

HWC ENGINEERING
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
(317) 347-3663

AGREEMENT TO PROVIDE SERVICES

This **AGREEMENT TO PROVIDE SERVICES** ("Agreement") is recognized as being established the _____ day of _____, 2025 (the "Effective Date"), by and between HWC Engineering, Inc., of Indianapolis, Indiana (hereinafter referred to as "**HWC**") and Town of McCordsville, Indiana (hereinafter referred to as "**CLIENT**"), concerning the following:

The Project name, location and address:

Traffic Signal & Roadway Widening
600 W & Windsor Drive, McCordsville, Indiana

The CLIENT's name and address:

Town of McCordsville
6280 W 800 N
McCordsville, IN 46055

The Project's designated CLIENT representative and his/her contact information (including title, address, phone number and email address):

Mr. Mark Witsman, PE
Town Engineer
Town of McCordsville
6280 W 800 N
McCordsville, IN 46055
(317) 335-3604

The Project's designated HWC representative and his/her contact information (including title, address, phone number and email address):

Kevin Miller
Traffic Engineering Manager
HWC Engineering, Inc.
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
M: 317-626-1671
kmiller@hwcengineering.com

The applicable HWC Project number: 2502-203-A

WITNESSETH

WHEREAS, the **CLIENT** desires to contract for certain professional services in connection with the following project (hereinafter the "Project"):

Traffic Signal & Roadway Widening

WHEREAS, **HWC** has expressed a willingness to provide the professional services for the Project; and

WHEREAS, the parties hereto agree that **HWC** shall provide the services and documents hereinbefore and hereinafter described in relation to the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I: SERVICES BY **HWC**

The services to be performed by **HWC** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof (hereinafter the "Services").

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY THE **CLIENT**

The information and services to be furnished by the **CLIENT** are set out in Appendix "B", attached to this Agreement and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

HWC shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **CLIENT**, and shall deliver the work to the **CLIENT** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. **HWC** shall not begin work prior to the date provided in the written notice to proceed.

HWC acknowledges the importance to the **CLIENT** of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule attached. The **CLIENT** understands, however, that **HWC's** performance must be governed by sound professional practices.

If in this Agreement, specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of **HWC**, for reasons including, but not limited to, delay of state or municipal agencies in approvals or other governmental decisions, or delay in site or land acquisition, the rates and amounts of compensation provided herein shall be subject to equitable adjustment.

SECTION IV: COMPENSATION

HWC shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

SECTION V: GENERAL PROVISIONS

1. Consultants and Subcontracting

HWC shall, in its sole discretion and without approval of the **CLIENT**, have the right to employ such subconsultants and consultants (collectively hereinafter “Subconsultants”) as **HWC** deems necessary to assist in the performance of furnishing of the Services. **HWC** shall not be required to employ any Subconsultants unacceptable to **HWC**.

2. Use and Ownership

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents (hereinafter “Documents”) prepared by **HWC** as instruments of service shall remain the property of **HWC**. The **CLIENT** shall be entitled to copies or reproducible sets of any of the Documents for information and reference in connection with use on the Project by **CLIENT**.

HWC will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **CLIENT** at all reasonable times for inspection or copying.

HWC agrees that the **CLIENT** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by **HWC** and **HWC** waives all right of redress against the **CLIENT** if the **CLIENT** does not utilize same. Such Documents are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or any other project. Any such reuse or modification without written verification or adaptation by **HWC**, as appropriate for the specific purpose intended, shall be at **CLIENT**'s sole risk and without liability or legal exposure to **HWC**. **CLIENT** shall indemnify and hold harmless **HWC** from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

CLIENT hereby acknowledges that due to the status of the Documents as instruments of professional service and the value associated therewith such designation, that **HWC** is entitled to enforce the prohibition against misuse of the Documents by **CLIENT** by obtaining an injunction to enjoin and restrain the unauthorized use of the Documents. Additionally, the improper utilization of the Documents hereunder shall be considered to be a breach of this Agreement and entitle **HWC** to all rights and remedies provided herein.

3. Compliance with State and Other Laws

HWC specifically agrees that in performance of the services herein enumerated by **HWC** or by Subconsultants or anyone acting on behalf of either, that each will comply with all state, federal, and local statutes, ordinances and regulations in effect as of the effective date of this Agreement (the “Laws and Regulations”). Changes to these laws and regulations after the effective date of this Agreement may be the basis for modifications to **CLIENT**'s responsibilities as provided in Appendix B or to **HWC**'s Services (as provided in Appendix A), times of performance (as provided in Appendix C), or compensation (as provided in Appendix D).

4. Professional Responsibility

HWC will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering

practices. Failure by the **CLIENT** to report any defect or suspected defect to **HWC** within one (1) year from the completion of **HWC's** services for the Project shall relieve **HWC** of the obligation to cure the defect or suspected defect or any costs associated with the efforts to cure the defect or suspected defect.

Neither the professional activities of **HWC**, nor the presence of **HWC** or its employees and sub-consultants at a construction/project site, shall relieve the construction professional or company contracted (hereinafter "**CONTRACTOR**") with the **CLIENT** to provide construction services of its obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. **HWC** and its personnel have no authority to exercise any control over the **CONTRACTOR** or its employees in connection with their work or any health and safety programs or procedures. The **CLIENT** agrees that the **CONTRACTOR** shall be solely responsible for job site safety and warrants that this intent shall be carried out in the **CLIENT's** contract with the **CONTRACTOR**. The **CLIENT** also agrees that the **CLIENT**, **HWC** and **HWC's** sub-consultants shall be indemnified by the **CONTRACTOR** and shall be made additional insureds under the **CONTRACTOR's** policies of general liability insurance.

HWC shall not be required to sign any documents, no matter by whom requested, that would result in **HWC** having to certify, guarantee or warrant the existence of conditions whose existence **HWC** cannot ascertain. The **CLIENT** also agrees not to make resolution of any dispute with **HWC** or payment of any amount due to **HWC** in any way contingent upon **HWC's** signing any such certification.

HWC shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **CLIENT** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained separately by **CLIENT**. **HWC** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by **HWC**) in the designs, drawings, specifications and other services furnished by the **CLIENT**, or other consultants retained by the **CLIENT**. Additionally, **HWC** shall not be responsible for the use of the Documents by **CLIENT**, or consultants retained by the **CLIENT**, for any purposes other than in conjunction with the Project.

HWC's opinions of probable construction costs provided under this Agreement are to be made on the basis of **HWC's** experience and qualifications and represent **HWC's** best judgment as an experienced and qualified professional within the industry. However, since **HWC** has no control over the cost of labor (including but not limited to wage scales for public works projects), materials (or changes in materials requested by **CLIENT**), equipment or services furnished by others, changes in applicable laws (including, but not limited to, building codes, flood plain designation, etc.) or over the **CONTRACTOR's** methods of determining prices or over competitive bidding or market conditions, **HWC** cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction costs prepared by **HWC**.

5. Status of Claims

HWC shall be responsible for keeping the **CLIENT** currently advised as to the status of any known claims made for damages against **HWC** resulting from services performed under this

Agreement. **HWC** shall send notice of claims related to work under this Agreement to the **CLIENT**.

6. Insurance

HWC shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

- General Liability (including automobile) with a combined single limit of \$1,000,000.00. The **CLIENT** shall be named as an Additional Insured. **HWC's** insurance shall be written on a "primary" basis and the **CLIENT's** insurance program shall be in excess of all of **HWC's** available coverage.
- Worker's Compensation at single limit of \$1,000,000.00. Worker's Compensation shall include a Waiver of Subrogation endorsement in favor of **CLIENT**.
- Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$2,000,000.00
- **HWC** shall provide to **CLIENT** Certificates of Insurance indicating the aforesaid coverage upon request of the **CLIENT**.
- **HWC** shall name **CLIENT** as additional insured on General Liability and Auto Liability policy.

HWC will require its Subconsultants to maintain Commercial General Liability, Auto Liability, Workers Compensation and Professional Liability coverages equal to or greater than maintained by **HWC**. Subconsultants shall also name **HWC** and **CLIENT** as additional insureds on General Liability and Auto Liability policy.

CLIENT shall procure and maintain insurance as follows:

- Commercial General Liability Insurance, with a per occurrence limit of not less than \$2,000,000.00

CLIENT and **HWC** shall each deliver to the other certificates of insurance evidencing the coverage indicated in this Agreement. Such certificates shall be furnished prior to commencement of **HWC's** services and at renewals thereafter during the life of the Agreement.

7. Changes in Work

In the event that either the **CLIENT** or **HWC** determine that a material change in scope, character or complexity of the work is needed after the work has progressed as directed by the **CLIENT**, both parties in the exercise of their reasonable and professional judgment shall negotiate the changes and **HWC** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and **HWC** is authorized in writing by the **CLIENT** to proceed.

8. Delays and Extensions

HWC agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be reasonably determined by the **CLIENT**, subject to **HWC's** approval. However, it being understood, that the permitting of **HWC** to proceed to complete any services, or any part of

them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **CLIENT** of any of its rights herein.

9. Abandonment

Services may be terminated by the **CLIENT** and **HWC** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party so long as such nonperformance has not been caused by delays outside of the control of **HWC**. If so abandoned, **HWC** shall deliver to the **CLIENT** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by **HWC** to make such delivery upon demand, then and in that event **HWC** shall pay to the **CLIENT** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by **HWC** to the date of the abandonment for all services to be paid for on a lump sum basis. **HWC** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to **HWC** shall be paid as the final payment in **CLIENT's** full settlement and release for the services hereunder unless otherwise provided hereunder.

10. Non-Discrimination

Pursuant to Indiana and federal law, **HWC** and **HWC's** Subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work 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, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

11. 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 I.C. 22-5-1.7-3. **HWC** is not required to participate should the E-Verify program cease to exist.

HWC shall require its Subconsultants, who perform work under this Contract, 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 a contract with a Subconsultant.

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

12. Successor and Assigns

The **CLIENT** and **HWC** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **CLIENT** and **HWC** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

13. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

14. Governing Laws

This Agreement and all the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana, notwithstanding any state's choice of law rules to the contrary. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect. Any and all actions to be litigated under this matter shall be initiated in Marion County, Indiana.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

15. No Partnership

This Agreement will not constitute, create, give rise to or otherwise recognize a joint venture, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated under this Agreement. Neither party shall represent itself as an employee or subcontractor of the other, nor is this Agreement or any related documents intended to be construed so as to make either party an employee or subcontractor of the other. Except as otherwise provided in this Agreement, neither party shall have the ability to bind the other to any agreement for payment of goods or services, nor shall it represent to any person that it has such ability. All expenses incurred by the parties hereto are their respective sole responsibility, unless otherwise provided for in this Agreement.

16. Rights and Benefits

HWC's services will be performed solely for the benefit of the **CLIENT** and not for the benefit of any other persons or entities.

17. Disputes

All claims or disputes of **HWC** and the **CLIENT** arising out of or relating to the Agreement, or the breach thereof after notice and a reasonable opportunity to cure, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the

claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located in Marion County, Indiana.

18. Indemnities

HWC and the **CLIENT** each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

In addition to the indemnity of this Agreement, and to the fullest extent permitted by law, **CLIENT** shall indemnify and hold harmless **HWC**, **HWC's** Subconsultants and the officers, directors, partners, employees of **HWC**, from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the presence of asbestos, toxic materials, or any other hazardous, toxic or dangerous environmental condition, on or about the Project site (the "Site"), whether known or unknown to **CLIENT**, provided that nothing in this Article shall obligate **CLIENT** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

The **CLIENT** agrees to extend any and all liability limitations and indemnifications for performance of services under this Agreement to, in and including, but not limited to **HWC's** officers and employees, their heirs and assigns, and **HWC's** Subconsultant's their heirs and assigns.

19. Complete Agreement

This Agreement, and all other referenced exhibits which form a part of this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings, whether written or oral, and the same shall be deemed to have been merged into this Agreement.

20. Notice

Any notice contemplated herein or required or permitted to be given hereunder shall be in writing and shall be deemed to be given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested to the parties at the addresses set forth in the preamble of this Agreement, or to such other address as either party may have last specified by written notice to the other.

IN WITNESS WHEREOF, the **CLIENT** and **HWC** have signed this Agreement in duplicate. One counterpart each has been delivered to the **CLIENT** and **HWC**.

This Agreement will be effective on _____, 2025.

"CLIENT"

Town of McCordsville, Indiana

By: _____

Printed: Chad Gooding

Title: District 1

Date: _____

By: _____

Printed: Greg Brewer

Title: District 2

Date: _____

By: _____

Printed: John Price

Title: District 3

Date: _____

By: _____

Printed: Scott Jones

Title: At Large

Date: _____

By: _____

Printed: Dr. Bryan Burney

Title: At Large

Date: _____

"HWC"

HWC Engineering, Inc.

By: _____

Printed: Troy Swan, PE

Title: Vice President, Transportation &
Construction Inspection Services

Date: September 5, 2025

APPENDIX “A”

SERVICES BY HWC

I. Project Description

- A. This Project includes tasks to complete traffic data collection along with a signal warrant analysis, topographic survey, utility coordination, traffic signal design, and roadway design for a median refuge island and associated lane shift tapers at the intersection of CR 600 West and McCordsville Elementary School Entrance/Windsor Drive as detailed in the scope of Services below.

II. 12-Hour Intersection Turning Movement Counts

- A. **HWC** shall conduct vehicular and pedestrian turning movement counts at the following intersection. Counts will be taken from 6:00 AM - 8:00 PM.
 - 1. CR 600 West at the McCordsville Elementary School Entrance/Windsor Drive.
- B. Traffic counts will be obtained on a Tuesday, Wednesday or Thursday in accordance with standard traffic engineering practice.

III. Traffic Signal Warrant Analysis

- A. A traffic signal warrant analysis will be completed for the following intersection.
 - 1. CR 600 West at the McCordsville Elementary School Entrance/Windsor Drive.
- B. The traffic signal warrant analysis will be performed in accordance with criteria outlined in Chapter 4C (Traffic Control Signal Needs Studies) of the Indiana Manual on Uniform Traffic Control Devices.
- C. The **CLIENT** will provide ARIES crash data as necessary to conduct the signal warrant analysis.
- D. A traffic review letter will be prepared to document the traffic data collection results and findings of the traffic signal warrant analysis.

IV. Traffic Signal Analysis

- A. A traffic signal capacity analysis will be completed for the intersection of CR 600 West at the McCordsville Elementary School Entrance/Windsor Drive to confirm proper lane configurations required once the intersection is signalized.
- B. The traffic signal analysis will be performed in accordance with the methodologies outlined in the Highway Capacity Manual.

V. Topographic Survey

- A. 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, 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 from which the Project will be developed.
 4. Establish a temporary benchmark system.
- B. Right-of-way plan development and acquisition services are not included. It is **HWC's** understanding that the **CLIENT** will handle the acquisition and right-of-way transfers needed for the Project. If the **CLIENT** desires **HWC's** services for these tasks, **HWC** can provide a supplemental fee for those tasks.

VI. Traffic Signal Design

- A. Traffic signal plans will be completed for the intersection of CR 600 West at the McCordsville Elementary School Entrance/Windsor Drive and will include the following:
1. Cad files for signal design in accordance with the Town of McCordsville Standards.
 2. Advance detection will be provided for CR 600W Approaches
 3. Controller consistent with McCordsville's other signals.
 4. LED illuminated street name signs
 5. Video Detection
 6. Intersection lighting mounted to signal poles
 7. Pedestrian push buttons as required based on the proposed crosswalks.
 8. Opticom emergency vehicle preemption (confirm Infrared model preferred by Town).
 9. Signal quantities and construction cost estimate.
 10. Review Shop Drawings during Construction Phase

VII. Roadway Services

- A. The roadway design plans for the refuge island and the roadway widening are anticipated to include the following:
1. Shift Crosswalk on West Approach.
 2. Design Crosswalk on North Approach.
 - a. From existing sidewalk on the west side.
 - b. To existing frontage road on the east side (School will be responsible for sidewalk connection east of the frontage road).
 3. 6' Refuge Island on North Approach.
 4. Develop Maintenance of Traffic Plan for one (1) Phase
 5. Design proper lane transitions and roadway widening (as needed).
 6. Determine existing pavement limits for milling and resurfacing.
 7. Determine proposed pavement markings and appropriate road signs.
 8. Design Intersection Lighting on proposed strain poles (as needed based on existing lighting).
 9. Develop Erosion Control Plan.
 10. Obtain Construction Stormwater General Permit (CSGP).
 11. Preliminary construction cost estimate
- B. Roadway services phase assumes two (2) progress meetings with the **CLIENT** and McCordsville Elementary School representatives.

VIII. Utility Coordination

- A. Coordinate with all utilities during project development. Per Indiana 811 there are eight (8) utilities within the project area. Services shall include the following tasks:
 - 1. Identify all impacted utilities within proposed project limits.
 - 2. Request utility locates prior to survey of project.
 - 3. Issue grade review plans to utilities to confirm locates shown on plans are correct.
 - 4. Coordinate with all utilities prior to preparation of preliminary plans, to avoid any expensive conflicts within expected construction limits.
 - 5. Invite all utilities to participate in preliminary field check.
 - 6. Following field check, distribute preliminary construction schedule.
 - 7. Prepare written documentation of required utility relocations.
 - 8. Review utility relocation plans to confirm the plans will work within roadway design.
 - 9. Issue written utility notice to proceed with relocation efforts.
 - 10. Provide each utility copies of final design plans and project schedule at least 60 days prior to letting.

IX. Bidding Services

- A. **HWC** shall provide bidding services including attendance of a pre-bid meeting, responses to contractor's requests for information, contract revisions, evaluations of bids, and review of shop drawing submissions as necessary.

X. Assumptions and Exclusions

- A. Any recounts required due to unforeseen circumstances (tubes coming unsecure, counter/camera malfunction, inclement weather, tampering, etc.) are not included as part of the scope. HWC shall notify the Town of McCordsville if recounts are necessary and will only proceed with recounts once agreed upon in writing.
- B. Crash Data for evaluation of Warrant 7 will be provided by the Town for HWC to include in the signal warrant analysis.
- C. Pedestrian counts will include the total pedestrians crossing each approach of the intersection (non-directional).

XI. Deliverables

- A. Traffic Signal Warrant Analysis
 - 1. 12-hour turning movement counts
 - 2. Traffic Signal Warrant Analysis
 - 3. Traffic Review Letter and Appendices
- B. Roadway Services
 - 1. Traffic Signal Plan
 - 2. Utility Relocation Work Orders
 - 3. 90% Roadway Plans with Preliminary Construction Cost Estimate for Town Review
 - 4. 100% Roadway Plans & Bid Documents with Final Construction Cost Estimate

APPENDIX “B”

INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

If requested by **HWC**, the **CLIENT** shall, within a reasonable time, so as not to delay the services of **HWC**:

1. Provide full information as to **HWC's** requirements for the Project.
2. Assist **HWC** by placing at **HWC's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **HWC**, obtain advice of an attorney, insurance counselor, and other Engineers as **CLIENT** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time or as provided in an agreed schedule so as not to delay the services of **HWC**.
4. Give prompt written notice to **HWC** whenever **CLIENT** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. **HWC** will assist the **CLIENT** in identifying and procuring any additional permits associated with this Project or as identified in this Agreement or “Services by the HWC/the Engineer”.
6. Arrange for access to and make all provisions for **HWC** to enter upon public and private property as required for **HWC** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to **HWC**, as requested by **HWC** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX “C”

NOTICE TO PROCEED AND SCHEDULE

HWC acknowledges the importance to the **CLIENT** of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with the schedule below:

Activity	Schedule (Following Notice to Proceed)
Traffic Data Collection	2 weeks
Traffic Signal Warrant	4 weeks
Traffic Signal Capacity Analysis	8 weeks
Topographic Survey	8 weeks
Utility Coordination Services	Concurrent with Roadway Design
Traffic Signal and Roadway Plans	16 weeks
Bidding	January 2026

- A. The final project schedule will be coordinated with the Town of McCordsville once Notice to Proceed (NTP) is granted.
- B. Above schedule may be adjusted based on review timelines of the Town of McCordsville and McCordsville Elementary School representatives

APPENDIX “D”

COMPENSATION

HWC shall receive payment from **CLIENT** for the work performed under this Agreement, as listed below:

Activity	Fee	Compensation Type
Traffic Data Collection	\$2,200	Lump Sum
Traffic Signal Warrant Analysis	\$4,300	Lump Sum
Topographic Survey	\$14,100	Lump Sum
Traffic Signal Plans	\$14,600	Lump Sum
Roadway Plans	\$45,100	Lump Sum
Utility Coordination	\$19,000	Lump Sum
Bidding Services	\$5,000	Hourly, Not to Exceed
TOTAL:	\$104,300	As Indicated Above

Lump Sum Compensation: Lump Sum payment shall include all labor and expenses (for the scope of work as defined in the agreement) incurred by HWC and shall not exceed the fixed payment amount without prior authorization of the CLIENT. HWC shall submit monthly invoices to the CLIENT for the estimated portion of the total services actually completed at the time of the billing. The value of the lump sum services work completed is determined by multiplying the percentage of work completed by the total fee established.

If additional engineering or other services, not listed within “Appendix “A” Services by **HWC**” related section of this agreement, are requested in writing by the **CLIENT**, **HWC** shall receive payment for such extra work, either by a lump sum fee determined and agreed to by the **CLIENT** and **HWC** prior to the commencement of such work and in writing, or on an hourly basis plus reasonable expenses as specified on the “Hourly Rates and Reimbursable Expenses Schedule” included herein.

The “Hourly Rates and Reimbursable Expenses Schedule” identified in this Agreement are subject to change each December 31st without notification or modification to this Agreement.

HWC Engineering, Inc.
2025 Hourly Billing Rates

Position	Hourly Rate (\$)
Principal	250.00
Sr. Team Lead	230.00
Sr. Project Manager	210.00
Project Manager	180.00
Sr. Project Engineer	175.00
Project Engineer I	145.00
Project Engineer II	125.00
Sr. Designer/Technician	135.00
Designer/Technician	110.00
Project Coordinator	100.00
Landscape Architect I	135.00
Landscape Architect II	110.00
Planner I	135.00
Planner II	110.00
Sr. Planner	165.00
Project Surveyor I	140.00
Project Surveyor II	125.00
Survey Crew Lead I	130.00
Survey Crew Lead II	110.00
Survey Member I	90.00
Survey Member II	80.00
Clerical Support	80.00
Inspection Manager	185.00
Sr. Inspector	140.00
Construction Inspector I	120.00
Construction Inspector II	110.00
Intern	70.00

REIMBURSABLE EXPENSES

- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at \$.40 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- Color copies at \$.50 per sheet.
- USBs at \$25.00 each.
- Actual cost photographs and postage and other expenses.
- 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.