

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 _____, 2023 (the "Effective Date"), by and between HWC Engineering, Inc., of Indianapolis, Indiana (hereinafter referred to as "**HWC**") and Parks and Recreation Department for the Town of Munster, Indiana (hereinafter referred to as "**CLIENT**"), concerning the following:

The Project name, location and address:

Munster Five-Year Comprehensive Parks & Recreation Master Plan
Munster, Indiana

The CLIENT's name and address:

Town of Munster
1005 Ridge Road
Munster, IN 46321

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

Mark Heintz, CPRP
Director of Parks and Recreation
Town of Munster Parks and Recreation Dept.
1005 Ridge Road
Munster IN 46321-1849
(219) 836-6925
mheintz@munster.org
www.munster.org

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

Catherine Puckett, PLA, ASLA
Landscape Architect
HWC Engineering
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
812-899-0125 mobile
317-981-1262 direct
cpuckett@hwcengineering.com

The applicable HWC Project number: 2023-269-S

WITNESSETH

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

Munster Five-Year Comprehensive Parks & Recreation Master Plan

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, **the parties** agree as follows: JFB

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~~ with the 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. JFB

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.~~ JFB

~~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.~~ JFB

~~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 there from.~~ JFB

~~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.~~ JFB

"Works" means works of authorship fixed in any tangible medium of expression by HWC or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, graphics, illustrations, notes, flow charts, memoranda, correspondence, records, notebooks, documentation, tables, maps, analyses, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

All Works made or created by HWC, either solely or jointly with CLIENT, in the course of HWC's performance of services under this Agreement shall be deemed to be Works for hire and upon complete payment for such services by the CLIENT, such Works are and shall be the exclusive property of CLIENT. At CLIENT's request, HWC will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in CLIENT.

CLIENT grants to HWC an unlimited and irrevocable license to use and copy all Works on all projects subject to the terms of this Agreement.

JFB

HWC shall not be responsible for any reuse or modification of the Works without written verification or adaptation by HWC, as appropriate for the specific purpose intended. Such use 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.

JFB

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,

Town of Munster

Munster Five-Year Comprehensive Parks & Recreation Master Plan

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:

- **Commercial General Liability** with a ~~combined single limit~~ of \$1,000,000.00 per occurrence and \$2,000,000 General Aggregate & **Products/Completed Operations Aggregate**. 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 and not contributory with respect to the insurance required hereunder. JFB
- **Automobile Liability** 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 and not contributory with respect to the insurance required hereunder.
- **Umbrella or Excess Liability** coverage with a limit of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
- **Worker's Compensation at statutory limits. Employer Liability Limits of \$1,000,000.00 \$1,000,000.00 \$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 each claim and \$2,000,000 Aggregate.
- **HWC shall maintain the following insurance with carriers having an A.M. Best rating of at least A and a Financial Category rating of not less than VII.**

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.

JFB

~~**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 **CLIENT** 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.~~

JFB

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.

Either party may terminate this Agreement upon written notice to the other.

JFB

~~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~~ Lake County, Indiana.

JFB

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~~ Lake County, Indiana. JFB

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.~~ JFB

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 _____, 2023.


"CLIENT"

"HWC"

Town of Munster, IN

HWC Engineering

By: _____
Printed: _____
Title: _____
Date: _____

By:  _____
Printed: Jamie Ford-Bowers, PE
Title: Partner, Vice President
Date: September 18, 2023

APPENDIX “A”

SERVICES BY HWC

General Description of Services:

This scope of services is being provided by HWC Engineering, Inc. (**HWC**) to the Town of Munster Parks and Recreation Department (**CLIENT**) for the completion of a Five-Year Comprehensive Parks and Recreation Master Plan update for the Town of Munster (**TOWN**). It is understood the project will be funded with local funds.

The intent of this project is to update the “Munster Parks and Recreation 2018 Master Plan” consistent with the Planning Guidelines for Five Year Parks and Recreation Master Plans prepared by the Indiana Department of Natural Resources (IDNR), Division of Outdoor Recreation.

A detailed description of the services to be provided to meet this general project intent follows:

Task 1: Information Gathering

- **Planning Meeting No.1:** This initial meeting will be used to kick off the project with the Munster Parks staff and selected steering committee, finalize the project schedule, and to understand overarching goals and expectations for the plan. A tour of the parks will be tied to this first meeting.
- **Data Collection:** HWC will physically examine the **CLIENT**'s existing park and trail facilities, including any land owned by the **CLIENT** which is undeveloped but designated for future parks and recreation uses. Previous inventories for each facility will be updated, including both parks and trails. HWC will summarize the information into a draft facility summary. In addition to the inventory summaries and matrix, a basic photographic inventory of each facility, depicting major physical features, will be prepared.
- **Department Updates:** The history of Parks Board and Mission Statement and Goals will remain unchanged from the past plan unless the **CLIENT** directs otherwise to modify. Management, staffing, organizational chart, and budgeting to be reviewed and updated. Programming, programming, outreach, and other resources will be updated based on any changes since the last plan was produced.
- **Facility Mapping:** HWC will utilize the information gathered to prepare an updated map depicting the **TOWN** park and recreational facilities. The map will include all existing and proposed facilities as well as all existing trail facilities. (1) draft of the map graphic will be provided to the **CLIENT** for review and approval. (1) revision of the map graphic is included.

Task 2: Public Participation

- **Public Survey:** HWC will prepare a public opinion survey related to park planning and future vision. The survey will be in the form of an online survey. HWC will be responsible for the tabulation of the survey. Tabulation of paper surveys is not included.

- **Public Meetings:** HWC will conduct (1) public workshop for the purpose of soliciting input on the plan. HWC will provide all presentation materials in either digital or printed format, document the results of the public comments and feedback, and provide a summary of the meeting for the Steering Committee.
- **Staff, Focus Group, and Stakeholder Interviews:** During this task, HWC will conduct up to (6) hours of interviews with staff, focus groups, or other stakeholders identified by the **CLIENT**. HWC will help schedule the interviews, document the results, and prepare a summary for review by the Steering Committee.

Task 3: Analysis

- **HWC** will complete the following analysis:
 - Evaluation of the parks department mission statement and suggestions to ensure the department operations follow the mission.
 - Goals and objectives will be identified. This will include reviewing current issues and opportunities and formulating written goals and objectives to address them.
 - Complete a needs/demand analysis that will compare available facilities to accepted standards for the community. This will analyze local and national trends related to parks and recreation and compare those benchmarks to the **CLIENT**'s system. This will include park size, indoor facilities type/number, outdoor facilities type/number, and programming. Walking distance to parks from residential areas will also be reviewed.
 - Perform an operations analysis that will review department structure, revenue/fee structures, and operating budgets.
 - Perform a preliminary ADA assessment to identify general areas of concern for accessibility to and from facilities and programs.
 - Planning Meetings and Presentations: During this phase, HWC will facilitate planning meetings with the Steering Committee as follows:
 - Press Releases and Social Media: HWC will provide graphics and content for social media posts throughout the planning process. The **CLIENT** will be responsible for all press releases and posting provided content to social media.
- **Planning Meetings and Presentations:** During this phase, HWC will facilitate the following meetings:
 - Planning Meeting #1 – Kickoff Meeting, Park Visits, Goals
 - Planning Meeting #2 – Analysis and Recommendations
 - Parks Board Presentation – Review Public Input/Gain Insight from Parks Board
- **Deliverables:** Public survey results, public meeting results, stakeholder meeting summaries, and need analysis summaries. All deliverables will be provided in digital format for distribution by the **CLIENT**.

Task 4: Recommendations and Draft Plan

- **Draft Plan #1:** Using information assembled during the planning process, HWC will develop a draft Parks and Recreation Master Plan document. This task includes the preparation of an analysis and recommendations for each park in the system. A summary of the topic chapters and intended content for each follow:
 - Executive Summary: A brief executive summary will be provided to offer an overview of the key recommendations of the plan.

- Introduction: An introduction will be drafted that provides a summary of the planning process followed, overview of the organization of the plan, and brief snapshot of the community.
 - Inventory: This chapter provides summaries of the existing park system, operations, and programming.
 - Assessment and Analysis: This chapter provides a summary of feedback and input from public participation, as well as current park trends, programming trends, and benchmark comparisons.
 - Recommendations: A summary of recommendations for the overall parks system, programming opportunities, and each individual property will be provided.
 - Action Plan: This includes a prioritized list of recommendations along with estimated costs for each. The action plan will be structured on a five-year horizon.
 - This draft will be submitted to the **CLIENT**.
- **Draft Plan #2:** The Rough Draft will be revised to incorporate input from staff and the Steering Committee. This second draft will then be prepared and released for public input.
 - **Planning Meetings and Presentations:** During this phase, HWC will facilitate the following meetings:
 - Planning Meeting #3 – Final Analysis and Initial Recommendations
 - Planning Meeting #4 – Final Recommendations
 - **Deliverables:** Deliverables will include meeting agendas and minutes for each meeting, Draft No.1 (electronic copies only), and Draft #2 (electronic copy and up to 6 printed hard copies). All deliverables will also be provided in digital format for distribution by the **CLIENT**. The draft will also be submitted to IDNR for review and comment.

Task 5: Plan Review and Adoption

- **Public Presentation:** HWC will make (1) public presentation for the purpose of inviting comments on the draft plan. HWC will prepare a PowerPoint presentation to accompany the draft plan and will provide all presentation materials in either digital or printed format, document the results of the public comments and feedback, and provide a summary of the meeting for the Steering Committee. Elected and appointed officials involved in the adoption process are encouraged to attend this presentation. The presentation could be held at a public town council meeting or public parks board meeting. Following this presentation, final public input will be incorporated into the plan before proceeding with adoption steps.
- **Final Draft:** HWC will update the plan based on input received during and following the Park Board presentation. A final draft of the plan will be prepared and distributed for adoption at a Parks Board meeting. Attendance at the adoption meeting is not included in the base scope.
- **Final Deliverables:** Upon receipt of all final comments from the **CLIENT**, including final public comments, and IDNR, HWC will make necessary plan revisions and provide (1) digital PDF copy as well as (6) full color printed copies of the final Five-Year Comprehensive Parks and Recreation Master Plan to the **CLIENT**. HWC will also submit (1) final copy of the plan document to IDNR.
- **Park Concept Plans:** HWC will develop up to (3) park concept plans of existing parks to illustrate improvements and/or a reorganization of the park. Based on input from the **CLIENT**, HWC will prepare a draft plan graphic for the facility showing existing and proposed features and

amenities. After reviewing the plan with the **CLIENT**, **HWC** will prepare a final color-rendered plan for the park along with a 1-2 page narrative summary of the park alongside supportive precedent imagery. **HWC** will develop concepts for the following parks:

- Centennial Park, north of golf course
- Community Park, south half of park
- Community Estates Park

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
Task 1: Information Gathering	October / November 2023
Task 2: Public Participation	December 2023 / January 2024
Task 3: Analysis	February / March 2024
Task 4: Recommendations and Draft Plan	April 2024
Task 5: Plan Review and Adoption	May / June 2024

APPENDIX “D”

COMPENSATION

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

Activity	Fee	Compensation Type
Five-Year Comprehensive Parks and Recreation Master Plan		
Task 1: Information Gathering	\$56,900	Lump Sum
Task 2: Public Participation		
Task 3: Analysis		
Task 4: Recommendations and Draft Plan		
Task 5: Plan Review and Adoption		
Total	\$56,900	Lump Sum

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
2023 Hourly Billing Rates

POSITION	HOURLY RATE
Principal	\$ 230.00
Division Manager	\$ 220.00
Sr Project Manager	\$ 210.00
Project Manager	\$ 175.00
Senior Project Engineer	\$ 175.00
Project Engineer I	\$ 145.00
Project Engineer II	\$ 120.00
Sr Designer/Technician	\$ 130.00
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
Project Surveyor	\$ 130.00
Survey Crew Lead I	\$ 120.00
Survey Crew Lead II	\$ 100.00
Survey Crew Member I	\$ 85.00
Survey Crew Member II	\$ 70.00
Clerical Support	\$ 80.00
Inspection Manager	\$ 140.00
Sr Inspector	\$ 130.00
Construction Inspector I	\$ 120.00
Construction Inspector II	\$ 105.00
Intern	\$ 60.00

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 of photographs, 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.