

TEMPORARY EMPLOYMENT AGREEMENT ("AGREEMENT")

BETWEEN

WARREN COUNTY SCHOOL DISTRICT ("DISTRICT")

AND

HAROLD D. MYERS, JR. ("EMPLOYEE")

WHEREAS, the District has need for a temporary employee to serve as Clerk of the Works ("Clerk") for the Beaty-Warren Middle School Project ("Project") and to complete additional duties and assignments consistent with this position throughout the District; and

WHEREAS, Employee is interested and available to fill the position.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein, and intending to be legally bound, the parties mutually agree as follows:

1. Employee is employed by the District as a temporary employee to perform the duties required of the Clerk for the duration of the Project, as described herein, and as more fully described by "Exhibit A," which is made a part hereof by reference.

2. Employee shall not engage in any of the limitations set forth in "Exhibit B," which is made a part hereof by reference.

3. Employee will be required to observe all safety and work requirements of the District and perform his duties in a prompt and fully efficient manner. Employee further agrees to abide by all federal, state and local laws, regulations and ordinances.

4. At the time this Agreement is executed and at Employee's expense, Employee must provide the District with current Act 34 (criminal history record check) and current Act 151 (PA child abuse history clearance) clearances. Employee shall not be permitted to be present on District property as Clerk until said clearances have been obtained and provided to the District. Additionally, once effective, Employee agrees to comply with the child abuse training requirements and other requirements of Act 126. So long as this Agreement remains in effect, Employee agrees to immediately notify the Director of Buildings and Grounds ("Director"), using form PDE-6004, if Employee is arrested for or convicted of any offense, other than a traffic violation, that constitutes a summary offense.

5. Employee's temporary employment will terminate at the completion of the Project or at such other time as the District determines that his services are no longer required or fail to meet the performance standards expected by the District. Any termination of Employee's temporary employment may occur at the sole discretion of the District.

6. The District shall pay Employee at the rate of twenty-seven dollars (\$27.00) per hour for services performed pursuant to this Agreement. Employee shall not work in excess of forty (40) hours in a calendar week, unless requested to do so by the Director. In the event the Director requests Employee to work in excess of forty (40) hours in a calendar week, Employee must do so. Employee shall be compensated at one and one-half (1½) times his regular hourly rate for all hours worked in excess of forty (40) hours in a calendar week.

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Employee District

7. The District shall provide Employee, without cost to him, a field office or office space of sufficient size to perform his duties, separate from the construction contractors' field offices. The District shall also provide Employee, without cost to him, telephone services, internet service, office furniture, waste removal, photocopying, and parking.

8. The District shall pay Employee the applicable IRS mileage reimbursement rate (which currently is 56 cents per mile, but is subject to change) for only those miles associated with travelling from one District school to another District school. No other mileage reimbursement shall be provided to Employee.

9. No provision of this Agreement shall be construed to provide Employee with health insurance or fringe benefits not otherwise described herein during the term of this Agreement.

10. The parties recognize that this Agreement does not assure Employee of any other employment opportunities with the District beyond the scope of this Agreement.

11. All documents, including, but not limited to, drawings, specifications, reports and digital versions thereof, furnished by Employee under this Agreement shall be the property of the District.

12. Neither this Agreement, nor any of Employee's rights or obligations hereunder, may be assigned to any other party without the prior written consent of the District.

13. Claims, disputes or other matters in question between the parties arising out of or relating to this Agreement or an alleged breach thereof shall be governed by Pennsylvania law and shall be decided in the Court of Common Pleas of Warren County, Pennsylvania.

14. Any notice, request, consent, demand or other communication given or required to be given hereunder to the District shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid to:

Warren County School District  
c/o Director  
589 Hospital Drive, Suite A  
North Warren, PA 16365

15. All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law or arbitrator, for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement, and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto. Additionally, any court or arbitrator construing this Agreement is expressly granted the authority to, and is requested to, revise any invalid or unenforceable section, sentence, or provision of this Agreement in order to render same enforceable and then to enforce the revised section, sentence, or provision against the parties hereto as if the invalid section, sentence, or provision had never been inserted.

16. This Agreement shall constitute the entire and integrated understanding between the parties and supersedes all prior and contemporaneous negotiations and agreements, whether oral or written, with respect to the subject matter herein. This Agreement may be amended only by a written instrument signed by the parties.

Executed by the parties this \_\_\_\_ day of \_\_\_\_\_, 2013, intending to be legally bound.

WITNESS/ATTEST:

EMPLOYEE

\_\_\_\_\_

Harold D. Mignos Jr.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Secretary, Board of School Directors

BY [Signature]  
President, Board of School Directors

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## **Exhibit "A"**

### **SCOPE OF DUTIES**

The Clerk shall assist with supervision of the Project and assume responsibility for the following duties:

1. Attend all pre-construction meetings.
2. Review all plans and specifications relative to the Project, obtain necessary interpretations from the Director and Architect, and transmit interpretations to the contractors providing labor and materials for the Project.
3. As requested by Director, assist with preparation and approval of project schedule(s).
4. Monitor and inspect the progress and quality of the work as is necessary at all stages of construction to determine whether the work and materials are being provided in accordance with contract documents and specifications; immediately notify the Director if, in the Clerk's opinion, work performed or materials provided do not conform to the contract documents and specifications in all respects.
5. Immediately notify the Director of any specific inspections and/or testing that, in the Clerk's opinion, is required, but is not being performed; if requested by the Director, coordinate work of independent testing/inspection agencies, make recommendations regarding their findings, and retain records of test/inspection results.
6. Monitor the construction schedule and notify the Director of any anticipated, unnecessary delays in progress.
7. Attend meetings as requested by the Director and report as requested on construction activities; assist in conducting regular progress meetings and audio record meetings, with the understanding that meeting minutes will be prepared and distributed by the Architect; provide monthly progress reports to the Director.
8. Maintain records at the field office in an orderly manner, including correspondence, contract documents, change orders, construction change authorizations, Architect's supplemental instructions, reports of site conferences, shop drawings, product data, color schedules, samples, request for payments and names and addresses and telephone numbers of contractors, subcontractors and principal material suppliers, contractor certified payrolls, and required criminal history, child abuse and FBI clearances. Recommend to the Director changes in the work as deemed appropriate by the Clerk. All records referenced in this provision shall remain the property of the District.
9. Keep a log recording the weather conditions, nature and location of work being performed, verbal instructions and interpretations given to any contractor and specific observations of the Clerk; record any occurrence or work that might result in a claim for a change in contract sum, or contract time; maintain a list of visitors, their titles and time and purpose of their visit; maintain a log of progress of the work and any problems noted

by the Clerk. All documents created pursuant to this provision shall be the property of the District.

10. If requested to do so, assist the Architect and/or the Director in reviewing shop drawings, product data and samples; immediately notify the Director if any portion of the work requiring shop drawings, product data or samples has commenced before such submittals have been approved by the Architect; receive and log samples which are required to be furnished at the site, and record the Architect's approval or other action; maintain custody of approved samples. All data, drawings, and samples referenced herein shall be the property of the District.
11. Immediately notify the Director of any failure by the contractors providing labor or materials for the Project to maintain up-to-date records; review and assist in processing change orders; coordinate final inspections and prepare punch list items for review by the Director.
12. Review with the Architect and the Director the list of items to be completed or corrected, which is submitted with a request for issuance of a Certificate of Substantial Completion.
13. Provide photographic documentation of the Project.
14. Provide services required to review, analyze, prepare and defend the District against any claims related to the Project.

## **Exhibit "B"**

### **LIMITATIONS OF AUTHORITY**

The duties of the Clerk shall be limited to those enumerated in "Exhibit A." The Clerk shall not be permitted or authorized to:

1. Authorize deviations from the contract documents or specifications.
2. Provide construction administration services required of the Architect.
3. Approve substitute materials or equipment.
4. Personally conduct tests or third party inspections.
5. Conduct patent searches.
6. Assume any of the responsibilities of the contractors, supervisors or subcontractors.
7. Expedite the work of the contractors or subcontractors.
8. Advise on or issue directions concerning the aspects of construction means, methods, techniques, procedures or safety precautions and programs in connection with the work.
9. Issue a certificate of payment or certificate of substantial completion.
10. Prepare formal AIA change orders.
11. Reject work or require special inspection or testing.
12. Order the contractors or subcontractors to stop work or any portion thereof.

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