

**BOARD OF PUBLIC WORKS AND SAFETY**  
**Agenda Request Form**

(Form B-01-2012)

*Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.*

*Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.*

|   |  |                                     |           |
|---|--|-------------------------------------|-----------|
| Date Submitted:   | 9/29/2014  | Requested Meeting Date:             | 10/6/2014 |
|   |  | Confirmed Meeting Date:             |           |
| Received by:  |  |                                     |           |
| <b>Contact Information: Please provide all requested information in the fields below. (Print or Type)</b> |  |                                     |           |
| On Behalf of Organization or Individual:  |  | Planning and Engineering Department |           |
| Name:   | Travis Underhill   | Telephone:                          | 736-3631  |
| Title or Position:  | City Engineer  |                                     |           |
| E-Mail:   | <a href="mailto:tunderhill@franklin.in.gov">tunderhill@franklin.in.gov</a> |                                     |           |
| Address:  | 70 E. Monroe Street  |                                     |           |
| City:   | Franklin   | State:                              | IN        |
|   |  | ZIP:                                | 46131     |
| <b>Who will attend the meeting and present the request?</b>   |  |                                     |           |
| Name:   | Travis Underhill   | Telephone:                          | 736-3631  |
| Title or Position:  | City Engineer  |                                     |           |
| E-Mail:   | <a href="mailto:tunderhill@franklin.in.gov">tunderhill@franklin.in.gov</a> |                                     |           |
| <b>Please describe the purpose or title of your presentation.</b>   |  |                                     |           |
| King Street Professional Services Contract Approval with HWC Engineering                                  |  |                                     |           |
| <b>Supporting documents: All supporting documents should be submitted with the request form.</b>          |  |                                     |           |
| 1. Contract   |  |                                     |           |
| 2.  |  |                                     |           |
| 3.  |  |                                     |           |
| 4.  |  |                                     |           |

Questions about this application or the process described should be directed to the Clerk Treasurer's Office at 70 E. Monroe Street, Franklin Indiana 46131 or by email at [jalexander@franklin.in.gov](mailto:jalexander@franklin.in.gov) or call 317-736-3609.

# PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") dated \_\_\_\_\_ is made by and between the **City of Franklin 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 State Road 44 Gateway Improvements** ("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 Franklin Board of Public Works and Safety 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;                      **Board of Public Works & Safety**  
    **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 & SAFETY  
(OWNER)**

\_\_\_\_\_  
Edward P. Jolliffe, President

\_\_\_\_\_  
Mayor Joe McGuinness, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Barnett, Board Member

\_\_\_\_\_  
Bob Swinehamer, Board Member

\_\_\_\_\_  
Date

Attest:

Attest:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
(Print or type name and title)

**APPENDIX A  
SCOPE OF SERVICES**

**State Road 44 Gateway Improvements  
City Of Franklin, Indiana**

**September 2014**

**SERVICES TO BE FURNISHED BY CONSULTANT**

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

For the project described as: Design for the reconstruction of Old SR 44 (King Street) from the western I-65 ramp termini to a proposed roundabout at Eastview Drive. The existing paved median will be replaced with a raised curb section with landscaping in the median, the outside shoulders will be removed and replaced with curb/gutters, including drainage improvements. A new 10 foot wide multi-use path will be constructed on the north side of the street and a new 5 foot wide sidewalk constructed on the south side. Landscaping and trail amenities will be utilized along this linear park setting.

The design process will occur in two separate phases. This initial phase will consist of obtaining the survey for the project and the development of the conceptual design for the linear park. Subsequent phases will include the plan development, environmental documentation, geotechnical investigations, utility coordination and construction phase services.

The initial assessment of the project will include the following tasks:

**Survey**

Obtain needed survey of project limits. This task includes the following elements:

1. Provide a topographical survey of the existing site conditions, as necessary for development of design plans. Elements to be identified will be the existing utilities, pavements, buildings, ground contours, drainage conditions, and existing right-of-way.
2. Identify affected property owners along the limits of the project and obtain copies of deed descriptions.
3. Establish a baseline, or route control survey line from which the project will be developed.
4. If needed, prepare and record a Location Control Route Survey Plat, prepared in accordance with Indiana Administrative Code, Title 865 and with the Indiana Department of Transportation Design Manual.
5. Establish a temporary benchmark system.
6. This work shall meet the requirements set by INDOT for a locally funded road improvement.

**Concept Development**

Prior to Plan Development the CONSULTANT will provide up to 3 unique concepts (two conceptual diagrams and one final concept) for review by the project Steering Committee and approval by the LOCAL PUBLIC AGENCY. The concepts will be developed based on recommendations contained in the I-65 Gateway Economic Development Study (ED Study) currently being conducted by the LOCAL PUBLIC AGENCY. Concept development will follow the process outlined below:

1. Based on the recommendations from the final version of the ED Study, CONSULTANT will prepare two 24"x36" color rendered conceptual diagrams for review and comment by the LOCAL PUBLIC AGENCY. The Initial Draft Concepts will depict a recommended trail routing, drive entrance modifications, typical cross sections, and other illustrations to depict the proposed enhancements to occur along the project corridor. This concept will be vetted thru the HWC engineering staff to insure that the proposed improvements are feasible and comply with the City and INDOT roadway design standards and requirements.
2. CONSULTANT will conduct one meeting with the LOCAL PUBLIC AGENCY to present the Initial Draft Concepts and to collect comments.
3. CONSULTANT will prepare one Draft Final Concept which incorporates the features and changes discussed with the LOCAL PUBLIC AGENCY at the Initial Draft Concept review meeting.
4. CONSULTANT will conduct one meeting to present the Draft Final Concept to the LOCAL PUBLIC AGENCY and to receive comments.
5. CONSULTANT will prepare one final preferred concept, incorporating the final changes discussed with the LOCAL PUBLIC AGENCY at the draft final concept meeting.
6. The Final Preferred Concept will be used as the basis of design for all plan development.

#### **Public Information and Community Involvement**

CONSULTANT will participate in a total of three (3) meetings with a local steering committee and LOCAL PUBLIC AGENCY to discuss the plan development process and available options. In addition, one (1) local public hearing will be conducted to present the concept to the public. It is anticipated that the public hearing will occur after the steering committee and LOCAL PUBLIC AGENCY have reviewed and commented on the Draft Final Concept.

#### **Preliminary engineering**

In order to insure that the trail/sidewalk conceptual plan conforms with City and INDOT design standards and requirements, CONSULTANT will prepare base plan sheets and develop preliminary line/grades for the sidewalk and trail elements as part of the initial draft concept plans. The work will include an assessment of the hydraulic/drainage requirements for the corridor development plan.

**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**

**State Road 44 Gateway Improvements  
City Of Franklin, Indiana**

**September 2014**

**SCHEDULE**

All work by HWC under this Contract shall be completed and delivered to the City for review and approval within the approximate time periods shown in the following submission schedule:

- A. Field Survey
  - 1. Field Books for Preliminary Review within 75 calendar days after receipt of notice to proceed with the field survey
  - 2. Final within 30 calendar days after receipt from the LOCAL PUBLIC AGENCY of comments following the preliminary review
- B. Conceptual Design Services
  - 1. HWC shall complete the concept and obtain concurrence from the City within 150 days from issuance of the notice to proceed.
- C. All work shall be completed such as to allow the final design to be completed so that this project can be let in the INDOT fiscal year 2018.

**FEES**

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

| Activity                                   | Compensation     | Compensation Type |
|--|------------------|-------------------|
| Survey                                     | \$43,750         | Lump Sum          |
| Concept Development                        | \$41,300         | Lump Sum          |
| Public Information & Community Involvement | \$13,800         | Lump Sum          |
| Preliminary Engineering                    | \$14,950         | Lump Sum          |
| <b>Total:</b>                              | <b>\$113,800</b> | Lump Sum          |

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 31<sup>st</sup> without notification or modification to this Agreement.

**APPENDIX D**  
**HWC Engineering**  
**2014 Hourly Billing Rates**

| <b><u>POSITION</u></b>          | <b><u>HOURLY RATE</u></b> |
|---------------------------------|---------------------------|
| 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