

Town of Whitestown Uniform Contract for Services

HWC Engineering

Service Provider

2020 Thoroughfare Plan Update

Type of Service

This Uniform Contract for Services (hereinafter referred to as "Agreement"), entered into by and between the Town of Whitestown, Indiana and/or Whitestown Municipal Utilities, (hereinafter referred to as "Whitestown"), and HWC Engineering (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants and other good and valuable consideration, the adequacy of which is mutually acknowledged, the parties agree as follows:

SECTION I. DUTIES OF CONTRACTOR.

- 1.01 The Contractor shall provide the services as set forth or described in *Attachment A*, attached to and made a part of this Agreement. The Contractor agrees that the services shall be consistent with generally accepted commercial standards in the relevant trades or professions. To the extent *Attachment A* purports to incorporate contractual terms of service, any such terms are voidable at the option of Whitestown.

SECTION II. TERM.

- 2.01 This Agreement shall be in effect until the services described in *Attachment A* are fully and satisfactorily performed and Whitestown has paid Contractor for applicable services, unless earlier terminated in accordance with this Agreement.
- 2.02 This Agreement may be renewed beyond the expiration by agreement of parties. The term of the renewal shall not be longer than the term of the original Agreement. A renewal shall be by written notice sent by either party and written acceptance by the other. All other terms and conditions of the Agreement shall remain the same as set forth herein and may be amended only by written instrument signed by both Whitestown and Contractor and attached hereto as an amendment, and following approval of such amendment by the Whitestown Town Council.

SECTION III. COMPENSATION OF THE CONTRACTOR.

- 3.01 The Contractor shall furnish all labor, materials, supplies, and services in accordance with the conditions of this Agreement necessary to complete the services as defined in *Attachment A*.
- 3.02 Payment will be for the amount set forth in *Attachment A*. No payments will be provided prior to commencement of services, absent a performance bond from Contractor adequate to cover the cost of completing such services.
- 3.03 Contractor shall submit a properly itemized invoice referencing services performed and/or applicable expenses incurred under this Agreement. Contractor shall cooperate with and provide any other necessary information to Whitestown. Whitestown will pay Contractor within ninety (90) days after receipt of such properly itemized and legitimate claim forms under agreed schedules, and following approval of such claim(s) by the Whitestown Town Council as provided by law. All payments are further subject to appropriations as required by applicable law.

SECTION IV. GENERAL PROVISIONS.

- 4.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of Whitestown. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not

insured in any manner by Whitestown for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate Whitestown in any way.

- 4.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any responsibility to perform services to be performed pursuant to this Agreement without prior written approval of the Town Manager of Whitestown or his/her designee. In the event that Whitestown approves of any such subcontracting, assignment or delegation, Contractor shall remain responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Whitestown shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement. Contractor shall be responsible for a background, criminal history, and e-verify check on any additional person involved in performing services pursuant to this Agreement, and the Contractor and any additional persons shall have the duty to report an arrest or the filing of criminal charges against them in writing to the Town Manager of Whitestown.
- 4.03 Necessary Qualifications. Contractor certifies that it will furnish to Whitestown, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of Whitestown, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain all licenses, permits, registrations, authorizations, or certifications, as applicable to the services in force during the term of this Agreement.
- 4.04 Confidentiality of Whitestown Information. Contractor understands that the information provided to it or obtained from Whitestown during the performance of its services may be confidential and may not, without prior written consent of Whitestown, be disclosed to a person not in Whitestown's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to Whitestown. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena, or court order whereupon Contractor shall provide notice to Whitestown prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information. Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, Whitestown that is required to be kept confidential by Whitestown pursuant to Indiana law, except as contemplated by this section, clause (d).
- 4.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from termination or the date of final payment under this Agreement for inspection by Whitestown or any other authorized representative of Whitestown. Copies thereof, if requested, shall be furnished at no cost to Whitestown.
- 4.06 Ownership of Documents and Materials. All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered "work for hire" and the Contractor transfers any ownership claim to Whitestown and all such matters will be the property of Whitestown. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of Whitestown, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by Whitestown and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor

during the term of this Agreement shall be available to Whitestown. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.

Notwithstanding the foregoing, it is understood and agreed that Contractor shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in anyway with respect thereto.

4.07 Termination for Cause or Convenience.

4.07.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then Whitestown may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given, except in the case of emergencies, (a) not less than ten (10) calendar days' notice of Whitestown's intent to terminate, and (b) an opportunity for consultation with Whitestown prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by Whitestown to be incurred by reason of Contractor's default.

4.07.2 This Agreement may be terminated in whole or in part in writing by Whitestown for Whitestown's convenience; provided that Contractor is given (a) not less than thirty (30) calendar days' notice of intent to terminate and (b) an opportunity for consultation with Whitestown prior to termination. If Whitestown effects termination for convenience, Contractor's compensation shall be equitably adjusted.

4.07.3 Upon receipt of a termination action for default or for Whitestown's convenience, Contractor shall (a) promptly discontinue all services affected, unless the termination notice directs otherwise, and (b) deliver or otherwise make available to Whitestown all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

4.07.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been effected for the convenience of Whitestown. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.07.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

4.08 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement and pursuant to Indiana law, if funds for the continued fulfillment of this Agreement by Whitestown are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Whitestown shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

4.09 Remedies. Following the occurrence of any default, breach, or other failure to perform requisite services, or an act of negligence or misconduct causing damage to Whitestown, by contractor or any of its employees, agents, or subcontractors, Whitestown shall have every remedy now or hereafter existing at law or in equity or by statute or otherwise which may be available to Whitestown. This provision shall survive any termination of this Agreement.

4.10 Indemnification. Contractor agrees to indemnify, defend, and hold harmless Whitestown and its officers, agents, officials, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any act or omission by Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party

indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage. Whitestown will not provide such indemnification to the Contractor, provided, however, that the Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is directly caused by the negligent acts or omission of Whitestown. This provision shall survive any termination of this Agreement.

4.11 Notice. Any notice or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:

HWC Engineering
135 N. Pennsylvania St
Suite 2800
Indianapolis IN 46204

To Whitestown:

Town of Whitestown
Whitestown Municipal Complex
6210 S 700 E
Whitestown, IN 46075
Attn: Town Manager

4.12 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with Whitestown. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and Whitestown may otherwise agree in writing. Should the Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by Whitestown or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against Whitestown for such costs. Whitestown may withhold payments on disputed items pending resolution of the dispute.

4.13 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, sexual orientation, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

4.14 Conflict of Interest. Contractor certifies and warrants to Whitestown that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with Whitestown.

4.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds one hundred eighty (180) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

4.16 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by Whitestown and the Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinances, Resolutions, Rules, Regulations, or Codes of Whitestown. Suit, if any, shall be brought in the State of Indiana, County of Boone.

- 4.17 Waiver. Whitestown's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of Whitestown's rights or remedies.
- 4.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 4.19 Attorneys' Fees. Contractor shall be liable to Whitestown for reasonable attorneys' fees incurred by Whitestown in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor from Contractor's breach of any provision of this Agreement, from Contractor's indemnity obligation, or from Contractor's failure to fulfill any provisions or responsibility provided herein. This provision shall survive any termination of this Agreement.
- 4.20 Whitestown Officials. No official, director, officer, employee, or agent of Whitestown shall be charged personally by Contractor, its employees, or agents with any liabilities or expenses, or be held personally liable to Contractor under any term or provision or because of the execution of any agreement, or because of any default by Whitestown. This provision shall survive any termination of this Agreement.
- 4.21 Successors and Assigns. Whitestown and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet, or transfer its interest in this Agreement without the written consent of Whitestown. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Whitestown.
- 4.22 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on behalf of the Contractor designated above, and has obtained all necessary or applicable approval from the offices of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and accepted by Whitestown.
- 4.23 E-Verify. Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT CONTRACTOR DOES NOT KNOWINGLY EMPLOYEE AN UNAUTHORIZED ALIEN.

SECTION V. INTERPRETATION AND INTENT.

- 5.01 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Whitestown and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Whitestown or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both Whitestown and Contractor, and following approval of such amended or modified terms by the Whitestown Town Council.
- 5.02 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of Whitestown or Contractor, the document or provision thereof imposing the greater obligation upon Contractor and affording the greater right or remedy to Whitestown, shall govern.
- 5.03 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against Whitestown solely by virtue of Whitestown or Whitestown's representatives having drafted all or any portion of this Agreement.

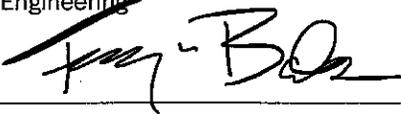
5.04 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Town of Whitestown, Indiana and/or
Whitestown Municipal Utilities ("Whitestown")

("Contractor")
HWC Engineering

By: _____

By:  _____

Printed: _____

Printed: Terry M. Baker

Title: _____

Title: President

Date: _____

Date: 03.24.20

3010408

**TOWN OF WHITESTOWN
UNIFORM SERVICE AGREEMENT ADDENDUM**

HWC Engineering
Service Provider

2020 Thoroughfare Plan Update
Type of Service

This Uniform Service Agreement Addendum is between the Town of Whitestown, Whitestown Municipal Utilities, and/or its agencies (collectively, "Whitestown") and HWC Engineering ("Provider"), and is regarding the terms and conditions of service to be rendered by Provider.

The following terms are incorporated into and shall supersede all inconsistent, contrary, or limiting terms in any contract, terms of service, product terms and conditions, operating agreement, or similar provisions that would govern or control the relationship of Whitestown and Provider or the provision of services by Provider. Provider is hereby put on notice that no agent of Whitestown is authorized to enter into a service agreement without incorporating the terms herein, and Whitestown accordingly is not bound by any service agreement/terms or liable to Provider, except in quantum meruit, unless all parties are bound by the terms herein, regardless of execution hereof.

1. Provider shall ensure that any confidential information, including but not limited to names, social security numbers, addresses, banking or financial information and/or other information deemed confidential by applicable laws, statutes, ordinances, and/or regulations, or otherwise not generally known and available to the public, is protected from disclosure to any unauthorized person or entity, unless otherwise required by federal, state, or local law, regulation, court order, legal process, or governmental investigation. Confidential information obtained by Provider as a result of services rendered to Whitestown may not be disseminated by Provider without the express written consent of Whitestown.

2. Provider shall comply with and obey all laws, regulations, ordinances, or orders of any governmental authority or agency relating to or regarding the provision of services by Provider to Whitestown.

3. Provider shall not discriminate against any worker, employer, or applicant for employment or any member of the public because of race, color, religion, gender, national origin, ancestry, age, disability, disabled veteran status, or Vietnam-era veteran status, nor commit any unfair employment practices.

4. Nothing shall be construed to create an employment relationship between Provider and Whitestown, or to place Whitestown in the relationship of the employer of, or grant Whitestown the right to direct or control employees of, the Provider.

5. Provider shall permit Whitestown and its duly authorized representatives, at Whitestown's sole cost and expense, to examine and cause to be made a complete audit, during normal business hours, of any and all records and reports which relate to the Provider's performance of its obligations or services to Whitestown.

6. Following the occurrence of any default, breach, other failure to perform requisite services, or an act of

negligence or misconduct causing damage to Whitestown, by Provider or any of its employees, agents, or contractors, Whitestown shall have every remedy now or hereafter existing at law or in equity or by statute or otherwise which may be available to Whitestown. Provider shall also pay all reasonable attorneys' fees incurred or imposed on Whitestown or any of its respective officials, agents, or employees in connection herewith in the event that the Provider defaults, breaches, or fails to perform requisite services.

7. Provider shall indemnify, defend, exculpate, and hold harmless Whitestown and its officials, employees, representatives, or agents from any and all liability due to loss, damage, injury, or other casualties of whatsoever kind or by whom so ever caused to the person or property of anyone resulting from the performance, breach, default, or negligence by Provider or arising out of or relating to any and all acts or omissions of the Provider or its employees, contractors, and agents.

8. Provider shall not assign its responsibility to Whitestown or any portion thereof without the prior written approval of Whitestown.

9. This Addendum may be amended, modified, supplemented, or waived only by a written instrument signed by Whitestown and Provider, following a full vote by the legislative body of Whitestown for the express purpose of revising this Addendum. Additional agreements, extensions, modifications, or addendums, including unilateral attempts to amend or impose additional terms on Whitestown, shall be subordinated to the terms herein.

10. If any action at law or in equity shall be brought to recover any sum due Whitestown from Provider or for on account of any breach of Provider's obligations to Whitestown, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed

ATTACHMENT A

EXHIBIT A

SCOPE OF SERVICES

**TOWN OF WHITESTOWN
2020 THOROUGHFARE PLAN UPDATE**

March 24, 2020

INTENT

In general, the scope of services for this project is to assist the Town of Whitestown, Indiana (CLIENT) with the preparation of updates to components of the 2018 Whitestown Thoroughfare Plan.

Specifically, this primary purpose of this update is revise roadway network alignments to reflect updated layouts of the mid-point interchange. Additionally, the plan will be edited to incorporate additional intersections recommended for future improvements as a result of current development patterns.

Minor text edits to the plan to reflect requested changes will also be incorporated. Other changes to graphics/maps are not included.

A detailed description of the services to be provided by HWC follows:

DETAILED SCOPE OF SERVICES

Update Base Maps

CLIENT will provide HWC with copies of development plans approved since the 2018 plan was adopted, as well as copies of development plans recently approved. HWC will also coordinate with the CLIENT and INDOT to obtain current plans for I-65 interchange improvements. HWC will utilize this information to prepare an updated roadway base plan for the Town.

Planning Meeting #1

HWC will facilitate one planning meeting with the CLIENT's staff to review the 2018 Thoroughfare Plan, changes to the roadway network since the plan was adopted, and the status of the INDOT interchange projects. This information will be used to inform subsequent analysis phases.

Analysis – Mid-Point Interchange Roadway Network

HWC will develop up to three alternatives for a roadway network modification to accommodate the future mid-point interchange. The network analysis will focus on the north/east side of the interchange. This evaluation does not include evaluation of connections from the south/west side of the interchange to the future Ronald Reagan Parkway.

Analysis – Intersections

HWC will review current and anticipated future traffic patterns at intersections as identified in the 2018 Thoroughfare Plan as well as developments completed or approved since then. Based on this analysis, HWC will recommend intersections where right-of-way should be reserved for the future development of roundabouts.

Planning Meeting #2

HWC will present the preliminary mid-point interchange alternatives and recommended intersection improvement locations to the client for review.

Preliminary Recommendations

For one mid-point interchange network plan selected by the CLIENT, HWC will prepare a Mid-Point Interchange Recommendations Package, as follows:

- Prepare an updated roadway classification map
- Prepare a recommended phasing plan
- Prepare a CAD plan showing recommended right-of-way dedication for future roadways.
- Prepare a conceptual design package for recommended Phase 1 improvements, including a rendered plan diagram, and preliminary cost estimate.

HWC will also prepare town standards for roundabout construction. This shall include a standard dimensioned layout plan, right-of-way dedication requirements, and typical sections. This shall be provided for both one- and two-lane roundabouts.

Planning Meeting #3

HWC will present the Preliminary Recommendations at one planning meeting.

Thoroughfare Plan – Draft #1

Final edits the Preliminary Recommendations will be made based on the results of Planning Meeting #3. After these edits are made, HWC will prepare an updated 2018 Thoroughfare Plan draft for review.

Deliverables:

- *(15) Copies of the Final Draft Thoroughfare Plan*

The revisions would generally be limited to:

- Transportation Plan chapter and associated maps
- Corresponding edits to the Executive Summary
- The updated right-of-way plan for roadways connecting to the mid-point intersection would be included. Other associated phasing documents will be submitted, but will not be part of the plan.
- Right-of-Way Standards would be modified to include roundabout right-of-way requirements.
- Typical cross sections would be modified to include roundabout designs.

The following plan components will not be edited:

- Process & Background
- Network Analysis
- Bicycle and Pedestrian components
- Regional Corridor Plan component
- Policy Recommendations
- Appendices

Planning Meeting #4

One planning meeting will be held to review the updated Thoroughfare Plan.

Thoroughfare Plan – Draft #2

The Rough Draft will be revised to incorporate staff input. This second draft will then be prepared and released for public input.

Deliverables:

- (15) Copies of Thoroughfare Plan – Draft #2

Adoption Meetings

HWC will prepare a PowerPoint summary of plan changes and then will present the changes at one Plan Commission and one Town Council meeting. Attendance at additional meetings would constitute additional services.

Deliverables:

- (1) PowerPoint Presentation

Post-Adoption Revisions and Final Deliverables

HWC will make one (1) final revision to the plan to address all comments received during the adoption process. This revision will occur following the conclusion of the adoption process and will include incorporation adopting resolution appended into the plan. These revisions will incorporate any additional text or formatting changes requested. HWC will then produce final deliverables.

HWC will then produce and provide the final Thoroughfare Plan deliverables.

Deliverables:

- (1) Electronic Copy of Final Plan
- (1) Electronic Copy of Final Mid-Point Interchange Recommendations Package

PROJECT SCHEDULE

Task	Timeline
Submit Preliminary Recommendations	Week 6
Thoroughfare Plan - Draft #1	Week 10
Thoroughfare Plan - Draft #2	Week 12
Adoption Meetings	Week 14-20

FEE PROPOSAL

Activity	Schedule
Thoroughfare Plan	\$39,500

**Attachment A
Exhibit B
HWC Engineering
2020 Hourly Billing Rates**

POSITION	HOURLY RATE
Principal	\$201.00
Senior Project Manager	\$196.00
Project Manager	\$155.00
Project Engineer I	\$135.00
Project Engineer II	\$110.00
Landscape Architect I	\$135.00
Landscape Architect II	\$110.00
Planner I	\$135.00
Planner II	\$100.00
Designer/Technician	\$110.00
Clerical Support	\$75.00
Construction Inspection Manager	\$115.00
Construction Inspector I	\$110.00
Construction Inspector II	\$95.00
Project Surveyor	\$120.00
Survey Crew Leader	\$100.00
Survey Crew Member I	\$80.00
Survey Crew Member II	\$65.00
Intern	\$56.00

REIMBURSABLE EXPENSES

- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at \$.375 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- Color copies at \$.50 per sheet
- CD's at \$25.00 each.
- Actual cost of long distance telephone calls, expense charges, photographs and postage.
- Expenses will be billed at cost plus.
- The rates identified in this agreement are subject to change each December 31st without notification or modification to this Agreement.