



Herbert, Rowland & Grubic, Inc.  
220 West Kensinger Drive, Suite 100  
Cranberry Township, PA 16066  
724.779.4777  
www.hrg-inc.com

Via Email

March 15, 2024

Mr. Kyle Beidler  
Cranberry Township  
2525 Rochester Road  
Cranberry Township, PA 16066

**Re: Community Park Court Complex Plan & Construction Documents for  
Public Pickleball Court Improvements**

Dear Mr. Beidler:

Herbert, Rowland & Grubic, Inc. (HRG) is pleased to submit the following AGREEMENT to provide site planning and engineering services in response to your verbal request at our scoping meeting held on January 30, 2024.

## **GENERAL PROJECT DESCRIPTION**

We understand that the Township has completed an update to their Comprehensive Recreation, Park, and Open Space Plan. One of the recommendations of the plan is to invest in upgrades and improvements to the existing court area in Community Park. The plan identifies needed improvements to the existing tennis courts, basketball court, sand volleyball courts as well as the development of two (2) public pickleball courts, expansion/realignment of parking, improvements to ADA parking and accessible routes, upgrades to the existing restrooms, and lighting. It is our understanding that this project will take these findings and elevate the focus to a site-level planning exercise with the intent to prepare a vision, in the form of a mini-master plan, for the defined court area in Community Park. With the completion of the mini-master plan, the next task for this scope of services will be to prepare a set of construction plans to facilitate the construction of two (2) public pickleball courts and associated amenities. It is our understanding that construction will be overseen by the Township's in-house staff with Public Works tasked to complete site preparation. Paving and surfacing will be completed via procurement and/or inclusion into the annual road paving contract. All other improvements (fencing, gates, nets/posts, color coat systems, etc.) will be procured by the Township via COSTAR contracts or other means. It is not anticipated that a public bid for general contractor(s) will be required and is not included in this scope of services.

For this project, HRG will partner with Pashek MTR to ensure continuity with the Comprehensive Park, Recreation and Open Space Plan.

## **SCOPE OF SERVICES – REFER TO EXHIBIT 1**

## **COMPENSATION**

We propose to complete this work, identified in Exhibit 1, for a Lump Sum of: \$20,000.00 Plus reimbursable expenses.

The work will be subject to the attached General Conditions, Exhibit 2. Our policy is to render invoices monthly based on the percentage of completion.

## COMPLETION

The CLIENT and HRG agree that they will endeavor to complete the outlined services within twenty (20) weeks of receipt of your execution of this AGREEMENT.

- Master Planning is estimated to be completed within the first six (6) weeks from notice to proceed.
- Construction documents are anticipated to be delivered within eight (8) weeks of the Township's approval of the master plan.

## AUTHORIZATION

We have developed this AGREEMENT specifically with your project needs in mind. To execute this AGREEMENT and indicate your acceptance of these terms, and authorize the work to begin, please sign the CLIENT acceptance below and return a copy to our office.

This AGREEMENT and all attachments constitute an offer to enter into a contract with you. By having an authorized individual execute this AGREEMENT, you agree that you have read and understand this proposed AGREEMENT and all of its attached Exhibits and that you agree to all of the terms.

This AGREEMENT shall remain open and may be accepted by the CLIENT for thirty (30) days from the above date. Acceptance of the AGREEMENT after the end of the 30-day period shall be valid only if HRG elects, in writing, to reaffirm the AGREEMENT and waive its right to reevaluate and resubmit the AGREEMENT.

If you have any questions concerning our AGREEMENT, including the attached exhibits, please feel free to contact me to discuss them in greater detail. We appreciate the opportunity to provide you with professional services in this capacity and look forward to working with you on this project.

Very truly yours,

Herbert, Rowland & Grubic, Inc.



James A. Feath, RLA  
Assistant Vice President

JAF/kmg  
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Enclosures

Accepted by:

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CLIENT – CRANBERRY TOWNSHIP

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TITLE

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DATE

### Proprietary Notice

This AGREEMENT contains proprietary information regarding Herbert, Rowland & Grubic, Inc. and is a work product containing business sensitive materials. This AGREEMENT was prepared in response to your request for your specific project and no portion of this AGREEMENT may be shared with any other party.

## EXHIBIT 1

### SCOPE OF SERVICES

In order to meet your needs as outlined in the above paragraph, HRG proposes the following scope of services:

#### A. VISIONING AND STAKEHOLDER ENGAGEMENT

The planning team will work closely with the Township's stakeholders to understand the intent and vision of the public courts complex. This will include routine engagement and communication, a broad assessment of the existing conditions and evaluation of the proposed program fitting the defined vision for the project. To achieve this, the team will complete the following tasks:

1. Our team will meet with the stakeholder group to kick-off the project. The outcome of this meeting will include establishing expectations for the planning effort, timeline and milestones. Further we anticipate defining the project critical success factors and vision for this space within the context of Community Park.
2. The team will work closely with Township staff to obtain and review relevant documents that can inform the larger planning process. These documents may include a comprehensive plan, zoning ordinances, recreation plans, and other resources as may be identified through this initial investigative task.
3. In addition to traditional background research, our team will study the existing land use relationships by completing a walking inventory and analysis of the project study area. This step is critical for our team to gain a full understanding of the condition, resources and amenities. The findings of this process will inform the larger planning effort by grounding the plan and allowing the team to build on the unique qualities within the Park.

#### B. SITE PLANNING AND MASTER PLAN DEVELOPMENT

1. In order to prepare design and construction documents, an accurate topographic survey of the project site must be prepared. As such, we will complete a site topographic survey for the project area to include the following:
  - a. Set control within the project area. We will expand control from known monumentation within Community Park.
  - b. Site topography and elevations will be gathered and mapped. One-foot contours will be shown on the site survey.
  - c. Location of all structures, paving, physical improvements, and permanent features will be identified on the site survey. Spot elevations at key existing features will be included as necessary.

- d. Location and size and depth of identified underground utilities including, but not limited to: sanitary sewer, storm sewer, electric, water, gas, telecommunications.
  - e. A final survey base map shall be created utilizing AutoCAD Civil3D at a suitable scale for showing all pertinent survey data. Field located data will be mapped and blended into a field verified LiDAR surface.
2. Taking the findings of the visioning and inventory process, our team will create a set of up to three (3) conceptual plan alternatives (or design options) for the project area. These will be a two-dimensional plan that captures the vision of the proposed improvements. Specifically, we anticipate the plan will address recommendations including, but not limited to: access and pedestrian circulation, adding and/or realigning courts including two (2) new public pickleball courts, parking, restroom facilities, ADA viewing at the Amphitheater, gathering spaces, shade structures and landscaping.
3. Our team will meet with Township staff to review the preliminary recommendations and concept plans. This input will guide our team to refine one (1) conceptual plan for the proposed site improvements. We anticipate a follow-up exchange with Township staff to review and collect final recommendations for changes to the final conceptual plan.
4. With this feedback and direction, our team will prepare the final master plan for the court complex. This will be a to-scale, rendered, site plan depicting and labeling the proposed site improvements/recommendations.

## C. PRELIMINARY ENGINEERING

1. Utilizing the final master plan, our team will elevate the plan toward an implementable working engineering document. Specifically, we will advance the master plan by preparing a preliminary site grading plan to understand, from an order of magnitude, the bulk grading requirements of the proposed project. Further, we will prepare a preliminary stormwater conveyance and mitigation strategy, evaluate general site utilities and support infrastructure with alignments and sizing as applicable. The intent of this task will be the development of a preliminary engineering plan which can better inform the pricing exercise.
2. Our team will develop an opinion of probable cost associated with the recommendations of the final plan.
3. In the event that the recommendations exceed the fiscal capacity of the Township to implement as one project, we will develop a phasing plan. The phased implementation plan will deconstruct the overall project and create logical and fiscally implementable construction/implementation packages. To accompany the phased implementation plan, the opinion of probable cost will be refined to reflect the phasing strategy.
4. With the completion of the above identified tasks, our team will present the findings of the planning process to the Township's key stakeholders. Feedback from this meeting will guide the final implementation plan as well as define the project scope for final engineering and the development of construction documents associated with the tasks outlined later in this Scope of Services.

5. The deliverables associated with the of the planning process tasks as outlined above will include PDF copies of all plans, cost estimates, implementation plan and relevant graphics developed through the planning process. Documents will be transmitted digitally to Township staff for later use and records.

#### **D. FINAL ENGINEERING AND CONSTRUCTION PLANS**

We understand that the development of two (2) pickleball courts will be the first and immediate project to advance into construction. Further, we understand that the Township will implement the construction of the project through a combination of in-kind and public procurement. As such, it is not anticipated that any of the proposed construction tasks will be publicly bid. With this approach in mind, our team will prepare a set of construction documents that will serve as the guide for project implementation. The following services will be included as a part of the development of the construction plans:

1. Prepare a Construction Plan Set to include all information needed to successfully construct the proposed site improvements. All plans will be prepared to a size, scale, and level of detail necessary to clearly communicate the design intent and will be prepared in AutoCAD format. The Construction Plan Set will consist of the following general format:
  - Title Sheet
  - Existing Conditions Plan
  - Site Layout Plan
  - Grading and Drainage Plan
  - Landscape Plan
  - Erosion and Sedimentation Control Plan
  - Construction Details
2. Coordinate with utility companies, as required. We do not anticipate any impacts with existing utilities that will result in permitting or design to relocate, change or modify in any way existing utilities.
3. We will design stormwater conveyance and retention facilities to address the impact of the proposed site improvements in accordance with the Township's Stormwater Management Ordinance. We will share our calculations with the Township's Stormwater Engineer for review and conformity with the intent of the Ordinance. However, we do not anticipate preparing a formal stormwater management report for the project improvements.
4. Prepare a Soil Erosion and Sedimentation Control Plan in accordance with the Rules and Regulations of the PA DEP. As the area of disturbance is under one (1) acre, the plan is not required to be submitted to the County Conservation District and an NPDES Permit is not required but will be included in the construction plans. The plan will provide such details as project description, construction sequence, and soil erosion and sedimentation control notes for this specific project.
5. We will submit design development drawing sets to the Township Engineering Department at critical milestones to allow review and engagement in the design/engineering process. These milestones will be at 75% and 90%. We will collaborate with the Engineering Department with regard to the review and address comments/revisions in subsequent plan submissions.

6. We will prepare opinions of probable construction costs at each design development milestone. These will accompany the 75%, 90% and final plan submittal to Township staff.
7. We will attend three (3) meetings with Township staff through the final engineering phase as we develop the final construction plan set.
8. As this project is not anticipated to be publicly bid, we have not included services associated with the preparation of a project manual, technical specifications or bid phase services. Should this strategy change, we can provide a supplement for these services at the request of Township staff.
9. We have not included construction administration services in this scope of work. Should the Township desire to engage the design team for on-call or full-time services through the construction process, we will provide a supplement at the request of Township staff.

## EXHIBIT 2

### GENERAL CONDITIONS

1. **INTENT.** These General Conditions set forth the terms and conditions of the contract to which they are attached. These conditions are applicable to that contract and control absent language to the contrary in the contract.
2. **LEGAL EFFECT.** The terms of this AGREEMENT are legally binding and have legal consequences. Both HRG and CLIENT have had legal counsel review this AGREEMENT or understand that they have the right to have legal counsel review this AGREEMENT and have chosen not to do so. This AGREEMENT is fully integrated and no promises, representations or other statements made by either Party prior to the date of this AGREEMENT are binding upon either party or may be used for any purpose whatsoever.
3. **PERFORMANCE OF PROFESSIONAL SERVICES.** The services that HRG will provide on this Project are Professional Services subject to the ordinary Standard of Care applicable to Professionals practicing in the project area at the time these services are provided. There are no warranties or guarantees in any respect. CLIENT recognizes that HRG's Professional Services may be provided in part by Sub-consultants of HRG's choice for whose Professional Services HRG assumes the same responsibility as if those services were performed by HRG. CLIENT recognizes that HRG 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 published technical standards.
4. **NO DUTY TO SUPERVISE OR CONTROL CONSTRUCTION.** If this AGREEMENT involves construction of a Project, the construction of the Project shall be under the sole direction, supervision and control of the Prime Contractor(s) and HRG shall have no duty or authority to assume direction, supervision or control of the work of any contractor. HRG shall have no responsibility or liability for acts, omissions or errors of any Contractor, Subcontractor or Supplier.
5. **ASSIGNMENT.** Neither HRG nor CLIENT shall assign their respective duties nor responsibilities under this AGREEMENT except by written supplement to this AGREEMENT or as either may be required to do so as a matter of law. Nothing in this Article contradicts the provisions of Article 3 permitting subcontracting of services by HRG as is appropriate.
6. **TIME OF PERFORMANCE.** HRG will perform its services in a reasonably timely manner unless there is a specific time for performance set forth in the AGREEMENT or Exhibit 1. If Construction Phase services are included in the scope, Construction Administration Services begin on the date a Notice to Proceed to the contractor (or date of award, depending on whether pre-construction services are included) is issued and terminates after the number of Contract Days identified as the contract term in the Construction Contract. If the Construction Contract is a multiple prime contract project, the time for HRG's performance shall be the number of contract days in the General Contract for Construction (alternately set forth the number of days). The compensation for HRG's services have been agreed to in anticipation of the orderly and continuous progression of the work. If the time of performance is exceeded through no fault of HRG, the compensation shall be subject to equitable adjustment.
7. **CLIENT RESPONSIBILITIES.** CLIENT agrees to cooperate with HRG in providing timely information and documentation as requested; access to the work site as necessary and prompt, complete and reasonable review of design or other documents requiring review and approval. Any required approvals shall not be unreasonably delayed or withheld.
8. **DELAYS.** CLIENT and HRG agree that delays in the performance of HRG's work which are caused by circumstances beyond the control of HRG shall operate to extend the time for HRG's performance. Unless CLIENT specifies, and HRG agrees in writing, to a specific time for performance, CLIENT waives any claim against HRG for damages caused or allegedly caused by delays in performance of this AGREEMENT by HRG.
9. **PAPER DOCUMENTS.** If the scope of services includes production of paper document deliverables, HRG will produce paper document deliverables in printed form at each stage of CLIENT's review solely for review and comment by CLIENT. Final paper document deliverables in a number specified in the AGREEMENT will be produced by HRG.
10. **INSTRUMENTS OF SERVICE.** All documents (hard copy or electronic) produced by HRG, at any stage of HRG's work under this AGREEMENT, are instruments of service and HRG retains the exclusive ownership of and copyright on them. During bidding, construction, and commissioning and testing of the Project, CLIENT and CLIENT's contractors will have a limited license to use the Construction Documents to complete the Project. Upon completion of the Project, CLIENT will retain a further license as necessary for the maintenance and repair of the Project.

CLIENT shall have no license at any time to use the Instruments of Service created for this Project for use on another Project or for any purpose other than use in routine maintenance of the final Project. In the event that CLIENT wishes to change, modify or add to the Project, HRG will grant in writing a limited license to CLIENT to use the Drawings created for this Project for reference purposes only in the design of the changes, modifications or additions. That limited license shall be subject to terms appropriate to protect HRG's ownership and to protect and indemnify HRG against any legal liability for the design and construction of any changes, modifications or additions.

Any use of HRG's Instruments of Service that is not authorized pursuant to this AGREEMENT or any addition or modification to this AGREEMENT or any other unauthorized use, shall subject the CLIENT to liquidated damages in an amount equal to the fee for design as set forth herein.

11. ELECTRONIC DOCUMENTS. Electronic Documents include correspondence, computer program files (i.e. Word, Excel, computer aided design and drafting CADD, etc.), documents, text data, drawings, information, graphics, or any other item in electronic media or digital format. HRG will not provide copies of Electronic Documents to CLIENT or to another entity except upon the written request of CLIENT and subject to the following conditions:
  - a. CLIENT and HRG may transmit, and shall accept, Project-related Electronic Documents in electronic media or digital format, directly, or through access to a secure Project website. If the scope of services does not establish an Electronic Documents Protocol for Electronic transmittal, then CLIENT and HRG shall jointly develop such protocols.
  - b. CLIENT agrees the Electronic Documents are not certified documents. HRG, by delivering the Electronic Documents to CLIENT, makes no express or implied guarantees or warranties as to the files' accuracy, title, non-infringement, and completeness, or merchantability and fitness for any purpose.
  - c. When transmitting items in Electronic Documents, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from that used in the drafting or transmittal of the items, or from these established in applicable transmittal protocols.
  - d. CLIENT shall waive all claims against the design professional arising from unauthorized changes to or use of the Electronic Documents.
  - e. CLIENT acknowledges that differences may exist between the Electronic Documents and the signed and sealed documents, and where such conflicts exist, the signed and sealed hard-copy control.
  - f. CLIENT and/or any other party to which CLIENT requests Electronic Documents be supplied agree to release HRG from any liability for errors in the electronic documents or difference between the electronic documents and the published and sealed printed Documents.
  - g. CLIENT and/or any other party to which CLIENT requests Electronic Documents be supplied agree to indemnify, defend and hold HRG harmless from and against any claims by third parties against HRG based on or allegedly based on (1) reliance on the electronic documents, or (2) arising from changes made to the CAD files by anyone other than the design professional, or (3) the transfer or reuse of the CAD files by anyone without the prior written consent of HRG.
  - h. CLIENT and/or any other party to which CLIENT requests Electronic Documents be supplied agree to remove any signatures, seals and other identification of HRG or any employee, servant or agent of HRG from any paper documents or electronic reproductions produced from the supplied electronic documents.
  - i. CLIENT and/or any other party to which CLIENT requests Electronic Documents be supplied stipulate that any and all bids, takeoffs, estimates or other decisions made in the process of bidding, proposing and construction of the process were made in reliance on the signed and sealed Construction Drawings and not in reliance on any electronic documents.
12. INDEMNIFICATION. Each party agrees to indemnify the other, its agents, servants, employees, insurers, officers, directors and any affiliated entities to the full extent allowed by law against any liability, loss, award, verdict or other imposition of financial responsibility, including statutory interest which is incurred as the result of the others negligence or intentional act, but only to the extent and in the percentage of liability determined by a legally constituted finder of fact and embodied in a final judgment entered against the Indemnitor.

If either party is found to have liability to a third party to which the provisions of this clause may apply; then upon written request by that party, the parties agree to mediation to determine whether and to what extent the other party is responsible to indemnify it under this clause.

13. ADDITIONAL SERVICES. HRG shall be entitled to additional compensation if:
  - a. CLIENT requests that HRG perform additional services;
  - b. The Contract time is extended for any reason beyond the control of HRG;
  - c. HRG is required to perform additional services for any reason other than its own negligent act or omission; or
  - d. The services are necessary to prevent delay to the Project, damage to the Project or other property or to prevent death or injury to any persons.

The amount of such fee shall be as agreed to by the parties and pursuant to the fee schedule (Exhibit 4). If no such agreement can be reached, HRG shall provide services and payment therefor shall be determined pursuant to the Dispute Resolution terms set forth herein.

14. **CONSTRUCTION COST AND OPINIONS OF COST.** The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to CLIENT of those portions of the entire Project designed and specified by HRG, but it will not include HRG's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this AGREEMENT so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to CLIENT. Construction Cost is one of the items comprising Total Project Costs.

Since HRG has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, HRG's opinions of probable Total Project Costs and Construction Cost represent HRG's best judgment as an experienced and qualified professional and familiarity with the construction industry. HRG cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by HRG. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator.

15. **PAYMENTS.** Invoices will be submitted by HRG on a monthly basis as the work proceeds. Payments will be due and payable in full on receipt of an invoice by CLIENT without retainage, payment will not be contingent upon receipt of funds from third parties or should not be held as an offset to any alleged dispute. If fees are not paid in full within 60 days of the date of the invoice, HRG reserves the right to pursue all remedies, including withdrawing certifications, stopping work on three (3) days' prior written notice, to withhold submission (to CLIENT or any third party, municipality, or agency) of any plans or other documents and retaining all documents without recourse. If at any time an invoice remains unpaid for a period in excess of 60 days, interest of the rate of 1.5% per month will be charged on past-due accounts. CLIENT agrees to indemnify and hold harmless HRG from and against any and all reasonable fees, expenses and costs incurred by HRG including, but not limited to, court costs, arbitrators and attorneys' fees and other claim related expenses incurred in the collection process.

All invoicing will be substantiated by HRG cost record sheets and work order system, all of which shall be made available to CLIENT upon request and during regular working hours for inspection and audit. Time spent in additional detailing of invoices is considered extra effort on the Project and will be invoiced as additional work along with any related cost of making copies and reproductions. Any increase in HRG's cost after the effective date of the AGREEMENT resulting from state or federal legislation shall be reimbursed by the CLIENT.

Timely payment of invoices is a condition of this AGREEMENT. Failure to make payments in full within the time limits stated above will be considered substantial noncompliance with the terms of this AGREEMENT and will be cause for termination of the AGREEMENT if HRG so chooses.

16. **CONTROLLING LAW AND VENUE.** Any dispute arising out of this AGREEMENT shall be subject to interpretation under the laws per the state of HRG's office issuing this AGREEMENT and the venue shall be the county of HRG's office issuing this AGREEMENT unless otherwise set forth in the AGREEMENT.
17. **INSURANCE.** HRG shall provide insurance of the type and in the amount set forth in Exhibit 3 to this AGREEMENT. Each party waives the right to subrogation against the other and its agents, servants, employees, insurers, officers, directors and any affiliated entities to the full extent allowed by law, to the extent that such waiver neither defeats nor diminishes the available coverage or agreement to provide a defense.
18. **TERMINATION.** Either party may terminate this AGREEMENT for cause if the other has substantially breached the terms of the AGREEMENT. Termination for cause shall only be effected by giving written notice of the nature of the cause to the other party. Such notice shall be of sufficient specificity for the other party to have notice of the nature, cause and cure of such alleged breach. The party in breach shall have 7 days, unless a greater time is agreed to by the parties, to cure the default. If no cure has been effected within the 7 day period, (or any extension thereof agreed to) the party not in breach may terminate the AGREEMENT for cause.

If CLIENT terminates this AGREEMENT for cause, HRG shall be entitled to payment in full for all work performed up to and including the day on which HRG was notified of the termination. If HRG terminates for cause, CLIENT is entitled to no further performance by HRG.

CLIENT may terminate this AGREEMENT for convenience upon fifteen (15) days written notice to HRG. In the event of termination for convenience by CLIENT, HRG shall be entitled to payment in full for all work performed up to and including the day on which HRG was notified of the termination plus any remaining unearned profit on the Project as calculated in accordance with commonly accepted Accounting Standards.

19. **SUSPENSION.** If the CLIENT suspends the Project for any reason, HRG shall be entitled to payment for all fees and costs billable as of the date of suspension and any other reasonable fees and costs necessary to protect CLIENT's interests related to the suspension. If the Project is reinstated, the terms of this AGREEMENT shall remain in effect with the exception of the agreed upon fee to complete the work set forth herein. The parties agree to negotiate a new fee for the completion of suspended work in accordance with HRG's then applicable fee schedule.

20. **THIRD PARTY BENEFICIARIES.** The parties do not intend to create any third party beneficiaries to this AGREEMENT. No individual or entity other than the parties is entitled to claim rights or privileges under this AGREEMENT nor to cite or use this AGREEMENT or the terms thereof as evidence of rights, privileges or entitlement to damages or redress in any forum. Both parties agree to cooperate with each other to defeat any such claim and to oppose any attempt by a third party to seek third party beneficiary status under this AGREEMENT or to make any claim under it.
21. **LIMITATION OF LIABILITY.** HRG's liability to CLIENT shall be limited to direct damages only in the form of services and the reasonable cost of repair or replacement of those portions of the Project in question made necessary by a negligent act or failure to act of HRG.
- HRG shall not be liable or responsible to CLIENT for special, consequential, incidental or other damages, attorney's fees or expert fees, loss of profit, loss of revenue, cost of rented or leased equipment or services, regulatory fines or costs.
- Under no circumstances shall HRG's liability to CLIENT exceed either the total fee received by HRG for basic and additional services on the Project or the amount of available Professional Liability Insurance at the time of the claim, whichever is less.
22. HRG is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
23. HRG's services do not include providing legal advice or representation.
24. HRG'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, or (2) advising CLIENT, 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.
25. If HRG encounters an undisclosed Constituent of Concern, then HRG shall notify CLIENT; and HRG may notify appropriate governmental officials if HRG reasonably concludes that doing so is required by applicable Laws or Regulations. If HRG or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then HRG 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 the CLIENT: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations. CLIENT and HRG acknowledge that HRG is performing professional services for CLIENT, and that HRG is not or shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with any of HRG's or HRG's activities or services under this AGREEMENT. A Constituent of Concern is any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
26. **MISCELLANEOUS**
- a. **ENTIRE AGREEMENT.** This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT between the parties on the Project. No prior or subsequent negotiations, discussions, verbal agreements or representations are binding upon the parties making them unless hereafter reduced to writing and agreed to by both parties in writing.
- b. **SEVERABILITY.** Each portion of this AGREEMENT is severable. If any portion is found to be illegal or otherwise unenforceable, that finding shall not affect any other portion of the AGREEMENT and the remainder of the AGREEMENT shall be binding and enforceable in its entirety.
- c. **OTHER WORK.** Nothing in this AGREEMENT is intended to nor shall limit HRG in any way from accepting and performing services for any other entity. Unless agreed to in writing, any additional services on this Project or on any other Project for which CLIENT contracts with HRG shall be subject to these same terms and conditions.
- d. **MARKETING/ADVERTISING.** CLIENT grants HRG license to erect signage at the construction site with its name and logo and language identifying it as the Engineer on the Project subject to any municipal or other legal limitations on size and construction. In addition, CLIENT grants HRG an unlimited license to utilize photos, drawings or other renderings and/or descriptions of the Project in HRG's advertising or marketing.

Mr. Kyle Beidler  
Community Park Courts Complex Plan and Public Pickleball Construction Documents  
March 15, 2024

- e. AUTHORITY. The parties agree that the person or person's executing and verifying or attesting those signatures are authorized to execute this AGREEMENT and shall, upon request by the other party, provide proof of such authorization. The parties waive their right to contest the execution of this AGREEMENT on their respective parts, if such contest not raised within 10 days of the date of execution.
27. GOOD FAITH AND FAIR DEALING. The parties agree to cooperate and provide timely information and responses as requested by the other in fulfillment of the intent of this AGREEMENT. In the event of a dispute between the parties, the parties agree to make reasonable attempts to resolve any such dispute prior to entering into litigation.

## EXHIBIT 3

### INSURANCE

The insurance(s) as per General Conditions Paragraph 17 of this AGREEMENT are as follows:

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/28/2023	
<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b>					
<b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b>					
<b>PRODUCER</b> James B Murdoch Insurance Group Inc 4300 Carlisle Pike  Camp Hill PA 17011		<b>CONTACT</b> NAME: Melissa J Strous PHONE (A/C No, Ext): (717)737-9900 FAX (A/C, No): (717)737-9852 EMAIL ADDRESS: melissa@jbminsurance.com  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: ERIE INS EXCH 26271 INSURER B: ERIE INS CO of NY 26271 INSURER C: CNA (Schindler) 20443 INSURER D: INSURER E: INSURER F:			
<b>INSURED</b> Herbert Rowland & Grubic Inc. 369 E Park Dr  Harrisburg PA 17111-2730					
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>	
<b>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</b>					
<b>INSR</b>	<b>TYPE OF INSURANCE</b>	<b>ADDISUBR</b> <b>NSR</b> <b>NSC</b> <b>NSC</b>	<b>POLICY NUMBER</b>	<b>POLICY EFF</b> <b>(MM/DD/YYYY)</b>	<b>POLICY EXP</b> <b>(MM/DD/YYYY)</b>
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Q61-0216326	06/09/2023	06/09/2024
					<b>LIMITS</b> EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1000000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS COMPOD AGG \$ 2000000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRE AUTOS ONLY OTHER:		Q05-0940063	06/09/2023	06/09/2024
					<b>LIMITS</b> COMBINED SINGLE LIMIT (Per occurrence) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  DED <input checked="" type="checkbox"/> RETENTION \$		Q30-0970384	06/09/2023	06/09/2024
					<b>LIMITS</b> EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y/M</b> <b>N</b>	Q90-5900331	06/09/2023	06/09/2024
					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - SA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000 Per Claim Limit \$5,000,000 Aggregate \$5,000,000
C	Professional Liability		AEH 00-822-00-56	06/09/2023	06/09/2024
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b>					
<b>CERTIFICATE HOLDER</b>					
<b>CANCELLATION</b>					
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
AUTHORIZED REPRESENTATIVE <i>Melissa Strous</i>					
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## EXHIBIT 4

### FEE SCHEDULE FOR HOURLY COMPENSATION METHODS OR IF ADDITIONAL SERVICES ARE REQUIRED



2024 RATES	
Labor Categories	Range
Administration I	\$65 - \$80
Administration II	\$80 - \$95
Environmental Scientist I	\$90 - \$120
Environmental Scientist II	\$120 - \$150
Senior Environmental Scientist	\$150 - \$155
Planner I	\$95 - \$120
Planner II	\$120 - \$145
Senior Planner	\$145 - \$175
Landscape Architect I	\$90 - \$120
Landscape Architect II	\$120 - \$145
Senior Landscape Architect	\$145 - \$165
Surveyor I	\$75 - \$110
Surveyor II	\$110 - \$140
Senior Surveyor	\$140 - \$165
GIS Professional I	\$90 - \$125
GIS Professional II	\$125 - \$140
Senior GIS Professional	\$140 - \$165
Resident Project Representative I	\$75 - \$120
Resident Project Representative II	\$120 - \$140
Senior Resident Project Representative	\$140 - \$160
Junior Technician	\$75 - \$85
Technician I	\$95 - \$125
Technician II	\$125 - \$145
Senior Technician	\$145 - \$170
Financial Specialist	\$115 - \$145
Financial Analyst	\$145 - \$160
Financial Strategist	\$160 - \$185
Engineering Professional I	\$125 - \$150
Engineering Professional II	\$150 - \$170
Project Engineer	\$170 - \$180
Senior Project Engineer	\$180 - \$200
Assistant Project Manager	\$145 - \$170
Project Manager	\$170 - \$190
Senior Project Manager	\$190 - \$200
Operations Manager/Senior Technical Leader/Principal	\$175 - \$215

All non-exempt employees have overtime rates of 1.5 times their normal billing rate.

**PLEASE NOTE:** Herbert, Rowland & Grubic, Inc., (HRG) adjusts the rate schedule annually to reflect the cost of doing business for the coming year. This rate schedule is effective January 1, 2024 through December 31, 2024.

## EXHIBIT 5

### CURRENT BILLABLE EXPENSES



2024 CURRENT BILLABLE EXPENSES	
All Terrain Vehicle	\$100.00/Day
Copies/Prints	
Color	\$.40/Copy
Black & White	\$.15/Copy
Wide Format Printing/Copying	\$.50/Square Foot
Concrete Monuments	\$30.00/Each
Hydrographic System	\$100.00/Day
Lodging	At Cost
Maps, Permits, Licenses	At Cost
Meals	At Cost
Mileage	IRS Allowable
Miscellaneous Charges	At Cost
Pocket Colorimeter	\$50.00/Day
Postage	As Weighed
Sub-Surface Inspection Pole Camera	\$75.00/Day
Technology Equipment Charge	\$150.00/Day
Traffic Counters	\$25.00/Day

All expenses are subject to a 10% markup, including, but not limited to travel, printing, postage, survey supplies, etc.

**PLEASE NOTE:** Herbert, Rowland & Grubic, Inc., (HRG) adjusts the current billable expenses annually to reflect the cost of doing business for the coming year. These expenses are effective January 1, 2024 through December 31, 2024.