General Exhibits

February 15, 2024

Hanover Area School District

2024-2025 School Calendar

| | August 2024 | | | | | | | | |
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| January 2025 | | | | | | | | |
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| March 2025 | | | | | | | | |
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| May 2025 | | | | | | | |
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| 25 | 26 | 27 | 28 | 29 | 30 | | |
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Veteran's Day

End of 1st Quarter

Act 80-Early Dismissal-Students

Parent Conf/Early Dismissal

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| July 2025 | | | | | | | |
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First/Last Day of School Early Dismissal Parent Teacher Conferences

Aug 21

Aug 22 Aug 26

Aug 30

Sep 2

Sep 27

Oct 4

Oct 14

Oct 30 Oct 31

Nov 11

Nov 15

| In-Service Day - No School Students | |
|-------------------------------------|---|
| Act 80 - Full Day - No Students | |
| First Day of School | |
| Not in Session - District | |
| Labor Day | |
| Act 80-Early Dismissal-Students | |
| In-Service Day - No School Students | |
| Columbus Day | |
| F-1-51-10 | - |

In-Service Days Not in Session - District-Quarter End

Apr 17-Apr 22 Spring Break

| Nov 27 | Early Dismissal |
|--------------|--------------------------------------|
| Nov 28-Dec 2 | Thanksgiving Break |
| Dec 23 | Early Dismissal |
| Dec 24-Jan 1 | Winter Break |
| Jan 16 | End of 2nd Quarter |
| Jan 17 | Act 80-Full Day - No School Students |
| Jan 20 | Martin Luther King Jr. Day |
| Feb 10 | Act 80-Full Day - No Students |
| Feb 17 | President's Day |
| Mar 24 | End of 3rd Quarter |
| Apr 16 | In-Service Day - No School Students |

Act 80-Early Dismissal-Students Act 80-Full Day - No School Students

| | ******** | *************************************** |
|-------|----------|---|
| May 2 | | In-Service Days - No School Students |
| May 2 | 3 | Early Dismissal |
| May 2 | 6 | Memorial Day |
| Jun 2 | | Early Dismissal |
| Jun 3 | | Early Dismissal |
| Jun 4 | | Graduation |
| | | Snow Make-Up Days |
| 1st | - | April 22 |
| 2nd | - | April 16 |
| 3rd | - | April 21 |
| 4th | - | April 17 |
| 5th | - | May 2 |

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT made and entered into this 13th day of February, 2024.

BY AND BETWEEN THE HANOVER AREA SCHOOL DISTRICT, a Pennsylvania School District with its primary offices located at 1600 Sans Souci Parkway, Hanover Township, Pennsylvania 18706, hereinafter referred to as the "District."

and

THE TOWNSHIP OF HANOVER, a Pennsylvania Municipality with its primary offices located at 1267 Sans Souci Parkway, Hanover Township, Pennsylvania 18706, hereinafter referred to as the "Township."

WITNESSETH:

WHEREAS, the District has requested that the Township provide a Township Fire Truck to district grounds to emulate rain for a student fundraiser on or about April 2, 2024. The event is referred to as a "Rain Rally" where students are sprayed with water.

WHEREAS, the District agrees to hold the Township harmless, and to indemnify, and defend the Township from any suit, action or writ (whether civil or equitable) brought by any party alleging harm or damage caused by the Township's participation in the "Rain Rally." The District specifically indemnifies the Township for any claim regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

- 1. That, the District does hereby agree to indemnify and hold harmless the Township from any claims, actions, damages, liabilities, and/or expenses, including reasonable attorney's fees in connection with the Township's participation in the Rain Rally
- 2. That, the parties executing this Agreement represent and warrant that they have authority to respectively bind the District and Township.

IN WITNESS HEREOF, each party to this Agreement has caused this Agreement to be duly executed on its behalf by its duly authorized representatives as a document under seal, all as of the day and year first above written.

| For the District: | |
|-----------------------------------|--------|
| | Dated: |
| Nathan C. Barrett, Superintendent | |
| For the Township: | |
| | Dated: |
| George L. Andreiko, Chairman | |



ARP ESSER Health and Safety Plan Guidance & Template

Section 2001(i)(1) of the American Rescue Plan (ARP) Act requires each local education agency (LEA) that receives funding under the ARP Elementary and Secondary School Emergency Relief (ESSER) Fund to develop and make publicly available on the LEA's website a Safe Return to In-Person Instruction and Continuity of Services Plan, hereinafter referred to as a Health and Safety Plan.

Based on ARP requirements, 90 percent of ARP ESSER funds will be distributed to school districts and charter schools based on their relative share of Title I-A funding in FY 2020-2021. Given Federally required timelines, LEAs eligible to apply for and receive this portion of the ARP ESSER funding must submit a Health and Safety Plan that meets ARP Act requirements to the Pennsylvania Department of Education (PDE) by Friday, July 30, 2021, regardless of when the LEA submits its ARP ESSER application.

Each LEA must create a Health and Safety Plan that addresses how it will maintain the health and safety of students, educators, and other staff, and which will serve as local guidelines for all instructional and non-instructional school activities during the period of the LEA's ARP ESSER grant. The Health and Safety Plan should be tailored to the unique needs of each LEA and its schools and must take into account public comment related to the development of, and subsequent revisions to, the Health and Safety Plan.

The ARP Act and U.S. Department of Education rules require Health and Safety plans include the following components:

- How the LEA will, to the greatest extent practicable, implement prevention and mitigation
 policies in line with the most up-to-date guidance from the Centers for Disease Control
 and Prevention (CDC) for the reopening and operation of school facilities in order to
 continuously and safely open and operate schools for in-person learning;
- How the LEA will ensure continuity of services, including but not limited to services to address the students' academic needs, and students' and staff members' social, emotional, mental health, and other needs, which may include student health and food services;
- 3. How the LEA will maintain the health and safety of students, educators, and other staff and the extent to which it has adopted policies, and a description of any such policy on each of the following safety recommendations established by the CDC:

- a. Universal and correct wearing of masks;
- b. Modifying facilities to allow for physical distancing (e.g., use of cohorts/podding);
- c. Handwashing and respiratory etiquette;
- d. <u>Cleaning</u> and maintaining healthy facilities, including improving <u>ventilation</u>;
- e. <u>Contact tracing</u> in combination with <u>isolation</u> and <u>quarantine</u>, in collaboration with State and local health departments;
- f. <u>Diagnostic</u> and screening testing;
- g. Efforts to provide COVID-19 vaccinations to school communities;
- h. Appropriate accommodations for children with disabilities with respect to health and safety policies; and
- i. Coordination with state and local health officials.

The LEA's Health and Safety Plan must be approved by its governing body and posted on the LEA's publicly available website by July 30, 2021.* The ARP Act requires LEAs to post their Health and Safety Plans online in a language that parents/caregivers can understand, or, if it is not practicable to provide written translations to an individual with limited English proficiency, be orally translated. The plan also must be provided in an alternative format accessible, upon request, by a parent who is an individual with a disability as defined by the Americans with Disabilities Act.

Each LEA will upload in the eGrants system its updated Health and Safety Plan and webpage URL where the plan is located on the LEA's publicly available website.

The ARP Act requires LEAs to review their Health and Safety Plans at least every six months during the period of the LEA's ARP ESSER grant. LEAs also must review and update their plans whenever there are significant changes to the CDC recommendations for K-12 schools. Like the development of the plan, all revisions must be informed by community input and reviewed and approved by the governing body prior to posting on the LEA's publicly available website.

LEAs may use the template to revise their current Health and Safety Plans to meet ARP requirements and ensure all stakeholders are fully informed of the LEA's plan to safely resume instructional and non-instructional school activities, including in-person learning, for the current school year. An LEA may use a different plan template or format provided it includes all the elements required by the ARP Act, as listed above.

* The July 30 deadline applies only to school districts and charter schools that received federal Title I-A funds in FY 2020-2021 and intend to apply for and receive ARP ESSER funding.

Additional Resources

LEAs are advised to review the following resources when developing their Health and Safety Plans:

- CDC K-12 School Operational Strategy
- PDE Resources for School Communities During COVID-19
- PDE Roadmap for Education Leaders
- PDE Accelerated Learning Thorough an Integrated System of Support
- PA Department of Health COVID-19 in Pennsylvania

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Health and Safety Plan Summary: Hanover Area School District

Initial Effective Date: July 1st, 2021

Date of Last Review: July 14, 2022

Date of Last Revision: March 31, 2023

Date of Last Revision: February 13, 2024

1. How will the LEA, to the greatest extent practicable, support prevention and mitigation policies in line with the most up-to-date guidance from the CDC for the reopening and operation of school facilities in order to continuously and safely open and operate schools for in-person learning?

The Hanover Area School District will continue to implement the best practice(s) & current mitigation strategies used throughout the pandemic and/or heightened contagious illness periods. We will regularly monitor the transmission rates within our schools, based on reported parent information, attendance rates and nursing log data. This data will be utilized to determine the effectiveness of our efforts and determine when our plan needs to be adapted to better-serve our school community. The HASD will implement any mandates and/or guidance that the Pennsylvania Department of Health and the Center for Disease Control, put forth. As prevention and mitigation procedures evolve, they will then be addressed by the Hanover Area Student Health Response Team, resulting in recommendations/adaptations brought to our Board of Education for a formal affirmative vote for change.

- 2. How will the LEA ensure continuity of services, including but not limited to services to address the students' academic needs, and students' and staff members' social, emotional, mental health, and other needs, which may include student health and food services?
 - During the 2021-22 school year, the HASD issued Chromebooks to implement a 1:1 initiative from grades K-12. (Pre-Kindergarten with iPads) The instructional delivery methods utilized this school year will continually evolve and be tailored to the community need, based on absentee rates related to COVID and contagious illnesses. In-person instruction will be utilized unless the physical environment is deemed unsafe. If unsafe conditions arise, the district will shift to a virtual education format. Google classroom is readily available for a seamless transition to create safer educational delivery for students and staff. Special education, social work/counseling & therapeutic services will be executed remotely to assure continuity of services.

In the 2021-22 school year, the HASD implemented a School Based Behavioral Health team, focusing on the mental and behavioral health needs of students. Also, we have a full-time school psychologist & two licensed social workers to address additional mental health needs.

 Use the table below to explain how the LEA will maintain the health and safety of students, educators, and other staff and the extent to which it has adopted policies, and a description of any such policy on each of the following safety recommendations established by the CDC.

| ARP ESSER Requirement | Strategies, Policies, and Procedures |
|--|---|
| a. Universal and correct wearing of | Each school is its own entity with COVID-19 and contagious illness positivity rates. As a result, individual building rates will determine the reestablishment of the mask mandate below. If the district reaches a 10% absenteeism rate due to contagious illness, a district mask recommendation would be issued. HASD will continue to implement the parent-choice masking protocol. |
| b. Modifying facilities to allow for ph distancing (e.g., use of cohorts/pa | |
| c. Handwashing and respiratory eti | Hand sanitizer provided throughout each building. |
| d. Cleaning and maintaining healthy facilities, including improving ver | |

| ARP ESSER Requirement | Strategies, Policies, and Procedures |
|--|--|
| | any building have 10% or more of its total population (including students & staff) absent on any given day, that building will shift to remote status the following day. Based on absenteeism rates and supplementary data, additional cleaning and sanitizing efforts would be implemented. |
| e. Contact tracing in combination with isolation and quarantine, in collaboration with the State and local health departments; | February 13, 2024 UPDATE: Contact tracing is not currently in effect as there is no masking mandate. In addition, changes to quarantine recommendations have also eliminated the requirement to report close contacts and household members to the district. A Five-day quarantine is required only for individuals testing positive for COVID 19. Then will require Five-day masking. Families with possible exposure will always have the ability to request a rapid-antigen test from our medical staff by simply utilizing the online request for testing form on www.hanoverarea.org. |
| f. <u>Diagnostic</u> and screening testing; | The HASD has all medical staff (School Nurses) trained in rapid antigen testing & routinely provides on-site testing to any & all students with parental permission. www.hanoverarea.org – homepage houses several links |

| ARP ESSER Requirement | Strategies, Policies, and Procedures |
|--|--|
| | for submission to the district concerning diagnostics: - Positive Case Submission Form - Vaccination Declaration Form (including booster) - COVID-19 Parent Authorization Form |
| g. Efforts to provide <u>vaccinations to school</u> <u>communities</u> ; | Vaccination information is available upon request. |
| h. Appropriate accommodations for students with disabilities with respect to health and safety policies; and | The district will always provide for specified needs per student(s). Any necessary accommodations for staff & students with disabilities pertaining to the health & safety of our community will be adhered to, within the capabilities of the HASD. |
| Coordination with state and local health officials. | HASD has a longstanding relationship with the Luzerne County Department of Health. We are committed to working with PDE & DOH to implement their guidance & mandates in an effort to provide the safest environment for students & staff. |
| J. In the event of a future pandemic. | Hanover Area School District has developed a response plan in the event of a future pandemic. The focus of the plan is to optimize the health & safety of both the staff & student-body. Meanwhile, preserving the district's ability to conduct in-person instruction through environmental & personal safety precautions. The District also has developed educational format levels of operation: |

| ARP ESSER Requirement | Strategies, Policies, and Procedures |
|--------------------------------|--|
| Changes made March 2022 | - Green – Full in-person instruction with the use of CDC & DOH recommendations Yellow – Hybrid Instruction, where students & families will be accommodated based on comfort requests. Due to the community health, parents can choose this educational format during the yellow phase only Red – Completely virtual instructional delivery. Community health rates are not safe enough for students to be within the buildings of the HASD & instruction will be carried out in a remote format. |
| | |
| Changes made July 2022 | |
| Changes made March 2023 | |
| Changes made February 13, 2024 | |

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Health and Safety Plan Governing Body Affirmation Statement

The Board of Directors/Trustees for the Hanover Area School District reviewed and approved the Health and Safety Plan on February 13, 2024.

| The plan was approved by a vote of: | |
|-------------------------------------|--|
| Yes | |
| No | |
| Affirmed on: February 14, 2024. | |
| Ву: | |
| (Signature* of Board President) | |
| (Print Name of Board President) | |

*Electronic signatures on this document are acceptable using one of the two methods detailed below.

Option A: The use of actual signatures is encouraged whenever possible. This method requires that the document be printed, signed, scanned, and then submitted.

Option B: If printing and scanning are not possible, add an electronic signature using the resident Microsoft Office product signature option, which is free to everyone, no installation or purchase needed.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this _____ day of February, 2024 by and between Hanover Area School District ("Client" or "School District") and Reynolds Construction, LLC, d/b/a SiteloglQ Construction Management ("SiteloglQ").

WHEREAS, SitelogIQ Construction Management is a fictitious name with the Pennsylvania Corporation Bureau, and Reynolds Construction LLC is the owner of said fictitious name.

WHEREAS, the Client seeks to have designed and constructed certain capital improvements as identified by the Client (each a "Project" and collectively "project") located within the School District (each a "Site").

WHEREAS, the Client engages SitelogIQ to provide professional services ("Services") subject to the terms and conditions of this Agreement and as specified in certain Task Orders as defined herein.

NOW, THEREFORE, in consideration of the mutual promises herein, and with the intent to be legal bound hereby, the Client and SitelogIQ agree that the terms and conditions of this Agreement are the following:

ARTICLE I: BASIC SERVICES

1.1. <u>Scope.</u>

- 1.1.1. Scope of Services; Applicable Law. SitelogIQ shall provide those basic services described in Schedule A that are selected by the Client for a particular Project. A task order shall be issued in connection with each Project identifying the specific scope of Basic Services for the Project ["Task Order"]. SitelogIQ shall only provide such Basic Services as identified in a Task Order or modification thereto. SitelogIQ's obligations under this Agreement are solely for the benefit of Client and no other party is intended to benefit or have rights hereunder. SitelogIQ shall provide such services in accordance with all applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations.
- **1.1.2.** <u>Timeliness; Standard of Care.</u> SitelogIQ shall perform its Services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule and so that the Project shall be completed as expeditiously and economically as possible within the Project Budget and in the best interests of the School District.
- **1.1.3. Personnel.** At all times during the term of this Agreement, SitelogIQ shall employ project staff for the purpose of performing SitelogIQ's Services as set forth in this Agreement. SitelogIQ shall provide background checks, including criminal history reports, for all personnel providing services on behalf of SitelogIQ under this Agreement, in accordance with Section 111 of the School Code, 24 P.S. §1-111.
- **1.1.5. Non-Discrimination.** SitelogIQ shall comply with all applicable equal employment opportunity requirements under state or federal law.
- **1.1.6.** <u>Limitation of Authority.</u> SitelogIQ shall not have any authority to bind the School District for the payment of any cost or expenses without the express written approval of the School District as applicable. SitelogIQ shall have authority to act on behalf of the School

District only to the extent provided herein. In the event of an emergency affecting the safety of persons, the Project or adjacent property, SitelogIQ, without special instruction or authorization, shall act reasonably to prevent or minimize any threatened damage, injury, or loss.

1.1.7. Independent Contractor. SitelogIQ enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by SitelogIQ and its employees. Under no circumstances shall SitelogIQ, or any of its employees, look to the School District as his/her employer, or as a partner, agent, or principal. Neither SitelogIQ, nor any of its employees, shall be entitled to any benefits accorded to the School District's employees, including without limitation worker's compensation, disability insurance, vacation, or sick pay. SitelogIQ shall be responsible for providing, at SitelogIQ' expense, and in SitelogIQ' name, unemployment, disability, workers' compensation, and other insurance necessary for conducting the Services.

ARTICLE II: ADDITIONAL SERVICES.

2.1. <u>Scope.</u>

2.1.1. <u>Additional Services.</u> SitelogIQ will provide Additional Services beyond those identified in Schedule A – Scope of Services when authorized in writing by Client.

ARTICLE III: CLIENT'S RESPONSIBILITIES.

Unless stated otherwise in Section 8, Client shall do the following in a timely manner:

- **3.1.** <u>Client's Representative.</u> Designate a representative having authority to give instructions, receive information, define Client's policies, and make decisions with respect to the Project. If the Client changes the Project Representative, the School District shall notify SitelogIQ immediately in writing.
- **3.2. Project Criteria.** Provide all criteria and information as to Client's requirements for the Project. including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations. Furnish copies of all design and construction standards which Client will require to be included in the Service Instruments.
- **3.3.** Access. Arrange for SitelogIQ to enter upon public and private property as necessary.
- **3.4.** <u>School District's Representative.</u> The School District shall designate a Project Representative, i.e., an individual to act on the School District's behalf with respect to the Project to the extent provided in the Contract Documents. If the School District changes the Project Representative, the School District shall notify SitelogIQ immediately in writing.
- **3.5 Notice to SitelogIQ.** If the School District observes or otherwise becomes aware of any defective work or other fault or defect in the Project, prompt written notice thereof shall be given to SitelogIQ.
- **3.6.** <u>Legal Services.</u> The School District shall be responsible to provide legal services as necessary to allow SitelogIQ to perform its duties hereunder as further provided in the Contract Documents.

ARTICLE IV: PERIOD OF SERVICE.

- **4.1 Time of Performance.** Sections 4 and 5 anticipate the orderly and continuous progress of the Services through completion of construction of a Project. The time of performance is the period reasonably expected to be required for the design, award of contracts, construction and initial operation of the Project, including any necessary Client or regulatory agency review and approval.
- **4.2. Delays.** If a Task Order specifies periods of time for performance of Services or specific dates by which services are to be completed and if such periods or dates are exceeded through no fault of SitelogIQ, the compensation specified under Section 5 shall be subject to equitable adjustment.
- **Start of Performance.** SitelogIQ will start the Basic Services upon issuance of a Task Order. If Client elects to authorize SitelogIQ to proceed before signing this Agreement or issuance of a Task Order, SitelogIQ shall be paid as if the Services had been performed after both parties signed the Agreement or Task Order.
- **4.4 Completion of Performance.** For the purposes of final payment under Section 5, completion of SitelogIQ's services will occur:
- **4.4.1.** For a study, investigation or planning activity: Upon delivery of the final report as specified in a Task Order.
- **4.4.2.** For a construction management services: Upon the issuance and acceptance of a Task Order.
 - **4.4.3** For design services: Upon the issuance and acceptance of a Task Order.
- **4.5 Force Majeure.** If a force, event, or circumstance beyond SitelogIQ's control interrupts or delays SitelogIQ's performance or the Project, the time of performance of the Basic or Additional Services shall be equitably adjusted.

ARTICLE V: COMPENSATION.

- **5.1. Basic Services.** Client shall pay SitelogIQ the Amount stated in invoices issued in accordance with Schedule B ["Pricing Schedule"] for work performed on a Project and Reimbursable Expenses incurred during the period covered by the invoice. Invoices are due and payable within 30 days after receipt by Client. Client's payments shall be in the form and shall be sent to the SitelogIQ address as described in the invoices.
- **5.2.** <u>Additional Services.</u> Client shall pay SitelogIQ for Additional Services performed pursuant to Client's authorization and invoiced in accordance with the Pricing Schedule.
- **5.3.** <u>Litigation Services.</u> If Client requires SitelogIQ's services either as a witness in, or in support of, litigation or other dispute resolution procedures between Client and a third party, SitelogIQ will provide such services in accordance with a Pricing Schedule for litigation services.

5.4. Delay or Termination.

5.4.1. If Client delays the performance of services under this Agreement or Task Order for a reason(s) other than SitelogIQ's fault. SitelogIQ may suspend performance until it

receives payment in full for services rendered and expenses incurred to the date of suspension.

- **5.4.2.** If Client fails to make payment for services under this Agreement for more than fifteen (15) days for a reason(s) other than SitelogIQ's fault, upon seven (7) days written notice SitelogIQ may terminate or suspend performance until it receives payment in full for services rendered and expenses incurred to the date of termination.
- **5.4.3.** If Client terminates this Agreement prior to completion of the Basic Services set forth in a Task Order for a Project, SitelogIQ shall be paid in full for services rendered and expenses incurred to the date of termination, including reasonable demobilization and termination expenses, costs to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble materials in orderly files.
- **5.5. Disputed Amounts.** Notwithstanding the provisions of Section 7, if Client disputes an item(s) or amount(s) contained in an invoice, Client agrees to pay the balance of the undisputed invoiced amounts to SitelogIQ in accordance with Schedule B.
- **5.6. Collection.** Any reasonable attorney's fees or other reasonable costs incurred by SitelogIQ in collection of delinquent amounts shall be paid by Client.

ARTICLE VI: INSURANCE AND INDEMNIFICATION.

6.1. Insurance.

- **6.1.1.** Casualty and Professional Liability Insurance. SitelogIQ shall carry and maintain at SitelogIQ's cost, with companies authorized to do business in the Commonwealth of Pennsylvania, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:
 - A. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law. Employer's Liability Policy limit shall not be less than \$500,000.
 - B. Professional liability coverage in an amount not less than \$1,000,000 per claim and \$3,000,000 in the aggregate.
 - C. Commercial General Liability Insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with bodily injury and property damage coverage. The School District shall be named as an additional insured.
 - D. Umbrella Policy in an amount of \$10,000,000.
 - E. Automobile Liability Coverage for owned and rented vehicles with a policy limit of \$1,000,000 combined single limit and aggregate for bodily injury and property damage.
- **6.1.2** <u>Certificates.</u> SitelogIQ shall provide the School District with Certificates of Insurance and Declaration pages evidencing the required coverages and amounts, including, without limitation, any Certificates of Renewal of Insurance. The School District shall be named as an additional insured. The Certificates of Insurance and Declaration pages shall contain the

provision that the policy or policies will not be cancelled without thirty (30) days' prior written notice

6.1.3 Contractor's Insurance. The School District shall cause all contractors to name SitelogIQ as an Additional Insured on any of their policies and shall provide that the contractor's insurance is primary and non-contributory as to the School District and SitelogIQ. The School District shall also be named as additional insured by any contractor.

6.2. Indemnification.

6.2.1 Indemnification by SitelogIQ. To the fullest extent permitted by law, SitelogIQ shall and does agree to indemnify and hold harmless the School District and its directors, officers, employees and representatives from and against all claims, damages, losses, liens, causes of actions, suits, judgments and expenses (including attorneys' fees and other costs of defense), of any nature, kind or description, which (a) arise out of or caused by or result from performance by SitelogIQ's Services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease, death of any person or to damage to or destruction of property, but (c) only to the extent they are caused by any negligent acts, errors or omissions of SitelogIQ, anyone directly or indirectly employed by SitelogIQ or anyone for whose acts SitelogIQ is legally liable.

ARTICLE VII: DISPUTE RESOLUTION PROVISIONS.

- **7.1.** <u>Mediation.</u> Any dispute arising out of or related to this Agreement shall be submitted to mediation as a condition precedent to litigation or any other biding dispute resolution forum. The parties shall jointly select a mediator or, if unable to do so, shall submit any dispute to the American Arbitration Association for mediation. The cost of the mediator shall be equally shared by the parties. Any dispute not resolved through mediation shall be decided by the Court of Common Pleas of Dauphin County.
- **7.2 Arbitration.** Arbitration shall not be used for dispute resolution for this Agreement.

ARTICLE VIII: TERMINATION AND REMEDIES.

8.1. Termination of Agreement.

- **8.1.1.** <u>Means of Termination.</u> This Agreement may be terminated by either party upon thirty (30) days' written notice should the other party fail to perform and commence cure in accordance with the terms of this Agreement. This Agreement may be terminated by the School District for convenience upon thirty (30) days' written notice at any time during the time of service. During the notice period, the parties to which the notice of termination has been given shall have the right to cure the default for which the notice was given. This termination would then follow Article 7.1.2. SitelogIQ's Remedies Upon Termination by School District, but not lost profits.
- **8.1.2.** SitelogIQ's Remedies Upon Termination by School District. In the event of a termination which is not due to the failure of SitelogIQ to perform in accordance with the terms of this Agreement, SitelogIQ shall be compensated for all Basic Services performed prior to the termination date, in accordance with the payment terms set forth herein, including the Reimbursable Expenses incurred prior to the termination date.
- **8.1.3.** Remedies Not Waived. No delay, omission or forbearance to exercise any right, power, or remedy accruing to the School District or SitelogIQ hereunder shall impair any such

right, power or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE IX: MISCELLANEOUS PROVISIONS.

- **9.1.** <u>Successors and Assigns.</u> The School District and SitelogIQ, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. SitelogIQ shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the School District which shall not be unreasonable withheld.
- **9.2.** Entire Agreement. This Agreement and any exhibits hereto represent the entire and integrated agreement between the School District and SitelogIQ and supersede all prior negotiations, representations or agreements, either written or oral.
- **9.3.** <u>Amendments.</u> This Agreement may be amended only by a writing signed by both SitelogIQ and the School District.
- **9.4.** <u>Multiple Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- **9.5.** Captions. The captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.
- **9.6. Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without application of its choice of law provisions.

9.7. Notices.

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notices is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the following address:

If to Hanover Area School District:If to SitelogIQ:Mr. Nathan Barrett,Rick EvansSuperintendentPresident (Northeast)1600 Sans Souci Parkway3300 North 3rd StreetHanover, Twp., PA 18706Harrisburg, PA 17110

9.7.2. Facsimiles and Electronic Mail. For convenience of communication only, notices, certificates, requests or other communications hereunder, except requests for payment, may be sent by facsimile transmission to the School District or by electronic mail. Notices, certificates, requests or other communications sent by electronic mail shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 8.8.1. Requests for payment may be sent to the School District by electronic mail.

9.7.3. Severability. In the event that any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

ARTICLE X: SCHEDULES.

- **10.1. Schedules.** The following schedules are attached to and made a part of this Agreement:
 - 10.1.1. Schedule A. "Scope of Services"
 - 10.1.2. Schedule B. "2024 Rates & Reimbursable Expenses"

Execution Authority. This Agreement is a valid and authorized undertaking of Client and SitelogIQ, the representatives of Client and SitelogIQ who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

| HANOVER AREA SCHOOL DISTRICT | REYNOLDS CONSTRUCTION, LLC d/b/a SitelogIQ Construction Management | |
|------------------------------|--|--|
| By: | By: | |
| Title: | Title: | |
| Address for Giving Notices: | Address for Giving Notices: | |
| 1600 Sans Souci Parkway | 3300 North Third Street | |
| Hanover Twp., PA 18706 | Harrisburg, PA 17110 | |

sitelogia



TASK ORDER NO. 01 February____, 2024

Hanover Area School District - Memorial Stadium Renovation

This Task Order No. 01 ("Task Order"), made and entered into and effective as of this __ day of February 2024, by Reynolds Construction, LLC, d/b/a SitelogIQ Construction Management ("SitelogIQ") and Hanover Area School District ("Client").

In accordance with the terms and conditions of the Professional Services Agreement between SitelogIQ and Client dated February___, 2024 ("Agreement"), which is incorporated herein by reference, SitelogIQ and Client agree as follows:

Description of Services

The Hanover Area School District directs SitelogIQ to manage the design and construction renovations to Memorial Stadium. This project shall include but may not be limited to the repair, replacement, or upgrade of stadium bleachers, press box interior finishes (painting, flooring, ceilings), locker room finishes (painting, flooring, ceilings), and any mechanical, electrical, or plumbing upgrades deemed necessary. Furthermore, SitelogIQ shall retain the services of an architect or engineer to facilitate project implementation.

Through SitelogIQ the following services shall be provided (Per Schedule A of the Professional Services Agreement):

Design & Pre-Construction

Drawings & Specifications (Architectural, Mechanical, Electrical, Plumbing, Civil, Structural, as needed)

Bid Documents

Construction Document Estimate

Project Scheduling

Bid and Procurement Services

Obtaining Bids

Pre-Bid Conference

Bid Packages

Bid Review

Construction Phase Services

General Duties - Construction Administration

Inspections

Progress and Records

Construction Schedule

Meetings

Tests; Inspections

Submittal Review

Bulletins; Change Orders

Project Costs

Contractor Payments

Partial Occupancy

Contractor Claims

Record Drawings

Contractor Responsibilities

Closeout Phase Services

Contract Closeout

Time for Rendering Services

Through _(insert project duration)_or: (a) Termination of Task Order in writing by either party with a 3 business day notice; (b) mutually agreed upon change, in writing, of this Task Order.

| Compensation/Payment Terms | |
|--|--|
| The Task Order Sum shall be Not to Exceed | Dollars (\$.00) on a time |
| and material basis and, notwithstanding anything | to the contrary, includes all reimbursable, taxes, fees, |
| insurance, price escalation, and other items requi | red to complete the Work. (Per the Schedule B of the |
| Professional Services Agreement.) Payment term | s shall be net thirty (30) calendar days from date of |
| receipt of the invoice and with the following cond | itions precedent for payment: (a) satisfactory |
| performance of the services on this Project or any | other Project(s) with Client and/or any affiliated |
| entity; (b) additional documentation as may be re | • |
| entitlement to payment. No retention shall be wi | thheld by the Client on an approved invoice. |
| | |
| Exclusions | |
| None | |
| (Client) | (SitelogIQ) |
| (Cheffe) | (Sitelogic) |
| Hanover Area School District | SitelogIQ Construction Management |
| | |
| Hanover Area School District Representative | Rick Evans |

Schedule A Scope of Services

The following summarizes our proposed scope of work for program management, preconstruction, construction, and commissioning (close-out) services.

Program Management:

Confirm and Define Initial Needs. SitelogIQ will work with the District and your professional services contractors, to review the needs assessment, validate the functional program for the project, and make recommendations toward any revisions to the program as may be required.

Develop Master Schedule. SitelogIQ will prepare a master project development schedule showing durations and responsibilities for the most critical activities of the project.

Establish Concept Budget. To develop a budget and scope of work, SitelogIQ will perform a review of the project concept. Based on the current capacity and anticipated building needs, SitelogIQ will apply a cost per square foot for construction based upon the project location, anticipated materials, project schedule, historical costs, and current market conditions.

Project Messaging & Public Relations. SitelogIQ shall, in conjunction with the School District, create, craft, distribute and publish public messaging, social media postings, and project communications with the School District's permission.

Grant Writing & Advocacy. SitelogIQ shall, in conjunction with the School District, investigate the availability of grant programs at the federal, state and local levels. Additionally, SitelogIQ may with the School District permission, write and produce grant applications for eligible projects.

Pre-Construction Phase Services:

Drawings and Specifications. SitelogIQ shall receive all drawings and specifications from the Architect and any other design professionals and transmit them to the School District for approval. SitelogIQ shall provide recommendations on constructability, logistics, availability of materials and labor, time requirements for construction, and factors related to the cost of the Project including costs of alternative designs or material, preliminary budgets and possible economies. SitelogIQ is not providing professional design services under this agreement and shall not be construed to be a guarantor of the Architect's services. The Architect alone shall be responsible for errors and omissions in the Architect's construction documents.

Project Estimates of Construction Costs. SitelogIQ shall expeditiously review design documents during their development and advise the School District and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. Estimates of construction costs and Project costs shall be provided by SitelogIQ in conjunction with a review by the Architect during the Concept Design Phase, Schematic Design Phase, Design Development Phase; and Construction Document Phase. SitelogIQ shall include appropriate contingencies for design, bidding

or negotiating, price escalation, and market conditions in the estimates of the cost of the work. Such estimates shall be provided for the Architect's review and the School District's approval. SitelogIQ shall advise the School District and Architect if it appears that the cost of the work may exceed the School District's budget and make recommendations for corrective action. SitelogIQ shall also provide recommendations to the School District and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

Project Schedule. SitelogIQ shall prepare and periodically update the Project Schedule for the Architect's review and the School District's acceptance. SitelogIQ shall obtain the Architect's approval for the portion of the Project Schedule relating to the performance of the Architect's services. The Project Schedule shall coordinate and integrate SitelogIQ's Services, the Architect's services, other School District consultants' services, and the School District's responsibilities and highlight items that could affect the Project's timely completion.

Design Details. As the Architect progresses with the preparation of the schematic design, design development, and construction documents, SitelogIQ shall consult with the School District and Architect and make recommendations in a timely manner whenever SitelogIQ determines that design details adversely affect constructability, cost, or schedules.

School District Approval. Following the School District's approval of the construction documents, SitelogIQ shall submit the most recent estimate prepared of construction cost, soft costs, total Project costs for the School District's approval.

Bid Documents. SitelogIQ shall assist the School District in the review of documents necessary for bidding of contracts for the Project by reviewing those documents and making recommendations about the division of work and matters to be included in the Special Conditions.

Special Items. SitelogIQ shall attend regular design meetings which are scheduled and conducted by the Architect. SitelogIQ shall schedule any necessary meetings with the Architect and the School District and provide recommendations and information to the Architect and the School District for discussion at such meetings regarding the assignment of responsibilities for refuse removal and for safety precautions and programs; temporary Project facilities and utilities, weather protection, fire protection and scaffolding; and equipment, materials and services for common use of contractors, if any. SitelogIQ shall also review the Contract Documents to verify that the requirements for and assignment of responsibilities are included in the Contract Documents.

Bid and Procurement Phase Services:

Obtaining Bids. SitelogIQ shall assist with the development of and make recommendations for bidding criteria, bidding schedules and bidding information and shall solicit bidder's interest in the Project. SitelogIQ shall coordinate with the Architect the assembling of public project announcements, which SitelogIQ shall deliver to the appropriate School District representative for publication.

Pre-Bid Conferences. SitelogIQ, with the assistance of the Architect, shall conduct Pre-Bid Conferences with prospective bidders to familiarize bidders with the Contract Documents, any special requirements of the Contract Documents and equal employment opportunity and prevailing wage requirements. SitelogIQ shall obtain responses from the Architect to all questions at Pre-Bid Conferences and review addenda prepared by the Architect to incorporate those responses. SitelogIQ shall prepare a record of the questions and answers discussed at the Pre-Bid Conferences which shall be used by the Architect to prepare addenda.

Bid Packages. SitelogIQ shall review to determine whether the necessary prevailing wage determinations are obtained and shall include them in packages of the Contract Documents. SitelogIQ shall provide a preliminary construction schedule in coordination with the Architect, the Architect's subconsultants and the School District for use during the bid period by bidding prime contractors, using milestones and appropriate detail. SitelogIQ shall coordinate with the Architect the assembling of the Contract Documents into appropriate packages and shall provide a sufficient quantity of Contract Documents to the School District for distribution to prospective bidders, the Architect, the School District and other appropriate persons, including, without limitation, any applicable local or regional planning organizations.

Bid Review. SitelogIQ, with the assistance of the Architect, shall review all bids received for responsiveness, participate in the investigation of the responsibility of bidders and deliver a written recommendation of SitelogIQ and the Architect to the School District about the award of, or rejection of, any bid or bids for each contract for the Project in accordance with applicable law. SitelogIQ shall deliver a copy of such recommendation to the School District. In making the recommendation, SitelogIQ and the Architect shall evaluate all applicable alternates referenced in the Contract Documents.

Pre-Award Conferences. If so desired by the School District, SitelogIQ, with the assistance of the Architect, shall gather documentation for contract execution from apparently successful bidders which may occur at pre-award conferences with such bidders. Upon the failure of a bidder to provide such documentation in a timely manner, SitelogIQ shall assist the School District in considering whether an extension of time for submitting such documentation is appropriate.

Subcontractor and Materials Supplier Review. If so desired by the School District, SitelogIQ shall assist the School District in investigating any subcontractor or materials supplier proposed by any contractor and recommend approval or disapproval in accordance with the Contract Documents.

Construction Phase Services:

Duration; Extent, Access. The Construction Phase will commence with the award of contracts for construction of the Project and will terminate upon issuance of the Certificate of Substantial Completion of the Project by the School District to all prime contractors. For purposes of this Agreement, the Certificate of Substantial Completion shall be issued to the prime contractors at such time when Certificates of Occupancy have been issued by the governing municipal authorities for full occupancy of the Project by the School District. SitelogIQ shall, at all times, have access to the Project whenever any work is in preparation or in progress.

General Duties. Sitelogious shall provide administration of the Project on behalf of the School District as set forth in the bid documents and incorporated into the Contract Documents. SitelogIQ shall coordinate prime contractors and sub-contractor compliance with the requirement of providing current background checks, including criminal history reports, for all personnel employed by the contractors and subcontractors on the Project, in accordance with Section 111 of the School Code, 24 P.S. §1-111. School District shall adjudicate records of personnel that may be ineligible to work on the site (those with any criminal or related records) and provide direction to SitelogIQ on these individuals. SitelogIQ shall monitor the scheduling of work and coordination of the contractors and any other persons on the Project; however, SitelogIQ shall not be responsible for the scope, sequencing, scheduling, or construction means and methods of the prime contractors. SitelogIQ shall refer all questions for interpretation of the Contract Documents to the Architect and shall notify the Architect if the presence of the Architect on the Project site is necessary. SitelogIQ's duties shall not, and shall not be deemed to, require SitelogIQ to undertake any of the contractor's responsibilities.

Inspections. SitelogIQ shall inspect the work of each contractor for defective work. If, through inspection or otherwise, SitelogIQ becomes aware of any defective work on the Project, SitelogIQ shall report all defective work to the School District and the Architect in writing, together with recommendations for the correction thereof. SitelogIQ shall notify applicable contractors to correct the defective in a manner approved by the Architect and endorsed by the School District.

Progress and Records. SitelogIQ shall record the progress of the Project and provide written reports to the School District on a monthly basis unless otherwise agreed in writing. The reports shall include, without limitation, information about variations between actual and budgeted or estimated costs and information on each contractor's work, as well as completion status on the entire Project, showing percentages of completion, including a photographic record of the Work. SitelogIQ shall receive from each prime contractor a safety program and reports of safety discussions. SitelogIQ shall generally review those safety programs. SitelogIQ' responsibilities in relation to the safety programs shall not require SitelogIQ to control the acts of contractors, subcontractors or any other persons not employees of SitelogIQ. SitelogIQ shall keep a log containing a daily record of weather, number of workers on site for each contractor, identification of equipment, work accomplished, problems encountered and other similar relevant data. SitelogIQ shall provide for the maintenance at the Project site, on a current basis, of records of all contracts, drawings, specifications, shop drawings, Project data, samples, purchase orders, materials, equipment, maintenance and operating manuals and instructions, and other construction-related documents, including all revisions. SitelogIO shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations to the extent certified by a qualified surveyor or professional engineer and any test results, make all such records available to the Architect, the contractors, the School District at all time and at the completion of the Project deliver all such records to the School District.

Construction Schedule. SitelogIQ shall provide a 90-Day interim construction schedule following award of construction contracts. SitelogIQ shall develop a detailed construction schedule with prime contractor input for review by the Architect and School District. Through the bid documents, SitelogIQ shall require prime contractors to provide information for the development of a baseline construction schedule to SitelogIQ. SitelogIQ, the Architect, and the School District shall provide final approval of

the baseline construction schedule as developed by the prime contractors. SitelogIQ will monitor progress and provide the monthly schedule updates with input from all prime contractors. SitelogIQ, in conjunction with all prime contractors and the School District shall provide planning for schedule recovery, when necessary. SitelogIQ shall provide copies of the construction schedule and schedule of submittals to the Architect and the School District and continue to monitor it as construction progresses as to critical path activities and phasing of construction, times for commencement and completion required of each prime contractor and ordering and delivery of equipment and materials requiring long lead-time. SitelogIQ shall monitor the schedules of submittals and ordering of long-lead time equipment and materials and shall, as soon as possible after discovery, notify the responsible prime contractor, Architect and School District when submittal dates or orders of long-lead time equipment and materials are missed. SitelogIQ shall require each Prime Contractor to provide records for any materials that require long lead- time and to certify to SitelogIQ that such materials have been ordered for timely delivery to the Project. If the Project falls behind schedule, SitelogIQ will review the sufficiency of the prime contractors' workforce and the number and types of equipment assigned and provided by each prime contractor and sub-contractor to the Project and shall make recommendations to the School District about the adequacy of such workforce and equipment. If such conditions indicate that milestone completion dates shown on the approved baseline construction schedule may not be met, SitelogIQ shall recommend corrective action to the Architect and the School District and carry out the directions of the School District so that the milestone completion dates may be met, unless the School District agrees in writing to revise the milestone completion dates.

Meetings. SitelogIQ shall schedule, conduct and participate in pre-construction, progress, quality control and special meetings with the Architect, the School District, appropriate consultants, the prime contractors and any other parties involved in the Project to discuss such matters as procedures, progress, problems and scheduling. SitelogIQ shall prepare and distribute minutes of all such meetings to the Architect, the School District, the prime contractors, and any other parties involved. SitelogIQ shall initiate and coordinate partnering meetings with the Architect, the School District, appropriate consultants, the contractors, and other parties involved in the Project.

Tests; Inspections. SitelogIQ shall advise and consult with the School District during the Construction Phase as to the need for any special testing, inspections or approval of work on the Project. SitelogIQ will assist the School District in the hiring of a third-party testing agency and coordinate the efforts of the third-parting testing agency on the project.

Submittal Review. SitelogIQ, in cooperation with the Architect, Civil Engineer and any other applicable design professionals, shall receive, review for completeness and responsiveness the contractors' submittals such as shop drawings, product data and samples and shall provide written notice of any deficiencies identified to the appropriate design professional.

Bulletins; Change Orders. SitelogIQ shall recommend the necessary or desirable changes in the Project to the School District and the Architect, review any bulletins prepared by the Architect prior to their issuance, review contractor proposals and submit recommendations thereon to the School District and the Architect, assist in negotiating change orders in accordance with the contract documents and coordinate authorization and execution by the School District and the Architect.

Project Costs. SitelogIQ shall maintain Project Costs accounting records on work performed by prime contractors under unit costs, actual costs for labor and materials, or other appropriate basis and afford the School District access to these records at all times.

Contractor Payments. Based upon SitelogIQ's review of the prime contractor's work and evaluation of the prime contractor's applications for payment, SitelogIQ shall review and recommend for approval, modification or rejection of the amounts shown on such applications as being due to the prime contractor in accordance with the Contract Documents. Each application for payment shall be signed by SitelogIQ and delivered to the Architect and the School District, as applicable.

Partial Occupancy. SitelogIQ shall assist the School District in determining dates of partial occupancy of the work or portions thereof designated by the School District and shall assist in obtaining any necessary occupancy certificate or other certificate from any applicable government authority. SitelogIQ shall review any lists prepared by the Architect of incomplete or unsatisfactory work and prepare schedules for the completion or correction of such work.

Contractor Claims. SitelogIQ shall review claims from prime contractors for additional compensation and equitable adjustment of compensation and shall deliver a written recommendation to the School District about each claim and attend dispute resolution meeting convened by the School District related to each claim. SitelogIQ shall provide reasonable assistance to the School District Solicitor in responding to such claims and may request additional compensation for such services.

Record Drawings. SitelogIQ shall review the as-built drawings as provided by the contractors and verify that the as-built drawings, to the best of SitelogIQ' knowledge based upon SitelogIQ's observations during the progress of the Project, detail the actual construction of the Project. SitelogIQ shall transmit the verified as-built drawings to the Architect for the preparation of record drawings.

Contractor Responsibilities. SitelogIQ shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences, procedures, or scheduling used by any prime contractor or subcontractor, of any tier, to comply with such contractor's obligations under its contract for the Project or for safety precautions in programs in connection with the work on the Project. SitelogIQ shall not be responsible for or have control or charge over the acts or omissions of the contractors or subcontractors or any of their agents or employees, or any other persons performing any work on the Project.

Close-Out Phase Services:

Contract Closeout. Following issuance of the Certificate of Occupancy, and to the extent not performed during the Construction Phase, upon receipt of a prime contractor's punch list, SitelogIQ shall provide written notice to the School District and the Architect that the work is ready for final inspection, notify the prime contractor of acceptance or rejection of the request for final inspection, conduct the final inspection with the assistance of the Architect, review the Architect's punch list, if applicable, and prepare and process a certificate of contract completion in accordance with the Contract Documents. Upon contract completion, SitelogIQ shall receive, review for

conformity with the requirements of the Contract Documents and transmit to the School District any affidavits and turn over to the School District any keys, manuals and originals of any guarantees, warranties, releases, bonds, and waivers. SitelogIQ shall transmit a copy of any guarantees, warranties, releases, bonds, and waivers to the School District.

Commissioning Phase Services:

Commissiong. SitelogIQ can provide building commissioning services at the Client's direction. Rates for commissioning services are included in Schedule B. These services can be negotiated through an additional task order at the district's request.

Architectural, Civil, Mechanical, Electrical, Plumbing Design Services:

Architectural Services: SitelogIQ can provide architectural design services at the Client's direction. Rates for design work have been included in Schedule B. These services can be negotiated through an additional task order at the district's request.

Civil Design Services: SitelogIQ can provide civil design services at the Client's direction. Rates for design work have been included in Schedule B. These services can be negotiated through an additional task order at the district's request.

Mechanical, Electrical, Plumbing Design Services: SitelogIQ Consulting Engineers can provide design services at the Client's direction. Rates for design work have been included in Schedule B. These services can be negotiated through an additional task order at the district's request.

Schedule B

2024 Hourly Rates

Construction Management Services

| Hourly Rates | 2024 |
|--|-------|
| Employee or Category | Rate |
| Project Executive/Operations Director | \$177 |
| Senior Preconstruction Manager | \$156 |
| Architectural Estimator | \$134 |
| Mechanical/Electrical/Plumbing Estimator | \$148 |
| Project Manager | \$149 |
| On-Site Construction Manager | \$159 |
| Scheduler | \$131 |
| Project Coordinator | \$88 |

Mechanical – Electrical – Plumbing Design Services

| Hourly Rates | 2024 |
|------------------------------|-----------|
| Employee or Category | Rate |
| Licensed Mechanical Engineer | \$182 |
| Licensed Electrical Engineer | \$182 |
| MEP Designer | \$150 |
| BIM Design Manager | \$164 |
| CADD Operator | \$111-146 |

Architectural Design Services

| Hourly Rates | 2024 |
|--------------------------|-------|
| Employee or Category | Rate |
| Principal | \$219 |
| Senior Project Architect | \$196 |
| Senior Project Manager | \$196 |
| Senior Designer | \$191 |
| Project Manager | \$185 |
| Architect III | \$145 |
| Architect II | \$139 |
| Architect I | \$132 |
| Interior Designer II | \$162 |
| Interior Designer I | \$127 |
| Design Professional III | \$127 |
| Design Professional II | \$116 |
| Design Professional I | \$104 |
| Support Staff | \$81 |
| Graphic Designer | \$99 |
| Junior Graphic Designer | \$84 |

Civil Engineering Design Services

| Hourly Rates | 2024 |
|----------------------|-------|
| Employee or Category | Rate |
| Principal | \$165 |
| Project Manager | \$145 |

| Senior Engineer | \$125 |
|---------------------|-------|
| Landscape Architect | \$125 |
| Engineer | \$95 |
| Senior Technician | \$95 |
| Technician | \$85 |
| Admin. | \$65 |

Structural

| Hourly Rates | 2024 Rate |
|----------------------|--------------|
| Employee or Category | |
| Principal | \$130 |
| Project Manager | \$100 |
| Project Designer | \$85 |
| Production Staff | \$85 |

Commissioning

| Hourly Rates | 2024 Rate |
|------------------------------|--------------|
| Employee or Category | |
| MEP Commissioning Agent | \$176 |
| MEP Commissioning Technician | \$124 |
| Clerical | \$81 |

Reimbursable Expenses. Reimbursable Expenses means the actual expenditures incurred by SitelogIQ in the interest of the Project without mark-up. SitelogIQ shall bill for Reimbursable Expenses only when authorized by the School District prior to the expense being incurred. Authorization must be provided to SitelogIQ by e-mail or writing by the School District for the following potential expenses and coordination charges, if any, which are anticipated to be provided as noted:

- > Office Trailer, Furniture, and Equipment (to be provided by School District or by a prime contractor)
- > Jobsite Telephone and Internet Charges (to be provided by School District or by a prime contractor)
- > Drawings, Specifications & Submittal Reproductions (to be provided by Architect or by prime contractors)
- > Postage, UPS, and Facsimiles during the Bidding Process (not anticipated; to be provided by Architect or School District, if needed)
- > Permits (to be provided by School District or by a prime contractor)
- > Testing (to be provided by School District or by a prime contractor)
- Utility Costs (to be provided by School District or by a prime contractor)
- > Overtime costs for Field Personnel required due to Prime Contractors or their subcontractors, of any tier, working more than ten (10) hours per day or on weekends, holidays or second shift. (Reimbursable only when pre-approved by the School District.)

The following is a list of scheduled dates for Board Work Sessions and Regular Board Meetings for 2024:

| *January | Work Session Board Meeting | Tuesday, January 9 Tuesday, January 9 |
|-----------|---|---|
| *February | Work Session Board Meeting | Tuesday, February 13 Tuesday, February 13 |
| March | Work Session Board Meeting | Tuesday, March 5 Tuesday, March 5 |
| *April | Work Session Board Meeting | Tuesday, April 9 Tuesday, April 9 |
| May | Work Session Board Meeting | Tuesday, May 7 Tuesday, May 7 |
| June | Work Session Board Meeting | Tuesday, June 4 Tuesday, June 4 |
| August | Work Session Board Meeting | Tuesday, August 6 Tuesday, August 6 |
| September | Work Session Board Meeting | Tuesday, September 3 Tuesday, September 3 |
| October | Work Session Board Meeting | Tuesday, October 1 Tuesday, October 1 |
| *November | Work Session Board Meeting | Tuesday, November 12 Tuesday, November 12 |
| December | Work Session Reorganization Board Meeting | Tuesday, December 3 Tuesday, December 3 Tuesday, December 3 |

For the 2024 School Year, the Board of Education Work Sessions and Regular Monthly Board of Education Meetings will be held as listed above. The Work Session will be held at 6:30 pm in the Superintendent's Conference Room. The Regular Meeting will immediately follow the Work Session and will be held in the Auditorium of the Jr./Sr. High School. *Denotes a change in schedule.

By order of Board of Education, Rick Stevens, Board Secretary