



March 17, 2022

Warwick School District  
301 West Orange Street  
Lititz, PA 17543

Attn: Mr. Nathan Wertsch  
Chief Financial Officer

Re: Warwick Middle School  
Gymnasium Rooftop Unit Replacement

Dear Mr. Wertsch:

We are very pleased to provide you with our proposal for engineering services associated with the proposed rooftop unit replacement at Warwick Middle School. A summary of our proposed scope of work is as follows:

- Selection of replacement units for the two existing Gymnasium units.
- Verification of the required design water flows
- Preparation of a bid document showing the unit replacement scope including:
  - Specification of the new units
  - Curb modifications
  - Duct modifications
  - Pipe extension/connections
  - Control interface
  - Electrical connections

The scope of work will include the mechanical and electrical documents, pricing coordination, and minimal construction services. It is assumed that Warwick SD will procure the project through Costars, so we have not included full specification books and front-end bid documents.

Our services will include the following:

1. Survey as required and coordination with your office to verify existing conditions and to determine the design parameters and specific requirements for the work.
2. Preparation of electronic design drawings for the mechanical and electrical work using AutoCAD software.
3. Preparation of technical specifications and notes on the drawings for the mechanical and electrical work.
4. Answering Costar bidder RFI's during the pricing process.
5. Review of Costars bids and related bid recommendation.
6. Construction administration services to include shop drawing review, responses to RFI's, and a final site review as required.

Excluded Services:

1. Architectural or Structural Engineering services. We will have you engage separately with a structural engineer if the new units require structural analysis or modification.
2. Formal bidding or bid coordination meetings.
3. Permitting or code review costs.
4. Cost estimating services.

The engineering fee for the above services will be as follows:

| <b>*Design and Bid Phase</b> |       |              |                   |
|------------------------------|-------|--------------|-------------------|
| ME Design                    | Hours | Rate         | Total             |
| HVAC                         | 16    | \$183.00     | \$2,928.00        |
| Electrical                   | 4     | \$134.00     | \$536.00          |
| ME Specs                     |       |              |                   |
| HVAC                         | 2     | \$183.00     | \$366.00          |
| Electrical                   | 2     | \$134.00     | \$268.00          |
| ME Drafting                  |       |              |                   |
| Base Plan                    | 2     | \$109.00     | \$218.00          |
| HVAC                         | 6     | \$109.00     | \$654.00          |
| Electrical                   | 2     | \$109.00     | \$218.00          |
| Bidding Support              |       |              |                   |
| HVAC                         | 4     | \$183.00     | \$732.00          |
|                              |       | <b>Total</b> | <b>\$5,920.00</b> |

| <b>*Construction Admin Phase</b> |       |              |                   |
|----------------------------------|-------|--------------|-------------------|
| ME Construction Admin            | Hours | Rate         | Total             |
| HVAC                             | 4     | \$183.00     | \$732.00          |
| Electrical                       | 2     | \$134.00     | \$268.00          |
| Inspections                      |       |              |                   |
| HVAC                             | 4     | \$183.00     | \$732.00          |
| Electrical                       | 4     | \$134.00     | \$536.00          |
|                                  |       | <b>Total</b> | <b>\$2,268.00</b> |

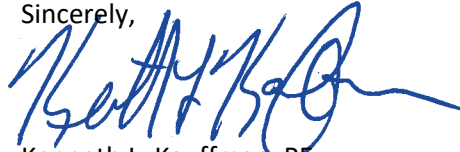
\*Structural scope is not included in the above fee proposal

Invoices will be submitted monthly based on the percentage of the work completed. Interest will be charged on past due invoices at a rate of 1-1/2% per month. Reimbursable expense for travel, telephone, postage/delivery, regulatory agency approvals, and duplication of documents will be billed at cost. Additional site visits, inspection work or specialized consultation required for the project, as requested by your office, will be invoiced on an hourly basis in accordance with our current rate schedule.

This proposal and the attached Terms and Conditions shall represent the entire understanding between the Warwick School District and Moore Engineering Company, in respect to this project, and may only be modified in writing if signed by both parties.

If this agreement satisfactorily sets forth your understanding between us, we would appreciate your signing the enclosed copy of this letter in the space provided and return it to us. Thank you.

Sincerely,



Kenneth L. Kauffman, PE  
President

#### TERMS AND CONDITIONS

Moore Engineering Company shall perform the services outlined in this agreement for the stated fee arrangement.

**Billings/Payments:** Invoices for Moore Engineering Company services shall be submitted at Moore Engineering Company's option, either upon completion of such services or on a monthly basis. Invoices shall be payable upon receipt. If the invoice is not paid within 30 days, Moore Engineering Company, without waiving any claim or right against the client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

**Late Payments:** Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance at the sole election of Moore Engineering Company. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**Indemnification:** To the fullest extent permitted by law, the Client shall indemnify and hold harmless Moore Engineering Company and all of its personnel and agents from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client, except Moore Engineering Company, or anyone for whose acts any of them may be liable, regardless of whether or not such claim is caused in part by a party indemnified hereunder. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

**Limitation of Liability:** In recognition of the relative risks and benefits of the project to both the Client and Moore Engineering Company, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Moore Engineering Company to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of Moore Engineering Company to the Client shall not exceed three times Moore Engineering Company's fee for the project. Such caused include, but are not limited to, Moore Engineering Company's negligence, errors, omissions, strict liability, breach of contract and breach of warranty.

**Prototype Designs, Standards and Guidelines:** To the extent the scope of services for Moore Engineering includes the preparation of prototype designs, performance standards or guidelines on projects on which Moore Engineering is not the Engineer of Record, then Client agrees that those prototype designs, performance standards or guidelines are not to be used to obtain a building permit or for bidding purposes. Rather, those prototype designs, performance standards or guidelines are to be used for informational purposes only to inform the Engineer of Record as to the general design intent, and that to the extent that the prototype designs, performance standards or guidelines are incorporated into the project contract documents, the Engineer of Record will review the prototype designs, performance standards or guidelines in sufficient detail to take full professional responsibility for same.

**Hazardous Materials:** Moore Engineering Company shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

**Termination of Services:** This agreement may be terminated by the Client or Moore Engineering Company should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Moore Engineering Company for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**Ownership of Documents:** All documents produced by Moore Engineering Company under this agreement, including CAD files, design calculations and related information, shall remain the property of Moore Engineering Company and may not be used by the Client for any other endeavor without written consent of Moore Engineering Company.

**Applicable Laws:** Unless otherwise specified, this agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

**Construction Review:** The Client recognizes that construction review is provided to minimize problems during construction by permitting detection of and/or rapid response to unanticipated or changed conditions, or errors or omissions committed by Moore Engineering Company, the contractors, sub-contractors, material providers or others. The Client also recognizes that no party is as intimately familiar with Moore Engineering Company as the Design Professional and those Moore Engineering Company prepares for and assigns to reviewing tasks. Accordingly, the Client agrees to retain Moore Engineering Company to review construction and Moore Engineering Company agrees to assign to the review function persons qualified to observe and report on construction of Moore Engineering Company's recommendation, plans and specification, and the quality of work performed by contractors. The

Client recognizes that construction review is a technique employed to minimize the risk of problems arising during construction, that construction review by Moore Engineering Company is not insurance and does not constitute a warranty or guarantee of any type. In all cases, contractors, shall retain the responsibility for the quality of their work and for adhering to plans and specifications. Should the Client for any reason not retain Moore Engineering Company to review construction, or unduly restrict the Moore Engineering Company assignment of personnel to review construction, or should Moore Engineering Company at the direction of the Client for any reason not perform construction review during the full period of construction, Moore Engineering Company shall not have the ability to perform a complete service. In such a case, the Client waives any claim against Moore Engineering Company and agrees to indemnify, defend and hold Moore Engineering Company harmless for any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed by Moore Engineering Company. The Client also agrees to compensate Moore Engineering Company for any time spent and expenses incurred by Moore Engineering Company in defense of any such claim, with such compensation based upon Moore Engineering Company's prevailing fee schedule and expenses reimbursement policy.

Means and Methods: Moore Engineering Company shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work to be performed, nor shall Moore Engineering Company be responsible for the contractors, sub-contractors and any other person or entities failure to perform its work in accordance with the requirements of its obligations.

Dispute Resolution: Any claim or dispute between the Client and Moore Engineering Company shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator.

KLK/klk

cc: 2022 Proposal File

Accepted this \_\_\_\_\_ Day of \_\_\_\_\_, 2022

By: \_\_\_\_\_