

# Town of Whitestown Uniform Contract for Services

HWC Engineering

**Service Provider**

On-Call Engineering Services CCMG 2020-2 Funding Cycle

**Type of Service**

This Uniform Contract for Services (hereinafter referred to as “Agreement”), entered into by and between the Town of Whitestown, Indiana and/or Whitestown Municipal Utilities, (hereinafter referred to as “Whitestown”), and HWC Engineering (hereinafter referred to as “Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants and other good and valuable consideration, the adequacy of which is mutually acknowledged, the parties agree as follows:

## **SECTION I. DUTIES OF CONTRACTOR.**

- 1.01 The Contractor shall provide the services as set forth or described in *Attachment A*, attached to and made a part of this Agreement. The Contractor agrees that the services shall be consistent with generally accepted commercial standards in the relevant trades or professions. To the extent *Attachment A* purports to incorporate contractual terms of service, any such terms are voidable at the option of Whitestown.

## **SECTION II. TERM.**

- 2.01 This Agreement shall be in effect until the services described in *Attachment A* are fully and satisfactorily performed and Whitestown has paid Contractor for applicable services, unless earlier terminated in accordance with this Agreement.
- 2.02 This Agreement may be renewed beyond the expiration by agreement of parties. The term of the renewal shall not be longer than the term of the original Agreement. A renewal shall be by written notice sent by either party and written acceptance by the other. All other terms and conditions of the Agreement shall remain the same as set forth herein and may be amended only by written instrument signed by both Whitestown and Contractor and attached hereto as an amendment, and following approval of such amendment by the Whitestown Town Council.

## **SECTION III. COMPENSATION OF THE CONTRACTOR.**

- 3.01 The Contractor shall furnish all labor, materials, supplies, and services in accordance with the conditions of this Agreement necessary to complete the services as defined in *Attachment A*.
- 3.02 Payment will be for the amount set forth in *Attachment A*. No payments will be provided prior to commencement of services, absent a performance bond from Contractor adequate to cover the cost of completing such services.
- 3.03 Contractor shall submit a properly itemized invoice referencing services performed and/or applicable expenses incurred under this Agreement. Contractor shall cooperate with and provide any other necessary information to Whitestown. Whitestown will pay Contractor within ninety (90) days after receipt of such properly itemized and legitimate claim forms under agreed schedules, and following approval of such claim(s) by the Whitestown Town Council as provided by law. All payments are further subject to appropriations as required by applicable law.

## **SECTION IV. GENERAL PROVISIONS.**

- 4.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of Whitestown. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not

insured in any manner by Whitestown for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate Whitestown in any way.

- 4.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any responsibility to perform services to be performed pursuant to this Agreement without prior written approval of the Town Manager of Whitestown or his/her designee. In the event that Whitestown approves of any such subcontracting, assignment or delegation, Contractor shall remain responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Whitestown shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement. Contractor shall be responsible for a background, criminal history, and e-verify check on any additional person involved in performing services pursuant to this Agreement, and the Contractor and any additional persons shall have the duty to report an arrest or the filing of criminal charges against them in writing to the Town Manager of Whitestown.
- 4.03 Necessary Qualifications. Contractor certifies that it will furnish to Whitestown, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of Whitestown, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain all licenses, permits, registrations, authorizations, or certifications, as applicable to the services in force during the term of this Agreement.
- 4.04 Confidentiality of Whitestown Information. Contractor understands that the information provided to it or obtained from Whitestown during the performance of its services may be confidential and may not, without prior written consent of Whitestown, be disclosed to a person not in Whitestown's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to Whitestown. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena, or court order whereupon Contractor shall provide notice to Whitestown prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information. Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, Whitestown that is required to be kept confidential by Whitestown pursuant to Indiana law, except as contemplated by this section, clause (d).
- 4.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from termination or the date of final payment under this Agreement for inspection by Whitestown or any other authorized representative of Whitestown. Copies thereof, if requested, shall be furnished at no cost to Whitestown.
- 4.06 Ownership of Documents and Materials. All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered "work for hire" and the Contractor transfers any ownership claim to Whitestown and all such matters will be the property of Whitestown. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of Whitestown, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by Whitestown and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor

during the term of this Agreement shall be available to Whitestown. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.

Notwithstanding the foregoing, it is understood and agreed that Contractor shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in anyway with respect thereto.

4.07 Termination for Cause or Convenience.

4.07.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then Whitestown may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given, except in the case of emergencies, (a) not less than ten (10) calendar days' notice of Whitestown's intent to terminate, and (b) an opportunity for consultation with Whitestown prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by Whitestown to be incurred by reason of Contractor's default.

4.07.2 This Agreement may be terminated in whole or in part in writing by Whitestown for Whitestown's convenience; provided that Contractor is given (a) not less than thirty (30) calendar days' notice of intent to terminate and (b) an opportunity for consultation with Whitestown prior to termination. If Whitestown effects termination for convenience, Contractor's compensation shall be equitably adjusted.

4.07.3 Upon receipt of a termination action for default or for Whitestown's convenience, Contractor shall (a) promptly discontinue all services affected, unless the termination notice directs otherwise, and (b) deliver or otherwise make available to Whitestown all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

4.07.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been effected for the convenience of Whitestown. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.07.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

4.08 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement and pursuant to Indiana law, if funds for the continued fulfillment of this Agreement by Whitestown are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Whitestown shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

4.09 Remedies. Following the occurrence of any default, breach, or other failure to perform requisite services, or an act of negligence or misconduct causing damage to Whitestown, by contractor or any of its employees, agents, or subcontractors, Whitestown shall have every remedy now or hereafter existing at law or in equity or by statute or otherwise which may be available to Whitestown. This provision shall survive any termination of this Agreement.

4.10 Indemnification. Contractor agrees to indemnify, defend, and hold harmless Whitestown and its officers, agents, officials, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any act or omission by Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party

indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage. Whitestown will not provide such indemnification to the Contractor, provided, however, that the Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is directly caused by the negligent acts or omission of Whitestown. This provision shall survive any termination of this Agreement.

4.11 Notice. Any notice or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:

HWC Engineering  
135 N. Pennsylvania St  
Suite 2800  
Indianapolis IN 46204

To Whitestown:

Town of Whitestown  
Whitestown Municipal Complex  
6210 S 700 E  
Whitestown, IN 46075  
Attn: Town Manager

4.12 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with Whitestown. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and Whitestown may otherwise agree in writing. Should the Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by Whitestown or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against Whitestown for such costs. Whitestown may withhold payments on disputed items pending resolution of the dispute.

4.13 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, sexual orientation, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

4.14 Conflict of Interest. Contractor certifies and warrants to Whitestown that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with Whitestown.

4.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds one hundred eighty (180) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

4.16 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by Whitestown and the Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinances, Resolutions, Rules, Regulations, or Codes of Whitestown. Suit, if any, shall be brought in the State of Indiana, County of Boone.

- 4.17 Waiver. Whitestown's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of Whitestown's rights or remedies.
- 4.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 4.19 Attorneys' Fees. Contractor shall be liable to Whitestown for reasonable attorneys' fees incurred by Whitestown in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor from Contractor's breach of any provision of this Agreement, from Contractor's indemnity obligation, or from Contractor's failure to fulfill any provisions or responsibility provided herein. This provision shall survive any termination of this Agreement.
- 4.20 Whitestown Officials. No official, director, officer, employee, or agent of Whitestown shall be charged personally by Contractor, its employees, or agents with any liabilities or expenses, or be held personally liable to Contractor under any term or provision or because of the execution of any agreement, or because of any default by Whitestown. This provision shall survive any termination of this Agreement.
- 4.21 Successors and Assigns. Whitestown and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet, or transfer its interest in this Agreement without the written consent of Whitestown. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Whitestown.
- 4.22 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on behalf of the Contractor designated above, and has obtained all necessary or applicable approval from the offices of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and accepted by Whitestown.
- 4.23 E-Verify. Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT CONTRACTOR DOES NOT KNOWINGLY EMPLOYEE AN UNAUTHORIZED ALIEN.

## **SECTION V. INTERPRETATION AND INTENT.**

- 5.01 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Whitestown and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Whitestown or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both Whitestown and Contractor, and following approval of such amended or modified terms by the Whitestown Town Council.
- 5.02 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of Whitestown or Contractor, the document or provision thereof imposing the greater obligation upon Contractor and affording the greater right or remedy to Whitestown, shall govern.
- 5.03 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against Whitestown solely by virtue of Whitestown or Whitestown's representatives having drafted all or any portion of this Agreement.

5.04 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Town of Whitestown, Indiana and/or  
Whitestown Municipal Utilities (“Whitestown”)

(“Contractor”)  
HWC Engineering

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

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

Printed: \_\_\_\_\_

Printed: Terry M. Baker \_\_\_\_\_

Title: \_\_\_\_\_

Title: President \_\_\_\_\_

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

Date: 07.15.20 \_\_\_\_\_

3010408

**TOWN OF WHITESTOWN  
UNIFORM SERVICE AGREEMENT ADDENDUM**

HWC Engineering  
Service Provider

On-Call Engineering Services CCMG 2020-2 Funding Cycle  
Type of Service

This Uniform Service Agreement Addendum is between the Town of Whitestown, Whitestown Municipal Utilities, and/or its agencies (collectively, "Whitestown") and HWC Engineering ("Provider"), and is regarding the terms and conditions of service to be rendered by Provider.

The following terms are incorporated into and shall supersede all inconsistent, contrary, or limiting terms in any contract, terms of service, product terms and conditions, operating agreement, or similar provisions that would govern or control the relationship of Whitestown and Provider or the provision of services by Provider. Provider is hereby put on notice that no agent of Whitestown is authorized to enter into a service agreement without incorporating the terms herein, and Whitestown accordingly is not bound by any service agreement/terms or liable to Provider, except in quantum meruit, unless all parties are bound by the terms herein, regardless of execution hereof.

1. Provider shall ensure that any confidential information, including but not limited to names, social security numbers, addresses, banking or financial information and/or other information deemed confidential by applicable laws, statutes, ordinances, and/or regulations, or otherwise not generally known and available to the public, is protected from disclosure to any unauthorized person or entity, unless otherwise required by federal, state, or local law, regulation, court order, legal process, or governmental investigation. Confidential information obtained by Provider as a result of services rendered to Whitestown may not be disseminated by Provider without the express written consent of Whitestown.

2. Provider shall comply with and obey all laws, regulations, ordinances, or orders of any governmental authority or agency relating to or regarding the provision of services by Provider to Whitestown.

3. Provider shall not discriminate against any worker, employer, or applicant for employment or any member of the public because of race, color, religion, gender, national origin, ancestry, age, disability, disabled veteran status, or Vietnam-era veteran status, nor commit any unfair employment practices.

4. Nothing shall be construed to create an employment relationship between Provider and Whitestown, or to place Whitestown in the relationship of the employer of, or grant Whitestown the right to direct or control employees of, the Provider.

5. Provider shall permit Whitestown and its duly authorized representatives, at Whitestown's sole cost and expense, to examine and cause to be made a complete audit, during normal business hours, of any and all records and reports which relate to the Provider's performance of its obligations or services to Whitestown.

6. Following the occurrence of any default, breach, other failure to perform requisite services, or an act of

negligence or misconduct causing damage to Whitestown, by Provider or any of its employees, agents, or contractors, Whitestown shall have every remedy now or hereafter existing at law or in equity or by statute or otherwise which may be available to Whitestown. Provider shall also pay all reasonable attorneys' fees incurred or imposed on Whitestown or any of its respective officials, agents, or employees in connection herewith in the event that the Provider defaults, breaches, or fails to perform requisite services.

7. Provider shall indemnify, defend, exculpate, and hold harmless Whitestown and its officials, employees, representatives, or agents from any and all liability due to loss, damage, injury, or other casualties of whatsoever kind or by whom so ever caused to the person or property of anyone resulting from the performance, breach, default, or negligence by Provider or arising out of or relating to any and all acts or omissions of the Provider or its employees, contractors, and agents.

8. Provider shall not assign its responsibility to Whitestown or any portion thereof without the prior written approval of Whitestown.

9. This Addendum may be amended, modified, supplemented, or waived only by a written instrument signed by Whitestown and Provider, following a full vote by the legislative body of Whitestown for the express purpose of revising this Addendum. Additional agreements, extensions, modifications, or addendums, including unilateral attempts to amend or impose additional terms on Whitestown, shall be subordinated to the terms herein.

10. If any action at law or in equity shall be brought to recover any sum due Whitestown from Provider or for on account of any breach of Provider's obligations to Whitestown, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed

by the court and shall be made a part of any judgment or decree rendered.

11. This Addendum and any rights and obligations between Whitestown and Provider shall be governed, construed, and enforced in accordance with the laws of the State of Indiana without regard to principles of conflict of laws of such state. Any disputes between the parties shall be brought in a court sitting in the State of Indiana, and any provision requiring alternative dispute resolution or arbitration shall be void. Whitestown shall not be subject to the jurisdiction of the court of any other state by virtue of its relationship with Provider.

12. No official director, officer, employee, or agent of Whitestown shall be charged personally by Provider, its employees, or agents with any liabilities or expenses of defense or be held personally liable to Provider under any term or provision or because of the execution of any agreement or addendum or because of any default by Whitestown.

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

13. Any obligation of Whitestown shall be subject to sufficient appropriations as provided by Indiana law.

14. Absent negligence, Whitestown will not be liable for any damage resulting from an event of force majeure, including but not limited to a strike, vandalism, power failure, lock out, labor dispute, embargo, flood, earthquake, storm, dust storm, lighting, fire, epidemic, act of God or nature, war, national emergency, civil disobedience, riot, act of sabotage or terrorism, restraint by court order or order of another governmental authority, or any other unexpected and/or uncontrollable events. Whitestown shall further not be liable for any consequential damages.

15. Provider shall enroll in and verify the eligibility status of all newly hired employees of Provider through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Provider is not required to verify the work eligibility status of all newly hired employees of Provider through the E-Verify program if the E-Verify program no longer exists.

\_\_\_\_\_  
Whitestown

BEING FIRST DULY SWORN ON MY OATH, I AFFIRM UNDER THE PENALTIES OF PERJURY THAT PROVIDER DOES NOT KNOWINGLY EMPLOY AN UNAUTHORIZED ALIEN.

*Terry M. Baker*  
\_\_\_\_\_  
Provider

Date: 9-15-20

STATE OF INDIANA )  
  )SS:  
COUNTY OF VIGO      )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared TERRY M. BAKER, who acknowledged the execution of the foregoing.

WITNESS my hand and notarial seal this 15<sup>th</sup> day of September, 2020.

Lisa E. Brewer

Notary Public

My Commission Expires: 05-12-24

Lisa E. Brewer

Printed Name

County of Residence: VIGO





# APPENDIX "A"

## Scope of Services

Town of Whitestown, Indiana  
On-Call Engineering Services  
CCMG 2020-2 Funding Cycle

June 23, 2020

HWC Engineering (HWC) shall provide general engineering consulting services to the Town of Whitestown (CLIENT) related to transportation and/or infrastructure projects on an "as needed" basis as directed by the CLIENT. The fee for these basic services shall be based upon the actual number of hours expended (including mileage expenses, if applicable) and the appropriate hourly rate as further defined in Appendix "B" and shall not exceed a total of **forty-three thousand dollars and no cents (\$43,000)** during the life of this agreement without written approval.

Specific work tasks may include the following:

1. **2020-2 CCMG Project Development/Applications** – This on-call contract is based upon an assumption of two (2) applications for performing a combination of Mill & Overlay/Overlay projects and Microsurfacing projects for a previously provided list of roads to the extent that the \$333K maximum LPA match may allow. HWC will perform field checks/scoping visits and preliminary estimates for review and approval by the CLIENT. Repetitive changes to the road priorities, desired scope of work, etc. will require additional time and costs to be incurred. HWC will then finalize detailed estimates, complete project development (including bid specifications), and compile necessary attachments which currently consists of 1) Detailed Estimates 2) Financial Commitment Letter(s) and 3) 2019 LTAP Database Asset Management Approval Letter. CCMG application submittal is required by INDOT to be performed by the CLIENT. HWC will travel to the CLIENT's location or advise via phone or email to assist with this submittal through ITAP if desired.

*INDOT has directed that projects should be shovel ready (design plans in hand) prior to applications being submitted. If an LPA desires to apply for CCMG funding for a more complicated improvement (geotechnical investigations, reconstructions, added drainage features, change in roadway profile, new or modified ADA ramps/sidewalks, curb/curb & gutter, utility impacts, etc.), a detailed scope and associated design will be required prior to application submittal. Adjustments to estimates after application submittal and approval are considered ineligible and would require 100% local funding. If more complicated improvements such as those above and/or related design/survey services are required, HWC will negotiate that project outside of this on-call contract. Additional time prior to the 2020-2 Call for Projects opening date will also be required to complete these tasks.*

2. **2020-2 CCMG Bid Documents/Bidding** – Upon INDOT notification to the CLIENT of a CCMG award, HWC will assist with the preparation of the appropriate bid documents that comply with Indiana requirements. HWC will assist with review of Matching Grant Agreements. HWC will compile bid documents (Project Manual) based upon the approved CCMG project development/applications and assist with bidding services. Bidding services include 1) preparation of a legal advertisement for the CLIENT to post in a local newspaper (costs to be incurred by the CLIENT) 2) posting bid documents on the online HWC plan room for distribution of documents to contractors desiring to bid the project 3) travel to and attend/conduct the bid opening 4) certify the bids and provide a recommendation to the CLIENT as to the low, responsible bidder 5) compile the INDOT Notification of Contractor Award & Request for Funding documents and 6) compile the Notification of Award to the Contractor.

Town of Whitestown  
On-Call Engineering Services – CCMG 2020-2  
Appendix "A"

3. **2020-2 CCMG Construction Administration/Observation** – HWC will provide construction administration services including 1) assist with contractor coordination 2) review of contract/construction documents such as insurance and bonds 3) compile the Notice to Proceed to the Contractor 4) travel to and attend/conduct the pre-construction meeting if desired and 5) coordinate with the contractor to obtain materials documentation upon completion for the CLIENT to maintain possession for potential auditing in the future.

HWC will provide part time construction observation services for the work awarded to the contractor with respect to INDOT Specifications Section 402 for HMA paving projects and applicable INDOT Specifications Sections for pavement preservation projects. It is HWC's intention to perform periodic construction observation of the various contractor operations. HWC staff will obtain the work schedule from the contractor and visit the site unannounced to review each appropriate operation. It is our intention to review each of the operation activities at least once and possibly more than once if required. HWC will notify and advise the CLIENT of any issues that arise that cannot be addressed properly at the construction level to reach resolution. Additional scope of work and/or a higher frequency of observation visits will require additional time and costs to be incurred.

4. **2020-2 CCMG Project Closeout** – HWC will assist the CLIENT with assembling the required closeout documentation and reconciling the project costs. HWC will compile the required closeout letter and associated spreadsheets for INDOT submittal based upon the Contractor's final invoicing which must be broken down and reported by 1) each individual DES# 2) associated road segments including listings of to/from points 3) individual contract pay items for each 3) contract quantities 4) unit prices 5) final quantities placed and 6) underrun, plan, or overrun quantities. Copies of the Contractor's secured bid and copies of cancelled checks/proof of payment must also be submitted to INDOT as required within 30 days of final payment.
5. **2020 PAMP Update** - The PAMP is a working document and should be kept current each year with respect to roads that were treated in the prior year and the roads that will be part of the next year improvement plan. The PAMP is a working tool for the LPA. INDOT requires a major update to the PAMP every 2 years. As a major update was performed for the client in 2019, the 2020 PAMP Update will consist of a minor update. Minor updates are the years between the major updates and include updating the information necessary for the CCMG application. PAMP updates are submitted through LTAP for approval, which is required as part of the CCMG application. LTAP has a new database and is requiring that all PAMP information is updated and uploaded to this database annually regardless of whether it is a major or minor update. This requires the LPA to setup an LTAP account. If desired, HWC will upload the CLIENT information to the LTAP database for submittal of the PAMP on behalf of the CLIENT. This requires the LPA to provide HWC working access to their LTAP account. The 2020 PAMP Update approval is required by 12/01/20 to be eligible for the 2021 Calls.

*This contract has been prepared based upon the known CCMG requirements as of the date of compilation. As the CCMG program continues to evolve, should additional requirements be instituted by INDOT that require additional efforts to be performed, additional costs may be required.*

No work will be performed under this agreement without authorization from the CLIENT. Email is acceptable for the purpose of documenting directed work.

At the CLIENT's request, larger individual projects may be defined and negotiated separately. Each individual project excluded from the retainer agreement assigned by the CLIENT to HWC will require separate

authorization by the CLIENT following negotiation with HWC. Said authorization by the CLIENT can be made verbally but must be followed with a written agreement within thirty (30) days.

## APPENDIX “B”

### COMPENSATION

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

| Activity                                   | Fee      | Compensation Type     |
|--|----------|-----------------------|
| On-Call Engineering Services – CCMG 2020-2 | \$43,000 | Hourly, Not to Exceed |

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.

**Attachment A  
Exhibit B  
HWC Engineering  
2020 Hourly Billing Rates**

| <b>POSITION</b>                 | <b>HOURLY RATE</b> |
|---------------------------------|--------------------|
| Principal                       | \$201.00           |
| Senior Project Manager          | \$196.00           |
| Project Manager                 | \$155.00           |
| Project Engineer I              | \$135.00           |
| Project Engineer II             | \$110.00           |
| Landscape Architect I           | \$135.00           |
| Landscape Architect II          | \$110.00           |
| Planner I                       | \$135.00           |
| Planner II                      | \$100.00           |
| Designer/Technician             | \$110.00           |
| Clerical Support                | \$75.00            |
| Construction Inspection Manager | \$115.00           |
| Construction Inspector I        | \$110.00           |
| Construction Inspector II       | \$95.00            |
| Project Surveyor                | \$120.00           |
| Survey Crew Leader              | \$100.00           |
| Survey Crew Member I            | \$80.00            |
| Survey Crew Member II           | \$65.00            |
| Intern                          | \$56.00            |

**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 \$.375 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- Color copies at \$.50 per sheet
- CD's at \$25.00 each.
- Actual cost of long distance telephone calls, expense charges, photographs and postage.
- Expenses will be billed at cost plus.
- The rates identified in this agreement are subject to change each December 31<sup>st</sup> without notification or modification to this Agreement.