

RIDER B
GENERAL CONDITIONS

EXHIBIT D

INDIVIDUAL WORK ORDER
FOR
PROFESSIONAL DESIGN SERVICES

Work Order Number 1701.1702

This Individual Work Order is being issued on the **9th 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 **9th day of January, 2017** hereby referenced and made a part hereof as if attached.

1. **Reference Information:**

Project Name and Number:	Switchgear Relocation WCSD Project No.: 1702
Project Locations:	Warren Area High School (WAHS); 345 East Fifth Avenue, Warren, PA 16365 Youngsville High School (YHS); 227 College Street, Youngsville, PA 16371
Construction Cost Allocation:	\$ 74,000.00

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 **\$ 7,500.00** 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 High School
Switchgear Relocation Project
HFL File No. 2016-7000.44

Dear Dr. Kennerknecht:

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

SCOPE OF WORK

This project includes the relocation of an existing main switchgear from Warren Area High School to Youngsville High School and the demolition of the existing 60's vintage switchboard out of Youngsville High 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 **\$7,500**.
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
Page 4 of 4

Sincerely,

H.F. LENZ COMPANY

George A. McMillan IV

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
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Phone: 440-599-7800
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December 19, 2016

WCSD- Youngsville High School – Switchgear Relocation
HFL File No: 2016-7000.44

Scope of Work:

1. Disconnect and extract existing 1200A, 480Y/277V, 3-Phase, 4-Wire, two (2) section switchgear, associated components, and existing circuit breakers from Warren Area High School.
2. Transport existing switchgear to Youngsville High School.
3. Disconnect and remove existing 1600A, 208Y/120V, 3-Phase, 4-Wire, two (2) section modular switchboard. All associated conductors and conduit to remain to be reused and refed.
4. Install existing 1200A, 480Y/277V, 3-Phase, 4-Wire, Two (2) section switchgear in Youngsville High School, Storage Room A-151, with 4" housekeeping pad.
5. Extend existing main service feeders and existing panel feeders to relocated switchgear. Installation of all associated junction boxes, feeders, conduit, and fittings to be included.
6. Set new 225A branch panel and reconnect all existing circuits fed from existing 225A panel included in existing modular switchboard in Boiler Room A-150.
7. Install new utility metering and associated CTs.
8. Factory tech to certify board prior to start up.
9. Contractor shall be responsible for all required permits and applicable fees pertaining to the scope of work.