



February 6, 2023

6:00 P.M.
H.S. Library

Mr. Todd Engel
President
Region III

Mr. Steve Rupert
Vice President
Region II

Mrs. Cathy Bachman
Treasurer
Region III

Mrs. Sue Bowman
Region I

Mr. Ben Brigandi
Region I

Mrs. Summer Bukeavich
Region II

Mrs. Diane Cramer
Region I

Mr. John Hitesman
Region III

Mr. Nathan Miller
Region I

Dr. Eric Briggs
Superintendent

Mrs. Jamie Mowrey
Board Secretary

Mr. Fred Holland
Solicitor

Agenda

Addendum #2 for February 6, 2023

Superintendent's Recommendations

Agreement with Larson Design Group for Geotechnical Services and Survey – Attachment # 10

It is recommended the school board approve the Agreement with Larson Design Group for Geotechnical Services and Survey related to the Central Elementary Building project at a cost not to exceed \$23,000 for Geotechnical Services, \$6,000 for survey, and the cost of reimbursable expenses.



An Agreement for the Provision of Limited Professional Services

1/26/23

Vern McKissick
 McKissick Associates
 317 North Front Street
 Harrisburg, PA 17101

Re: South Williamsport Area School District – Scope of Work

Dear Mr. McKissick:

Larson Design Group (LDG) is pleased to propose the following Agreement for providing Engineering services for the above-referenced project. This proposal will remain open for acceptance for thirty (30) days from the date above.

Description of Project

The South Williamsport Area School District has engaged McKissick Associates to provide design services to support its intended renovation and addition project at the Central Elementary School. The project generally consists of:

1. Advance Procurement Bid Package development and bidding (Authorized 11/21/2022)
2. Base Bid – Renovation of 54,800 SF existing classroom building. MEP and Structural services required. Estimated project construction cost: \$7,337,0448 (total); \$4,722,089 MEP.
3. Bid Alternate #1 – Multi-purpose Room and Kitchen Addition. 12,350 SF. Estimated project construction cost: \$4,542,867 (total). MEP, Structural, and Civil services required.
4. Bid Alternate #2
 - a. 4-Classroom Addition. 6,790 SF. Estimated project construction cost \$1,583,110 (total). MEP, Structural, and Civil services required.
 - b. Convert existing Multi-purpose Room / Kitchen to classroom space. 6,000 SF. Estimated project construction cost \$865,200 (total). MEP and Structural services required.

Larson Design Group (LDG) is pleased to submit the following scope for providing geotechnical exploration and Survey for the Central Elementary School Building Addition in South Williamsport, Lycoming County, Pennsylvania. Data from the subsurface investigation will be used to assist in the development of recommendations and design of the new structures. The following scope describes our understanding of the project and provides an estimate of the fees required to complete the work.

Larson Design Group

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



Scope of Services

The Basic Services to be provided are described below and in the attached Terms and Conditions (Exhibit A).

A. Geotechnical Investigation and Foundation Recommendations- Modified scope of work from the proposal provided on 2/28/20

1. **Site Reconnaissance and Boring Staking:** LDG will stake borings to meet criteria for Pennsylvania 811 Utility Notification using a handheld GPS or measurements from existing features. Although a utility notification will be performed, LDG will coordinate with site personnel regarding private utilities, access and coordinating work as to not impact operations.
2. **Subsurface Exploration:** LDG proposes to advance five (5) test borings approximately 25 feet each, through soil and will be terminated at the top of bedrock. If bedrock is encountered prior to 25, two (2) of the borings will core at least five feet of rock to confirm geologic conditions. Generally speaking, typically, the borings will be located at each corner, center and edges of the proposed structure. It is estimated that about 115 total feet of soil drilling and 10 feet of rock core will be required for the project.
3. The exploration will be completed as follows:
 - a. The borings will be completed by a qualified subcontracted drilling firm under agreement with LDG with one drill rig.
 - b. Borings will be backfilled with non-shrink grout. Auger cuttings will be spread out and will remain at the boring location. No other restoration is required or will be performed.
 - c. Standard penetration test (SPT) samples will be obtained at 3-foot intervals to the top of rock or 10 feet (whichever occurs first) in general accordance with ASTM standards. All soil samples will be placed in glass jars. Bag samples of soil from auger cuttings may also be collected for laboratory testing.
 - d. An experienced field representative will be present on site to monitor the drilling and sampling, classify the samples, prepare logs of the borings, measure groundwater levels, and adjust the exploration program as it proceeds.
4. **Laboratory Testing of Soil:** Classification testing (including water content, Atterberg limits and sieve analysis) will be performed on up to four (4) soil samples. Remolded direct shear or triaxial shear testing, standard proctor testing and unconfined compressive strength testing will be performed on up to one soil sample each. Corrosion Suite testing, including soil resistivity, pH, water-soluble sulfate and chloride will be performed on up to two (2) soil samples. Additionally testing will be performed if required for the project.
5. **Engineering Analyses and Reporting:** Following completion of the field investigation and laboratory testing, a detailed report of geotechnical exploration will be prepared. It will include a boring location plan, test boring logs, laboratory test results, and any other data developed during the course of the exploration. The findings of the exploration will be discussed in detail, including our conclusions regarding the development of the site. In addition, detailed design and construction recommendations will be provided. Recommendations will discuss possible shallow or improved subgrade foundation systems, allowable bearing capacities of the soils encountered, compaction recommendations and other geotechnical related aspects of the project.



B. Survey Scope - Modified scope of work from the proposal provided on 2/28/20

1. Topo and boundary of the newly acquired residential property (Parcel ID 52-002-855) and the adjacent SWASD owned property (Parcel ID 52-002-854).
2. Legal Descriptions of properties to consolidate three (3) parcels, including the main school parcel plus the two (2) parcels listed above, into one (1) parcel.

CONDITIONS

This proposal is based on the following conditions:

- This schedule is dependent upon receiving critical information and/or approvals in a timely manner when requested from the Client or associated vendors.
- The Project Team does not have any control, nor assumes responsibility, for delays beyond the control of LDG.
- The provided scope and fees are based off plans provide to LDG on 1/6/23 that are dated December 16,2022. The plans show add alternate 1 on plan east and add alternate 2A on plan south.
- Any design not specifically mentioned or design in greater detail than specified is not included.
- Attendance at meetings in excess of those called for in the above Scope of Services is not included.
- Owner hereby agrees to allow LDG to utilize Owner's name and brief Project description in marketing material.
- Client shall provide required information pertaining to the project in a timely manner to allow for timely completion of the above services.
- The Project Team will evaluate any changes to the scope of work after date of signed contract and inform Client of any potential impacts to schedule and fees prior to completing any additional work.
- Jurisdictional fees required by plan review agencies are not included in this proposal and shall be paid for by Client or awarded Contractor(s).
- Redesign of any portion of the work due to inaccurate information provided by the Client will be considered an additional service requiring an additional fee.
- The Client shall be responsible to provide safe access to the systems to be evaluated. Safe access shall include provision of ladders, personnel lifts, scaffolding, or other equipment as required by project conditions. If the Client does not have this equipment available, LDG may rent the necessary equipment. Any and all rental fees shall be invoiced as a reimbursable expense.
- Field documentation will be limited to observations of visible and readily accessible elements. If any area of the existing construction is not accessible, LDG will assume existing conditions to complete our scope of work. These areas are considered hidden conditions and will require verification by the contractor during construction.
- 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.
- 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.



EXCLUSIONS

The following items are excluded, but can be provided as additional services:

- As-built plans (both surveyed and plan updates per contractor redlines).
- Plan recording.

Engineering Compensation

A. Geotechnical Services\$23,000

B. Survey\$6,000

Reimbursable Expenses

In addition to the engineering compensation as noted above, Reimbursable Expenses, as described in the Terms and Conditions, shall be billed as listed below: Reimbursables shall be capped at 7.5% of the overall fee.

- Postage, ShippingAt Cost
- Reproductions At Cost + 10% Service Fee
- Mileage..... IRS Standard Rate

Professional Liability Insurance

Larson Design Group carries professional liability insurance. The policy is \$2,000,000 per occurrence with a \$4,000,000 limit.

Additional Provisions

The Client agrees that the scope, methods, details, techniques, and pricing data contained in this proposal shall be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of the Engineer. Client hereby agrees to allow Engineer to utilize Client's name and brief Project description in marketing material.

If Basic Services covered by this Agreement have not commenced within 120 days of the date of this Agreement, through no fault of LDG, the amounts of compensation set forth in this Agreement shall be equitably adjusted.

The costs of services, other than those specifically included and described above in this Letter of Agreement, have not been estimated. If Additional Services are requested, LDG will provide an estimate of our costs as required. No out of scope services will be provided without your written authorization.



This Letter of Agreement and Exhibit A, Terms and Conditions constitute the entire Agreement between the parties. Please examine these documents, sign and return one copy along with any applicable retainer. An additional copy has been provided for your records. Receipt of this signed Letter of Agreement by our office will serve as written Notice to Proceed.

In the event that Client and Engineer have not executed this Letter of Agreement, Client's verbal or written authorization to Engineer to proceed with the performance of the services set forth therein, or any payment received from Client toward this project, shall constitute acceptance by Client of this Letter of Agreement. The parties agree that, notwithstanding its terms, no subsequently executed purchase order or other Client submitted terms and conditions shall modify, contradict or supplement the terms of this Letter of Agreement. In particular, no such subsequently executed document shall create any warranty with regard to the services performed by Engineer and its sub-consultants nor shall it create any right of indemnification or any remedy for the benefit of Client that is not expressly set forth in this Letter of Agreement.

At LDG we know that client service excellence is fundamentally linked to project outcomes. Our commitment to client-focused expectations is supported by our use of a third-party service that monitors our performance through direct client feedback during the project process. This monitoring will either be through web-based feedback surveys or direct conversations by the third party service.

Thank you for considering Larson Design Group for this work. If the Scope of Services is not correct, or if you have any questions regarding other aspects of the Agreement, please call us immediately.

We are looking forward to working with you on this Project.

Sincerely,

LARSON DESIGN GROUP, INC.
(D/B/A Larson Design Group and/or LDG)

Agreed to and Accepted by:

Stacy Witmer, PE
Project Manager – Building Engineering

(Signature)
(Date)

(Printed Name/Title)

(For)

cc: Stefanie English, PE
File: 5686-026

SNW/bmv



EXHIBIT A - Terms and Conditions

This is an exhibit attached to and made part of the Letter of Agreement dated January 26, 2023, between Larson Design Group ("Engineer") and The McKissick Associates ("Client").

Engineer shall perform the services outlined in this Agreement for the stated fee arrangement.

1.0 Definitions

- 1.1 Basic Services: Analysis, design, and preparation of drawings and specifications for the Systems as described in the Scope of Services.
- 1.2 Additional Services: Services beyond those outlined under Basic Services may be requested. These services may be provided as Additional Services by the Engineer under terms mutually agreed upon by the Client and the Engineer.

2.0 Fee

- 2.1 The total fee, except stated lump sum or hourly rate with a maximum fee, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.
- 2.2 Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals or lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional service sales taxes, the cost of reproductions beyond those normally required for coordination and information purposes, and the cost of outside professional services.

3.0 Billings/Payments

Invoices for Engineer's services and reimbursable expenses shall be submitted at the Engineer's option, either upon completion of any phase of the service or on a monthly basis and are payable when rendered. Invoices shall be considered past due if not paid within 30 days after the invoice date and the Engineer may, without waiving any claim or right against Client, and without liability whatsoever to the Client; suspend or terminate the performance of all services. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of past due accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorneys' fees.

4.0 Access to Site

Unless otherwise stated, the Engineer will have access to the site for activities necessary for the performance of the services. The Engineer will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

5.0 Hidden Conditions and Hazardous Materials

- 5.1 A condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If the Engineer has reason to believe that a structurally deficient condition may exist, the Engineer shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition.



- 5.2 If the Client fails to authorize such investigation or correction after due notification, or the Engineer has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the Engineer shall not be responsible for the existing condition nor any resulting damages to persons or property.
- 5.3 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 Client: (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.

6.0 Standard of Care

The Engineer's services shall be performed in accordance with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services under similar conditions at the same time and locality. The Engineer makes no other representation or warranties with respect to the services rendered hereunder, whether expressed or implied.

7.0 Review of Contractor's Work

- 7.1 The Client and Engineer agree that if Engineer's Basic Services under this Agreement do not include (1) Project Observation or other review or examination of contractor performance, and/or (2) any other Construction Phase Services, then the Client 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 Client 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.
- 7.2 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.

8.0 Opinion of Probable Cost

In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.



9.0 Betterment

If, due to the Engineer's error, any required item or component of the project is omitted from the Engineer's construction documents, the Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

10.0 Indemnifications

To the fullest extent permitted by law, Client and Engineer 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.

11.0 Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause(s) shall not exceed the total amount of \$25,000, or the amount of the Engineer's fee whichever is greater. Such causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of agreement or breach of warranty. This limitation of liability shall apply to the Engineer and its officers, members, directors, partners, agents, employees, and sub-consultants.

12.0 Termination of Services

This Agreement may be terminated upon 10 days written notice by either party. In the event of termination, the Client shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

13.0 Ownership Documents

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. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Client 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 Client 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 Client's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Client 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 Client shall not create any rights in third parties.



14.0 Dispute Resolution

Client 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.

15.0 Changes or Delays

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Engineer's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the client's failure to provide specified facilities, direction, or information, or if Engineer's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Engineer. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

16.0 Supplemental Conditions

None

End of Exhibit A