CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9819 DATE 9-5-24

TITLE

A RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO LIVIC CIVIL, LLC FOR ENGINEERING SERVICES TO CONSTRUCT IMPROVEMENTS AT BOWMAN FIELD

BE IT HEREBY RESOLVED that the City Council of the City of Williamsport authorizes Livic Civil, LLC to provide professional engineering services for the construction of improvements located at Bowman Field, which will utilize Pennsylvania Department of Community and Economic Development (DCED) funding, for the replacement of the outfield wall with a new fence, new batter's eye backdrop, installation of L-curb, tree clearing, and grading as follows:

Task I: Design, specifications, meetings, and bidding for $46,000.00;

Task II: Construction supervision for $6,500.00;

For a TOTAL lump sum, not-to-exceed figure of $52,500.00, in accordance with the attached proposal dated August 28, 2024.

BE IT FURTHER RESOLVED that the appropriate members of the administration are authorized to take such action as necessary to carry out the intent of this resolution, including but not limited to entering into a professional services agreement with Livic Civil, LLC.

Approved

Janice M. Frank
City Clerk

President

LIVIC
civil

August 28, 2024

City of Williamsport
Bill Scott, P.E., City Engineer
1550 West 3rd Street
Williamsport, PA 17701

Re: Request for Proposals for Engineering Services
Bowman Field Outfield Wall and Backdrop

Dear Bill:

Based on our meetings and discussions, I've prepared this proposal to design and prepare construction drawings and technical specifications for a new batter's eye backdrop and new outfield fence set in an L-curb at Bowman Field. Work will also include some tree clearing and grading.

We understand that timing is critical for this project and our goal is to have construction documents ready in approximately 6 weeks from receiving a signed agreement. LIVIC can have one of our four survey crews on-site quickly to begin data collection so that we don't lose any time.

I haven't included any time for construction administration. If we are needed for meetings, site visits or consultation, we can complete that work on a time and expense basis.

If you would like to move forward with this work, please sign the attached agreement and return it to our office. Once received, we'll complete it and return a copy for your files. Please feel free to contact me with any questions as I can be reached at 570-337-3802 or via email at akeister@livicco.com.

Sincerely,

Andrew D. Keister, PE, PLS – Director
LIVIC Civil

Enclosures - Engineering Services Proposal and Agreement
Cc: File P1234

PROJECT APPROACH

LIVIC Civil has been requested to provide a proposal to design a new outfield fence, batter's eye backdrop and associated drainage and tree clearing work at Bowman Field. Time is of the essence, and we are prepared to begin survey and design work during the week of September 2nd.

LIVIC will initially complete a topographic survey of the site to locate all significant features. We plan on integrating our drone and/or scanner to accurately locate tie-in points and obstructions. We have also included time for a utility locator to visit the site and identify any subsurface utilities. Following the completion of field work, we'll create a base plan and then a concept site plan depicting the proposed improvements.

We'll work with the City and other associated entities to identify the details for the new fence and backdrop. Initial plans will be reviewed with stakeholders and final revisions will be completed. A detailed construction set and project manual with technical specifications will be prepared.

LIVIC will assist the City during the bidding process. Any time or involvement during the construction phase will be completed on a time and expense basis as meetings, site visits, etc. are requested.

BOWMAN FIELD

A: Design Services		Fee
1.	MAPPING/SURVEY	$5,000
2.	ZONING/SALDO	N/A
3.	UTILITIES	$6,500
4.	ES/NPDES/SWM	$4,000
5.	ENVIRONMENTAL	N/A
6.	TRAFFIC	N/A
7.	HOP/ROADWAY PERMITTING	N/A
8.	FINAL DESIGN	$26,000
9.	PM/COORD/MEETINGS	$4,500
10.	GEOTECHNICAL	N/A
	DESIGN Subtotal	**$46,000**

B: Construction Phase Services		Fee
1.	CONTRACT DRAWINGS/SPECS	$4,000
2.	BIDDING	$2,500
3.	CONSTRUCTION ADMINISTRATION	Time and Expense
4.	POST-CONSTRUCTION	N/A
	CONSTRUCTION PHASE SERVICES Subtotal	**$6,500**
	TOTAL A + B	**$52,500**

SCOPE OF SERVICES

The following Scope of Services outlines the design and coordination items required for this project.

DESIGN SERVICES

A.1 MAPPING/SITE SURVEY

Surveyors will conduct a field topographic survey of the area. Items to be located adjacent buildings, the adjacent roadway, trees, fences, stormwater facilities, warning track, topographic features and visible evidence of underground utilities.

LIVIC will hire an underground utility investigation company to locate any utilities that might be in the area of construction. These locations are critical because they could impact the layout of posts, foundations and fencing.

A base map will be prepared depicting all data located during the field survey.

A.2 SALDO REVIEW/ZONING

Not Anticipated.

A.3 UTILITIES

PA ONE CALL

Engineers will prepare a design-phase PA One Call as required by PA State law to request that utilities be marked in the field. Any marked utilities will be located during our field survey and depicted on the plans.

Subsurface Utility Engineering

LIVIC will engage a SUE subconsultant to locate underground utilities within the limits of work.

The work will focus on utilities identified during the PA One Call and record research.

Additionally, the site will be scanned in a grid pattern to identify any other random utility that might exist on the site.

Work will include EM-GPR Utility Designating Services described as SUE Quality Level "B" of CI/ASCE 38-02 Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.

A.4 ES/NPDES/STORMWATER

Erosion and Sedimentation Control Plan

LIVIC CIVIL will develop an Erosion and Sedimentation Control Plan and Narrative for submission to and review by the County Conservation District, assuming the project size will require submission. LIVIC CIVIL will respond to comments by letter and revise plans as necessary for plan approval. *(Application and review fees from County Conservation Districts vary and are the responsibility of the City.)*

Stormwater Management Plan

We don't anticipate any increase in runoff so stormwater will be limited to correcting and improving drainage within the project area. A detailed analysis of stormwater systems is not anticipated.

A.5 ENVIRONMENTAL
Not Anticipated.

A.6 TRAFFIC
Not Anticipated.

A.7 HOP/ROADWAY PERMITTING
Not Anticipated.

A.8 FINAL DESIGN

Plan Development
LIVIC CIVIL will prepare the following plan sheets:

I. **Title Sheet**
LIVIC CIVIL will develop this sheet to include the project name, location, developer information, location map, drawing index, utility contacts, zoning and site data.

II. **Existing Conditions/Demo Plan**
LIVIC CIVIL will develop this sheet from the topographic survey data. The existing conditions plan will serve as a base map from which the remaining plan drawings can be developed. This plan will also include reference to all features to be demolished and remain.

III. **Site Layout Plan**
LIVIC CIVIL will develop this sheet to depict the proposed site with all dimensions critical to the layout of proposed site improvements. *(LIVIC CIVIL may provide CAD drawings to the General Contractor for construction stakeout purposes.)*

IV. **Site Grading Plan**
LIVIC CIVIL will develop this sheet to depict proposed spot elevations and contours for the construction areas. Spot elevations shall be sufficient to define swales and grading along and around the perimeter of the fence and backdrop. Additional inlets and piping may be required but we are hoping to limit work to changing the grades and slopes outside of the fence.

V. **Site Landscape Plan**
LIVIC CIVIL will prepare a landscape plan as required for the project. This might be limited to seeding/mulching. Additional landscaping at the direction of the owner.

VI. **Detail Sheet(s)**
LIVIC CIVIL will develop this sheet(s) to include construction details needed to properly construct the project site. Typical details perimeter fencing, foundations, walls, curbs, inlets, trenching, grading, landscaping, etc.

A.9 PM/MEETINGS/COORD/SUBMISSIONS

Meetings
LIVIC CIVIL will coordinate and attend meetings throughout the duration of the design process. These could be a combination of in-person and Teams meetings, whichever is appropriate and convenient for stakeholders.

PM/Updates/Coordination
Our goal for this phase with any of our clients is to provide updates and communication every step of the way so that you can make the best decisions with the best information available. Over the course of the project, we will provide routine project updates every step of the journey and available for advice and guidance when needed. We believe that the communication provided in this area as LIVIC Guides is the most valuable resource we have to offer as a consulting partner.

A.10 GEOTECHNICAL
(Not Included)

CONSTRUCTION PHASE SERVICES

B.1 CONTRACT DRAWINGS/SPECS
Technical specifications will be developed for all items of work. A project manual (contract documents) will be prepared and provided to your solicitor for review prior to bidding.

B.2 BIDDING
LIVIC will attend the pre-bid meeting to identify areas of contractor concern. LIVIC will prepare addenda as required throughout the bidding process. Once bids are received, staff will review the bids for consistency and provide a recommendation to the City.

B.3 CONSTRUCTION PHASE SERVICES
Shop Drawing Review
LIVIC Civil will include review of RFIs, submittals and shop drawings forwarded by the contractor as necessary.

Construction Administration Services
LIVIC anticipates coordinating with the site contractor to answer field questions promptly and directing field changes as needed for a successful and timely project. Outside of field meetings, LIVIC will attend site meetings on an as-needed basis. At the completion of construction, we will conduct a final walk through to prepare a punchlist. This work will be completed on a time-and-expense basis.

ADDITIONAL CONTRACT DETAILS

REIMBURSABLE EXPENSES

Expenses

Postage, mileage, full size submission prints and permit/application fees are considered reimbursable expenses.

Reimbursable Permit Fees/Project Expenses Estimated

- E&S Application Fee TBD
- Building Permit TBD

ASSUMPTIONS/EXCLUSIONS

The following items are assumptions/exclusions that pertain to this proposal:

- No fees are included for electrical or structural design.
- No fees are included for geotechnical investigation. If it is determined that we need a geotechnical engineer to design foundations, we'll get prices from subconsultants and prepare a supplement to our contract.
- Redesign of any portions of the work due to hidden conditions or requested significant project changes by the applicant or funding agency following initial permit submission may be considered an additional service.
- Construction estimates provided by LIVIC Civil will be opinions based on experience and may not be an accurate reflection of current market conditions and pricing. Contractor pricing is recommended.
- Wetland mitigation design and permitting are not included or anticipated for this project.
- It is assumed that we will be able to discharge our stormwater to a point or location that does not require an easement or right-of-way and that we do not need to increase capacity to any off-site facility. No off-site improvements are included within our scope of work.

AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Williamsport** (Owner) and **LIVIC Civil, LLC** (Engineer).

This Agreement's Effective Date is: **September 3, 2024**

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

Bowman Field Outfield Fence and Backdrop (Project).

Engineer's services under this Agreement (Services) are generally identified as:

Site survey, site design, grading improvements, new outfield fence in L-curb, new backdrop

Owner and Engineer further agree as follows:

1.01 Services of Engineer

A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

A. Engineer shall complete its Services within as outlined in the schedule included in the scope of services. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

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 4 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.

4.01 Invoices and Payments

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.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) 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; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2. If collection efforts are exercised by Engineer, all costs associated with these efforts will be incurred by Owner.

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D. Basis of Payment

1. Lump Sum. Owner shall pay Engineer for Services as follows:

a. A Lump Sum amount of $**52,500.00**.

b. In addition to the Lump Sum amount, reimbursement of the following expenses: **mileage, prints, plans, postage, permit fees, etc.**

c. 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.

E. Additional Services: For Additional Services, Owner and Engineer shall agree upon value and scope of work to be completed. Services completed on a time and expense basis will be billed according to the Engineers Standard Rate Schedule for the year in which the work was performed. Rate schedule may be provided upon request and may be updated each calendar year. Additional expenses and/or permit fees to be invoiced as a pass-through fee to the Owner.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 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 thereof; 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 will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 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 any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer 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 Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

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D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.

F. 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. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable 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 subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants 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.

G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, 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 this Agreement or the Project, from any cause or causes, 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 Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then 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 such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

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 will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement shall be governed by the law of the Commonwealth of Pennsylvania. For any binding dispute resolution under the agreement, venue and jurisdiction shall be in Lycoming County Court of Common Pleas or the United States District Court for the Middle District of Pennsylvania.

L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

M. 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.

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7.01 Definitions

A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 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 8.01.A.2 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, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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. Beneficiaries: 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 Constructor, other third-party 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.

9.01 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.

Attachments:

1. Cover Letter, Scope of Services Proposal Dated **08/28/24**

Owner:	Engineer: **LIVIC Civil, LLC**
By: Derek Slaughter	By:
Print name: Derek Slaughter	Print name: Andrew D. Keister, PE, PLS
Title: Mayor	Title: Director
Date Signed: 9/6/24	Date Signed:
Margaret J Goodling 9/4/24	Engineer License or Firm's Certificate No. 82-3042074
Address for Owner's receipt of notices:	State of: Pennsylvania
Janice M. Frank	Address for Engineer's receipt of notices:
	635 N. Loyalsock Avenue, 2nd Floor
	Montoursville, PA 17754

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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LIVIC civil

2024 ENGINEERING RATE SCHEDULE

Principal	$195.00
Director	$195.00
Program Manager	$184.00
Sr. Project Manager/Engineer	$172.00
Group Manager	$165.00
Project Manager/Engineer	$158.00
Sr. Project Designer	$152.00
Sr. Project Coordinator	$147.00
Sr. Designer	$142.00
Design Engineer	$135.00
Project Designer	$131.00
Project Coordinator	$121.00
Designer	$110.00
CAD Technician	$90.00
Land Use Planner	$100.00
GIS Specialist	$135.00
GIS Technician	$100.00
Construction Manager	$147.00
Construction Inspector	$110.00
Administrative Assistant	$75.00
Survey Manager	$158.00
Surveyor 2	$100.00
Surveyor 1/Technician	$90.00
2-Man Survey Crew	$179.00
1-Man Survey Crew	$100.00

REIMBURSABLE COSTS

Mileage	At current IRS approved rate
Lodging & Meals	At Cost
Full Size Plots	$0.67 / sq ft
Permit /Application Fees	At Cost + 10%
Postage & Overnight Delivery	At Cost
Subconsultant Expenses	At Cost + 10%
All other Reimbursable Expenses	At Cost + 10%

Engineering services provided by LIVIC Civil shall be based on the fees and expenses outlined and remain effective for the 2024 calendar year.

"Client acknowledges and understands that all data contained in this document 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 LIVIC Civil, LLC."