

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) dated _____ is made by and between the **City of Franklin**, acting by and through its Board of Public Works and Safety (“OWNER”) and **HWC Engineering, (HWC)** an Indiana corporation organized under the laws of the State of Indiana.

RECITALS

WHEREAS, OWNER wishes to hire HWC to provide certain professional services with respect to the **Franklin Economic Development/Interchange Plan** (“Project”); and

WHEREAS, HWC has extensive experience, knowledge and expertise relating to these services and has expressed a willingness to furnish the services in connection therewith, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section I – Services by HWC

The engineering services to be performed by HWC are described in Appendix “A”, which is attached hereto, and made a part hereof, and are referred to herein as the “Services”.

Section II – Information and Services to be furnished by OWNER

The information and services to be furnished by OWNER are as set out in Appendix “B”, which is attached to this Agreement, and incorporated herein by reference.

Section III – Commencement of Services and Schedule

HWC shall commence performance under this Agreement and shall provide the Services hereunder in accordance with the Schedule contained in Appendix “C”, which is attached to this Agreement, and incorporated herein by reference.

Section IV – Compensation

For all Services rendered by HWC under this Agreement, OWNER agrees to pay HWC on the basis of fees and charges established in Appendix “C”, which is attached to this Agreement, and incorporated herein by reference.

HWC shall submit monthly invoices to the CLIENT for the estimated portion of the total services actually completed at the time of the billing.

Additional services can be provided per the Hourly Rate Schedule as set forth in Appendix “D” or a negotiated and agreed upon lump sum amount.

Section V – Term and Termination

1. Term

This Agreement shall commence upon execution by the parties and shall continue until completion of the Services and deliverables as set forth in Appendix “C” or unless terminated as set forth below.

2. *Termination*

OWNER reserves the right to terminate or suspend this Agreement upon five days advance written notice to HWC. Upon termination of this Agreement, HWC shall deliver all Work Product (as defined herein) to OWNER. The dollar amount for any earned but unpaid Services performed by HWC shall be based upon an estimate of the portions of the total Services completed by HWC through the effective date of termination, which estimated shall be as made by OWNER in the exercise of its honest and reasonable judgment for all Services to be paid for on a lump sum basis and shall be based upon an audit by OWNER of those Services to be paid for on a cost basis or a cost plus fixed fee basis as described in Section IV hereof.

Section VI – General Provisions

1. *Subcontracting*

It is recognized that HWC may engage subconsultants to perform a portion of the work under this Agreement. The engagement of subconsultants by HWC shall not relieve HWC of any responsibility for the fulfillment of this Agreement. No subconsultant shall subcontract any portion of its work under this Agreement.

2. *Ownership of Documents*

All reproducible materials prepared by HWC or its subconsultants in connection with this Agreement, alone or in combination with others, on any and all media, in whole or in part, and all copies thereof, whether created before, during, or after the term of this Agreement (collectively, the “Work Product”) will be the property of the OWNER.

HWC shall be allowed to retain copies of all documents included in the Work Product, unless prohibited for reasons of security and as mutually agreed by both parties.

HWC agrees that written agreements with any and all subconsultants used by HWC to fulfill HWC’s obligations hereunder shall contain language substantially similar to that of this Subsection to assign OWNER all Work Product by such subconsultants, and to require cooperation with HWC on the same terms and conditions as set forth herein.

The provisions of this Subsection shall survive the expiration, suspension, abandonment, termination, or completion of this Agreement.

3. *Access to Records*

Full access to the work during the progress of the Services shall be available to the OWNER. HWC and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred under this Agreement and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment for Services is made by OWNER to HWC.

4. *Liability for Damages*

HWC assumes all risk of loss, damage or destruction to the Work Product, to all of its materials, tools, appliances and property of every description, and for injury to or deaths of its employees or agents arising out of or in connection with the performance of this Agreement, excluding that which occurs due to the acts or failure to act of any third party, and excluding that which is caused by the OWNER.

5. *General Liability Insurance*

a. Amounts of Coverage. HWC shall procure and maintain at its expense insurance of the kind and in the amounts set forth below by companies authorized to do such

business in the State of Indiana covering all Services and related activities performed by HWC.

1. Professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be either: General Office Coverage or Project Specific Professional Liability Insurance, with a per occurrence limit of not less than \$2,000,000.00. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all Services performed by HWC, and Worker's Compensation, disability benefit, or any other similar employee benefit laws, including bodily injury, occupational sickness or disease of an employee;
 2. Commercial General Liability Insurance, with a per occurrence limit of not less than \$1,000,000.00;
 3. Additionally, HWC shall require its Consultants to maintain Commercial General Liability and Comprehensive Automobile Liability coverage.
- b. Evidence of Insurance. Before commencing its Services, HWC shall furnish to OWNER a certificate, or certificates, showing that it has complied with this Section VI.5.b, which certificate or certificates, shall also designate OWNER as an additional named insured. Certificate shall include in the comments section of the document verbiage indicating that "The City of Franklin is Additionally Insured". The policies shall not be changed or canceled unless thirty (30) days prior written notice has been given to OWNER.
6. *Worker's Compensation*
HWC shall be responsible for providing all necessary unemployment and Worker's Compensation Insurance for its employees. HWC shall provide the OWNER with a certificate of insurance indicating that it has complied with this requirement.
7. *Changes in Work*
- a. Prior Approval. HWC shall not commence any additional services or change of scope until authorized by OWNER.
 - b. Additional Services. Additional services may include, but not be limited to:
 - i. Services associated with significant changes in the scope, extent, or character of the portions of the Project required by, but not limited to, changes in scope, complexity or schedule and revisions required by changes in applicable laws and regulations or due to any other causes beyond HWC's control.
 - ii. Preparing to serve or serving as a consultant or witness for OWNER in any litigation or other dispute resolution process related to the Project that does not involve a claim against HWC or a claim that is based on an alleged act of negligence or breach of contract by HWC.
 - iii. Subject to other provisions of this Agreement, additional or extended services during the Project made necessary by (1) emergencies or Acts of God endangering the Project site, (2) an occurrence of a hazardous environmental condition, (3) damages to OWNER's facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the Schedule involving services beyond normal working hours, (5) significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages and (6) default or failure to perform by other consultants.

8. *Non-Discrimination*

HWC and its subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Services under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

9. *Safety*

- a. Responsibility. HWC shall be directly responsible for the safety requirements and programs applicable to its own employees, its subconsultants and other parties with whom it has contracted to perform Services with respect to the Project.
- b. Compliance. HWC's safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. HWC shall report to OWNER, in writing, any injury or accident at the Project site involving its employees, its subconsultants or other parties for which it is responsible, within forty-eight (48) hours or a shorter period of time if required by law.
- c. Notification. HWC shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than HWC and its subconsultants.

10. *Independent Contractor*

OWNER and HWC are acting in an individual capacity in the performance of this Agreement and will not act as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subconsultants of the other party. HWC shall be responsible for providing all necessary unemployment and worker's compensation insurance for its employees.

11. *Indemnification*

HWC agrees to indemnify OWNER, its officials, and employees, and to hold each of them harmless from claims and suits, including court costs, attorney's fees, and other expenses caused by any negligent act, effort or omission of, or by any recklessness or willful misconduct by HWC, its employees, or subconsultants. HWC's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated.

12. *Notification*

All written notices required by this Agreement shall be sent to the parties at the following addresses by certified mail, return receipt:

To OWNER; **City Engineer
70 East Monroe Street
Franklin, Indiana 46124**

To HWC: **HWC Engineering
151 N Delaware St, Suite 800
Indianapolis, IN 46204**

13. *Authority to Bind Consultant*
HWC warrants that it has the necessary authority to enter into this Agreement. The signatory for HWC represents that he/she has been duly authorized to execute this Agreement on behalf of HWC and has obtained all necessary or applicable approval to make this Agreement fully binding upon HWC when his/her signature is affixed hereto.
14. *Successors and Assignees*
This Agreement is binding upon and shall inure to the benefit of OWNER and HWC and their respective successors and permitted assigns. HWC shall not assign this Agreement without the written consent of OWNER.
15. *Entire Agreement; Amendments*
This Agreement and its Appendices, each of which is incorporated herein by reference and made a part of this Agreement, constitutes the entire Agreement of the parties with regard to the subject matter hereof and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.
16. *Governing Law*
This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to principles respecting conflicts of laws. Subject to Section 19, any action pursuant to this Agreement shall be brought and tried in a court of competent jurisdiction in Johnson County, Indiana, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of any such court and waives any objection to such jurisdiction and venue.
17. *Non-Waiver*
It is agreed and acknowledged that no action or failure to act by OWNER or HWC as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
18. *Invalid Provisions*
If any part of this Agreement is later found to be contrary to, prohibited by, or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated and shall be given full force and effect insofar as possible.
19. *Dispute Resolution*
Any dispute arising out of this Agreement that cannot be resolved through informal discussions between the parties, shall be subject to this Section.
 - a. The parties agree that the existence of a dispute notwithstanding, the parties shall continue without delay to carry out all of their respective responsibilities under this Agreement.
 - b. Should any dispute arise with respect to this Agreement that cannot be resolved through informal discussions between the parties, a party shall serve written notice to the other party outlining the details of the dispute and demanding mediation. No later than twenty (20) days from the date of the notice demanding mediation, the

parties shall confer to discuss the selection of the mediator and agree upon other mediation procedures.

- c. Submission of a dispute under this Agreement to a mediation procedure shall be a condition precedent to filing litigation. No litigation shall be initiated by either party unless the mediation has been completed (unsuccessfully) or a party has failed to participate in a mediation procedure.

20. *Employment Eligibility Verification*

HWC affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

HWC shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. HWC is not required to participate should the E-Verify program cease to exist. Additionally, HWC is not required to participate if HWC is self-employed and does not employ any employees.

HWC shall not knowingly employ or contract with an unauthorized alien. HWC shall not retain an employee or contract with a person that HWC subsequently learns is an unauthorized alien.

HWC shall require its subconsultants, who perform work under this Agreement, to certify to HWC that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. HWC agrees to maintain this certification throughout the duration of the term of an agreement with a subconsultant.

OWNER may terminate for default if HWC fails to cure a breach of this provision no later than thirty (30) days after being notified by OWNER.

21. *No Investment in Iran*

As required by IC 5-22-16.5, HWC certifies that it is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Agreement and denial of future agreements, as well as an imposition of a civil penalty.

[Signature page follows]

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the HWC, or that he/she is the properly authorized representative, agent, member or officer of the HWC, that he/she has not, nor has any other member, employee, representative, agent or officer of the HWC, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears within this Agreement.

In Witness Whereof, the HWC and the OWNER have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the forgoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.

**HWC ENGINEERING
(HWC)**

**CITY OF FRANKLIN
BOARD OF PUBLIC WORKS AND SAFETY
FRANKLIN, INDIANA
(OWNER)**

Edward P. Jolliffe, President

Joseph McGuiness, Mayor

Date

Steve Barnett, Member

Robert Swinehamer, Member

Date

Attest:

Attest:

(Signature)

(Signature)

(Print or type name and title)

(Print or type name and title)

APPENDIX A SCOPE OF SERVICES

FRANKLIN ECONOMIC DEVELOPMENT/INTERCHANGE PLAN May 2014

GENERAL

In general, the scope of services for this project consists of an Economic Development Plan and Interchange Redevelopment plan for the I-65/former SR 44 interchange in Franklin, Indiana. Work will include establishing economic development goals, developing a redevelopment plan to improve land use and infrastructure at and around the I-65 interchange, and development of a work plan to implement plan recommendations. The study area will include the area east and west of the I-65 interchange, with redevelopment attention focused on the west side of the interchange as per the attached Exhibit B graphic.

A detailed scope of work follows:

TASK 1: INFORMATION GATHERING & VISION DEVELOPMENT

TASK 1A – PRELIMINARY INFORMATION GATHERING/COORDINATION

HWC will review existing projects/policies and collect additional data as required to gain a detailed understanding of economic characteristics, land use and development processes of Franklin. Research will be conducted from a variety of sources including the U.S. Census Bureau, Indiana Business Research Center, U.S. Bureau of Economic Analysis, U.S. Department of Labor, the Indiana Department of Workforce Development as well as staff interviews. The OWNER shall furnish all previously completed and related studies, plans, and information collected as they pertain to the project. Maps (both hard copy and electronic GIS copy) that pertain to the project and are necessary for the orderly and expeditious completion of the project shall be provided to the HWC at no charge.

TASK 1B – PRELIMINARY VISION, GOAL DEVELOPMENT & SWOT EXERCISES

HWC will facilitate an exercise with a selected Working Group to assist in identifying the key elements to a vision and goals that will be the foundation for the land use and the strategic economic development plan. HWC will also facilitate an exercise focusing on SWOT (strengths, weaknesses, opportunities and threats) of the study area.

TASK 1C – KEY STAKEHOLDER INTERVIEWS

Once the process begins to outline the vision and goals, it is important to ensure the alignment of these with the broader community. In order to do this, the HWC will engage up to eight (8) individual or group stakeholder meetings with community stakeholders to gather their thoughts as well. These conversations are intended to enrich the initial thinking, as well as uncover items and proposals that had not previously been known.

The OWNER will identify the stakeholders for interview, and these may include, but are certainly not limited to:

- Business leaders – to better ascertain the business and workforce climate, identify barriers to productivity, and determine steps that need to be taken to improve the business climate
- Education and workforce development practitioners – to better understand issues and linkages within the workforce development support network

- Property owners – to better understand perspective of significant property owners
- Public officials – to better understand similarities and differences in regional and local issues and needs
- Real estate and development community - to understand current market supply and market demand forces in regard to commercial and industrial properties.

TASK 1D – PRELIMINARY ANALYSIS OF DATA

HWC will analyze collected data, reports, policies, etc. as it pertains to economic development and land use in the study area to inform the planning process. Areas of focus will include:

- Demographics (community profile)
- Current, future, potential industries and businesses
- Workforce profile, capacity, applicability
- Quality of life (Parks, recreation and greenways)
- Land use policies
- Economic development/growth policies

TASK 1 SUMMARY

Meetings: Working Group meetings (one (1) steering committee meeting to identify vision and goals, one (1) steering committee meeting to present Task 1 findings, and up to eight (8) stakeholder meetings/interviews

Deliverables: Meeting summaries of each meeting

TASK 2: PLAN DEVELOPMENT

TASK 2A –DRAFT ECONOMIC DEVELOPMENT TOOLS

HWC will develop an approach to economic development for the study area that is based on the vision and goals that are established as part of this planning effort. This part of the plan will recommend specific implementation strategies for achieving the community's vision, strategies for streamlining economic development processes and specific tools for economic development. Specific tools will be identified to provide a useable document for Franklin to make progress in achieving its vision through this project. Specific strategies will be based on issues identified by the planning process and will, as best as possible, be prioritized, attached to a timeline, assigned a party responsible for activation, identify a way to measure completion (accountability) as well as develop and understanding of the resources that would be required for implementation.

A public workshop will be held in this phase to discuss initial ideas and obtain public input on issues to be addressed in the plan.

TASK 2B – INFRASTRUCUTRE AND SITE FEASIBILITY PLAN

For Task 2B, HWC will review the feasibility of development/redevelopment of the area surrounding the interchange. HWC will determine infrastructure needs to service the various economic development sites considered. HWC will then review the condition and capacity of existing utilities relative to serving the sites, including water, sanitary sewer and storm. A meeting will be held with local utility departments as part of this review. Electric, gas and telecom companies will be contacted to determine their infrastructure capacity as well. Recommendations will be made for phased extension/upgrade of utilities for the sites, including development of estimated costs. Analysis is limited to extension of utilities to the

site, and does not include extension with a site.

HWC will also review various development considerations to determine the suitability of the proposed economic development sites. This includes zoning, previously identified wetlands, drainage, topography, documented environmental considerations (Phase 1 Environmental review is not included), transportation access, historical considerations, site size, land use and commonly identified floodplains.

TASK 2C: I-65 INTERCHANGE LAND USE PLAN

As development/redevelopment occurs at I-65, it is important that this development reflect the community's desire to develop a proper "gateway" into Franklin. It will be important to determine expectations for how development activities in this area impact the vision for that gateway, and what will be required to enforce those expectations. For this work plan, the HWC will develop a recommended land use plan for interchange and the areas surrounding it. This work plan will be a precursor for a future zoning overlay district and associated formal regulations.

Also as part of this analysis phase, HWC will develop an inventory of key site specific redevelopment opportunities at the interchange. These sites will be evaluated based on the potential impact of their redevelopment to the area and what might be required to initiate their redevelopment. As part of this process, the HWC will engage private developers to assist in establishing an evaluation of market potential for identified sites. Potential sites will be prioritized accordingly and strategies will be offered on how to implement the redevelopment opportunities for each identified site.

The final deliverable for this phase of the project will include a rendered plan graphic illustrating one potential option for redevelopment of the area.

TASK 2 SUMMARY

Meetings: One meeting with OWNER to review tools/strategies, one (1) meeting with local utilities, one public workshop to discuss initial plan elements and to solicit broader public input, one (1) meeting with the OWNER to present site analysis, and (1) meeting with OWNER to develop work plan.

Deliverables: Associated plan chapters, cost estimates, proposed site layout/utility plan maps, and plan rendering.

TASK 3: FINAL PLAN DEVELOPMENT AND ADOPTION

TASK 3A – FINAL PLAN DEVELOPMENT

Based on feedback on draft chapters and committee discussions, a final plan will be compiled and presented for review/comment. A committee meeting will be held to review the final draft and to prioritize the work plan/implementation plan.

TASK 3B – PUBLIC MEETING

HWC will present the plan to the public at one (1) public hearing.

TASK 3C - PLAN ADOPTION

HWC will assist in the formal adoption of the plan at one (1) City Council meeting.

TASK 3D - PROVIDE FINAL DELIVERABLE

HWC will provide the approved plan in hard copy (10 copies) as well as one (1) electronic copy (pdf format).

TASK 3 SUMMARY

Meetings: One (1) OWNER meeting to wrap up Final Plan and project, one (1) public meeting to present the plan, and one (1) City Council meeting.

Deliverables: Approved Final Plan (hard copy and electronic)

Assumptions and Limitations:

- This scope includes development of one illustrative site plan rendering. Additional renderings, proposed development graphics, animations or related services are not included.
- Work does not include creation of recommendations or development standards for gateways, wayfinding, signage, streetscapes or related site character improvements. Such recommendations were identified in previous gateway studies, and will be developed further during proposed improvements to former SR 44.

APPENDIX B
Information and Services to be Provided by Owner

The OWNER shall:

1. Provide full information as to his requirements for the Project
2. Assist HWC by placing at HWC's disposal all available information pertinent to the Project
3. Guarantee access to and make all provisions for HWC to enter public and private sites relative to the Project
4. Examine all data, reports, and other documents prepared or presented by HWC and shall render in writing decisions pertaining thereto so as not to delay the work of HWC
5. Provide such legal, accounting, and insurance counseling services as may be required for the Project
6. Obtain approval of governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project
7. Furnish, or direct HWC to provide at the OWNER's expense, necessary additional services or other services as required
8. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for costs incident thereto
9. Pay for permits, approvals, fees, and advertising of any legal notices. HWC shall assist the OWNER in applying for or obtaining such items as typically required by law for projects similar to the one for which HWC's services are being engaged. Such assistance consists of completing and submitting forms as to the results of certain work included in the Scope of Services.

OWNER shall be responsible for, and HWC may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to HWC pursuant to this Agreement. HWC may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

The OWNER shall provide for HWC's right to enter the property owned by the OWNER and/or others in order for HWC to fulfill the Scope of Services included hereunder. The OWNER understands that the use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The OWNER agrees to the fullest extent permitted by law, to indemnify and hold HWC and HWC's subconsultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of HWC.

OWNER shall not, throughout any pending project and for a period of one (1) year after final completion of all projects for which HWC has provided services, solicit, contact or communicate with any employee of HWC for the purpose of inducing such HWC employee to terminate his or her employment with HWC.

**APPENDIX C
Compensation and Time Schedules**

**Franklin Economic Development/Interchange Plan
City of Franklin, Indiana**

May 2014

Following is a schedule of the activities to be completed under this contract, the compensation amount for each activity, the form of the compensation, and the scheduled completion date for the activity.

Activity	Compensation	Compensation Type	Scheduled Completion
Franklin Economic Development/Interchange Plan	\$59,000.00	Lump Sum	Within 7 Months from Notice to Proceed

HWC shall submit monthly invoices to the OWNER for the estimated portion of the total services actually completed at the time of the billing.

Additional services can be provided per the Hourly Rate Schedule as set forth in Appendix "D" or a negotiated and agreed upon lump sum amount. Please note; the rates identified in this Agreement are subject to change each December 31st without notification or modification to this Agreement.

APPENDIX D
HWC Engineering
2014 Hourly Billing Rates

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal	\$201.00
Senior Project Manager	\$196.00
Project Manager	\$149.00
Project Engineer	\$108.00
Landscape Architect	\$113.00
Designer/Technician	\$93.00
Draftsman	\$82.00
Clerical Support	\$67.00
Construction Inspection Manager	\$103.00
Construction Inspector I	\$93.00
Construction Inspector II	\$82.00
Survey Crew Leader	\$98.00
Survey Crew Member I	\$77.00
Survey Crew Member II	\$57.00

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. These rates are for services performed during the 2014 calendar year.
- 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.
- Actual cost of survey stakes, flagging, etc.
- Expenses will be billed at cost plus a 10% administrative fee.
- Hours worked in excess of 8 hours per day or 40 hours per week will be billed at an overtime rate of 1.5 times the rates listed for non-exempt employees.

Revised December 2013