

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:

Unified Development Ordinance  
McCordsville, Indiana

The CLIENT's name and address:

Town of McCordsville  
6280 Vail Road  
McCordsville, IN 46055

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

Ms. Hollie Kinker  
Assistant Director of Planning  
Town of McCordsville  
6280 Vail Road  
McCordsville, IN 46055  
(317) 335-5149

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

Bryan Stumpf  
Community Development Studio Lead  
HWC Engineering, Inc.  
135 N. Pennsylvania Street, Suite 2800  
Indianapolis, Indiana 46204  
M: 317-721-8279  
[bstumpf@hwcengineering.com](mailto:bstumpf@hwcengineering.com)

The applicable HWC Project number: 2502-087-A

WITNESSETH

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

Unified Development Ordinance

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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. Termination

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 terminated, 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~~ Hancock 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 Hancock 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. Iran Certification

HWC represents that it is not engaged in investment activities with Iran, pursuant to I.C. 5-22-16.5-8.

#### 20. 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.

#### 21. 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.

#### 22. Severability

The invalidity of any section, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.



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: Greg Brewer

Title: Town Council President

Date: \_\_\_\_\_

“HWC”

HWC Engineering, Inc.

By:  \_\_\_\_\_

Printed: Cory J. Whitesell, PE

Title: Vice President, Landscape  
Architecture & Planning Services

Date: November 10, 2025

## APPENDIX “A”

### SERVICES BY HWC

#### GENERAL DESCRIPTION

The general scope of Services for this Project consists of HWC developing a Unified Development Ordinance (UDO) and zoning map for McCordsville, Indiana (CLIENT). The UDO updates the Town’s current Zoning and Subdivision Control Ordinances to meet the Town’s changing development needs, make the UDO comply with changes in state and federal law, improve the layout and use of the document making it more accessible to all users, and simplify the language of the ordinance into plain English. The new UDO will address the Town’s desire for more form-based regulations in certain focus areas. The base scope of work for the Project includes multiple community outreach efforts including stakeholder/code user meetings, a public open house, and public presentations of the rough draft for feedback. An optional scope is also included for consideration that expands community engagement to more thoroughly define the design basis for ordinances covering key districts in the community. HWC will subcontract with Civic Blueprint to assist in drafting the ordinance component of the Project.

#### DETAILED SCOPE OF WORK

##### Phase 1 – Identify Issues

This phase discovers the key issues in the ordinances and identifies their root causes. It also collects initial feedback from the community to guide ordinance development.

Work includes:

- a. The HWC team will conduct an in-person coordination meeting with staff to review the Project approach, tasks, schedule, and responsibilities. The HWC team will work with staff to identify a Steering Committee for the Project. The boundaries of the focus areas that will use the form-based regulations will be established at this meeting. It is anticipated there will be three (3) focus areas as shown on the Comprehensive Plan Subareas for 6 and 6, Old Town, and North Business Park Village. The areas designated as Mixed Use in these three subarea plans will be the focus of the form-based regulations.
- b. The HWC team will prepare and distribute an intake survey to be completed by the Steering Committee members and other interested parties selected by the CLIENT. The HWC team will analyze the responses received.
- c. The HWC team will review the Comprehensive Plan for applicable policies and examine the existing Zoning Ordinance, Subdivision Control Ordinance, Town Construction Standards, and other applicable documents.
- d. The HWC team will facilitate a kickoff meeting with the Steering Committee focusing on Project initiation and the public engagement opportunities that will follow this meeting.
- e. The HWC team will prepare and administer a visual preference online survey focused on receiving input from town residents. The survey responses will be analyzed identifying areas of consensus and areas where further clarification will be needed, especially in the focus areas.
- f. The HWC team will conduct focus group meetings with stakeholders who are frequent users of the current ordinances. There will be a total of three (3) focus group meetings that will all be conducted on the same day. The input from these meetings will be analyzed and summarized.
- g. Using the information from the public engagement process, the HWC team will create land use typologies to be considered during ordinance development. Land use typologies will be in the

form of a written description of land uses along with representative imagery depicting those uses.

- h. The HWC team will prepare an Issue Summary memo that outlines the key issues to be addressed by the ordinance update. This summary will be reviewed with staff virtually and revised as needed.
- i. The findings from the visual preference survey, stakeholder meetings, and Issue Summary will be presented at the second Steering Committee meeting. The goal of this meeting is to confirm and prioritize the issues to be addressed in the ordinance.
- j. Following the completion of Phase 1 tasks, the CLIENT may proceed directly into ordinance preparation (Phase 4) or may choose to prepare Focus Area Plans to better inform the development of the ordinance related to these districts (Phases 2 and 3).
- k. One additional virtual coordination meeting with staff is included in this phase.

#### Task Summary:

##### Meetings

- 3 meetings with staff (1 in-person, 2 virtual)
- 2 Steering Committee meetings
- 3 Focus group meeting with stakeholders and users of the UDO

##### Deliverables

- Draft land use typologies
- A summary of the input from the public engagement process
- Issue Summary memo

#### Phase 2 –Focus Area Plans (OPTIONAL)

This phase is intended to gather additional public input on the three (3) focus areas and to prepare a Focus Area Plan for each. These Focus Area Plans will be used in later phases of this Project to customize design standards for these districts. This is an optional phase and requires separate written authorization by the CLIENT.

#### Work includes:

- a. The HWC team will facilitate one (1) public workshop to gather feedback on the future vision for the focus areas. HWC will prepare workshop materials, prepare meeting advertisements, facilitate the workshop, and prepare a meeting summary.
- b. The HWC team will prepare conceptual designs for each of the focus areas. These will consist of a plan diagram, updated land use typologies, and representative imagery.
- c. The HWC team will facilitate one (1) Steering Committee meeting to review the conceptual designs for each of the focus areas.
- d. The HWC team will revise the conceptual designs based on Steering Committee feedback.
- e. The HWC team will facilitate one (1) public open house to present conceptual designs. HWC will prepare open house materials, prepare meeting advertisements, facilitate the open house, and prepare a meeting summary.
- f. The HWC team will revise the focus area conceptual designs based on feedback from the open house.
- g. The HWC team will prepare a Focus Area Plan report to include the conceptual designs for the focus areas. This report will be formatted so that it can be formally adopted as an amendment to the Comprehensive Plan. The draft report will be submitted to the Steering Committee for review.

- h. The HWC team will facilitate one (1) Steering Committee meeting to review the draft Focus Area Plans and identify any desired refinements.
- i. A final version of the Focus Area Plans will be submitted to the CLIENT. The CLIENT may then facilitate formal adoption of the plan, may collaborate with HWC to facilitate adoption of the plan (See Phase 3), or may use the plans as reference documents without formal adoption.
- j. Three virtual coordination meetings with staff are included in this phase.
- k. Task Summary:

Meetings

- 3 meetings with staff (virtual)
- 2 Steering Committee meetings
- 1 public workshop
- 1 open house

Deliverables

- Conceptual designs for each of the focus areas
- Draft Focus Area Plan report
- Final Focus Area Plan report

### Phase 3 –Focus Area Plan Adoption (OPTIONAL)

This phase is intended to support the CLIENT if they chose to formally adopt the Focus Area Plans as a component of the Comprehensive Plan. In this scope, HWC will facilitate a public presentation, revise the plan based on additional public feedback, and attend adoption meetings. This is an optional phase and requires separate written authorization by the CLIENT.

Work includes:

- a. The HWC team will present the Focus Area Plans at one (1) Plan Commission meeting.
- b. The HWC team will summarize feedback received at the Plan Commission presentation and then revise the plan based on feedback received.
- c. The HWC team will attend a second meeting of the Plan Commission. A brief presentation will be provided. It is expected that the Plan Commission will make a recommendation to the Town Council at this meeting.
- d. After the recommendation vote by the Plan Commission, the HWC team will present the Focus Area Plans at one (1) meeting of the Town Council for an approval vote.
- e. Upon approval, the HWC team will prepare a final report incorporating any changes made during the adoption process. A copy of the adopting resolution will be bound into the report.
- f. Two virtual staff coordination meetings are included in this phase.

Task Summary:

Meetings

- 2 meetings with staff (virtual)
- 1 Plan Commission presentation
- 1 Plan Commission adoption meeting
- 1 Town Council Adoption meeting
- Deliverables
- Revisions to the Focus Area Plan report
- Adopted Focus Area Plan report

## Phase 4 - Create the Code

Following the identification of issues in Phase 1 and completion of the optional Focus Area Plans, HWC will proceed with crafting the ordinance. This phase begins by strategizing solutions to the issues identified. It then includes creating several iterations of the UDO and zoning map.

### Work includes:

- a. The HWC team will prepare possible solutions for the identified issues and for regulating design issues in each of the focus areas. The possible solutions will be reviewed at one (1) in-person meeting with the staff. The possible solutions will be revised as needed.
- b. The HWC team will facilitate one (1) meeting with the Steering Committee to review the possible solution options and select preferred solutions.
- c. The HWC team will prepare a Solution Summary based on the Steering Committee's direction. This summary will be reviewed with staff virtually.
- d. The HWC team will present the proposed direction established in the Solutions Summary at one (1) joint meeting of the Plan Commission and Town Council. The purpose of this meeting is to have the Plan Commission and Town Council confirm the direction for the UDO prior to writing the ordinance.
- e. The HWC team will prepare Draft A of the UDO. Videos explaining the UDO organization and how it addresses the issues identified will accompany the delivery of Draft A.
- f. The HWC team will review Draft A in two (2) Steering Committee meetings. The first Steering Committee meeting will cover the first half of the UDO and the second meeting will cover the second half of the UDO.
- g. Based upon the input from the Steering Committee, the HWC team will prepare Draft B of the UDO. The zoning map will also be prepared at this time. An instructional video identifying the changes that were made will accompany Draft B. This draft will also be used for a legal counsel review of the UDO with the town attorney.
- h. One (1) Steering Committee meeting will be held that focuses on the review of Draft B and the zoning map.
- i. Based on the input from the Steering Committee and the town attorney, the HWC team will prepare Draft C of the UDO and zoning map. This draft of the UDO and zoning map will be published for public input.
- j. The HWC team will conduct one (1) public Open House for community input. The results of the public Open House will be analyzed and solutions proposed for any significant issues.
- k. The HWC team will facilitate one (1) Steering Committee meeting to review the public Open House results and discuss any changes to the UDO or zoning map.
- l. The HWC team will create Draft D of the UDO and zoning map. These will be published and used for the adoption process.
- m. During the adoption stage, the HWC team will present the UDO and zoning map at two (2) Plan Commission meetings: one for the public hearing and one for the Plan Commission's recommendation vote. Following the Plan Commission's recommendation, the HWC team will present the UDO and zoning map at two (2) Town Council meetings for adoption.
- n. After adoption by the Town Council, the HWC team will prepare adopted versions of the UDO and zoning map incorporating any changes made during the approval process.
- o. Throughout this phase, 10 monthly virtual coordination meetings with the staff will be held.

### Task Summary:

#### Meetings

- 10 meetings with staff (virtual)
- 5 Steering Committee meetings

- 1 joint meeting of the Plan Commission and Town Council
- 1 public Open House
- 2 meetings with the Plan Commission
- 2 meetings with the Town Council

Deliverables

- A possible solutions list to review with the Steering Committee
- A Solutions Summary
- 4 drafts of the UDO and 3 drafts of the zoning map
- 1 adopted version of the UDO and zoning map. The UDO will be provided in Word and pdf formats. The zoning map will be provided in pdf format with ESRI shape files for incorporation into the Town's GIS.

## 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
Phase 1 – Identify Issues	Month 1 to 3
Phase 2 – Focus Area Plans (OPTIONAL)	Month 4 to 8
Phase 3 – Focus Area Plan Adoption (OPTIONAL)	Month 9 to 12
Phase 4 – Create the Code	With Phase 2/3 Included: Month 9-16 or Without Phase 2/3 Included: Month 4-12

It is possible to overlap some of the Services for the two phases. As part of the Project initiation tasks, HWC will work with the CLIENT to create a mutually acceptable Project schedule.



## APPENDIX “D”

### COMPENSATION

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

Activity	Fee	Compensation Type
Phase 1 – Cast the Vision	\$40,000	Lump Sum
Phase 2 – Focus Area Plans (OPTIONAL)	\$59,900	Lump Sum
Phase 3 – Focus Area Plan Adoption (OPTIONAL)	\$9,800	Hourly, NTE
Phase 4 – Create the Code	\$109,800	Lump Sum
TOTAL:	\$219,500	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 31<sup>st</sup> 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.