

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) dated this _____ day of _____, 2025, is made by and between the **City of Franklin**, acting by and through its Board of Public Works and Safety (“CITY”) and **HWC Engineering, Inc.**, (“CONSULTANT”) an Indiana corporation organized under the laws of the State of Indiana.

Project Description: Comprehensive Plan

RECITALS

WHEREAS, CITY wishes to hire CONSULTANT to provide certain professional services with respect to the Project; and

WHEREAS, CONSULTANT 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 agree as follows:

Section I – Services by CONSULTANT

The engineering services to be performed by CONSULTANT are described in EXHIBIT 1, 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 CITY

The information and services to be furnished by CITY are as set out in EXHIBIT 2, which is attached to this Agreement, and incorporated herein by reference.

Section III – Commencement of Services and Schedule

CONSULTANT shall commence performance under this Agreement and shall provide the Services hereunder in accordance with the Schedule contained in EXHIBIT 3, which is attached to this Agreement, and incorporated herein by reference.

Section IV – Compensation

For all Services rendered by CONSULTANT under this Agreement, in accordance with the terms of this Agreement, CITY shall pay the CONSULTANT in accordance with the fees and charges established in EXHIBIT 4, which is attached to this Agreement, and incorporated herein by reference. The terms of payment of said compensation is as set forth on Exhibit 4. Compensation for the services rendered shall not exceed the sum of \$129,300.00 without specific written authorization of CITY prior to incurring the charge.

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 EXHIBIT 1 or unless terminated as set forth below.

2. Termination

CITY reserves the right to terminate or suspend this Agreement upon five days advance written notice to CONSULTANT. Upon termination of this Agreement, CONSULTANT shall deliver all Work Product (as defined herein) to CITY. The dollar amount for any earned but unpaid Services performed by CONSULTANT shall be based upon an estimate of the portions of the total Services completed by CONSULTANT through the effective date of termination, which estimated shall be as made by CITY 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 CITY 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 CONSULTANT may engage subconsultants to perform a portion of the work under this Agreement. The engagement of subconsultants by CONSULTANT shall not relieve CONSULTANT 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 CONSULTANT 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 CITY. **CONSULTANT shall have no liability for use or reuse of the Work Product by CITY for purposes beyond the scope of this Agreement.**

CONSULTANT 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.

CONSULTANT agrees that written agreements with any and all subconsultants used by CONSULTANT to fulfill CONSULTANT's obligations hereunder shall contain language substantially similar to that of this Subsection to assign CITY all Work Product by such subconsultants, and to require cooperation with CONSULTANT 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 CITY. CONSULTANT 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 CITY to CONSULTANT.

4. Liability for Damages

CONSULTANT 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 CITY.

5. General Liability Insurance

a. Amounts of Coverage. CONSULTANT shall procure and maintain at its expense insurance of the kind and in the amounts set forth in EXHIBIT 5 by companies authorized to do such business in the State of Indiana covering all Services and related activities performed by CONSULTANT.

b. Evidence of Insurance. Before commencing its Services, CONSULTANT shall furnish to CITY a certificate, or certificates, showing that it has complied with this Section VI.5.b, which certificate or certificates, shall also designate CITY as an additional named insured. The policies shall not be changed or canceled unless thirty (30) days prior written notice has been given to CITY.

6. Worker's Compensation

CONSULTANT shall be responsible for providing all necessary unemployment and Worker's Compensation Insurance for its employees. CONSULTANT shall provide the CITY with a certificate of insurance indicating that it has complied with this requirement.

7. Changes in Work

- a. Prior Approval. CONSULTANT shall not commence any additional services or change of scope until authorized by CITY.
- 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 CONSULTANT's control.
 - ii. Preparing to serve or serving as a consultant or witness for CITY in any litigation or other dispute resolution process related to the Project that does not involve a claim against CONSULTANT or a claim that is based on an alleged act of negligence or breach of contract by CONSULTANT.
 - 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 CITY'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

CONSULTANT 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. For all federal aid projects, where applicable, the consultant shall comply with the provisions relative to non-discrimination in federally assisted programs as identified on the attached Exhibit 6, Appendix A. For purposes of interpretation of Exhibit A, contractor shall be synonymous with consultant.

9. Safety

- a. Responsibility. CONSULTANT 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.

To CONSULTANT: HWC Engineering, Inc.
135 N. Pennsylvania Street,
Suite 2800
Indianapolis, Indiana 46204

13. **Authority to Bind Consultant**
CONSULTANT warrants that it has the necessary authority to enter into this Agreement. The signatory for CONSULTANT represents that he/she has been duly authorized to execute this Agreement on behalf of CONSULTANT and has obtained all necessary or applicable approval to make this Agreement fully binding upon CONSULTANT when his/her signature is affixed hereto.
14. **Successors and Assignees**
This Agreement is binding upon and shall inure to the benefit of CITY and CONSULTANT and their respective successors and permitted assigns. CONSULTANT shall not assign this Agreement without the written consent of CITY.
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 CITY or CONSULTANT 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

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

CONSULTANT 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. CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, CONSULTANT is not required to participate if CONSULTANT is self-employed and does not employ any employees.

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

CONSULTANT shall require its subconsultants, who perform work under this Agreement, to certify to CONSULTANT 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. CONSULTANT agrees to maintain this certification throughout the duration of the term of an agreement with a subconsultant.

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

21. **No Investment in Iran**
As required by IC 5-22-16.5, CONSULTANT 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.
22. **Certification of Compliance with Applicable Law**
In consideration of entering into this agreement, Consultant agrees to the terms and conditions of the Certificate of Compliance with Applicable Law as set forth on Exhibit 6 and all attachments thereto and said terms and conditions are specifically incorporated herein.
23. **Waiver of Claims for Hazardous Materials**
The parties agree and the CITY acknowledges that CONSULTANT is not being retained nor is CONSULTANT required to be in any way an arranger, generator, operator or transporter of hazardous materials present at or near the project site (as these terms are defined in applicable federal or state statutes and all related regulations). CITY agrees to make no claim or cause of action, including but not limited to negligence, breach of contract, strict liability or breach of express or implied warranty based upon the presence of hazardous substances.

(Signature page follows)

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, 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 CONSULTANT and the CITY 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, INC.
(CONSULTANT)

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



Josh Peters, President

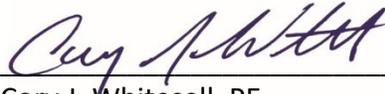
Steve Barnett, Mayor

Ken Austin, Member

Tina Jobe, Member

Attest:

Attest:



Cory J. Whitesell, PE

(Signature)

Director, Landscape Architecture
& Planning

(Print or type name and title)

EXHIBIT 1

SERVICES BY CONSULTANT



**SCOPE AND FEE PROPOSAL
CITY OF FRANKLIN, INDIANA
COMPREHENSIVE PLAN
APRIL 30, 2025**

INTENT

In general, the scope of services for this project for HWC Engineering (HWC) to assist the City of Franklin, Indiana (CLIENT) with the preparation of a new comprehensive plan.

The project limits will be the corporate limits of the City.

The plan will be funded with local funds. A detailed description of the services to be provided by HWC follows:

PHASE 1: PROJECT INITIATION AND DATA COLLECTION

HWC shall schedule one (1) kickoff meeting with City of Franklin officials and staff after completing a comprehensive review of existing key reference documents. Demographic, economic, and land use trends occurring since the previous plan shall be analyzed to identify key areas of opportunity. This phase shall also establish an incremental review process, allowing City of Franklin staff to review and provide feedback on each section separately.

Phase 1 Deliverables:

- *One (1) demographic change summary report with key findings and trends,*
- *One (1) kickoff meeting summary,*
- *And one (1) schedule for the incremental review framework for phased plan development.*

PHASE 2: PUBLIC ENGAGEMENT AND STAKEHOLDER INVOLVEMENT

HWC shall work with City of Franklin to develop an engagement strategy aligned with existing City of Franklin outreach practices to encourage broad public participation. This shall include in-person workshops, focus group meetings, an online survey, and an interactive mapping tool. City of Franklin shall be responsible for integrating online elements into the City's current website and advertising public engagement opportunities through its social media accounts.

Provided Public Engagement Services:

- HWC shall provide flexible participation options:
 - HWC shall meet with City of Franklin staff to finalize the public outreach options and schedule. Hybrid in-person and virtual meetings, QR codes linking to surveys, and kiosks in high-traffic public spaces shall be considered to make participation easier for residents.
- HWC shall utilize existing communication channels:
 - For greater reach and familiarity, HWC shall assist the City of Franklin to integrate the public engagement strategy with the city's current social media, newsletters, and website to share planning updates.
- HWC shall prepare and attend up to two public engagement events:

- These events shall be coordinated with regularly scheduled community events. It is proposed that one of these occurs at the Franklin Farmers Market, with the other occurring at another pre-scheduled festival or concert.
- HWC shall advertise digital and in-person engagement opportunities:
 - At least one (1) moveable display shall be prepared that can be relocated throughout the City to promote the survey and encourage participation at the public events. HWC shall work with City of Franklin staff to determine when and where the displays can be set up for best exposure.

Phase 2 Deliverables:

- *One (1) public engagement strategy summary document detailing outreach methods and timelines,*
- *Meeting minutes and summaries from all engagement sessions,*
- *One (1) online survey and summary report of results,*
- *One (1) interactive mapping tool and summary of input, and*
- *Up to two (2) roving displays for survey and public event promotion.*

PHASE 3: VISION, GOALS, AND OBJECTIVES DEVELOPMENT

HWC shall help refine and build upon the foundation of the 2013 Comprehensive Plan to reestablish Franklin's long-range vision and establish project goals and objectives. Primary emphasis shall be placed on the topical focus areas in alignment with defined community priorities. Priority development shall be informed through focus group findings and refined in cooperation with City of Franklin staff. The incremental review process shall be initiated during this phase, allowing City of Franklin staff to help refine this section before progressing on to the development of other content.

Deliverables:

- *Up to two (2) days of focus group meetings in Franklin,*
- *One (1) draft vision and goals document summarizing community priorities, and*
- *One (1) document outlining early objective updates for identified and agreed upon key topical areas.*

PHASE 4: LAND USE AND DEVELOPMENT FRAMEWORK

HWC shall complete an analysis of existing land use patterns to help identify areas suitable for preservation, redevelopment, and new growth. This work shall evaluate community wide land-use patterns but shall especially consider potential policy changes necessary in the northeast portion of the community and in response to the future US 31 Corridor changes. The plan shall retain existing land use definitions to ensure continuity with the city's current zoning framework and planning practices. GIS-based land use mapping shall be used to help support current decision-making and review practices.

Deliverables:

- *One (1) written summary of growth trends and projections,*
- *One (1) GIS-based land use map, and*
- *One (1) summary of future land use policy recommendations.*

PHASE 5: HOUSING AND NEIGHBORHOODS

HWC shall work with City of Franklin staff to update and refine current neighborhood development and revitalization strategies. Special attention shall be given to clearly defining lessons learned from previous housing projects in an effort to better align new housing policy with community needs and diversifying available housing and mixed-use opportunities.

Deliverables:

- *One (1) current housing needs overview with comparative affordability analysis, and*
- *One (1) neighborhood revitalization and future housing strategy implementation framework.*

PHASE 6: TRANSPORTATION AND MOBILITY

HWC shall reference and integrate findings from the 2017 Thoroughfare Plan and the 2020 Bicycle and Pedestrian Way Master Plan with efforts concentrated on aligning future land use policy based on expected connectivity between neighborhoods, employment centers, and commercial corridors. Special attention shall also be placed on potential transportation-related changes necessitated by the future improvements to the US 31 Corridor.

Deliverables:

- *One (1) reference summary of the 2017 Thoroughfare Plan and the 2020 Bicycle and Pedestrian Way Master Plan, and*
- *One (1) draft recommendations summary.*

PHASE 7: ENVIRONMENTAL SUSTAINABILITY AND RESILIENCE

HWC shall review existing natural resources and environmental constraints to assess a sustainable future land use pattern. Possible strategies shall be developed to integrate open space and recreation priorities from the Parks and Recreation Master Plan and promote resilience against environmental challenges, especially local flooding.

Deliverables:

- *One (1) GIS based environmental resource map, and*
- *One (1) sustainability and resilience summary report.*

PHASE 8: IMPLEMENTATION PLAN

HWC shall develop a detailed implementation plan outlining action steps for each component of the comprehensive plan. This shall include responsible parties, possible funding mechanisms, and recommended timelines. HWC shall coordinate with City staff to ensure the proposed implementation plan aligns with existing review practices.

Deliverables:

- *One (1) meeting with city staff to gain an understanding of current day-to-day use of the comprehensive plan, and*
- *One (1) draft implementation action plan with responsible entities and funding sources, including performance metrics for plan evaluation.*

PHASE 9: PLAN ADOPTION AND FINAL DOCUMENT

HWC shall develop project content and provide to City of Franklin for preliminary review throughout the project. The final project phase includes completing a fully formatted draft document for review and approval. Findings and recommendations shall be presented to the City Council and Plan Commission, leading to formal adoption in compliance with Indiana State Code. Additional materials, including an executive summary and brochure, shall be prepared during this phase to help communicate key aspects of the plan to the public.

Deliverables:

- *One (1) fully formatted draft Comprehensive Plan document for staff review,*
- *One (1) executive summary highlighting key findings and recommendations,*
- *One (1) public-friendly brochure summarizing major plan components,*

- *Presentation materials for up to three (3) City Council and Plan Commission adoption meetings,*
- *One (1) final adopted Comprehensive Plan document, and*
- *Up to ten (10) printed and bound copies of the final plan document.*

PROJECT SCHEDULE

Activity	Schedule
Phases 1 – 9	12 Months

FEE PROPOSAL

Activity	Fee	Fee Type
Phases 1 – 9	\$129,300	Lump Sum
<i>Total:</i>	<i>\$129,300</i>	<i>Lump Sum</i>

EXHIBIT 2

INFORMATION AND SERVICES TO BE FURNISHED BY CITY

INFORMATION AND SERVICES TO BE FURNISHED BY THE CITY:

The City of Franklin shall furnish HWC with the following (if requested):

1. 2002 Comprehensive Plan (implementation reference only)
2. 2013 Comprehensive Plan
3. 2017 Thoroughfare Plan
4. 2020 Bicycle and Pedestrian Way Master Plan
5. Current Parks and Recreation Master Plan
6. Reports and plans related to the proposed US 31 upgrades
7. Available GIS zoning, land use, roadway, sidewalk, trail, parks, and utility information
8. Venue and scheduling services for public and focus group meetings
9. Website integration services for online project elements
10. Publication and digital notification via existing social media platforms for project survey and other project related notices

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EXHIBIT 3

COMMENCEMENT OF SERVICES AND SCHEDULE

See Exhibit 1.

EXHIBIT 4

COMPENSATION

See Exhibit 1

EXHIBIT 5

INSURANCE REQUIREMENTS

Exhibit 5

Insurance Requirements

<u>Coverage</u>	<u>Limits</u>
A. Workmen's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000
Bodily Injury, personal injury, property damage, Contractual liability, products-completed operations	
General Aggregate Limit (other than Products/ Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$5,000
D. Comprehensive Auto Liability (single limit, owned, Hired, and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	\$1,000,000
Umbrella Excess Liability	\$2,000,000 each occurrence