

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9060

DATE 8-6-20

TITLE

**RESOLUTION APPROVING THE PROFESSIONAL ENGINEERING SERVICES
PROPOSAL FOR THE SCOREBOARD DESIGN, BIDDING, AND LIMITED
CONSTRUCTION CONSULTATION FOR THE NEW EXTERIOR VIDEO
SCOREBOARD AT HISTORIC BOWMAN FIELD PREPARED BY LARSON DESIGN
GROUP (LDG)**

WHEREAS, the City Council of the City of Williamsport (City) approves the Price Proposal as submitted by LDG, and attached herein for the design, bidding, and limited construction consultation for the new exterior video scoreboard at Historic Bowman Field. The new scoreboard construction is the final item remaining in the Bowman Field-Crosscutters' Stadium Renovations – Phase II.

BE IT HEREBY RESOLVED, by the City Council of the City of Williamsport as follows:

1. That City Council of the City of Williamsport hereby approves the proposal between LDG and the City in the amount of and not-to-exceed \$93,220.
2. The City authorizes the Mayor and Finance Director to execute the attached proposal on behalf of the City of Williamsport.

Approved

Jamie M. Franke
City Clerk
Margaret J. Gooding
Controller

Randy Oleson
President
Wuk Stuyts
Mayor



July 14, 2020

Mr. Adam Winder, General Manager
Contract and Public Services
1550 West Third Street
Williamsport, PA 17701

Re: City of Williamsport
Historic Bowman Field – Proposed Exterior Video Scoreboard

Dear Adam,

On behalf of Larson Design Group (LDG), thank you for the opportunity to provide this proposal for professional engineering services for the work related to the proposed Exterior Video Scoreboard at Historic Bowman Field. Over the years, LDG has been honored to assist with design and professional services that have contributed to the various upgrades throughout the complex, keeping the Park one of the City's finest assets.

We are pleased to provide the following scope of services outlining tasks to assist you and the City of Williamsport with engineering services. Should you feel that you need more (or less) involvement by LDG at any step in the process, we would be happy to revise our proposal accordingly.

We appreciate the opportunity to submit this proposal and look forward to working with you. If you have any questions, please feel free to contact me at 570-323-6603, extension 3019 or via email at ckeiser@larsondesigngroup.com.

Sincerely,

LARSON DESIGN GROUP

A handwritten signature in black ink, appearing to be "C. Keiser", with a horizontal line extending to the right.

Christopher E. Keiser, RLA
Project Manager – Site Engineering

cc: Mayor Derek Slaughter
Jon Sander, PE
Brad Aurand, PE
File 2020 - 0482

CEK/sgb

An employee-owned company

1000 Commerce Park Drive, Suite 201, Williamsport, PA 17701
570.323.6603 | larsondesigngroup.com

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by

EJCDC 
**ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2008 Edition), or one of the several special purpose EJCDC professional services agreement forms.

Copyright © 2009 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 14, 2020 ("Effective Date") between

City of Williamsport ("Owner")

And

Larson Design Group, Inc. (dba Larson Design Group) ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

New Exterior Video Scoreboard – Historic Bowman Field ("Project").

Engineer's Services under this Agreement are generally identified as follows:

See the Attached Scope of Service

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: See Attached Scope of Service
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 2 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days

after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal. If collection efforts are exercised by Engineer, all costs associated with these efforts will be incurred by Owner.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) Upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) Upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Owner agrees, to the fullest extent permitted by law, to indemnify and defend Engineer against all claims asserted by the contractor or subcontractors against Engineer which arise out of or are related to the design or construction phase services provided by Engineer under this agreement.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. ~~To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.~~
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to

identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. The Owner and Engineer agree that if Engineer's Basic Services under this Agreement do not include (a) Project Observation or other review or examination of contractor performance, and/or (b) any other Construction Phase Services, then the Owner shall assume full and complete responsibility for such services. This includes, but is not limited to, responding to questions regarding the intent of the contract documents, reviewing submittals, transmittals, shop drawings, applications for payment, or any other document prepared or submitted by the contractor or owner during construction, attendance at project meetings, preparation of a punch-list or other itemization of remaining work, preparation of correspondence or any other such duty.
- L. Where Engineer has a duty to review any shop drawings, submittals or other such documents, it is agreed Engineer's review shall be for design intent only. Engineer is not responsible for deficiencies, errors or omissions in the shop drawings, or submittals, or other such documents provided by contractor.
- M. Where Engineer has a duty to review certified payrolls of the Contractor, it is agreed that Engineer's review is only for purpose of determining the approximate value of the work performed by the Contractor. Engineer's recommendations as to payment of applications for payment shall not be construed as Engineer's acceptance of any work.
- N. Changes in Pennsylvania's One-Call law have imposed new responsibilities upon project owners "to utilize sufficient quality levels of subsurface utility engineering or other similar techniques whenever practicable to properly determine the existence and positions of underground facilities when designing known complex projects having an estimated cost of four hundred thousand dollars (\$400,000) or more." In addition, Engineer sometimes makes recommendations to owners that subsurface utility engineering is necessary based upon job conditions, regardless of project cost.

The American Society of Civil Engineers standard which is referenced in the One-Call Law, sets forth four (4) quality levels designated as A (highest), B, C and D (lowest). Engineer typically provides services at level C. This includes requesting line and utility information from the PA One Call System, locating marked utilities and visible above ground utility features, and identifying approximate locations of utility lines on the plans using its professional judgment in correlating the information obtained from the field survey, existing records, oral statements, information from PA One Call System.

Based upon job conditions, Engineer may recommend levels A or B. Engineer does not provide services at level A or B, but has the ability to coordinate a subconsultant that does provide this level. If Engineer recommends level A or B and if the Owner agrees with this recommendation, Engineer will enter into a subconsultant agreement to have this work performed at an additional cost to the Owner.

- O. Engineer will not provide advice as it relates to municipal securities and thus is not a "Municipal Advisor" as defined by the Security and Exchange Commission "Municipal Advisor Rule".

However Engineer may qualify as a municipal representative and if such should apply, will be subject to all benefits accordingly.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- B. In the event that Owner and Engineer have not executed this Agreement for Professional Services, Owner's verbal or written authorization to Engineer to proceed with the performance of the services set forth therein, or any payment received from Owner toward this project, shall constitute acceptance by Owner of this Agreement for Professional Services. The parties agree that, notwithstanding its terms, no subsequently executed purchase order or other Owner submitted terms and conditions shall modify, contradict or supplement the terms of this Agreement for Professional Services. In particular, no such subsequently executed document shall create any warranty with regard to the services performed by Engineer and its subconsultants nor shall it create any right of indemnification or any remedy for the benefit of Owner that is not expressly set forth in this agreement.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. Total **\$93,220.00** Not including reimbursable expenses.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period plus billable reimbursable expenses which are above and beyond the Lump Sum.

7.02 *Additional Services:* For additional Services, Engineer shall submit a written change order to the Owner in advance of commencing services. Such change order shall document the additional scope of services and appropriate fee. Upon mutual agreement of said change order, Engineer will commence additional services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

ENGINEER: Larson Design Group, Inc.

By: _____

Title: _____

Date Signed: _____

Engineer License or Firm's

Certificate Number: 23-2615527

State of: PA

Address for giving notices:

Larson Design Group, Inc.
dba Larson Design Group
1000 Commerce Park Drive, Suite 201
Williamsport, PA 17701

SCOPE OF SERVICES
DESIGN, CONSTRUCTION DOCUMENTATION AND BIDDING
FOR
NEW EXTERIOR VIDEO SCOREBOARD
HISTORIC BOWMAN FIELD
CITY OF WILLIAMSPORT, LYCOMING COUNTY, PA

PROJECT UNDERSTANDING

The City of Williamsport has received a Redevelopment Assistance Capital Program (RACP) grant from the Commonwealth of Pennsylvania. The grant is to be utilized towards improvements to Historic Bowman Field and, in this instance, towards the installation of a new exterior video scoreboard. The scoreboard is proposed to be in left center field. This scope of services is to cover the design, coordination, bid package development, bidding and minimal construction administration for the successful installation of the scoreboard.

We propose the following scope of services:

TASK 1 – EXISTING CONDITIONS

- LDG will contact the PA One Call system for utility information. We will identify visible utilities and those marked by utility companies while performing our field survey of the site.
- LDG will utilize a topographic survey of the field that was prepared in 2017 for the first phase of field improvements.
- LDG will conduct a subsurface geotechnical investigation to include two borings extended to a depth of at least 35 feet and prepare a report with its findings and foundation recommendations.

TASK 2 – FINAL DESIGN

- LDG will attend a project kick-off meeting; this meeting will clearly identify the specific needs and goals of the project, establish project schedules and establish open lines of communication.
- Final Design will encompass the following:
 - Site plan
 - Demolition plan (remove old scoreboard and electric)

- Scoreboard framing design
 - Steel framing design shall be prepared based upon support and mounting requirements of Basis of Design scoreboard selection. Minor revisions for incidental differences in attachment may be performed upon final equipment selection and receipt of scoreboard shop drawings. Revision of framing concept, member sizing, etc. is not included and may be performed as an additional service if final equipment selection requires design revision.
 - Scoreboard frame shall include maintenance catwalk and access stair or ladder.
- Foundation design
 - Concrete pier foundation design shall be prepared based on the results of the geotechnical investigation prepared under Task 1.
- Electrical design
 - Conduct a site visit to document the existing electrical distribution system.
 - Coordinate with scoreboard specialist for the power and communications requirements.
 - Provide an electrical plans showing all electrical power for the scoreboard, control room, cameras and associated equipment.
 - Provide electrical division 26 specifications
 - Provide responses to RFIs during bidding
 - Provide a total of two site visit during construction. One for a general inspection and one for a final inspection.
 - Provide submittal review.
 - Review RCAP funding requirements and add additional notes to the plans as required.
- Audio-Video-Broadcasting: LDG's subconsultant will provide audio-video broadcast drawings and specifications.
 - Video scoreboard design and coordination for a new Direct View LED (DVLED) scoreboard to display content in support of Williamsport Crosscutters and other City of Williamsport functions. The DVLED display shall receive signal from the in-house broadcast system described herein.
 - Broadcast system design and coordination of a new video broadcast system to acquire live images of events occurring at the venue and produce them into a final program feed suitable for display on the DVLED or Williamsport Crosscutters MLB broadcast. System components to be evaluated and confirmed during the design process typical include, but are not limited to:
 - Pathways and cabling
 - Camera connections
 - Power requirements

- Wireless camera transmission system
 - Camera systems
 - Operator intercom
 - Signal router(s)
 - Broadcast switcher
 - Replay system
 - On-air graphics generator
 - Sports video control system
 - DVLED interface and processing
 - Audio mixing console
 - Audio monitoring
 - Announcer/on air talent microphone, interface, IFB, etc.
 - Control room layout and coordination
 - Equipment/engineering room layout and coordination
- LDG will develop an estimate of probable construction costs.

TASK 3 – PROJECT MANAGEMENT AND COORDINATION

- LDG will conduct two progress meetings with City officials and the Project Team during the design process. Minutes will be prepared and distributed to the attendees.
- LDG will submit hard copies of the plans and bid package to the City for review and approval prior to advertising for bid.

TASK 4 – BIDDING, CONTRACT ADMINISTRATION

- The project will be bid via an open bidding process. LDG will post the bid plans and documents to our website for contractors to view and download. We will provide answers and RFI clarification to contractors, as requested.
- LDG will assist with the organization of a Pre-Bid meeting. At this time, we're anticipating the meeting to be a conference call or web-based meeting.
- LDG will review and respond to construction submittals in a timely manner.
- LDG will attend coordinated construction meetings, at the following milestones:
 - 25%, 50%, 75%, 100% and Punchlist

CONDITIONS, ASSUMPTIONS AND EXCLUSIONS

- ❑ This scope and fee do not include Architectural fees. We anticipate that we will be provided the previously prepared Architectural plans (in CAD form) for the Control Room. Additionally, we anticipate any Architectural, decorative or aesthetic improvements added to the scoreboard will be the responsibility of the scoreboard manufacturer or will result in a design change order.
- ❑ Fees typically charged by review agencies such as the Conservation District, Planning Commissions, municipal review engineers, other permit fees, etc. have not been identified and are not included within this proposal. They must be paid separately by the owner or can be a reimbursable expense to the consultant.
- ❑ No detailed utility design is included at this time. If any utilities require upgrades or relocations, LDG will identify this under the feasibility study and will outline the work required in the scope of work for the next phase.
- ❑ Any design not specifically mentioned and design in greater detail than specified for on or off-site design is not included.
- ❑ The Geotechnical report, prepared in 2017 for the field renovations, is inadequate to provide the necessary technical information required for design of this project. Foundation design is expected to consist of end-bearing drilled pier style concrete footings. Deep foundations (piles, micropiles, or similar) are not included and shall be considered an additional service if found to be required.
- ❑ LDG will prepare the Advertisement for Bid and supply to the City of Williamsport. It will be the responsibility of the City of Williamsport to coordinate the placement of the ad.
- ❑ Review of Additional Shop Drawing Submittals when occasioned by improper or incomplete Submittals is not included. Reviews beyond one initial submission and one resubmission shall be considered an additional service.
- ❑ Services required to make changes resulting from value-engineering review or Project Peer Review shall be considered an additional service and will require an additional fee.
- ❑ Redesign of any portions of the work due to hidden conditions or inaccurate information provided by the client will be considered an additional service requiring an additional fee.
- ❑ Review and design of alternate or substitute structural systems or materials is considered an additional service and will require an additional fee.
- ❑ Services rendered for special foundations when the discovery of poor or unexpected soil conditions is made after execution of the Agreement shall be considered an additional service and will require an additional fee.

- ❑ Services required to make changes requiring redesign of previously accepted work as the result of Client request or redirection may result in additional services requiring additional fees.
- ❑ The following is excluded from this proposal:
 - Application, permit or review fees required by review agencies.
 - Construction stakeout or construction as-built plans.
 - Recordation of legal documents and agreements at the County Courthouse.

DELIVERABLES

- ❑ The following deliverables will be provided for this project:
 - Bid Package

SCHEDULE

We are prepared to begin work immediately upon receipt of the authorization to proceed.

<u>Activity</u>	<u>Estimated Completion Date*</u>
Project Award	July 23, 2020
Project Kick-off (Conference Call)	July 30, 2020
50% Plan and Doc review (Conference Call)	August 21, 2020
90% Plan and Doc review (Conference Call)	September 11, 2020
100% Plan and Doc review (Owner Review)	September 25, 2020
Owner to return with comments	October 5, 2020
Advertise for Bids	October 11, 2020
Open Bids	October 28, 2020
City Council Accept Bid	November 5, 2020
Intent to Award Issued	November 6, 2020
Sign, Award and Construction Kick-Off	December 7, 2020
Construction completion	Spring 2021



PROJECT FEES

Based upon the above outlined Scope of Services and associated assumptions and qualifications, we will complete the Design and Bidding Services for the following lump sum fee not including reimbursable expenses:

Task 1 - 4	\$93,220.00
-------------------	--------------------

Below is the breakdown per discipline for the proposed Scoreboard coordination, design and bidding. Please note, that I'm paraphrasing from the Scope with what's in the parenthesis below. Feel free to give me a call to discuss, if you have any questions. And I can be available to attend any council committee meetings too.

• Site – (Existing Conditions, Design Kick-off, Coordination and Project Management) -	\$4,698.00
• Electrical – (Existing Conditions, Design Development, Coordination Meetings, CD's, Specifications and Bidding Assistance) -	\$15,500.00
• Structural – (Existing Conditions, Design Development, Coordination Meetings, CD's, Specifications and Bidding Assistance) -	\$20,000.00
• Geotechnical – (Drilling rig, Core Analysis and Report) -	\$7,500.00
• Henderson Engineers – Subconsultant – (Design Development, Coordination Meetings, CD's, Specifications and Bidding Assistance) -	\$32,950.00
• Site – (Development of Bid Package, RFI's, Submittals, Meetings (5) and General Project Management) -	<u>\$12,572.00</u>
	\$93,220.00

Also, I realized the last page was missing from the Proposal I sent yesterday. Attached is an updated copy.

Thanks,

Christopher E. Keiser, RLA | Project Manager, Site
Larson Design Group

O: 570.323.6603 x 3019 D: 570.651.1537 M: 570.337.2484
www.larsondesigngroup.com



Report any injuries to 570.692.2062 and all other accidents, near
misses & unsafe conditions to 570.323.6603