



CITY OF WESTFIELD, IN
Parks and Recreation Board Meeting Agenda

BOARD OR COMMISSION: Parks and Recreation Board Meeting

MEETING DATE: Wednesday, April 1, 2026 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

Mike Hall, Vice President | 4-year term | 1/1/25-12/31/28

Terri Wolf, Secretary | City Council Appointed | 1-year term | 1/1/26-12/31/26 (non-voting)

Mike Antrim | Mayor Appointed | 4-year term | 1/1/26-12/31/29

LeAnne Zentz | Mayor Appointed | 2-year term | 1/1/25-12/31/27

Kurtis Baumgartner, | Mayor 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

March 4, 2026

OLD BUSINESS

NEW BUSINESS

1. Action Item — Parks Street - REA Contract Addendum
2. Action Item — Crossroads Engineering

3. Action Item — Simon Moon - ETS Distribution and Water Level Correction Proposal

DIRECTOR'S REPORT

OTHER BUSINESS

NEXT REGULAR MEETING

May 6, 2026

ADJOURNMENT



CITY OF WESTFIELD, IN
Parks and Recreation Board Meeting Minutes

Wednesday, March 4, 2026

WESTFIELD, INDIANA

CALL TO ORDER

Attendance:

President: Julia Grimmer - Present

Vice President — Mike Hall — Present

Board Member – Kurtis Baumgartner – Present

Board Member – Leanne Zentz – Absent

Board Member – Mike Antrim – Absent

NOTE - 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

No changes to the agenda.

Motion to approve the agenda as presented: Kurtis Baumgartner

Second: Mike Hall

Yes: Kurtis Baumgartner, Mike Hall, Julia Grimmer

Motion Determination: Passed

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

February 4, 2026, Parks and Recreation Board Minutes

Motion to approve: Kurtis Baumgartner

Second: Mike Hall

Yes: Kurtis Baumgartner, Mike Hall, Julia Grimmer

No: None

Motion Determination: Passed

OLD BUSINESS

None

NEW BUSINESS

1. Action Item – Park Street Improvement Project – Initial Release Guaranteed Maximum Price

Parks Director MC Connell provided a summary of the initial or first Guarantee Maximum Price (GMP) amendment to the contract. Mike Hall moved that the Westfield Parks Recreation Board approve the amended agreement between the owner and construction manager as constructor between Westfield parks department and construction manager were in the basis of the payment is the cost of the work plus a guaranteed maximum price not to exceed \$2,835,560.

Motion to Approve: Mike Hall

Second: Kurtis Baumgartner

Yes: Kurtis Baumgartner, Mike Hall, Julia Grimmer

No: None

Motion Determination: Pass

DIRECTOR'S REPORT

Four construction projects are currently on schedule:

- Simon Moon Park Phase II (Playground): Completion anticipated by the end of May
- Freedom Trail Restrooms: Construction documents are approximately 60% complete
- Park Street Improvement Project: Construction is scheduled to begin May 15
- Woods Family Park and Trailhead: Working with the Woods family on Construction Agreement
- The Winter Farmers Market was a significant success, with over 150 vendors applying for the upcoming summer market.
- Park programming has doubled in size compared to last year. The Concert Series currently has six concerts booked.

OTHER BUSINESS

Madam President discussed the need for designated e-bike and dirt bike trails in Westfield. She noted that providing a specific area for this type of activity could help deter riders from using and potentially damaging parks that are not designed for such use. There was also discussion that this topic may warrant further review in coordination with Legal as a potential future initiative.

NEXT REGULAR MEETING

Wednesday, April 1, 2026, at 7:00PM

ADJOURNMENT

Madam President adjourned the meeting at 7:16PM

Motion to approve: Mike Hall

Second: Kurtis Baumgartner

Yes: Kurtis Baumgartner, Mike Hall, Julia Grimmer

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.tYQtwestfie1din](https://www.youtube.com/watch?v=ULbtuLy-u.t-E-omlci.tYQtwestfie1din)

RUNDELL ERNSTBERGER ASSOCIATES

Christopher McConnell

Director of Parks and Recreation, City of Westfield
2728 East 171 Street
Westfield, IN 46074
cmcconnell@westfield.in.gov

Re: Contract Amendment #1 | Design of Security Camera Additional Services
Westfield Park Street Improvements | Westfield, IN

March 25, 2026

Dear Chris:

Rundell Ernstberger Associates, Inc. is requesting a Contract Amendment for design services for the referenced project. As discussed in our email on March 24th, 2026, REA is providing this additional service request to complete the design of the security cameras of the above project.

Our subconsultant KBSO has submitted to REA a request for additional service for the following.

- Camera field of view plans to determine the best locations
- Altronix fiber/copper system to support the communication to the cameras
- Conduit/Power coordination to support the cameras



ADDITIONAL COMPENSATION:

Based on the above description, we propose the following additional fee amount commiserate with the anticipated level design and coordination. We respectfully request \$4,000.00 in additional compensation to be invoiced on a lump sum percentage complete basis.

PROPOSAL ACCEPTANCE:

To accept this proposed contract amendment, please sign below and return one copy to our office.

Acceptance:

By: _____

City of Westfield

Date: _____

Chris, if you have any questions or concerns regarding this amendment, please contact me. We look forward to hearing from you soon.

Sincerely,


Carl Kincaid, ASLA

Principal

Attachment: KBSO Additional Service Request



Additional Services Request
Date: 3/25/2026

KBSO Project #: 25126
Project Name: Westfield Park Street Redevelopment

ASR #: 1
Issued By: Matt Minnich

DESCRIPTION:

KBSO is pleased to provide this additional services request for the Westfield Park Street Redevelopment project to include the following:

- Camera field of view plans to determine the best locations
- Altronix fiber/copper system to support the communication to the cameras
- Conduit/Power coordination to support the cameras

ADDITIONAL SERVICES FEE: \$4,000.00

Please indicate your acceptance of this proposal by signing below and returning to us.

Accepted by:

Representative, Rundell Ernstberger Associates

Date

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), executed as of _____, 2026 (the "Effective Date"), by and between the City of Westfield, Indiana ("City"), and Crossroad Engineers, PC, an Indiana limited liability company ("Service Provider" and with City, the "Parties" and each a "Party"), WITNESSES:

Recitals

WHEREAS, City has determined that it is necessary or desirable to obtain the services described on Exhibit A (the "Services");

WHEREAS, Service Provider has experience in providing the Services; and

WHEREAS, City and Service Provider desire to enter into this Agreement to formalize the terms and conditions upon which Service Provider shall perform the Services;

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, City and Service Provider agree as follows:

- 1. Services.** Subject to the terms and conditions of this Agreement, Service Provider shall perform the Services in accordance with the schedule set forth on Exhibit B. Service Provider shall be an independent contractor of City. The term of this Agreement shall be for the period: (a) commencing on the Effective Date; and (b) ending on the date that is 1 year thereafter, unless earlier terminated or extended in accordance with the terms and conditions of this Agreement (the "Term"). The City may terminate this Agreement without cause upon sixty (60) days prior written notice to Service Provider. In the event of such termination, Service Provider shall be entitled to receive payment for the conforming Services provided up to the date of termination.
- 2. Payment.** Service Provider's compensation for the Services shall be computed in the manner, at the rates, and on the payment schedule described on Exhibit C.
- 3. Performance.** Service Provider shall perform the Services: (a) in coordination with City; (b) in accordance with the prevailing professional standards in the Hamilton County, Indiana area for similar services; and (c) in compliance with all applicable laws, statutes, and/or ordinances, and any applicable governmental rules, regulations, guidelines, orders, and/or decrees (collectively, the "Laws"). Prior to commencing the Services, Service Provider shall: (a) obtain all permits and approvals required by the Laws; and (b) obtain, and maintain during performance of the Services, all professional licenses and certifications required by the Laws. Service Provider shall provide to City, upon request, copies of any and all such licenses and certifications. If performance of the Services requires the entry by Service Provider onto real estate not owned by City or Service Provider, then Service Provider shall be responsible for obtaining permission to enter onto such real estate. City may designate its point of contact for the purposes of this Agreement to Service Provider in writing to act on City's behalf with respect to Service Provider's performance of the Services.
- 4. Work Product.** All works of authorship fixed in any tangible medium of expression by or for Service Provider or its officers, employees, agents, or subcontractors in the course of performing the Services, including, without limitation, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports, and charts, regardless of the medium in which they are fixed, but excluding any attorney work-product and communications between Service Provider and its attorneys (collectively, the "Work Product") shall be owned by City. During the term of this Agreement, Service

Provider shall be responsible for loss or damage to the Work Product while in Service Provider's possession or control, and any such loss or damage shall be restored at Service Provider's expense. Notwithstanding anything in this Agreement to the contrary, Service Provider shall: (a) retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Service Provider prior to or acquired by or for Service Provider in the performance of the Services and/or this Agreement; and (b) retain all rights in and to all works of authorship fixed in a tangible medium of expression that were made, created, or acquired by or for Service Provider prior to the effective date of this Agreement. City acknowledges that any works, items, materials, or other matters developed, created, or invented by personnel of Service Provider or any of its officers, employees, agents, or subcontractors not substantively involved in performing the Services shall be presumed: (a) not to be Work Product; and (b) to remain the sole and exclusive property of Service Provider (or such officer, employee, agent, or subcontractor).

5. Relationship. The employees of Service Provider: (i) are (and shall be considered for all purposes to be) the employees or contractors of Service Provider; and (ii) are not (and shall not be considered for any purpose to be) the employees or contractors of City. Accordingly, City shall have no obligations or liabilities with respect to such employees, who shall look exclusively to Service Provider to discharge all obligations and duties as their employer or principal. Subject to Section 18, Service Provider shall indemnify and hold harmless City from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of Service Provider. The indemnities set forth in this Section shall survive the expiration or earlier termination of this Agreement.

6. Insurance. During its performance of the Services, Service Provider shall maintain the policies of insurance described on Exhibit D. Each such policy shall: (a) be written by a company reasonably acceptable to City; and (b) provide that it shall not be modified or canceled without written notice to City at least 30 days in advance. The policy of general liability insurance required by this Section to be maintained by Service Provider shall name City as an additional insured. Service Provider shall deliver to City certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

7. Liens. Service Provider shall not suffer or cause the filing of any mechanic's lien against City's property, or any part thereof, by reason of labor, services or materials claimed to have been performed or furnished to or for Service Provider. If any such mechanic's lien is filed against City's property, or any part thereof, then Service Provider shall cause such mechanic's lien to be discharged of record within 30 days after notice of filing by bonding, or as provided or required by law. Nothing in this Agreement shall be deemed or construed to: (a) constitute consent to, or request of, any party for the performance of any work for, or the furnishing of any materials to, Service Provider; or (b) give Service Provider the right or authority to contract for, authorize, or permit the performance of any work, or the furnishing of any materials, that would permit the attaching of a mechanic's lien to City's interest in its property.

8. Remedies. Default.

(a) **Events of Default.** it shall be an "Event of Default" if either Party fails to perform or observe any term or condition of this Agreement to be performed or observed by it: (i) with respect to the obligation to pay money to the other Party, if such failure is not cured within forty-five (45) days after such payment is due and such payment is not made within such forty-five (45) day period; and (ii) with respect to any other obligation, if such failure is not cured within a 30-day period following such written notice.

(b) **General Remedies.** whenever an Event of Default occurs, the non-defaulting Party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect

any payments due to it under this Agreement; (ii) protect the rights granted to the non-defaulting party under this Agreement; or (iii) cure, for the account of the defaulting Party, any failure of the defaulting Party to perform or observe a material term or condition of this Agreement to be performed or observed by it. If the non-defaulting Party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then- if permitted by applicable law- the defaulting Party shall reimburse the non-defaulting Party for all such costs and expenses, together with interest at the rate of 10% per annum.

(c) **No Remedy Exclusive.** Except as provided to the contrary in Section 8, no right or remedy herein conferred upon, or reserved to, a non-defaulting Party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting Party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient.

(d) **Termination For Cause.** Either Party may terminate this Agreement, for cause, by delivering to the other Party a "Notice to Cease Services," upon which this Agreement shall terminate thirty (30) days after delivery of such notice.

9. Representations and Warranties.

(a) **General.** Each of Service Provider and City represents and warrants that: (i) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (ii) it has the power to enter into this Agreement and to perform its obligations hereunder; (iii) it has been authorized by proper action to: (A) execute and deliver this Agreement; and (B) perform its obligations hereunder; and (iv) this Agreement is the legal, valid, and binding obligation of Service Provider and City, respectively.

(b) **Entity.** Service Provider represents and warrants that it is a limited liability company organized and existing under the laws of the State of Indiana. City represents that it is a public body organized and existing under the State of Indiana.

10. Additional Services. If City and Service Provider agree that Service Provider shall provide services to City that are not included within the Services (the "Additional Services"), then City and Service Provider either shall: (a) amend this Agreement to include the Additional Services; or (b) enter into a new agreement with respect to the performance of the Additional Services. Until such time as there is either: (a) an amendment to this Agreement that includes the Additional Services; or (b) a new agreement with respect to the performance of the Additional Services; in either case executed by City, City shall have no obligation to compensate Service Provider for the performance of the Additional Services.

11. Assignment and Subcontracting. Service Provider shall not assign this Agreement without the prior written consent of City, which consent may be withheld in City's sole discretion. City may assign this Agreement without the prior written consent to any agency or instrumentality of the City. City otherwise shall not assign this Agreement without the prior written consent of Service Provider, which consent may be withheld in Service Provider's sole discretion. In the event that any subcontractors are engaged by Service Provider, Service Provider shall remain solely responsible for managing, directing, and paying the person or persons to whom such responsibilities or obligations are subcontracted or delegated. City shall have no obligation whatsoever toward such persons or entities. Service Provider shall take sole responsibility for the quality and quantity of any

services rendered by such persons or entities. In the event of any assignment, subcontracting, or delegation in accordance with this Section, City or Service Provider shall remain liable to Service Provider or City, respectively, for the performance such obligations. Nothing herein shall be construed as creating any personal liability on the part of any officer, agent, official, or employee of City.

12. Nondiscrimination. In connection with the performance of this Agreement, Service Provider shall not discriminate against any employee, applicant for employment, and/or other person in the subcontracting and/or performance of the Services with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. No notice or cure period shall apply with respect to the obligation of Service Provider under this Section, and a default under this Section shall be an immediate event of default.

13. Conflict of Interest. Service Provider certifies and warrants to City that neither Service Provider nor any of its officers, agents, employees, or subcontractors who participate in the performance of any Services has any conflict of interest with City.

14. Debarment. Service Provider certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any federal assistance program by any federal department or agency, or by any department, agency or political subdivision of the State of Indiana (the "State"). The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Service Provider. Service Provider certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in Indiana Code § 5-22-16.5. Service Provider shall provide immediate written notice to City if, at any time after entering into this Agreement, Service Provider learns that its certifications were erroneous when submitted, or Service Provider is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to Indiana Code § 5-22-16.5, or voluntarily excluded from or becomes ineligible for participation in any federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein. Service Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any federal assistance programs by any federal department or agency, or by any department, agency, or political subdivision of the State.

15. Notice. All notices required to be delivered hereunder shall be in writing, and shall be deemed to have been delivered when: (a) delivered in person; (b) sent by facsimile, with electronic confirmation of receipt; or (c) sent by nationally recognized overnight carrier; in any case addressed as follows: (a) to City at: 2728 East 171st Street, Westfield, Indiana 46074; Attn: Jenell Fairman; with a copy to City of Westfield Chief of Legal, Kaitlin Glazier, 2728 East 171st Street, Westfield, Indiana 46074 and (b) to Service Provider at 115 N. 17th Avenue, Beech Grove, Indiana; Attn: Trent Newport. Either party may change its address for notice by written notice delivered to the other party as provided in this Section. Notwithstanding the foregoing, City may orally provide to Service Provider any notice required or permitted by this Agreement; provided that such notice also shall be delivered as required by this Section within 10 business days after the date of such oral notice.

16. Force Majeure. If Service Provider or City is unable to be perform, satisfy, or observe any of its respective obligations under this Agreement as a result of any cause that is not within the reasonable control of Service Provider or City, respectively, and does not result from the fault or negligence of Service Provider or City, respectively (including, without limitation, unusually inclement weather, acts of God, the unusual unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers), then: (a) such performance,

satisfaction, or observance shall be excused for the period of days that such performance, satisfaction, or observance is delayed or prevented; and (b) the deadlines for performance, satisfaction, or observance, as applicable, shall be extended for the same period.

17. Limitation of Liability. In no event shall either Party be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). This Section shall apply regardless of the form of the claims asserted, whether in contract, statute, tort, or otherwise. The terms and conditions of this Section shall survive the termination or expiration of this Agreement.

18. Decisions. City acknowledges and agrees that the Services may include advice and recommendation, but that all decisions in connection with the implantation of such advice and recommendations shall be the sole responsibility of, and made by, City. Service Provider shall not perform management functions or make management decisions for City. City shall render decisions and approvals and provide information in a reasonably timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services. Pursuant to Exhibit A, Service Provider will work cooperatively and collaboratively with City to develop a schedule for the performance of the Services, including timeframes for decision making by City.

19. Compliance with E-Verify. Pursuant to Indiana Code Title 22, Article 5, Chapter 1.7 or such successor provisions, the Service Provider shall enroll in and verify the work eligibility status of all newly hired employees of Service Provider through the E-Verify Program (the "Program"). The Service Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Further, the Service Provider must execute an affidavit which affirms that the Service Provider does not knowingly employ an unauthorized alien and confirms the Service Provider's enrollment in the Program, unless the Program no longer exists. The Service Provider must file such executed affidavit with Owner prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is delivered to City.

20. Third-Party Usage. Any advice, recommendations, information, deliverables, or Work Product provided to City under this Agreement is: (a) for the sole use of City; and (b) not intended to be relied upon by any third party. Except to the extent required by Law, City shall not disclose or permit access to such advice, recommendations, information, deliverables, or Work Product to any third party without Service Provider's prior consent, which consent shall not be withheld unreasonably.

21. Active Files. Service Provider may use models, electronic files, and spreadsheets with embedded macros created by Service Provider in providing the Services. If City requests a working copy of any such model, electronic file, or spreadsheet, then Service Provider, at its discretion, may make the same available to City for City's internal use only, in which case the same shall be considered a deliverable hereunder.

22. Confidential Information. Information relating to the Services contemplated pursuant to this Agreement, including information shared or transmitted between the Parties pursuant to this Agreement ("Confidential Information"), unless in the public domain, shall be kept confidential by Service Provider and shall not be disclosed or made available by Service Provider to third parties without the written consent of the City, unless so required by court order. Service Provider and its contractors warrant that they shall use reasonable care to ensure that any Confidential Information, to which Service Provider has obtained possession or knowledge of in connection with this Agreement (from the City) will not be disclosed to any third parties, in whole or in part, without the prior written permission of the City. Service Provider may disclose Confidential Information to representatives of Service Provider who need to know such information to provide the Services to the City, who agree to keep such Confidential Information confidential pursuant to the terms of this

Agreement. Service Provider shall use Confidential Information of the City solely for the purposes of providing the Services under this Agreement. Service Provider shall not have the obligation to maintain the confidentiality of any Confidential Information that: (a) is lawfully obtained by Service Provider from a third party that, to the knowledge of Service Provider, did not acquire the information under an obligation of confidentiality; (b) is at the time of disclosure, or thereafter, becomes publicly known through no act or omission by Service Provider or its employees; or (c) is independently developed by Service Provider or its employees or agents who did not have access to Confidential Information of the City. Upon the City's request, Service Provider will immediately return or destroy any and all Confidential Information that has been provided to it by the City. Notwithstanding the foregoing, Service Provider shall not be required to erase Confidential Information that has been saved to a back-up file in accordance with its ordinary document retention policies and procedures and may continue to store Confidential Information solely for such purpose and for such period as required to comply with such policies and procedures and any applicable law or regulation. Service Provider agrees to maintain the confidentiality of the Confidential Information during the term of this Agreement, including any renewals or extensions thereof, and for five (5) years following the expiration or termination, including any renewals or extensions, of this Agreement.

23. Indemnification.

Service Provider agrees to indemnify, and hold harmless the City and its respective officers, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent to the extent caused by any negligent or wrongful acts or omission or breach of any provision of this Agreement by the Service Provider or any of its officers, agents, employees, or contractors.

Such indemnity shall include reasonable attorney's fees and costs and other expenses to the extent caused therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. City shall not provide such indemnification to Service Provider, provided, however, that Service Provider shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the City. Notwithstanding anything to the contrary set forth herein, the obligations of the Parties under this Section 23 shall survive the termination of this Agreement. The duty defend shall not apply to professional liability claims made against an indemnitee.

24. Non-Appropriation. Notwithstanding any other provisions of this Agreement, the Parties acknowledge that City is a governmental entity whose funds are subject to appropriation by its fiscal body. If at any time during the Term of this Agreement, City or its fiscal body should fail to appropriate sufficient funds to make payments under this Agreement: (a) the Agreement shall immediately terminate and become null and void; and (b) City shall not be obligated to perform under this Agreement unless and until sufficient funds are appropriated. City agrees to seek funding for the continuation of this Agreement during each budget cycle during the Term. City shall inform Service Provider in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all Services provided prior to the exhaustion of appropriated funds. In the event of termination of this Agreement pursuant to this Section 24: (A) Service Provider shall be entitled to receive all Monthly Fees and Reimbursable Expenses payable through the date of termination, as such date is determined pursuant to this Section 24, and (B) the foregoing shall be the sole remedies available to Service Provider in connection with any such termination. This provision shall survive any termination of this Agreement.

25. Miscellaneous. Time is of the essence of this Agreement. Unless "business day" is specified, the term "day" as used herein means a calendar day. The term "business day" means any

day other than a Saturday, Sunday, or federal or state holiday. If the last date for any act to be performed hereunder falls on a Saturday, Sunday, or federal or state holiday, then the time for performance shall be extended to the next business day. This Agreement is the final expression of the complete agreement between City and Service Provider. There are no oral representations, warranties, agreements, or promises pertaining to the Services and the other subject matter hereof not incorporated in writing in this Agreement. This Agreement may be amended, modified, or supplemented only by a writing signed by both the City and the Service Provider. The section headings herein are for convenience and shall not be considered in any way to affect the interpretation of this Agreement. This Agreement shall: (a) bind, and inure to the benefit of, City and Service Provider and their respective successors and assigns; and (b) be governed by, and construed in accordance with, the laws of the state of Indiana (the "State"). This Agreement shall not be construed to create a contractual relationship with, give rights or benefits to, or create a cause of action in favor of, anyone other than the parties hereto. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that the Agreement may have been prepared primarily by counsel for one of the parties, it being recognized that both City and Service Provider and their respective counsel have contributed substantially and materially to the preparation of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. The Parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement. Each of the undersigned represents that he or she has: (a) the authority to bind City or Service Provider, as applicable; and (b) the proper power and authority to execute this Agreement. All Exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument. A facsimile or email transmission of a duly-executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Service Provider waives, to the extent permitted under applicable law: (a) the right to trial by jury; and (b) any right Service Provider may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue.

[Signature page to follow.]

IN WITNESS WHEREOF, City and Service Provider have executed this Agreement as of the Effective Date.

CITY:

City of Westfield, Indiana

By: _____
Christopher McConnell
Director of Parks and Recreation

SERVICE PROVIDER:

CrossRoad Engineers, PC

By:  _____
Trent Newport, PE, PS, President

INDEX OF EXHIBITS

Exhibit A	Description of the Services
Exhibit B	Schedule of the Services
Exhibit C	Schedule of Fees and Compensation
Exhibit D	Required Insurance

EXHIBIT A

SERVICES BY CONSULTANT

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation, Federal Highway Administration, and the City of Westfield.

The CONSULTANT shall be responsible for the following:

A. Engineering Personnel

For the fulfillment of all services outlined in our proposal, the CONSULTANT will provide one (1) fulltime Assistant Resident Project Representative, and Inspectors and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction records.

The Assistant Resident Project Representative will take directions from and report to the Local Public Agency's Project Coordinator on all matters concerning contract compliance and administration.

The Assistant Resident Project Representative will coordinate project activities with the Local Public Agency's Project Coordinator.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the Local Public Agency detailed documentation concerning its acceptability.

2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the Local Public Agency for notification to those who are expected to attend. Record for the Local Public Agency, as directed, minutes of such meetings. The

CONSULTANT shall be available for conferences as requested by the Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.

3. Liaison: Serve as the Local Public Agency's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the Assistant Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency by the Assistant Resident Project Representative.

4. Cooperate with the Local Public Agency in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.

5. Assist the Local Public Agency in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.

6. Assist the Local Public Agency in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.

7. Shop Drawings:

- a. Receive shop drawings and falsework drawings. Check for completeness.
- b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
- c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Local Public

Agency when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.

8. Review of Work, Inspection and Tests:

a. Conduct on-site inspections for the Local Public Agency of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.

b. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the Local Public Agency.

c. Verify that required testing has been accomplished.

9. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Local Public Agency.

10. Records:

a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.

b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the Local Public Agency.

c. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project.

d. Prepare the Final Construction Record and Final Estimate as required by the Local Public Agency.

13. Reports: Furnish to the Local Public Agency at periodic intervals, as required,

progress reports of the project, including the Contractor's compliance with the approved construction schedule.

14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Local Public Agency for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.

15. Project Responsibility: The Assistant Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.

16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the Local Public Agency. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.

17. Contract Administration: The CONSULTANT will administer the contract in accordance with the Local Public Agency's procedures.

For purposes of this section the following definitions shall be used:

Director - Any member of the board of directors of a corporation.

Officer - The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

Owner - A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

EXHIBIT B

Schedule of the Services

The services described in Exhibit A will be performed by the Service Provider via the following schedule, subject to the cooperation of and the collaboration with the City:

The timeline was based off of a construction schedule provided by Wilhelm which shows construction occurring during the following dates: May 15, 2026, to December 31, 2026 and March 15, 2027 to June 7, 2027. The schedule of services will last for the duration of the proposed construction timeline for the reconstruction of Park Street.

EXHIBIT C

Schedule of Fees and Compensation

EXHIBIT C

Westfield Park Street

City of Westfield
Estimated Costs for Construction Inspection

ACTIVITY		DIR	SR PROJ MANAGER	SR PROJ ENGINEER	ASSIST. RESIDENT PROJ. REP.	PROJECT INSP (REA)	ASST. PROJECT INSPECTOR	CADD TECH
Construction Duration (2026)	33 wks	33	264	66	1485	810	675	0
Construction Duration (2027)	8 wks	8	64	16	360			0
Complete Final Record (2027)	2 wks	2	16		40			10
TOTAL HOURS		43	344	82	1885	810	675	10

The proposed fee for these estimated hours is as follows:

DIRECT LABOR COSTS --

<u>Personnel Class</u>	<u>Billing Rate</u>	<u>Total Hours</u>	<u>Direct Labor Costs</u>
Director (2026)	\$206.00	33	\$6,798.00
Director (2027)	\$216.00	10	\$2,160.00
Senior Project Manager (2026)	\$181.00	264	\$47,784.00
Senior Project Manager (2027)	\$190.00	80	\$15,200.00
Senior Project Engineer (2026)	\$153.00	66	\$10,098.00
Senior Project Engineer (2027)	\$161.00	16	\$2,576.00
Resident Proj. Rep. (2026)	\$162.00		\$0.00
Resident Proj. Rep. (2027)	\$170.00		\$0.00
Assist. Resident Proj. Rep. (2026)	\$152.00	1485	\$225,720.00
Assist. Resident Proj. Rep. (2027)	\$160.00	400	\$64,000.00
Project Inspector (2026)	\$144.00		\$0.00
Project Inspector (2027)	\$151.00	0	\$0.00
Asst. Project Inspector (2026)	\$102.00	675	\$68,850.00
Asst. Project Inspector (2027)	\$107.00	0	\$0.00
CADD Technician (2027)	\$131.00	10	\$1,310.00
TOTAL DIRECT LABOR COSTS			\$444,496.00

DIRECT NON - LABOR COSTS --

MILEAGE			<u>Direct Non-Labor Costs</u>
Budgeted mileage rate is	\$0.72 /mile		
Director (2026 and 2027)	60 miles/wk x 33 weeks		\$1,425.60
Senior Project Manager (2026 and 2027)	180 miles/wk x 43 weeks		\$5,572.80
Assistant Resident Proj Rep(2026 and 2027)	300 miles/wk x 43 weeks		\$9,288.00
Project Inspector (2026)	300 miles/wk x 18 weeks		\$3,888.00
Assistant Resident Proj Rep(2026 and 2027)	300 miles/wk x 15 weeks		\$3,240.00
Rundell Ernstberger Construction Administration	<u>Billing Rate</u> <u>Total Hours</u>		
Rundell Ernstberger Associates Project Inspector	\$130.00 810		\$105,300.00
Rundell Ernstberger Associates administration costs for shop drawing reviews, RFIs, and general questions.			\$15,000.00
			<u>\$143,714.40</u>
TOTAL ESTIMATED COSTS			\$588,210.40
USE			\$588,200.00

EXHIBIT D

Required Insurance

Upon execution of this Agreement, and prior to the Service Provider's commencement of any work or services with regard to the Services, Service Provider shall furnish the City with certificates evidencing such insurance meeting the following specifications:

Service Provider shall provide to the City evidence of insurance meeting the following specifications for Workers' Compensation, Employers liability, Commercial General Liability, Automobile Liability, Umbrella Liability and Professional Liability, if applicable.

1. Workers Compensation Insurance coverage in accordance with statutory requirements.

2. Employers Liability Insurance with limits of not less than \$500,000 Each Accident, \$500,000 Disease Each Employee, \$500,000 Disease Policy Limit.

3. Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing coverage) naming the City as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of City and shall provide for 30-day notice of any cancellation thereof by Service Provider. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City per the following:

- \$1,000,000 Each Occurrence (BI & PD Combined Single Limit);
- \$1,000,000 General Occurrence (subject to per project general aggregate provision);
- \$1,000,000 Personal Injury Liability to include coverage for employee-related claims;
- \$1,000,000 Products and Completed Operations Aggregate

4. Automobile Liability Insurance with a combined single limit of \$1,000,000 per accident naming City as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of City, and shall provide for 30-day notice of any cancellation thereof by Service Provider.

5. Umbrella Liability Insurance with an aggregate and per occurrence limit of \$2,000,000, which shall be excess over the Employers Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance and shall name City as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of City and shall provide for 30-day notice of any cancellation thereof by Service Provider.

Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured liability including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.



2910 West Minnesota Street
Indianapolis, Indiana 46241
Telephone: (317) 248-8371
Fax (317) 244-4507

DATE: 3/2/2026

TO: CHRISTOPHER MCCONNELL
WESTFIELD PARKS DEPARTMENT

FROM: TOM FANSLER IV
VICE PRESIDENT

PROJECT: SIMON MOON ETS DISTRIBUTION LINES AND WATER LEVEL CONTROL SYSTEM

SMOCK FANSLER CORPORATION WILL PROVIDE ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY FOR COMPLETION OF THE WORK PER THE SCOPE, SCHEDULE, EXCLUSIONS, TERMS AND NOTES LISTED BELOW.

\$91,624.00

SCOPE:

SURVEY AND LAYOUT
REMOVE ALL OF THE 2" DISTRIBUTION PIPING OF EACH POND (8 LOCATIONS)
CUT THE EXISTING 3" DISTRIBUTION PIPE AND INSTALL A 3"X3"X2" TEE ON THE 3" VERTICAL PIPE WITH A 3" PLUG ON THE TOP.
INSTALL THE 2" DISTRIBUTION PIPING AT 6" BELOW THE CONCRETE BEAM AT THE OUTFALL. INSTALL 8 REBAR TIE DOWNS PER LOCATION
REGRADE THE AFFECTED AREAS.
PROVIDE AND INSTALL A CONTROL PANEL, REMOTE WATER LEVEL SENSOR, AND SWITCH FOR THE WELL PUMP
FURNISH AND INSTALL A 6" DIAMETER PIPE FROM THE WELL PUMP TO THE WEST POND FOLLOWING A PATH SIMILAR TO THE FLEXIBLE DISCHARGE HOSE

SCHEDULE:

FROM DATE OF EXECUTED AGREEMENT, PLEASE ALLOW 30 DAYS FOR MATERIAL ACQUISITION AND 30 DAYS FOR INSTALLATION

EXCLUSIONS:

SEEDING,
OFFHAUL OF HAZARDOUS MATERIALS.
ANYTHING NOT SPECIFICALLY LISTED ABOVE.
WORK DOES NOT INCLUDE OVERTIME OR HOLIDAY PAY.
ANY UNFORSEEN UNDERGROUND OBSTRUCTIONS OR UTILITIES.

TERMS:

PAYMENT 30 DAYS FROM DATE OF INVOICE
WE WILL SUBMIT A MATERIAL INVOICE WITHIN ONE WEEK OF THE EXECUTED AGREEMENT
NO RETAINAGE

NOTES:

WE WILL TAKE ADVANTAGE OF WEATHER AND EARLY MATERIAL DELIVERY TO EXPEDITE THE PROJECT

SMOCK FANSLER CORPORATION

CITY OF WESTFIELD

By: _____

By: _____

Date: _____

Date: _____

Quality Building from the Ground Up Since 1921