

**RIDER B**  
**GENERAL CONDITIONS**

**EXHIBIT D**

INDIVIDUAL WORK ORDER  
FOR  
PROFESSIONAL DESIGN SERVICES

**Work Order Number 1701.1701**

This Individual Work Order is being issued on the **9<sup>th</sup> day of January, 2017**, by and between the Warren County School District (hereinafter called the "School District") and

**H.F. LENZ COMPANY; 322 STATE STREET, CONNEAUT, OH 44030**  
(hereinafter called the Professional)

All terms, requirements conditions and considerations of the Standard Form of Agreement for Open-Ended Professional Design Services previously executed between the School District and the Professional on the **9<sup>th</sup> day of January, 2017** hereby referenced and made a part hereof as if attached.

1. **Reference Information:**

Project Name and Number:	Emergency Generator Relocation WCSD Project No.: 1701
Project Locations:	Youngsville Elementary/Middle School (YEMS); 232 Second Street, Youngsville, PA 16371  (former) Allegheny Valley Elementary School; 100 N. Main Street, Clarendon, PA 16313
Construction Cost Allocation:	<b>\$ 91,000.00</b>

2. **Professional's Scope of Work:**

Design services, specifications and construction supervision for the above referenced project.

Attached proposal dated December 19, 2016.

3. **Time Requirements:**

Design and specifications by **to be determined.**

Project completion by **to be determined.**

4. **Special Conditions:**

N/A

5. **Compensation and Costs:**

The Professional's compensation, as negotiated for services to be rendered under this Individual Work Order, shall be **\$ 13,500.00** to be paid upon completion of the Professional's work unless otherwise agreed to and outlined in this Individual Work Order by the School District.

In Witness Whereof, this Individual Work Order has been executed and delivered as of the date previously set forth:

FOR THE PROFESSIONAL:

FOR THE SCHOOL DISTRICT:

\_\_\_\_\_  
Individual or Partner  
(If Professional is an individual or partnership)

\_\_\_\_\_  
President of the Board of School Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
President or Vice President of Corporation

\_\_\_\_\_  
Secretary or Treasurer of Corporation



## H.F. LENZ COMPANY

### *Engineering*

322 State Street  
Conneaut, Ohio 44030  
Phone: 440-599-7800  
FAX: 440/599-7801

December 19, 2016

Dr. Nobert J. Kennerknecht, Ph. D.  
Director of Buildings and Grounds  
Warren County School District  
6820 Market Street  
Russell, PA 16345-3406

Subject: Youngsville Elementary School  
Emergency Generator Relocation Project  
HFL File No. 2016-7000.45

Dear Dr. Kennerknecht:

This letter and its enclosure constitutes our proposal and agreement to provide Electrical Engineering design services for the emergency generator relocation project at Youngsville Elementary School located in Youngsville, PA.

### **SCOPE OF WORK**

This project includes the relocation of an existing emergency generator, automatic transfer switch, remote annunciator, and associated equipment from Allegheny Valley Elementary School to Youngsville Elementary School. In support of this project, the H.F. Lenz Company will provide Electrical Engineering design services for the new infrastructure.

### **SCOPE OF SERVICES**

1. Conduct a site visit to observe existing conditions as they relate to the performance of our services.
2. Provide a set of pre-final (90%) construction documents for the Owner's review.
3. Incorporate Owner's comments in the design documents.
4. Provide a set of final construction documents for bidding purposes and for submission to the Authority Having Jurisdiction (AHJ) for review and approval.
5. Specifications shall be in booklet form.
6. Attend one-(1) pre-bid meeting.
7. Provide written comments on contractor prepared shop drawings and submittals.
8. Conduct a maximum of three-(3) site visits during the construction phase. The purpose of these visits will be for responding to questions, observing work in place, preparing punch lists, etc.



### CLARIFICATIONS

1. Environmental and hazardous materials consulting services, if required, are being provided by others.
2. All approval and permitting fees will be paid for by others.

### COMPENSATION

1. Based on our understanding of the above Scope of Services, we will provide our services for the fixed fee of **\$13,500**.
2. It is understood that during the course of this project, additional service requests for work not described herein may be made by the Client. Should additional services be necessary, they will be provided on a time-and-expense method of payment as per the included rate schedule or as agreed to in the written confirmation. Additional services will not be performed unless confirmed in writing by the Client or the Engineer.
3. Typically, additional services include:
  - Testing
  - Site visits not specifically included
  - Meetings not specifically included
  - Presentations
  - Record documents
  - Reproduction costs associated with bidding
  - Specialty consultants
  - Commissioning services
  - Structural testing and special inspections required by the local building code enforcement official
4. Rate Schedule:

• Principal	= \$180.00/hour
• Project Engineer	= \$150.00/hour
• Senior Engineering Technician	= \$125.00/hour
• Project Manager	= \$120.00/hour
• Junior Engineering Technician	= \$110.00/hour
• Technician	= \$95.00/hour
• Field Representative	= \$95.00/hour
• CADD	= \$75.00/hour
• Secretary	= \$65.00/hour
• Expenses	= 1.0 multiplier

Rates shown will remain in effect for a 12-month period.



**H.F. LENZ  
COMPANY**

Dr. Kennerknecht  
December 19, 2016  
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#### **GENERAL CONDITIONS**

1. Refer to the enclosed "Standard General Conditions".
2. The Client will provide copies of all relevant documents necessary for the Engineer to provide his services.
3. Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law:
  - The total liability of H.F. Lenz Company or any of its owners, officers, or employees for damages due to breach of contract, error, omission, professional negligence, or any other theory of liability, for any and all claims, liabilities, losses and damages, shall not exceed three (3) times H.F. Lenz Company's fee under this Agreement;
  - H.F. Lenz Company or any of its owners, officers or employees shall not be liable to the Client for any consequential damages caused by any breach of contract, error, omission, professional negligence, or any other theory of liability. Consequential damages include, but are not limited to, loss of use and loss of profit.
4. Should it become necessary for H.F. Lenz Company employees to serve as a witness or become involved in consultations relative to legal matters, the Client agrees to compensate H.F. Lenz Company, in accordance with the included rate schedule, plus reimbursable expenses including attorney's fees, for all services rendered by our principals and employees performing as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceedings. The Client further agrees to compensate H.F. Lenz Company on the same basis for any engineering services mandated by third parties or the courts relative to design, construction, and / or operation issues reviewed or as a result of the services provided under this agreement.

Please return an executed original of this agreement for our file. The other original is for your records. We thank you for this opportunity to provide these services. Should you have any questions, please contact this office.



H.F. LENZ  
COMPANY

Dr. Kennerknecht  
December 19, 2016  
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Sincerely,

H.F. LENZ COMPANY

*George A. McMillan/mj.*

George A. McMillan IV, P.E., Associate  
Director Great Lakes Region

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Enclosure

cc: Contract File

**ACCEPTED FOR WARREN COUNTY SCHOOL DISTRICT (CLIENT)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

Printed Name & Title: \_\_\_\_\_



H.F. LENZ  
COMPANY

## STANDARD GENERAL CONDITIONS

1. **THE AGREEMENT:** This AGREEMENT is made by and between H.F. Lenz Company, hereinafter referred to as ENGINEER, and the client named in the attached proposal, hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these STANDARD GENERAL CONDITIONS, the attached PROPOSAL and any exhibits or attachments noted in the PROPOSAL. Together these elements represent the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing by both parties.

2. **INVOICING AND PAYMENT:** Invoicing will be on a monthly basis with payment due in full within thirty (30) days. Interest will be charged at 1% per month on amounts which are past due more than sixty (60) days from date of invoice. The failure to make any payment in accordance with the terms of this AGREEMENT constitutes a material breach and ENGINEER may, by giving five (5) days' written notice, terminate or, at its option, suspend performance under this AGREEMENT.
3. **CLIENT'S RESPONSIBILITIES:** CLIENT shall: provide all criteria and full information as to CLIENT's requirements for the Project; designate a person to act with authority on CLIENT's behalf in respect of all aspects of the Project; examine and respond promptly to ENGINEER's submissions; give prompt, written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any defect in the work; and furnish additional data and reports as may be necessary for the performance of services on the project.
4. **OWNERSHIP OF DOCUMENTS:** Drawings, Specifications, Reports, and all other documents, including those in electronic form, prepared by ENGINEER and the ENGINEER'S subconsultants pursuant to this AGREEMENT are Instruments of Service, and are for use solely with respect to the Project. ENGINEER and the ENGINEER'S subconsultants shall be deemed the authors of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Any unauthorized use of the Instruments of Service will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's subconsultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the ENGINEER and the ENGINEER'S subconsultants. ENGINEER grants CLIENT a non-exclusive license to use the final versions of the Instruments of Services for the purpose set forth in the Proposal. Timely and full payment is a condition precedent to the continued validity of the license granted by this Paragraph.
5. **OPINIONS OF COST:** It is recognized that neither the ENGINEER nor the CLIENT has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of Construction Cost or evaluation prepared or agreed to by the ENGINEER. Opinions of Cost are only provided if expressly included in the scope of services set forth in the Proposal.
6. **REPRESENTATIONS RELATING TO WORK PERFORMED:** The services provided as part of this AGREEMENT shall be performed in accordance with the standards of skill and care ordinarily exercised by other engineers acting under similar circumstances and conditions ("Standard of Care"). Client acknowledges that ENGINEER's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by CLIENT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or ENGINEER.
7. **ASSIGNMENT AND TERMINATION:** This AGREEMENT and/or any claims arising under this AGREEMENT or in connection with the services may not be transferred or assigned without the written consent of both parties. The obligation to provide further services under this AGREEMENT may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER shall be paid its compensation for services performed to the date of termination plus reimbursable expenses then due.
8. **CONTROLLING LAW:** This AGREEMENT is to be governed by the law of the principal place of business of ENGINEER.
9. **RESPONSIBILITY OF CONTRACTOR:** The ENGINEER shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work or any construction activities at the project site. The ENGINEER shall not be responsible for the Contractor's schedules or failure to carry out the Work or any construction not in accordance with the Contract Documents or the Contractor's contractual obligations. The ENGINEER shall not have control over or charge of acts or omissions of the Contractor, subcontractors or their agents or employees, or of any other persons performing portions of the Work or construction.
10. **HAZARDOUS MATERIALS/TOXIC SUBSTANCES:** The ENGINEER shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site, including but not limited to mold, lead containing paint or other finishes, asbestos-containing materials, polychlorinated biphenyls (PCBs) or other hazardous substances or petroleum products.
11. **DISPUTE RESOLUTION:** All claims, disputes, and other matters in question between the parties arising out of or relating to this AGREEMENT or the breach thereof, shall be addressed in the following manner. The parties shall enter into good faith negotiations for a period of thirty (30) calendar days from the date notice of a claim or dispute was served by either party in an effort to settle the dispute. If after thirty (30) days the claim or dispute is not resolved, the parties agree to submit the claim and/or dispute to non-binding mediation by a mediator mutually agreeable to both parties. The cost of the mediation shall be borne equally. If the matter is not satisfactorily resolved through non-binding mediation, either party may initiate legal action against the other to resolve the claim and/or dispute.

In no event shall a demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.



## H.F. LENZ COMPANY

### *Engineering*

322 State Street  
Conneaut, Ohio 44030  
Phone: 440-599-7800  
FAX: 440/599-7801

December 19, 2016

WCSD- Youngsville Elementary School – Emergency Generator Relocation  
HFL File No.: 2016-7000.45

### Scope of Work:

1. Disconnect and extract existing 150 kW exterior emergency generator, 400A automatic transfer switch, remote annunciator, & associated components from Allegheny Valley Elementary School
2. Transport existing emergency generator and associated components to Youngsville Elementary School.
3. Install relocated 150 kW exterior emergency generator outside Mechanical Room 153.
4. Install relocated 400A automatic transfer switch and new 225A automatic transfer switch with a 400A emergency distribution panel feeding the transfer switches in Telephone Electrical Room 127. New 400A emergency life safety distribution panel and 100A emergency life safety branch panel and new 225A emergency mechanical distribution panel will reside in this room.
5. Automatic transfer switches normal feeds to be fed from existing distribution panel MDP-2 located in Telephone Electrical Room 127.
6. Install relocated remote annunciator, & associated components in Youngsville Elementary School Main Office 143.
7. Set four (4) new 100A emergency life safety branch panels in various locations around the school to pick up emergency lighting loads.
8. New 225A emergency mechanical equipment panel to be set in Mechanical Room 153 fed from emergency mechanical equipment distribution panel.
9. Pick up existing mechanical room loads on emergency equipment panel. Existing loads to be transferred to emergency equipment panel to be determined by WCSD.
10. Factory tech to certify generator and automatic transfer switches prior to start up.
11. Contractor shall be responsible for all required permits and applicable fees pertaining to the scope of work.