



**CITY OF WESTFIELD, IN**  
**Parks and Recreation Board Meeting Agenda**

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**BOARD OR COMMISSION:** Parks and Recreation Board Meeting  
**MEETING DATE:** Wednesday, November 5, 2025 at 7:00 PM  
**MEETING PLACE:** Westfield City Hall- Assembly Room

**THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF PARKS AND RECREATION BOARD**

Julia Grimmer, President | Mayor Appointed | 3-year term | 1/1/25-12/31/26  
Kurtis Baumgartner, Vice President | Mayor Appointed | 4-year term | 1/1/25-12/31/28  
Terri Wolf, Secretary | City Council Appointed | 1-year term | 1/1/25-12/31/25 (non-voting)  
Mike Antrim | Mayor Appointed | 1-year term | 1/1/25-12/31/25  
LeAnne Zentz | Mayor Appointed | 2-year term | 1/1/25-12/31/27  
Mike Hall | School Board Appointed | 4-year term | 1/1/25-12/31/28

**CALL TO ORDER**

**NOTICE PRESENCE OF A QUORUM**

**PLEDGE OF ALLEGIANCE**

**CHANGES TO AGENDA**

**PUBLIC COMMENTS**

**APPROVAL OF MINUTES**

October 1, 2025

**OLD BUSINESS**

**NEW BUSINESS**

1. Action Item — Freedom Trail Park
2. Action Item — BCMI First Amendment to Contract for Goods and Services
3. Action Item — First Amendment to REA Agreement for Services
4. Action Item — Resolution 25-159 - A RESOLUTION TO PROCEED WITH THE SELECTION OF CONSTRUCTION MANAGER AS CONSTRUCTOR (CMc) SERVICES FOR THE PARK STREET IMPROVEMENTS PROJECT  
Presented by Deb Kunce with JS Held and Chris Drewry of McCarter & English, LLP

**DIRECTOR'S REPORT**

**OTHER BUSINESS**

**NEXT REGULAR MEETING**

December 3, 2025

**ADJOURNMENT**



CITY OF WESTFIELD, IN  
Parks and Recreation Board Meeting Minutes

Wednesday, October 1, 2025

CALL TO ORDER

Attendance:

President: Julia Grimmer - Present

Vice President - Kurtis Baumgartner - Present

Board Member – Mike Antrim – Present

Board Member – Mike Hall – Present

Board Member – LeAnne Zentz– Present

NOTICE PRESENCE OF A QUORUM

Madam President Grimmer noted the presence of a quorum and called the meeting to order at 7:00 PM

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CHANGES TO AGENDA

None.

Motion to approve no changes to agenda: Kurtis Baumgartner.

Second: Mike Hall

Yes: Mike Antrim, Kurtis Baumgartner, Julia Grimmer, Mike Hall,  
LeAnne Zentz

No: None

Motion Determination: Passed

PUBLIC COMMENTS

Bill Grier – Dog Park in Westfield

Westfield Pickleball Association

APPROVAL OF MINUTES

September 3, 2025 - Parks and Recreation Board Minutes

Motion to approve Minutes: Kurtis Baumgartner

Second: LeAnne Zentz

Yes: Mike Antrim, Kurtis Baumgartner, Julia Grimmer, Mike Hall,  
LeAnne Zentz

No: None

Motion Determination: Passed

## OLD BUSINESS

None

## NEW BUSINESS

### 1. Action Item – Park Impact Fee Credit Agreement

Madam President requested that Parks Director McConnell provide an overview of the Park Impact Fee Credit Agreement.

Director McConnell explained that this agreement is between the City of Westfield and Old Town Development, the developer responsible for the Union Square project. The agreement grants Old Town Development a Park Impact Fee credit in the amount of \$302,820 for the construction connection of a public plaza. This plaza will create a pedestrian connection linking the State Road 32 corridor through the Union Square development to the Grand Junction Plaza project.

Vice President Kurtis Baumgartner moved that the Park Board approve a credit not to exceed \$302,820 in lieu of Park Impact Fees to Old Town Companies, LLC for the development of the public plaza connection to Grand Junction Plaza. The motion also includes the establishment of a perpetual easement and management agreement for the plaza area.

Motion to Approve: Kurtis Baumgartner

Second: Mike Antrim

Yes: Mike Antrim, Kurtis Baumgartner, Julia Grimmer, Mike Hall, LeAnne Zentz

No: None

Motion Determination: Passed

### 2. Action Item – Resolution 25-147 re Chapter 93 Agreement

Madam President asked Parks Director Mc Connell for an overview of Resolution 25-147. This resolution is supporting the amendment to Chapter 93 Parks and Recreation rules and ordinances.

Mike Antrim moved to approve Resolution 25-147 re Chapter 93 Agreement.

Motion to Approve: Mike Antrim

Second: Kurtis Baumgartner

Yes: Mike Antrim, Kurtis Baumgartner, Julia Grimmer, Mike Hall, LeAnne Zentz

No: None

Motion Determination: Passed

### 3. Presentation – 2026 Parks Budget

Director McConnell presented the 2026 Parks and Recreation Budget, which was introduced to the City Council during the recent budget meeting. The budget is scheduled for adoption at the City Council meeting on October 13th.

## DIRECTOR'S REPORT

### **Simon Moon Park**

Phase II construction is scheduled to begin later this week. The project remains on track, with majority of construction anticipated to be completed during the winter months.

### **Roundabout Landscape Enhancements**

Landscape installation and maintenance efforts are ongoing at three roundabout locations. Enhancements are being completed at the following intersections: Sommerville & Ditch Road, 151st Street & Ditch Road, and Casey & Ditch Road.

### **Park Street Streetscape and Plaza**

The construction documentation process for the Park Street Streetscape and Plaza project is progressing. Pending the successful completion of utility relocations, construction is expected to begin in 2026.

### **Ice Ribbon Rink**

Parks Department staff are preparing the Ice Ribbon Rink for the upcoming season, which is scheduled to open on November 20, 2025.

### **Community Recognition**

The City of Westfield Parks and Recreation Department was honored with the Community Champions Award by the Noblesville Creates Gala, recognizing the department's outstanding efforts in bringing art to the City of Westfield.

### **Quaker Park and Maintenance Department Updates**

The Maintenance Department has closed and winterized the Quaker Park splash pad for the season. The pickleball court resurfacing and recoat project was completed in partnership with Leslie Coatings, Inc. In addition, staff reinforced fencing around the courts to ensure a safer playing environment.

The Maintenance Department has implemented a new On-Call program to improve responsiveness and coverage. New signage has been ordered in accordance with the recently adopted Golf Cart Ordinance.

Staff also cleaned and organized the barn at the former Mary A. White property, which will now be utilized for parks storage. Several landscape beds at Grand Junction Plaza were restored, removing invasive and non-native plant materials, including foxtails, and fresh mulch was installed to enhance aesthetics and maintenance efficiency.

### **Programs and Events**

The Parks Department partnered with the Westfield Mayor's Council on Disabilities and the Noblesville Advisory Council on Disabilities to launch the inaugural Sensory Nature Walk. This collaborative event, hosted by the Noblesville and Westfield Parks and Recreation Departments, features sensory stations, vendors, and interactive activities along the Midland Trace Trail.

Westfield Parks, in partnership with Westfield Welcome, hosted Barktoberfest at Asa Bales Park, benefiting Humane Society. The event included pet-related vendors, an agility course, complimentary pet portraits, and caricature artists, and drawing strong community participation.

The Parks Department is currently hosting all Westfield second-grade **classes** as part of the Voices from the Past program—an engaging Westfield history field trip designed to connect students with the city's heritage.

Throughout October, Friday Morning Nature Walks have been held at Grand Junction Plaza, with participants walking the Midland Trace Trail and exploring the local natural environment.

On October 24, the department hosted Trick-or-Treat at Grand Junction, a highly successful community event featuring over 40 booths, trick-or-treating, and family-friendly entertainment.

**OTHER BUSINESS**

Westfield Green Together reported that they have replanted the previously empty mulch areas located in the peninsulas at Greyhound Pass and the Monon Trailhead.

Director McConnell thanked Westfield Green Together for taking on this project and contributing to the beautification of the community.

Vice President Baumgartner expressed sincere gratitude to all first responders for their swift action in keeping our students and staff safe during the recent lockdown at Westfield High School due to an unverified report of a potential shooter.

**NEXT REGULAR MEETING**

Wednesday, November 5, 2025, at 7: 00 PM

**ADJOURNMENT**

Madam President adjourned the meeting at 7:36 PM

Motion to approve Adjournment: Kurtis Baumgartner

Second: LeAnne Zentz

Yes: Mike Antrim, Kurtis Baumgartner, Julia Grimmer, Mike Hall,

LeAnne Zentz

No: None

Motion Determination: Passed

\_\_\_\_\_  
Julia Grimmer, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Terri Wolf, Secretary

\_\_\_\_\_  
Date

These minutes are a summary of actions taken at the City of Westfield Parks and Recreation Board Meeting. A full recording of the meeting is available for viewing at: [n-u.ULbtuLy-u.t-E-omlci.tYQtwestfiel din](https://www.youtube.com/watch?v=ULbtuLy-u.t-E-omlci.tYQtwestfiel din)



October 28, 2025

Mr. Christopher McConnell  
Parks and Recreation Superintendent  
City of Westfield  
2728 East 171st Street  
Westfield, IN 46074

**RE: Scope of Services for Professional Services**

Freedom Trail Park Improvements • 500 Deer Walk Trace, Westfield, IN 46074

Dear Mr. McConnell:

On behalf of V3 Companies, Ltd., we are pleased to submit this scope of services for Professional Services on the above-referenced project. If you find this scope to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto, which set forth the contractual elements of this agreement, will constitute the entire agreement between Westfield Parks and Recreation (CLIENT) and V3 Companies, Ltd. (V3) for design and engineering services on the project known as Freedom Trail Park Improvements (PROJECT).

## PROJECT UNDERSTANDING

Freedom Trail Park is an existing 29.53-acre park owned and operated by CLIENT that includes an inclusive playground, sensory garden, sports fields, parking lot, site furnishings, portable restroom, and trails. A portion of the park is within the floodway/floodplain of Cool Creek. CLIENT wishes to add pickleball facilities and a permanent restroom facility, along with site furnishings/amenities and signage serving these new facilities, to the park. The PROJECT improvement area is approximately 3.5 acres as identified in the Project Area Exhibit below.

The restroom building is anticipated to be 825 square feet, and CLIENT's construction budget for the building is a range between \$660K-\$800K. The building includes a mechanical system to heat the building to prevent pipes from freezing during winter. A mechanical system to cool the buildings is not include in this scope. CLIENT will make technology selections and connections to the building with their own forces. This scope will be limited to selection of door hardware that is compatible with CLIENT's control system. Technology system design is not included in this scope.

Topographical survey is being performed by the V3 team as part of a separate contract.

The pickleball courts are identified to be located in the easter portion of the park; the number of pickleball courts shall be determined through the design process. The permanent restroom facility shall be based on design parameters provided by CLIENT, but will be a custom facility; it is anticipated to be located near the parking lot for access to utilities and to serve the entire park. Site furnishings/amenities and signage to serve the pickleball court, such as benches and shade sails, shall be included in the design and will meet CLIENT's standards; their implementation is contingent on the PROJECT budget. Lighting is not required for the PROJECT.

The V3 team proposes delivering these services through the following phases outlined in the table below and in detail in Exhibit A.

**PROJECT AREA EXHIBIT**



**COMPENSATION**

Survey Services	Scope Exhibit	Fee
D13 Design Development	A	\$95,057 Lump Sum
D14 Construction Documents	A	\$98,917 Lump Sum
D15 Bidding	A	\$17,317 Lump Sum
D16 Construction Administration	A	\$59,000 Lump Sum
Z99 Reimbursables	A	\$5,000 T&M, N.T.E.

Miscellaneous Exhibits	Scope Exhibit	
EXTENT OF AGREEMENT	EXHIBIT B	
V3 STANDARD BILLING RATE SCHEDULE	ATTACHED	
GENERAL TERMS AND CONDITIONS	ATTACHED	

If Additional Services are required, V3 shall be paid a fee based on the actual hours expended multiplied by V3's Billing Rate Schedule attached hereto or other negotiated fee.

V3 will subcontract architectural services, which includes structural engineering and Mechanical, Electrical, and Plumbing, as a convenience to the CLIENT, but does not assume liability for the work provided by subconsultants.

In addition to the professional services fees set forth above, V3 shall be compensated for 100% of pre-approved reimbursable expenses such as printing, postage, messenger service, travel, mileage and tolls to/from meetings and other similar project-related items.

CLIENT will be invoiced monthly for Professional Services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices and the orderly and continuous progress of the Project through construction.

## MISCELLANEOUS CONTRACTUAL ITEMS

The fee and completion schedule stated herein is valid for 30 days from the date of this proposal. If the 30 days has expired, V3 reserves the right to renegotiate the fee and/or completion schedule with the CLIENT.

If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when V3's services are, in fact, being rendered.

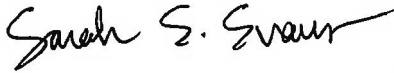
If CLIENT or other interested parties request digital files of design data, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in digital form, except to the extent that the claims arise from V3's gross negligence or willful misconduct.

CLIENT'S obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of CLIENT (including but not limited to the terms of Indiana's Tort Claims Act), so that CLIENT's obligations to indemnify hereunder shall not exceed what might have been CLIENT's liability to a claimant had CLIENT been sued directly by the claimant and all appropriate defenses had been raised by CLIENT.

We appreciate the opportunity to be of continued service to the City of Westfield Parks & Recreation.

Sincerely,

V3 COMPANIES, LTD.



Sarah Evans, PLA, ASLA

Landscape Architecture Group Leader

Accepted For:

City of Westfield Parks & Recreation

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

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

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

### INVOICE INFORMATION

**PREFERENCE:**

Receive by Email

Portal Submission

Other: \_\_\_\_\_

Purchase Order or other Client Reference # (If Applicable)

Important Accounting Notes:

Specific Date Invoice must be received to be included in Monthly Payment Cycle:

**SEND INVOICE TO:**

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**IF PERSON ABOVE IS NOT IN ACCOUNTING, PROVIDE NAME AND CONTACT INFORMATION FOR ACCOUNTS PAYABLE BELOW (A COPY OF INVOICES WILL BE SENT TO A/P)**

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**V3's Preferred method of Payment is Automated Clearing House (ACH)**

US ACH information:

V3 Companies, Ltd.  
Providence Bank & Trust  
630 E 162<sup>nd</sup> Street  
South Holland, IL 60473  
Routing #: 071926375  
Account #: 425042388  
Send remittance email to: [AR@v3co.com](mailto:AR@v3co.com)

Checks can be mailed to:

V3 Companies, Ltd.  
7325 Janes Avenue  
Woodridge, IL 60517

Please Indicate how payment will be made:

ACH

Check



## EXHIBIT A | Design Services

### D13 – DESIGN DEVELOPMENT

The V3 team will perform the following tasks during this phase:

1. Kickoff Meeting

The V3 team will conduct a kickoff meeting with the CLIENT team to review topographical survey information, scope, schedule, and design criteria.

2. Site Visit

The V3 team will conduct one (1) visit to the site to review existing conditions.

3. Inventory & Data Collection

The V3 team will collect and review pertinent available data for the site relative to, but not exclusive of, code review, ordinances, stormwater requirements, and other information to identify site constraints that may affect the site.

The V3 team will perform Geotechnical Investigation & Infiltration Testing during this phase as described below.

4. Program Identification & Design Criteria

The V3 team will identify design criteria for proposed improvements. This will include signage standards, quantity of pickleball courts, site amenities, and features associated with the restroom.

5. Geotechnical Investigation & Infiltration Testing

The V3 team will perform the following services during this phase:

- Conduct ten (10) borings across the area of the proposed improvements, to provide the necessary information. Based on the preliminary information provided, we recommend the borings restroom building borings be extended to depths of fifteen (15) feet and the pickleball courts borings be extended to a depth of five (5) to ten (10) feet below the existing site grade. The final number and depth of test borings required to obtain the necessary field data will be dependent upon the subsurface conditions encountered.
- The subsurface investigation will include:
  - Determination of the subsurface soil and groundwater conditions at the site to depths that would be significantly affected by the anticipated construction.
  - Determination of the engineering characteristics of the subsurface materials encountered.
  - Determination of the type or types of foundations suitable for support of the anticipated structures.
  - Providing data required for design of suitable foundation types.
  - Providing recommendations regarding management of possible groundwater.
  - Providing recommendations regarding earthwork, including grading and excavations, and the treatment of in-place soils for support of floor slabs.
  - Providing infiltration information of the soils at a depth, to be determined, at two (2) locations.

- Due to the existing developed nature of the site, it is expected that privately owned utilities are present at the site. Therefore, it will be necessary to clear boring locations of privately owned utilities prior to commencement of field work. The V3 team will not be responsible for any damage that occurs because of undisclosed and/or mislocated utilities.
- The V3 team will take reasonable measures to limit damage to the near surface soils. However, some rutting and/or track marks should be expected from our field investigation. This scope of work does not include any site restoration, reseeding, or grading.
- The V3 team has assumed there will be no restrictions to normal working hours, and that there are no environmental concerns that would affect the drilling process on site.

## 6. Design Development Plans

The V3 team will prepare Design Development Plans (60% Design) to include the following:

- Existing Conditions & Site Demolition plan denoting project limits and the identification of items to be protected, removed, demolished, or salvaged
- Site Layout plan sheets showing property lines and setbacks, dimensions, general geometry of buildings, pedestrian circulation, court placement, paving, fencing, site amenities and furnishings, signage, plantings, stormwater management, as well as preliminary details for proposed elements. Elements such as the signage will be designed by others, but appropriately located and connected to adjacent improvements as part of the design development plans. Site furnishings shall adhere to the CLIENT's standards.
- Preliminary Grading & Drainage Plan showing proposed contours, critical spot elevations, and general earthwork forms. V3 will perform a preliminary cut/fill analysis to determine the approximate site earthwork quantities.
- Stormwater Management Plan showing areas required for capture, conveyance, and treatment based on local requirements.
- Preliminary Utility and Electrical and Lighting Plans with horizontal layout information within the proposed PROJECT limits.

## 7. Preliminary Stormwater Report / Memo

## 8. DRAFT Specifications

Draft specifications will be developed based on the anticipated sections for the PROJECT for review and input by the CLIENT. Division 0 and 1 Front End Specifications will be provided by CLIENT.

## 9. Cost Estimate

V3 will develop a 60% level estimate of probable costs.

## 10. Client Meetings & File Management

The V3 team anticipates two meetings in this phase, including a kickoff meeting (noted above) and a second CLIENT meeting as a 60% Submittal "page turn" review. These meetings are anticipated to be virtual.

Please note: V3 assumes the following:

- All utilities – i.e., water service, power, storm sewer, sanitary sewer, etc. - are of adequate size and available at the perimeter of the PROJECT.
- No work will be done in the floodplain/floodway.
- Stormwater management will be located within the PROJECT area as defined above and discharge to the existing 24-inch downstream pipe outside the floodplain.
- The stormwater for the restroom will be incorporated into the detention area for the rest of the PROJECT.
- Structural design assumes net allowable bearing pressure of 2,000-PSF spread footings and 1,500-PSF strip footings.
- Environmental pollutant and / or hazardous materials assessment and/or abatement is not anticipated to be needed or included as part of this contract.
- Romtec restroom building drawings provided by the CLIENT will serve as the programmatic requirements for the PROJECT.
- Interior design services will be limited to finish selections and casework/millwork selections. Specification and procurement of furniture, fixtures, and equipment (FF&E) such as window treatments, furniture, and artwork are assumed to be by CLIENT and will only be illustrated within the contract documents as required to convey related design intent. FF&E design, coordination or specifications can be added to the scope of work as an additional service.
- CLIENT does not intend to pursue sustainable (USGBC LEED, etc.) certification for the PROJECT.
- Coordination, design and plan preparation for offsite utility extensions and upgrades, if required, shall be completed using V3's Standard Hourly Rate as outlined in the attached.

### **Deliverable Materials**

1. Various Meeting Minutes
2. PROJECT Site Photos
3. Geotechnical Report
4. (1) Electronic Adobe® PDF copy of Design Development Drawings
5. (1) Electronic Adobe® PDF copy of DRAFT Specifications
6. (1) Electronic Adobe® PDF copy of Cost Estimate

## **D14 – CONSTRUCTION DOCUMENTS**

The V3 team will perform the following tasks during this phase:

### **1. Construction Documents**

Upon approval of the Design Development documents, V3 will prepare 100% Construction Plan documents suitable for submittal to the appropriate stakeholders for review and approval. The 100% Construction Documents package will be ready for bidding by qualified contractors, and stamped by a Professional Landscape Architect, Professional Engineer, and Registered Architect in the state of Indiana. V3 will incorporate revisions based on the CLIENT's review of work completed in prior phases into the final plans which will include the following:

- Cover sheet
- General Notes, Legend and Abbreviations Sheets.
- Final Existing Conditions & Demolition plan
- Final Site Layout plan
- Final site grading plan (with estimated earthwork quantities)
- Stormwater management improvements (water quality and quantity)
- Storm Sewer plan and profiles.
- Storm Sewer details
- Sanitary Sewer lateral details
- Final site utility plan

- Final drainage calculations and supporting documentation
- Final Erosion Control & Stormwater Pollution Prevention Plan (SWPPP)
- Architecture Plans
- Structural Plans
- Final Operations and Maintenance Manual
- Final Specifications Book (CLIENT will provide Division 0 and 1 Sections)
- Utility coordination and approval
- Review and revisions per regulatory agency approval process
- 100% Estimate of Probable Costs

2. Client Meetings: The V3 team anticipates two (2) virtual meetings, during this phase.

### **Deliverable Materials**

1. (1) Electronic Adobe® PDF copy of Construction Drawings
2. (1) Electronic Adobe® PDF copy of Drainage Report
3. (1) Electronic Adobe® PDF copy of Operations & Maintenance Manual

*Please note: V3 assumes the following:*

- *The PROJECT is intended to be procured by a Design-Bid-Build construction contract and will have a single contract document bid package.*

## **D15 – BIDDING**

Bidding documents will be assembled and distributed by the V3 team. The V3 team will complete the following tasks in this phase:

3. Be responsible for loading 100% Construction Documents and all addenda to a Plan Room selected by CLIENT.
4. Develop a Bid Notice for publication in coordination with CLIENT.
5. Assist CLIENT with any necessary Addenda, RFI response, and respond to general bidding questions.
6. During the bid phase, respond to Bidder's Questions, directed through the CLIENT, and issue addenda as required to interpret, clarify, or expand the Final Construction Plans.
7. Review submitted bids.
8. Meeting with the CLIENT to review Bid Tabulation.
9. Following bidding, any changes to drawings will be compiled into an electronic set of the Construction Documents removing revision clouds as an Issue for Construction (IFC) set.

### **Deliverable Materials**

1. (1) Electronic Adobe® PDF copy of Addenda issued through the bid phase.
2. IFC Set

## D16 – CONSTRUCTION ADMINISTRATION

The V3 team will perform the following services during this phase:

1. Management and attendance at PROJECT pre-construction conference, and all subsequent on-site pre-installation meetings required in the project specifications.
2. Coordination between the CLIENT and CONTRACTOR.
3. Participation in monthly, in-person Owner, Architect, and Contractor (OAC) meetings. V3 will provide a summary report following every OAC meeting. V3 anticipates six (6) OAC meetings as part of this scope.
4. Bi-weekly site visits to observe construction progress and preparation of field observation notes for CLIENT review. V3 will provide a summary report following every site visit.
5. Review of submittals, shop drawings, mockups, and testing. All responses will be coordinated with the CLIENT prior to delivering to CONTRACTOR.
6. Receipt of and response to CONTRACTOR requests for information (RFIs), and distribution of architect's supplemental instructions (ASIs); responses to RFIs or ASI distribution will be coordinated with the CLIENT, when necessary, prior to submitting to CONTRACTOR.
7. Review of CONTRACTOR change order requests with the CLIENT, assistance with value determination of change orders, and responses to CONTRACTOR.
8. Review of CONTRACTOR applications for payment with the CLIENT.
9. Substantial completion and final completion walk through meetings with the CONTRACTOR, reviews with the CLIENT, and preparation of punch lists.
10. Confirmation of all contractor closeout deliverables and review of final payment application.

**Please note: V3 assumes the following:**

- ***It is assumed that the PROJECT includes a single phase of construction and does not include an extended construction administration timeframe. If required, V3 will prepare a CHANGE ORDER.***
- ***V3 assumes Contractor will be responsible for managing and maintaining an online platform for shop drawing submittals and reviews.***
- ***V3 anticipates the construction period to be (six) 6 months. Should the construction duration be modified, V3 will review frequency of site visits and OAC meetings to fit the fee, or issue a CHANGE ORDER.***
- ***It is anticipated that contractor will provide marked-up construction documents for use as-built information.***

## EXHIBIT B | Extent of Agreement

This agreement is for site-related improvements within the boundaries of the project site. Should additional infrastructure improvements be required beyond the boundaries of the site, the services associated with those improvements will be the subject of a separate agreement. Furthermore, this agreement does not include services for:

1. Survey Services such as Construction Staking, Record Drawing preparation, Plats of vacation, off-site topography, or Plats of easement dedication.
2. Archaeological or environmental consulting services.
3. Structural engineering services of any kind including the design of site retaining walls, any stairs on-site or the design of underground stormwater detention facilities.
4. Design services, modeling, or permitting associated with work within any existing floodplain or floodway. Based on available information it appears that floodplain is not present on the site.
5. Wetland mitigation design or permitting services. The scope of this Agreement assumes that wetlands are not present on site.
6. Services resulting from any significant modifications to the site plan by CLIENT or Owner after V3 has received authorization to proceed with a specific phase of work and has prepared its initial computer layout of the site.
7. Modifications to the plan that are a result of wetlands being discovered on the site after the initial plans are prepared.
8. Preliminary Engineering or Final Engineering for offsite roadway or utility improvements. Those services will be the subject of a separate proposal once the scope of work is defined, if applicable. No improvements to the adjacent roads are anticipated or included in the scope of this agreement at this point.
9. Revisions to the Final Engineering Plans based on modifications to the site plan, building, utilities or grading after obtaining final approvals from the municipality and other governing agencies.
10. Pump Station design for water, stormwater, or wastewater. It is assumed that wet utilities can be connected to via gravity and that utilities are available along the property frontage.
11. Design of foundation drainage or building underdrain systems.
12. Traffic Signal design services, Intersection Design Studies, and other Traffic Engineering studies beyond what is described on Exhibit C.
13. Gas, electric, and telephone service design for the proposed building. V3 will include the location of these utilities on the Civil Engineering drawings for purposes of coordination only, if the information is provided to us. The CLIENT will be responsible for providing the necessary information to the applicable utility companies for coordinating service to the site. If requested, V3 can assist with dry utility coordination as an Additional Service.
14. Photometric and electrical engineering design for site lighting, including circuiting and details for conduits and light pole foundations. V3 will indicate the location of light poles (as provided by others) on the civil engineering drawings for purposes of coordination with underground utilities.
15. Construction testing services.
16. Preparation of signage or way-finding plans and details.

17. Site inspections or documentation associated with maintaining the Stormwater Pollution Prevention Plan (SWPPP).
18. Management and monitoring of existing or new naturalized BMP areas constructed with this project.
19. LEED consulting services, preparation of calculations and completion of LEED templates and registration of the project with the U.S. Green Building Council.
20. V3 may be required to produce documents and emails as part of a court ordered subpoena. Requests of this nature are beyond the control of V3 and are specifically not included in this contract. V3 will notify the CLIENT of any request received on behalf of this contract, and will invoice the CLIENT for time and materials in accordance with the Additional Services and Reimbursables sections of this contract.

**Please note that V3 can provide many of the services outlined above should they be required.**



## V3 COMPANIES, LTD. (CONSULTANT) GENERAL TERMS AND CONDITIONS

### 1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement. CONSULTANT shall not be responsible for the accuracy, completeness, and timeliness of services and information provided by the CLIENT or CLIENT's other consultants.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

### 2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be wi

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out effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.

- b. CLIENT reserves the right by written and signed change order or amendment to make changes in requirements, amount of work, or time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and, to the extent permitted by applicable law, CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within any Contract Documents prepared by others. It is expressly understood that the uncovering of errors in the plans and specifications prepared by others is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by CLIENT.

### 3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements. If CLIENT disputes all or any portion of an invoice, CLIENT shall notify CONSULTANT within 14 calendar days of the date of the invoice, describe the nature of the dispute, and pay undisputed sums. Thereafter CONSULTANT and CLIENT shall make a good faith effort to resolve such dispute.

CLIENT's obligation to pay for services rendered under this Agreement is in no way contingent upon the CLIENT's ability to obtain financing, zoning, approvals from governmental or regulatory agencies, final adjudication of a lawsuit in which CONSULTANT is not involved, or upon CLIENT's successful completion of the project. No deduction shall be made from any CONSULTANT invoice on account of penalty, liquidated damages or other sums withheld. It is agreed that all expenses incurred by CONSULTANT in enforcing this Agreement or in filing liens, obtaining judgments or collecting any delinquent amounts due, including reasonable attorney's fees, shall be recoverable from the CLIENT.

CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

### 4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs. CONSULTANT reserves the right to terminate this Agreement if its services are suspended or the project is dormant for a period of 60 days or more.

### 5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice. If terminated, CLIENT agrees to pay CONSULTANT for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

### 6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, reasonable attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

## 7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are Instruments of Service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and, to the extent permitted by applicable law, CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom, except to the extent that the claims, damages, losses, or expenses arise from CONSULTANT'S gross negligence or willful misconduct. CLIENT'S obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of CLIENT (including but not limited to the terms of Indiana's Tort Claims Act), so that CLIENT's obligations to indemnify, defend, and hold harmless hereunder shall not exceed what might have been CLIENT's liability to a claimant had CLIENT been sued directly by the claimant and all appropriate defenses had been raised by CLIENT. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

## 8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

## 9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any non-design document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

For design drawings, construction documents, and reports: due to the unsecured nature of CAD files and other electronic data, and the inability of the originator to establish controls over the use thereof, CONSULTANT assumes no responsibility for any consequences arising out of the use of the data that is transmitted digitally, except to the extent that the consequences arise from CONSULTANT's gross negligence or willful misconduct. It is the sole responsibility of the user to check the validity of all information contained herein. The user shall at all times refer to the signed and sealed design drawings or other documents during all phases of the project. The user shall assume all risks and liabilities resulting from the use of this data.

## 10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

## 11. CONSTRUCTION PHASE SERVICES

If construction phase services are provided as part of this Agreement, CONSULTANT shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedure, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications. If construction phase services are to be provided to determine the general progress of the work, they shall not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for

construction safety or any other related programs. CONSULTANT maintains the right but not the duty to recommend that CLIENT reject work that does not appear to conform generally to the plans and specifications. CONSULTANT shall not have any liability for recommendations made in good faith.

If Construction Documents are part of this Agreement and construction phase services are excluded from this Contract, CLIENT is responsible for interpreting the Construction Documents and specifications and observing the work of the contractors for general conformance with the Construction Documents. If CLIENT authorizes deviations from the Construction Documents or specifications prepared by CONSULTANT, to the extent permitted by applicable law, CLIENT agrees to indemnify, defend and hold CONSULTANT, its directors, officers, shareholders, partners, or employees, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to reasonable attorneys' fees, all reasonable legal expenses and CONSULTANT'S time, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, except to the extent that the claim, loss, damage, or expense is caused by CONSULTANT's gross negligence or willful misconduct.

CLIENT'S obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of CLIENT (including but not limited to the terms of Indiana's Tort Claims Act), so that CLIENT's obligations to indemnify, defend, and hold harmless hereunder shall not exceed what might have been CLIENT's liability to a claimant had CLIENT been sued directly by the claimant and all appropriate defenses had been raised by CLIENT.

## 12. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, to the extent caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT, its directors, officers, shareholders and employees harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement. CLIENT'S obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of CLIENT (including but not limited to the terms of Indiana's Tort Claims Act), so that CLIENT's obligations to indemnify and hold harmless hereunder shall not exceed what might have been CLIENT's liability to a claimant had CLIENT been sued directly by the claimant and all appropriate defenses had been raised by CLIENT.

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

**13. WAIVER OF CONTRACT BREACH**

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

**14. WAIVERS OF CONSEQUENTIAL DAMAGES AND SUBROGATION**

CLIENT and CONSULTANT waive all claims to consequential damages for any claims or disputes arising out of or related to this Agreement. In addition, CLIENT and CONSULTANT waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.

**15. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the greater of \$100,000 or the total compensation received by CONSULTANT. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract. In no event shall CONSULTANT's liability exceed the proceeds available under CONSULTANT's insurance policies.

**16. NO PERSONAL LIABILITY**

CLIENT and CONSULTANT shall not bring claims or lawsuits against each other's directors, officers, shareholders, employees, subsidiaries, or affiliates.

**17. HAZARDOUS MATERIALS**

The CONSULTANT, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The CLIENT acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

**18. ENTIRE AGREEMENT AND SEVERABILITY**

This Agreement is the entire and integrated agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, statements or agreements, either written or oral, concerning the subject matter herein. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

**19. NO ASSIGNMENT**

Neither party can assign this Agreement without the other party's written consent.

**20. DISPUTE RESOLUTION AND CONTROLLING LAW**

CLIENT and CONSULTANT agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. If a third party is required, the mediation shall be conducted by an attorney or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally within reason, if needed. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law. In the event mediation or dispute over non-payment or partial payment to CONSULTANT incurs, CLIENT will be responsible for any and all reasonable legal fees, interest of late payments, and necessary expenses required to secure rightful payments.

This Agreement is governed by the laws of the state in which the Project is located.

**21. E-VERIFY**

Under Ind. Code § 22-5-1.7-11, by entering into this Agreement with CLIENT, CONSULTANT is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. CONSULTANT is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. CONSULTANT hereby confirms that it does not knowingly employ an unauthorized alien. CONSULTANT further affirms that it will enroll in and agree to verify the work eligibility status of all newly hired employees through the E-Verify program.

**22. NONDISCRIMINATION**

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

**23. NON-APPROPRIATION**

The Parties acknowledge that CLIENT is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, CLIENT's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. CLIENT shall not be obligated to perform unless and until sufficient funds are appropriated. CLIENT agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or subsequent term of this Agreement. CLIENT agrees to inform CONSULTANT in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all conforming services provided prior to exhaustion of the appropriated funds.



**V3 COMPANIES**  
**BILLING RATE SCHEDULE**

(Rates effective January 1, 2025 through December 31, 2025)

<u>Description</u>	<u>Hourly Rate</u>	<u>Description</u>	<u>Hourly Rate</u>
Principal	265.00	Project Surveyor III	145.00
Director	250.00	Construction Technician IV	145.00
Chief Estimator	245.00	Project Landscape Designer III	145.00
Senior Project Manager	240.00	Project Landscape Architect II	140.00
Director, Field Operations (CG)	240.00	Project Scientist I	140.00
Survey Crew*	235.00	Field Technician (ER)	140.00
Senior Estimator	235.00	Civil Designer II	140.00
Senior Survey Project Manager	225.00	Project Surveyor II	140.00
Resident Construction Manager II	220.00	Construction Technician III	140.00
Resident Engineer II	220.00	Construction Representative II	140.00
Restoration Superintendent	220.00	Construction Manager II (CG)	140.00
Senior Administration	220.00	Planner I	140.00
Superintendent	220.00	Project Designer I	135.00
Senior Crew Chief	215.00	Project Surveyor I	135.00
Senior Project Construction Engineer	210.00	Senior Design Technician	135.00
Estimator II	210.00	Technician III	135.00
1 Man Union Crew	210.00	Operator III	135.00
Project Manager II	205.00	Project Landscape Designer II	135.00
Field Operations Manager (ER)	200.00	Project Landscape Architect I	130.00
Senior Ecologist	200.00	Design Technician III	130.00
Senior Ecological Restoration Project Manager	200.00	Construction Technician II	130.00
Survey Project Manager II	200.00	Scientist III	130.00
Resident Construction Manager I	200.00	Senior Estimating Technician	130.00
Project Construction Engineer II	200.00	Planning Technician III	130.00
Project Manager I	195.00	Project Planner II	130.00
Senior Project Engineer	190.00	Civil Designer I	125.00
Ecological Restoration Project Manager II	190.00	Construction Representative I	125.00
Survey Project Manager I	190.00	Construction Manager I (CG)	125.00
Resident Engineer I	190.00	Technician II	125.00
Project Construction Engineer I	190.00	Senior Survey Technician	125.00
Administration V	190.00	Construction Administrator II	125.00
Estimator I	190.00	Administration III	125.00
Senior Construction Representative	185.00	Project Landscape Designer I	125.00
Ecological Restoration Project Manager I	180.00	Project Planner I	125.00
Project Engineer II	180.00	Design Technician II	120.00
Construction Administrator III	180.00	Construction Technician I	120.00
Senior Planner	175.00	Scientist II	120.00
Senior Project Landscape Architect	170.00	Estimating Technician II	120.00
Project Engineer I	170.00	Operator II	120.00
Senior Project Scientist	165.00	Planning Technician II	120.00
Planner III	165.00	Field Ecologist III	110.00
Senior Project Landscape Designer	165.00	Design Technician I	110.00
Senior Project Designer	160.00	Scientist I	110.00
Senior Construction Technician	160.00	Planning Technician I	110.00
Construction Representative V	160.00	Field Ecologist II	105.00
Administration IV	160.00	Technician I/Intern	105.00
Project Landscape Architect III	150.00	Construction Administrator I	105.00
Project Scientist II	150.00	Administration II	105.00
Civil Designer III	150.00	Estimating Technician I	105.00
Construction Technician V	150.00	Operator I	105.00
Construction Representative III	150.00	Field Ecologist I	100.00
Construction Representative IV	150.00	Administration I	85.00
Planner II	150.00	Project Coordinator	85.00
Project Designer II	145.00		

\*Time is charged portal to portal

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## FIRST AMENDMENT TO CONTRACT FOR GOODS AND/OR SERVICES

This First Amendment to Contract for Goods and/or Services ("Amendment") is effective as of the \_\_\_\_\_ day of November, 2025, by and between **the City of Westfield, by and through its Parks and Recreation Board** ("Contracting Party"), and **Boyle Construction Management Inc.** ("Vendor").

**WHEREAS**, Contracting Party and Vendor entered into a Contract for Goods and/or Services ("Agreement") on September 4, 2025;

**WHEREAS**, per Paragraph 22 of the Agreement, the Agreement may be modified by a written instrument executed by both Parties; and

**WHEREAS**, Contracting Party and Vendor desire to execute this Amendment and amend the Agreement as described herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, the respective agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Amendment.** To clarify that Alternate No. 1 and Alternate No. 2 are included in the goods and/or services provided by Vendor, Exhibit "B" to the Agreement is hereby amended to include the terms attached hereto as Exhibit "1". Paragraph A(d) (Purchase Price) of the Agreement is amended to reflect a total purchase price of \$5,171,000.00.

2. **Continuing Effect.** All other terms and conditions contained in the Agreement shall remain the same and continue in full force and effect, except as provided herein. The Agreement and this Amendment shall be interpreted, wherever possible, in a manner consistent with one another, but in the event of an irreconcilable inconsistency or if context clearly suggests otherwise, this Amendment shall control.

3. **Counterparts.** This Amendment may be executed simultaneously in one or more counterparts, each of which shall be considered an original, but all of which together constitute one Amendment. Delivery of this Amendment may be accomplished by facsimile.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

BOYLE CONSTRUCTION MANAGEMENT INC.

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_



**FIRST AMENDMENT TO AGREEMENT  
FOR SERVICES**

This First Amendment to Agreement for Services (“Amendment”) is effective as of the \_\_\_\_\_ day of November, 2025, by and between **the City of Westfield, Indiana, by and through its Board of Parks and Recreation** (“City”), and **Rundell Ernstberger Associates, Inc.** (“REA”).

**WHEREAS**, the City and REA entered into an Agreement for Services (“Agreement”) on July 9<sup>th</sup>, 2025;

**WHEREAS**, per Paragraph 12 of the Agreement, the Agreement may be modified by a written instrument signed by both Parties; and

**WHEREAS**, the City and REA desire to execute this Amendment and amend the Agreement as described herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, the respective agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Amendment**. Paragraph 13 of the Agreement is hereby deleted in its entirety and replaced with the following:

**Indemnification**. REA shall indemnify and hold harmless the City and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of REA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by REA. To the extent permitted by applicable law, the City shall indemnify and hold harmless REA and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of the City to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the City. The City’s obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of the City (including but not limited to the terms of Indiana’s Tort Claims Act), so that the

City's obligations to indemnify and hold harmless hereunder shall not exceed what might have been the City's liability to a claimant had the City been sued directly by the claimant and all appropriate defenses had been raised by the City.

2. **Continuing Effect.** All other terms and conditions contained in the Agreement shall remain the same and continue in full force and effect, except as provided herein. The Agreement and this Amendment shall be interpreted, wherever possible, in a manner consistent with one another, but in the event of an irreconcilable inconsistency or if context clearly suggests otherwise, this Amendment shall control.

3. **Counterparts.** This Amendment may be executed simultaneously in one or more counterparts, each of which shall be considered an original, but all of which together constitute one Amendment. Delivery of this Amendment may be accomplished by facsimile.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

RUNDELL ERNSTBERGER ASSOCIATES, INC.

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

**RESOLUTION NO. 25-**

**A RESOLUTION OF THE CITY OF WESTFIELD PARKS AND RECREATION BOARD TO PROCEED WITH THE SELECTION OF CONSTRUCTION MANAGER AS CONSTRUCTOR (CMc) SERVICES FOR THE PARK STREET IMPROVEMENTS PROJECT**

**WHEREAS**, the City of Westfield, Indiana (“City”) is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council (“Council”); and

**WHEREAS**, pursuant to Ordinance 24-08 and Ind. Code § 36-10-3 *et seq.*, the Council created a City Department of Parks and Recreation (“Department”) and a Parks and Recreation Board (“Board”); and

**WHEREAS**, pursuant to Ind. Code § 5-32-1 *et seq.* (the “CMc Statute”), the City may construct the Park Street Improvements Project (the “Project”) utilizing the CMc project delivery system; and

**WHEREAS**, in accordance with the CMc Statute, the City has determined to construct the Project utilizing the CMc project delivery method as provided therein; and

**WHEREAS**, the Project involves the reconstruction of Park Street between Poplar and Mill Streets into a plaza street, development of a public plaza space, and design and reconstruction of a section of the Midland Trace Trail;

**WHEREAS**, pursuant to the CMc Statute, the City provided public notice of and issued a Request for Proposals (“RFP”) for the Project whereby qualified firms were invited to submit proposals for the completion of Construction Manager as Constructor (CMc) services for the Project; and

**WHEREAS**, pursuant to the CMc Statute, the RFP contained a summary of the review and selection process, including the evaluation criteria and scoring for the Project and the consideration of qualifications and fees by which offerors will be evaluated, a CMc will be selected, and a CMc contract will be awarded; and

**WHEREAS**, in response to the RFP, and in accordance with the CMc Statute, offerors submitted proposals to the City; and

**WHEREAS**, in accordance with the CMc Statute, the City established an evaluation committee to review the RFP responses and meet with select offerors; and

**WHEREAS**, in accordance with the CMc Statute, and based upon the evaluation committee’s review of the RFP responses, offerors were selected to meet with the evaluation committee; and

**WHEREAS**, in accordance with the CMc Statute, and having considered each offeror's responses to the RFP, the interviews, and the evaluation of fees, the evaluation committee scored each offeror's proposal; and

**WHEREAS**, in accordance with the CMc Statute, the evaluation committee recommends the Board enter into negotiations with the offeror with the highest composite score representing the most qualified and offering the best value to the City; and

**WHEREAS**, in accordance with the CMc Statute, the Board has determined that it is in the best interests of the Board to accept the evaluation committee's recommendation and to approve and ratify the contingent award of the contract for CMc services (the "CMc Agreement") to the offeror with the highest composite score representing the most qualified and offering the best value to the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Westfield Parks and Recreation Board that:

1. The foregoing recitals are fully incorporated herein by reference.
2. In accordance with the CMc Statute, the Board hereby approves and ratifies the contingent award of the CMc Agreement to the offeror with the highest composite score representing the most qualified and offering the best value to the City.
3. In accordance with the CMc Statute, the Board shall negotiate and execute the final terms and conditions of the CMc Agreement for the Project with the selected offeror (or alternatively, to negotiate and execute with the offeror with the next highest composite score should the Board be unable to negotiate the CMc Agreement with the originally selected offeror).
4. The CMc Agreement contemplated by this Resolution to be executed and delivered by the Board shall be in a form approved by, and satisfactory to, the Board President and Director of the City Department of Parks and Recreation, which approval and satisfaction shall be conclusively evidence by the execution and delivery thereof by the Board President and/or Director.
5. The Board President and/or Director of the City Department of Parks and Recreation shall have the authority to execute and deliver the CMc Agreement contemplated by this Resolution to be executed and delivered by the Board and the City. The Board members, Board President and/or Director is further authorized to take all other lawful actions necessary in connection with the CMc Agreement and the other matters contemplated by this Resolution.
6. This Resolution is effective upon passage.

ADOPTED and PASSED this \_\_\_\_ day of November, 2025.

PARKS AND RECREATION BOARD,  
CITY OF WESTFIELD, INDIANA

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST: \_\_\_\_\_