CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9896 DATE 2-13-25

TITLE

A RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO BRIX DESIGN GROUP LLC, FOR ENGINEERING SERVICES TO CONSTRUCT NETTING IMPROVEMENTS AT BOWMAN FIELD

BE IT HEREBY RESOLVED that the City Council of the City of Williamsport authorizes BRIX Design Group LLC to provide professional engineering services for the construction of improvements located at Bowman Field, which will utilize PA DCED funding for the installation of new netting as follows:

Task I: Project kickoff and preliminary design;

Task II: Bidding and construction administration;

For a TOTAL lump sum, not-to-exceed figure of $25,500.00, in accordance with the attached proposal dated February 6, 2025.

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 BRIX Design Group LLC.

Approved

Joyce M. Frank
City Clerk

President

BRIX DESIGN GROUP

February 6, 2025

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

Re: Bowman Field Protective Netting
City of Williamsport

Dear Bill:

On behalf of BRIX Design Group (BRIX), thank you for the opportunity to provide this proposal for professional design services for the above-mentioned project. Per our discussion on January 21, 2025, and subsequent follow-up discussions, BRIX is providing you with a comprehensive proposal focusing on the above-mentioned scope at Historic Bowman Field. The project will focus on replacing existing netting and adding new netting to extend further along the first and third base lines.

We are pleased to provide the following scope of services outlining the tasks to be provided by BRIX to assist the City of Williamsport. Should you feel that you need more (or less) involvement from BRIX at any step in the process, we would be happy to discuss revising our scope 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 570-337-2484 or via email at CKeiser@brixdg.com.

Sincerely,

Christopher E. Keiser, RLA
Director of Operations, Architecture and Engineering

Cc:

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PROJECT UNDERSTANDING

Journey Bank Ballpark at Historic Bowman Field is one of Americas oldest ballparks. With significant renovations occurring over the past eight (8) years allowing for the play of the annual MLB Little League classic along with the summer long season supporting the MLB Draft League. The ballpark needs additional improvements that will focus on the safety of its spectators and visitors. The latest project looks to replace the protective netting between the field of play and the spectator seating and viewing areas. In some locations this will require replacement and in others it will be new construction.

The project will need to be designed, publicly bid and constructed very quickly for the improvements to be completed as soon as possible and the field ready for the use of the field during the MLB Draft League season. The season is set to start on Wednesday June 4 with the Home Opener on Friday, June 6. BRIX will help provide project design coordination, bidding and construction administration efforts with the awarded contractor during the duration of the project.

TASK 1 – PROJECT KICK-OFF and PRELIMINARY DESIGN

- BRIX will coordinate a kick-off meeting with members of the City of Williamsport, representatives of Bowman Field and our subconsultants. BRIX will introduce team members, review the project scope of work, confirm the project schedule, and establish the chain of communication for the duration of the project.
- BRIX will review the notes from the kick-off discussion and prepare a program for the project. The program will be our guide during the planning and design process to ensure the needs of the users are reviewed and incorporated into the design.
- BRIX will utilize existing plans provided by the City of Williamsport to digitize and create a base plan for use during the project.
- BRIX will coordinate with our subconsultant on the preliminary design and the identification of the netting to be replaced and the limits and locations of new netting. The new netting will potentially require new posts or vertical elements to allow for the nets to be secured properly.
- BRIX will conduct 2 virtual design meetings with the project team to review the design, schedule and additional items requiring team coordination during the design process.

TASK 2 – BIDDING and CONSTRUCTION ADMINISTRATION

- BRIX will coordinate with the City of Williamsport to prepare an advertisement for bids that will be placed in the Williamsport Sun Gazette or selected publication of the City of Williamsport.

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- BRIX will prepare and provide answers to contractor Requests for Information (RFIs). If required, BRIX will prepare a minimum of two project addendums to update the plans and bid documents.
- BRIX will coordinate and participate in the bid opening. We will review each bid for consistency and prepare a bid tabulation to verify the accuracy of each bid submitted.
- BRIX will conduct and coordinate a pre-construction meeting with the awarded contractor, the City of Williamsport, and project stakeholders.
- BRIX will visit the site to monitor and review the construction activities. We will report back to the City of Williamsport and with the status of the project following each visit.
- BRIX will review and approve product submittals, as provided by the Contractor.
- At the conclusion of the project, BRIX will coordinate a project close out meeting with the City of Williamsport and Williamsport Crosscutters

ANTICIPATED PROJECT SCHEDULE

TASK	COMPLETION DATE
PROPOSAL SUBMISSION	February 5 2025
CONTRACT EXECUTION	February 14, 2025
FINAL DESIGN PRESENTATION	March 6, 2025
ADVERTIS FOR BIDS (first Ad)	March 9, 2025
ADVERTIS FOR BIDS (second Ad)	March 10, 2025
OPEN BIDS	March 24, 2025
INTENT TO AWARD (CITY COUNCIL)	March 27, 2025
AWARD/ AGREEMENT	April 4, 2025
START CONSTRUCTION *	April 7, 2025 *
CONSTRUCTION COMPLETION	May 29, 2025 *

Note: The construction start and completion date is subject to change per weather and supply chain issues.

CONDITIONS, ASSUMPTIONS, and EXCLUSIONS

The following items are excluded from BRIX's scope of work:

- BRIX is creating the project base plan by digitizing a PDF site plan from the 2017 renovations. If it is determined during the project that additional detail is required for the design BRIX will request a design change order for survey from a PA licensed surveyor.
- We believe the City of Williamsport should be exempt from paying application or review fees to the State review agencies. If review fees are required, the City of Williamsport will be required to pay all fees.
- Cost estimating is not included as part of this scope and fee.

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- Recordation of legal documents and agreements at the County courthouse is not included in this scope.
- Lighting or electrical design is not included in this scope.
- This scope and fee assume that the project will not be required to receive Land Development approval.
- The project site is assumed to not be a historic or archaeological site.
- Except as noted explicitly above, Stahl Sheaffer is not required to assist with facilitation of the bid process or in preparation of any construction contracts.
- Netting is assumed to be specified as Ultra-Cross by Sportsfield Specialties (or approved equivalent). The weights of the netting to be added is anticipated to be approximately 0.009 pounds-per-square-foot with an approximately 95% open netting area (5% solid netting area) with 1-3/4" square mesh size.

- The overall structural capacity of the existing building and other structural system is assumed adequate for their intended purpose. Analysis of the system is limited to what is required for the above stated work.
- Limited as-built information of the existing netting support poles and structure has been made available, if additional survey information is required to complete the design a design change order will be requested.
- Production of complete as-built drawings of the existing building is not included. Plans will depict relevant conditions in the areas pertinent to this project and design.
- No investigative demolition, destructive testing of the structural components, laboratory testing, or specialized weld testing will be performed. Investigative demolition in the form of core-drilling and non-destructive imaging of existing structural concrete is not included. If determined to be necessary for an accurate analysis of the structure, we will coordinate with the Owner to sub-contract with an appropriate party to perform such investigations.
- No subsurface investigation or forensic analysis of existing foundation conditions will be performed. No investigative demolition to confirm existing conditions will be performed.
- This project is not anticipated to include any modification of the building lateral force resisting system (LFRS) nor will the project increase the load on the LFRS beyond that allowed by Code before a full building analysis and upgrade of the system to meet current Code requirements is required. Analysis, design, repair, or modification of the existing LFRS is excluded.
- Should underpinning be required as a result of existing foundations being undermined by new construction, design and detailing will be delegated to the contractor's engineer.
- Testing existing construction for hazardous materials such as asbestos or lead-based paint or abatement documentation for such materials is not included.
  We anticipate that modifications to the existing building will be classified as Alterations – Level 1, based on the alteration or replacement of equipment only. We anticipate Modifications to the existing building will be limited to new netting attachments and support, as applicable, and are assumed to not result in an increase in loading to the existing structure(s) beyond the allowable increases in the International Existing Building Code (IEBC) that do not require a full evaluation or upgrade of the members (IEBC 706.2, or if required 806.2 and 806.3), based on the minimal weight and projected area for wind. No changes to floor loadings, occupancy, Risk Category, or other loading changes are assumed as part of this project. Should loadings from the changes to the netting system be found to increase loads on existing structure beyond allowable increases that would require strengthening, additional services may be required.

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- Minimum requirements for netting, pole, and cable systems will be specified on the drawings including overall profile, heights, dimensional requirements, and other project requirements. The engineered design of the netting system, including analysis and evaluation of the re-use/modification of any existing system components shall be prepared and sealed by a professional engineer licensed in the appropriate state, who will submit their design as a shop drawing for review for general project conformance; said shop drawing will include design assumptions, analysis and design for both global (lateral force resisting) systems and individual members, member profiles and layout, bearing condition details, stability bracing layout, connection details, foundation details, and plan and elevations drawings suitable to convey the design intent for review and the contractor for construction.
- If applicable, location, relocation, and coordination of subsurface utilities within the project area will be by the site/civil engineer. It is anticipated that the site/civil engineer will provide applicable drawings to facilitate coordination with the structural engineer on the locations and placement of new foundations to avoid subsurface conflicts.
- Equipment and associated connections will be designed by the manufacturer, including but not limited to fences and ball-stopper netting system including cables, poles, and associated foundations. Loads and reactions, including both gravity and lateral loadings, will be provided to the structural engineer by the manufacturer for incorporation into the analysis and review of the supporting building structure
- Based on the type and scale of project, no project specific BIM or LOD requirements for Revit model sharing are anticipated. Deliverables will be in the form of pdf files created from Revit. 3D modelling of structural components is not included.
- Construction documents (plans & specifications-on-drawings) are the governing deliverables for the project. The structural engineer assumes that electronic model files shared (i.e., CAD, Revit, or similar file type) outside of the design team will be for reference only. The structural engineer makes no warranties as to the accuracy or completeness of any electronic model file and BRIX Design Group agrees to indemnify and hold the structural engineer harmless for any use thereof. No electronic model file will be passed to any third party without a media release form being signed by the receiving party indemnifying the design team of responsibilities associated with the use of the file.
- The design of miscellaneous metals such as fencing and railings shall be performed by the Fabricator and submitted as shop drawings in accordance with the AISC Code of Standard Practice.
- Should the scope of work increase beyond what is outlined in this proposal, BRIX Design Group will coordinate with the city if Additional Services are required.
- Walls, signs, screen-walls, and any free-standing elements not included in the Explanation of Tasks and Services are not included as part of the services provided under this proposal.
- Repair of existing structure, including any walls, stairs, and ramps, is not included as part of this scope, no repair or redesigning based on existing structure conditions is required.
- No modifications to existing structures, including netting poles, cables, field lighting, or foul poles, are included by the structural engineer.
- The structural engineers scope of work does not include updating safety or fall protection measures for the existing facility or compliance with MLB netting requirements. Our scope of work is limited to the review of support and attachments of such netting with the netting extent defined and directed by the owner or others.

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PROJECT FEES

Based upon the above-outlined Scope of Services and associated assumptions and qualifications, we will complete the design services for the following lump sum fee.

LUMP SUM FEE $25,500.00

GENERAL CONDITIONS

This proposal is valid for a period of 90 days from the date above and outlines our scope of services. This proposal, along with the attached terms and conditions, may be used as an agreement between us to perform the work. Please sign this proposal and return it to us as a formal direction to proceed with the project.

If the above proposal does not reflect your understanding of our engagement, or if there are any questions, please contact us. If we do not hear from you before we are given verbal or written notice to proceed, we will assume that the requirements outlined in this proposal and the Terms and Conditions are acceptable and will serve as our agreement.

Further, once we are given verbal or written notice-to-proceed, if we have not received other contractual information from you, we will commence our work using invoicing and/or other means understanding that such action(s) will serve in the place of your signature below and utilizing only the attached Terms and Conditions as the agreement between our firms. Contracts, Master Service Agreements (MSA), Purchase Order (PO) terms, and Release of Lien (RoL) documents received after such notice-to-proceed will not be reviewed and will have no bearing or legal holding on this project.

The Parties understand that the terms and conditions of this Proposal shall govern if BRIX is provided a notice to proceed or directed either orally or in writing to start work even in the absence of a fully signed proposal. In such a case all terms and conditions from the Proposal shall be applicable and you will be responsible for paying BRIX's fees and expenses. BRIX reserves its right to withdraw this proposal with written notice and at BRIX's convenience.

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Sincerely,

Christopher E. Keiser, RLA
Director of Operations, Architecture & Engineering

Cc:

(Client – Sign and Date)

(Project Manager – Sign and Date)

Cc:

BRIX DESIGN GROUP TERMS AND CONDITIONS

Entire Agreement. This Agreement constitutes the sole, final, and entire integrated agreement and understanding between you ("Client") and BRIX Design Group, LLC ("BRIX"). BRIX shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained herein. This Agreement may not be changed orally, but only by an agreement in writing signed and executed by the Party against whom enforcement of any waiver, change, modification, consent, or by whom discharge, is sought.

Binding Agreement/Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Client and BRIX, as well as their respective successors and permitted assigns. Client may not assign or otherwise transfer any rights, interests, or obligations under this Agreement without the prior written consent of BRIX, which consent may be withheld in the sole and absolute discretion of BRIX without the need for a cause. BRIX has the right to assign this Agreement upon prior written notice to Client.

Standard of Care, Express Warranty, and Disclaimer of Implied Warranties. Client recognizes that BRIX services require decisions which are not based upon pure science, but rather upon judgmental considerations, including economic feasibility of alternate designs. BRIX shall perform the services in accordance with generally accepted practices for the project type and location at that time, and in light of the facts known at the time. THIS SECTION SETS FORTH THE ONLY WARRANTY PROVIDED BY BRIX CONCERNING THE SERVICES. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

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Construction Costs. Client shall advise BRIX in writing before design commencement of any budgetary limitations for the overall cost of construction. BRIX shall endeavor to work within such limitations and will, if requested, submit to Client an opinion of probable construction costs as an additional service. Such estimates will represent BRIX's best judgment, but do not represent that bids or negotiated prices will not vary from such construction cost estimates furnished by BRIX. Client acknowledges that neither Client nor BRIX has control over the costs of labor, materials, or methods by which the contractors determine prices for construction.

Failure to Make Payment. If the Client fails to make payment when due for services and expenses, BRIX may, upon seven days written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by BRIX within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, BRIX shall have no liability to the Client for delay or damage caused because of such suspension of services. Further, BRIX has the right to pull its record drawings.

Subconsultants. BRIX has the right to employ or retain such independent consultants, associates and subcontractors as it may deem appropriate to assist in the performance of the services required.

Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either of us against the other arising out of or related to this Agreement, if it is the substantially prevailing party, BRIX shall be entitled to recover, from Client, BRIX's reasonable attorneys, expert witness, and accountants' fees, along with all out-of-pocket expenses and court costs.

Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Limitation of Liability. BRIX's liability, including but not limited to Client's claims of contributions and indemnification related to any third-party claim, and for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement, and for any other claim, shall be limited to the lesser of (i) $25,000 or (ii) payment received by the BRIX from Client for the particular service provided giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, the BRIX shall not be liable for any special, indirect, consequential, lost profits, or punitive damages. The limitation of liability set forth herein is for any and all matters for which BRIX may otherwise have liability arising out of or in connection with this Agreement, whether the claim arises in contract, tort, statute, or otherwise.

Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Severability. It is the intention and agreement of the Parties that, to the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective, valid and enforceable in accordance with its terms under applicable law. If any provision or any part of any provision of this Agreement is deemed invalid or unenforceable under applicable law, the remainder of this Agreement, and of such provision, shall not be affected thereby, and shall be interpreted so as to be fully enforceable to the extent of the valid portions thereof.

Governing Law; Venue. The provisions of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of laws and provisions thereof. Any suit involving any dispute or matter arising under or related to this Agreement may only be brought in a Court having original jurisdiction within Lycoming County, Pennsylvania. The Parties hereto hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

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Dispute Resolution. BRIX and Client agree that any conflicts arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless BRIX and Client mutually agree otherwise at the time of the dispute. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate legal action subject to the other terms of this Agreement. The Mediation process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

Right of Entry. Client agrees to provide rights of entry and all permits and permissions necessary for the completion of BRIX's service under the agreement at no cost to BRIX.

Re-Use of Documents. All documents, including Drawings and Specifications, prepared by BRIX pursuant to this project are instruments of service. They are not intended or represented to be suitable for re-use by the Client or others on extensions of this project or any other project. Any re-use without written verification or adaption by BRIX for the specific purposes intended will be at the Client's sole risk and without liability to BRIX, and the Client shall indemnify and hold harmless BRIX from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaption will entitle BRIX to further compensation on rates to be agreed upon between BRIX and the Client.

Alterations to Existing Structures. Client acknowledges and agrees that the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and some of these assumptions cannot be verified without expending large sums of additional money, or destroying otherwise adequate or serviceable portions of the building. As a result, Client agrees that BRIX shall have no liability whatsoever for any erroneous assumption, so long as the assumption is made without breaching the Standard of Care.

Authority to Sign. The individual assigning this Agreement warrants that he has authority to sign as, or on behalf of, Client for whom or for whose benefit BRIX's services are rendered.

Compensation. Compensation for services shall be in accordance with the method of charging for professional services specified in the Proposal Letter. Invoices will be issued every two weeks or monthly (depending on project) for services rendered and expenses to be reimbursed payable within thirty (30) days of receipt of the invoice. Interest of 1-1/2% per month will be charged on accounts not paid within thirty (30) days from the date of invoice. Payment to BRIX by Client is not contingent on Client receiving monies due Client from 3rd party. BRIX is to be paid for work completed (in keeping with project schedule) regardless of whether or not Client receives payment for that work. Changes affecting the scope of services initiated by the Client or due to unforeseen project conditions will necessitate modification of the compensation charged.

Hazardous Materials. BRIX and BRIX's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, or for any costs associated with any of the same, all of which shall be Client's sole obligation.

Termination. The obligation to produce further services under this document may be terminated by either Party upon seven (7) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, BRIX shall be paid for all services to the date of termination, all reimbursable expenses and termination expenses.

Force majeure. Neither party shall be liable for damages or other claim due to default if such default is caused by or in any manner relates to conditions beyond its control, including but not limited to: an act of God (including but not limited to, fire, explosion, earthquake, sinkhole, hurricane, or other weather condition); government restrictions (including but not limited to travel or meeting restrictions imposed or recommended by government authority); emergency or disaster (whether or not declared by government authority); war or hostilities; riots or other conditions presenting a safety concern; strike, lock out or act or threat of civil disorder; act or threat of terrorism; health or safety concern relating to possible existence of infectious disease or pandemics.

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BRIX Design Group, LLC – 2025 Rate Schedule

Description	Billing Rate/Hour
Admin	$60.00
Technician	$75.00
Designer	$85.00
Construction Manager	$90.00
Project Designer	$115.00
Project Manager	$125.00
Project Architect	$155.00
Project Engineer (Structural)	$175.00
Director	$195.00

Direct Expenses

Mileage	$0.70
B&W 8.5x11	$0.15
Color 8.5 x 11	$1.00
B&W 11x17	$2.00
Color 11 x 17	$5.00
Bond Plots 24 x 36	$8.00

OTHER REIMBURSEABLE EXPENSES

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the project for transportation travel, subconsultants, subcontractors, shipping.