



June 16, 2022

Dr. Mark Stamm
South Williamsport Area School District
515 West Central Ave
South Williamsport, PA 17702

**Re: Central Elementary ADA Ramp
555 W Mountain Ave.
South Williamsport, PA 17702**

Dear Mark,

Please review the attached Scope of Services document defining the services that we will be providing on this project along with the fee for the work. If the proposal is acceptable, please sign and return a copy to me.

We look forward to working with your team in completion of this project. If you have any questions regarding this proposal or require additional information, please feel free to contact me at 570-244-3378 or via email to jroddgers@larsondesigngroup.com. Thanks for your time and consideration.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Rodgers". The signature is written in a cursive, flowing style.

Jennifer Rodgers, PE, LEED AP
Project Engineer – Site
Larson Design Group

cc: Brad Aurand (w/enclosure)

File 22-0551

JAR/jar

Larson Design Group

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



SCOPE OF SERVICES

CIVIL ENGINEERING SERVICES

FOR

CENTRAL ELEMENTARY ADA RAMP

SOUTH WILLIAMSPORT BOROUGH, LYCOMING COUNTY, PENNSYLVANIA

We understand that the project consists of a feasibility study and concept design pertaining to an ADA accessible ramp from the school to the Central Elementary upper playground at 555 W Mountain Ave, South Williamsport, PA 17702. Larson Design Group (LDG) has conducted an initial field visit to understand your project needs. Based on our phone conversation and site visit, we understand the civil procedure to generally proceed as follows:

1. Feasibility Study and Concept Design (current proposal)
2. Topographic Survey (future proposal; not included)
3. Final Design (future proposal; not included)
4. Construction Documents (future proposal; not included)

A detailed scope of work, schedule, anticipated fees, and price are provided below:

1. FEASIBILITY STUDY AND CONCEPT DESIGN:

- 1.1. **Existing Conditions:** LDG will gather information such as Lidar contours, aerials, and site photos to map approximate locations of existing features.
- 1.2. **Preliminary Design:** LDG will choose up to two (2) locations that are best suited to construct the ADA accessible ramp. Preliminary grading will be completed.
- 1.3. **Opinion of Probable Cost (OPC):** LDG will create a cost estimate for the proposed improvements utilizing three materials (wood, concrete, and aluminum) so that the client can compare costs.
- 1.4. **Client Coordination/Design Revision:** LDG will provide the plans and cost estimate to the Client for review and comment. We anticipate making one revision to the plans after client review.

Upon Client approval of the ramp location and ramp material, the next step would be for the Client to ask LDG for a proposal to conduct topographic survey of the project area and then Final Design to create Construction Documents.

An employee-owned company

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



2. EXCLUSIONS:

The following items are not included in this scope of work, but can be provided for an additional fee:

- 2.1. Geotechnical reports, assessments, audits, or studies
- 2.2. Archaeological studies/investigations
- 2.3. Phase 1 or Phase 2 environmental studies
- 2.4. Permit fees
- 2.5. Revisions to the plans after the Client has approved layout and authorized design of the project.

3. FEE & REIMBURSABLE EXPENSES:

Based upon the above outlined Scope of Services and associated assumptions and qualifications, we propose the following lump sum fee for a feasibility study and concept design:

Total: - \$ 4,000.00

4. SCHEDULE:

The following is a preliminary project schedule:

Notice to proceed	06/23/2022
Concept design	
• Civil design presented to Client	07/15/2022
• Client feedback to LDG	07/22/2022
• Revised design presented to Client	07/29/2022

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



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 _____ (“Effective Date”) between

South Williamsport Area School District (“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:

Central Elementary ADA Ramp (“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 **\$ 4,000.00** which includes some reimbursable expenses.

Note: Reimbursable expenses included in this fee are mileage and copies. Anything above beyond those services will be an additional expense.

- 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