



CITY OF WESTFIELD, IN
Board of Public Works_Meeting_Agenda_11_22_2021

Monday, November 22, 2021 at 08:00 AM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Monday, November 22, 2021 at 08:00 AM

MEETING PLACE: Westfield City Hall- Assembly Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF PUBLIC WORKS AND SAFETY

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action item #1:

Approval of Minutes from October 27, 2021 Meeting

Documents: [October 27 Minutes](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

City of Westfield & Pure SEP - Road Impact Fee Agreement

Documents: [Pure SEP Road Impact Fee Credit Agreement](#) | [SEP RIF Exhibit A](#) | [SEP RIF Exhibit B](#) | [SEP RIF Exhibit C](#)

Action Item #3:

City of Westfield & V3 Companies - Design & Engineering Contract for Simon Moon Park Expansion

Documents: [Design & Engineering Contract - Simon Moon Park Expansion](#)

Action Item #4:

City of Westfield & Hagerman – New Fire Department Building

Documents: [WFD Agreement](#)

Agreements and/or Memorandum of Understanding (MOU)

NONE

Consent Agenda

WPD – Vehicle Trades & Disposal

Documents: [2021 November Vehicle Disposal](#)

November Bond Information

Documents: [Bond Information - November](#)

Department Reports

Fire

Police

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY October 27, 2021

The Westfield Board of Public Works and Safety met on September 29, 2021 at City Hall Assembly Rm. Present were, Jim Ake, Mayor Cook, Jack Russell, Bev Rawlings, Deputy Clerk and Chou-il Lee, representing legal counsel.

Mayor Cook called the meeting to order at 1:00 PM

AGENDA ITEMS:

Action Item #1: Approval of Meeting Minutes for September 29, 2021

Jack Russell made the motion to approve the minutes for September 29, 2021. Jim Ake seconded. Vote: Yes-3; No-0. Motion carries.

Action Item #2: Approval of Meeting Minutes (Special Meeting) for October 12, 2021

Jim Ake made the motion to approve the minutes for October 12, 2021. Jack Russell seconded. Vote: Yes-2; No-0. 1 abstain (J. Russell)

CONTRACTS/AGREEMENTS

Action Item #3: East Street Access Road Resurface RFQ Acceptance

Johnathon Nail presented this is a RFQ for the deep mill resurfacing of the parking lot on the Campus of Westfield, that was used for access to Bastian Court during the East Street Project. Three qualified contractors were sent a RFQ , with Midwest Paving being the lowest, most responsive at \$11,466.24.

Mayor Cook made the motion to approve RFQ. Jack Russell seconded. Vote: Yes-3; No-0. Motion carries.

AGREEMENTS AND/OR MEMORANDUM OF UNDERSTANDING (MOU)

NONE

CONSENT AGENDA:

October Bond Information

Approval of 2022 Board of Public Works & Safety Meeting Schedule

Jim Ake made the motion to approve the consent agenda. Jack Russell seconded. Vote: Yes-3; No-0. Motion carries.

DEPARTMENT REPORTS:

Fire- Rob Gaylor

Police- Joel Rush

Public Works- Johnathon Nail

With no further business Jim Ake made the motion to adjourn. Mayor Cook seconded.

Vote: Yes-3; No-0. Motion carries. The meeting was adjourned at 1:17 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety



November 9, 2021

To: Board of Public Works and Safety

From: Chief Joel Rush

Reference: Vehicle trades and disposal

The Westfield Police Department is seeking approval to dispose of the vehicles noted below through dealership trades. The agency will utilize credit received through the disposals to purchase additional public safety vehicles.

Vehicle	VIN	Color	Approximate Mileage
2013 Ford Explorer	1FM5K8AR2DGC62994	White	77,604
2014 Chevrolet Tahoe	1GNSK2E02ER168112	Silver	68,003
2014 Ford Explorer	1FM5K8AR5EGC37900	White	59,855
2014 Ford Explorer	1FM5K8A2EGC37899	White	98,954
2015 Chevrolet Tahoe	1GNLC2EC1FR609273	White	94,768
2015 Chevrolet Tahoe	1GNLC2EC1FR611167	White	79,585
2015 Ford Explorer	1FM5K8AR6FGB98526	White	100,694
2015 Chevrolet Tahoe	1GNLC2EC7FR609309	White	92,370
2015 Ford Explorer	1FM5K8AR8FGB98527	White	89,825
2015 Ford Explorer	1FM5K8ARXFG898528	White	86,702
2015 Ford Explorer	1FM5K8AR4FGB98525	White	84,400
2015 Ford Explorer	1FM5K8AR1FGB98529	White	84,389
2016 Ford Explorer	1FM5K8AR6GGA19273	White	92,657
2016 Chevrolet Tahoe	1GNLCDEC6GR313940	White	91,648
2016 Chevrolet Tahoe	1GNLCDEC4GR311846	White	83,695
2016 Chevrolet Tahoe	1GNLCDEC0GR312489	White	79,944
2017 Chevrolet Tahoe	1GNLCDECXHR342035	Silver	90,506



November 17, 2021

Consent Agenda Item:

Performance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Performance Bonds for the requested developments:

- Bradford Jacobs Westfield, LLC, The Learning Experience, Bond & Rider #ESD 400007, \$147,716.53, Demolition, Site Work, Drainage, Lighting, Landscaping, & Erosion Control
- Lennar Homes of Indiana, Westgate, Section 4, Bond #024256849, \$265,465.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, Westgate, Section 4, Bond #024256848, \$20,835.00, Common Area Walks
- Lennar Homes of Indiana, Westgate, Section 4, Bond #024256846, \$248,918.00, Asphalt Street
- Lennar Homes of Indiana, Westgate, Section 4, Bond #024256847, \$41,629.00, Concrete Curb

Performance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Performance Bonds for release by the requested developer:

- NONE

Maintenance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Maintenance Bonds for the requested developments:

- Chatham Hills, LLP, Chatham Hills, Section 3, Bond #1089218, \$115,955.00, Streets/Curbs, Storm Sewer, & Erosion Control

Maintenance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Maintenance Bonds for the requested developments:

- NONE

Letter of Credit Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Letter of Credit for the requested developments:

- NONE

Letter of Credit Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Letters of Credit for the requested developments:

- Pedcor, Oak Park, Section 2, LOC #2018-019, \$887.80, Trail
- Pedcor, Oak Park, Section 2, LOC #2018-023, \$24,966.56, Streets/Curbs, & Sidewalks

Cash In Lieu/Development Agreement

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Development Agreement (Cash in Lieu) for the requested developments:

- NONE

ROAD IMPACT FEE AGREEMENT

This ROAD IMPACT FEE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2021, by and between the City of Westfield, Indiana, ("City"), a duly formed Indiana municipal corporation, and Pure SEP, LLC ("Developer") (collectively, the "Parties"). This Agreement is based upon the exchange of adequate, valuable consideration, the receipt of which is hereby mutually acknowledged.

WHEREAS, City desires to promote economic development and cause the improvement of certain rights-of-way, roads and trails in collaboration with the development community; and

WHEREAS, Developer desires to assist City in its efforts to improve the Westfield road and trail network and infrastructure within certain real estate owned by Developer, more particularly identified in Exhibit A (the "Real Estate"), attached hereto and incorporated herein; and

WHEREAS, as part of the development of the Pure SEP, LLC. Project, road impact fees are required to be paid to the City by the Developer in accordance with City Ordinance 17-43; and

WHEREAS, the Developer desires to construct and the City desires the Developer to construct road and trail improvements associated with the real estate, as identified in Exhibit B ("Improvements") in exchange for impact fee credits, accordance with Exhibit C, both exhibits which are attached and incorporated herein by reference; and

WHEREAS, Developer desires to accommodate the City's request for the Improvements, in exchange for a road impact fee credit or reimbursement associated with the development of the Real Estate; and

WHEREAS, Developer shall donate the property of said Improvements to the City after construction of the improvements at no cost to the City; and

NOW THEREFORE, in consideration of the foregoing and of mutual covenants and agreements herein contained, which are incorporated herein as if restated, and other

valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties now stipulate and agree as follows:

1. Developer shall, at the Developer's sole expense, construct the Improvements, as identified in Exhibit B, consistent with the City's prescribed measure for construction of these types of improvements. Any incomplete improvements by the Developer shall be subject to any applicable permits, financial guarantees, and inspections by City. Developer shall receive credits for any improvements, identified in Exhibit B, prior to approval of this agreement.

2. Developer shall dedicate the Real Estate and Improvements to the City at no cost to the City.

3. Developer shall provide all receipts and an itemized account of expenses to support the total cost for the acquisition of the Real Estate and construction of the Improvements to City.

4. Upon authorization by Director of Public Works, City shall issue a RIF credit to Developer in an amount not-to-exceed \$434,470.00 in accordance with Exhibit C. Whereas, \$310,880.00 shall be paid to the developer within 30 days after approval of this agreement.

5. The parties acknowledge and agree that the remaining \$123,589.00 in RIF Credit shall be accounted for in one of the following ways, at the Developer's sole discretion:

For any building permits issued to the Developer for the improvements on the Real Estate, the City shall calculate the applicable road impact fee that would have been collected from each of the issued building permits which will be credited from the RIF Credit until such time as the Road Impact Fee is completely recognized or the RIF Credit is completely accounted.

For any building permits issued to a party other than the Developer for Improvements on the Real Estate, the City shall collect the applicable road impact fee for each issued building permit and those funds shall be reimbursed to the Developer within 45 days of receipt. Such reimbursements shall continue until such time as until such time as the RIF Credit is completely accounted. Nothing in this Agreement contemplates, nor do the Parties intend to benefit a third-party beneficiary through this Agreement.

6. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to Westfield:

City of Westfield
Attn: Jeremy Lollar,
Director of Public Works
2706 East 171st Street
Westfield, IN 46074

With a copy to:

Taft
Attn: Blake J. Burgan
One Indiana Square, Suite 3500
Indianapolis, IN 46204

If to Developer:

Traci Dossett
SEP
Four Carter Green – Suite 400
Carmel, IN. 46032

With a copy to:

Drew Sanders
Pure Development
815 E 65th St.
Indianapolis In. 46220

With a copy to:

Larry Gigerich
9 Municipal Dr.
Suite One
Fishers, IN. 46038

7. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.

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

9. Developer agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of 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 the Agreement.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original for all purposes hereof. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby and supersedes any other prior or simultaneous agreement related to such matters.

11. The Developer authorizes the City to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City, and shall reasonably cooperate with the City in effectuating that recording.

12. This Agreement may be enforced by the City, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana, or the Federal District Court for the Southern District of Indiana. The City shall be entitled to its costs and reasonable attorneys' fees for efforts undertaken to enforce this Agreement.

13. Each undersigned person attests, subject to the penalties for perjury, that he is the properly authorized representative, agent, member, that he has not, nor has any other member, employee, representative or agent, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

14. Each Party agrees to indemnify and hold harmless the other Party and the officers, agents, servants, and employees of such entity, in their official and personal capacities from and against any and all claims, demand, actions, causes of action, judgment, loss, costs, damages, injuries and expenses (including reasonable attorneys' fees) except for those arising out of or related to a Party's gross negligence or intentional wrongful conduct in its performance under this Agreement.

15. Developer may not assign this Agreement or any portion hereof without the City's prior written consent, by and through the City of Westfield's Board of Public

Works and Safety. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[The remainder of this page is intentionally blank]

On _____, 2021 the Westfield Board of Public Works and Safety
authorized the Director of the Public Works Department to execute this Agreement.

Pure SEP, LLC.

**City of Westfield,
Hamilton County, Indiana**

By: _____

By: _____

Printed Name: _____

Jeremy Lollar, Director

Title: _____

Public Works Department

Date: _____

Date: _____

EXHIBIT A
PROJECT SITE

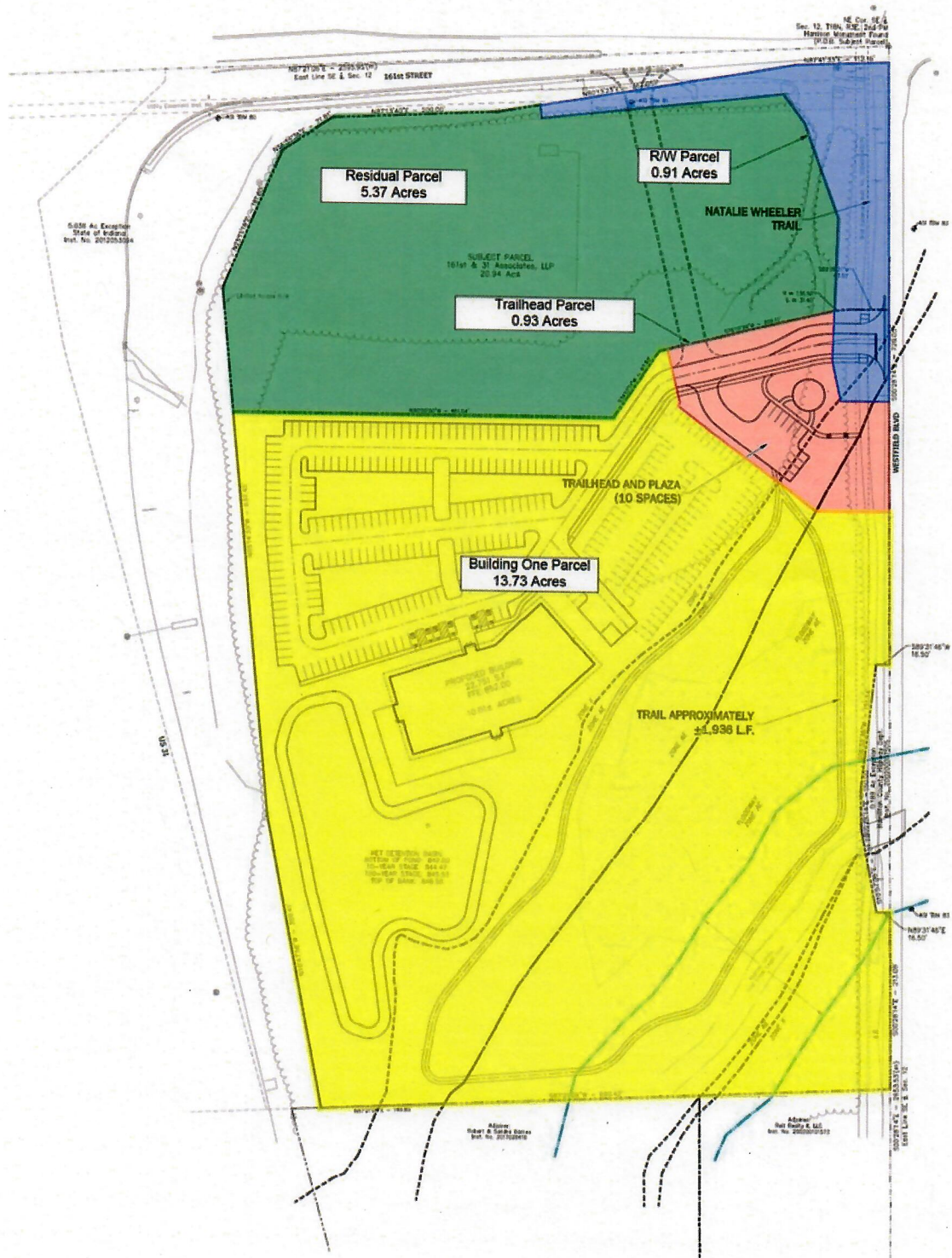


EXHIBIT B

PROJECT SITE

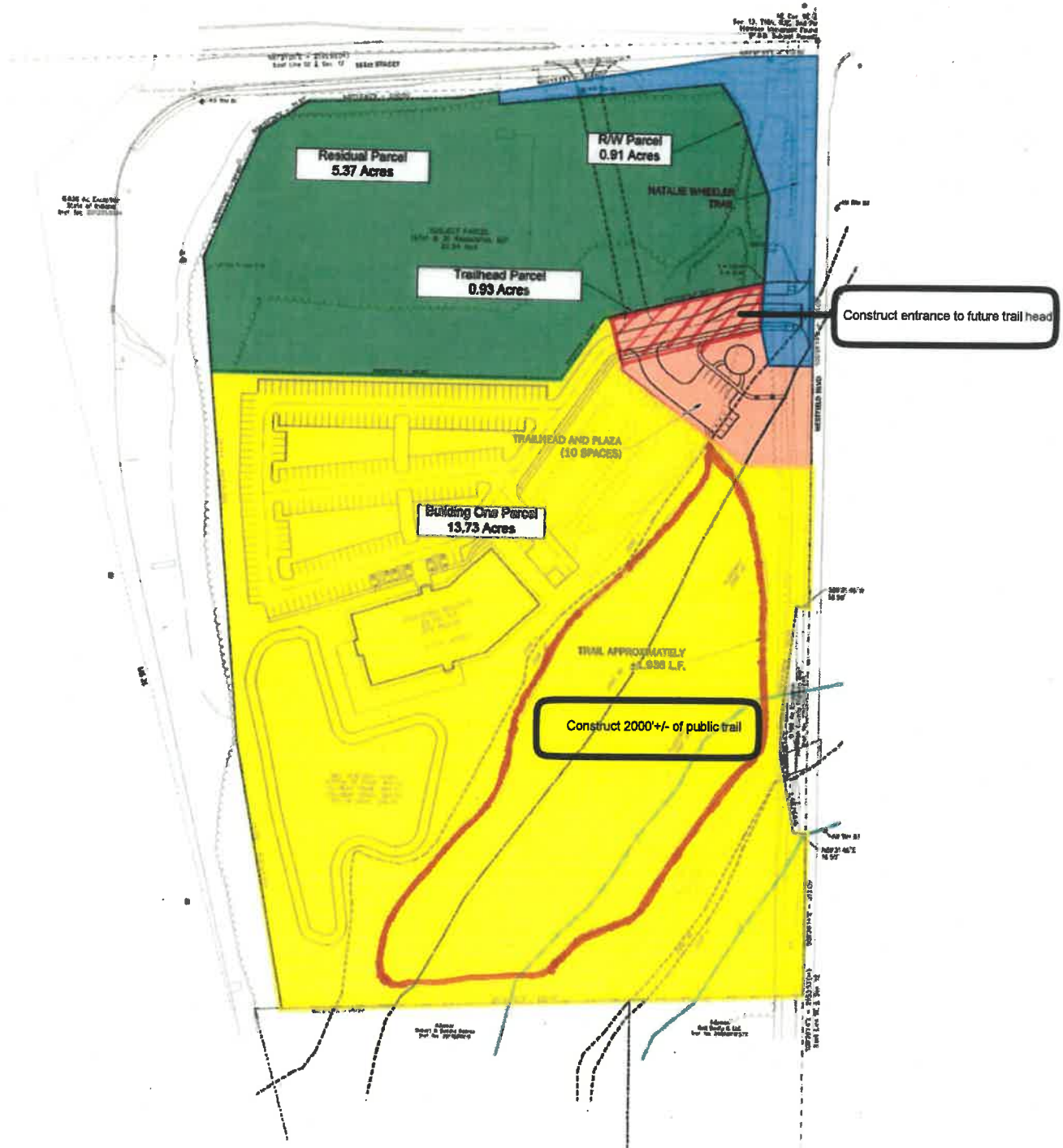


EXHIBIT C

SEP Road Impact Fee Creditable Improvements	
Trail and Trailhead improvements	\$ 322,350.00
Cost to Construct Entrance	\$ 112,120.00
Total Credits	\$ 434,470.00



10 November 2021

Mr. Jeremy Lollar
City of Westfield
Department of Public Works
2706 E. 171st Street
Westfield, Indiana 46074

RE: Professional Design and Consulting
Simon Moon Park | Westfield, Indiana

Dear Mr. Lollar:

On behalf of V3 Companies, Ltd., we are pleased to submit this Scope of Services for Professional Design and Consulting specifically including Survey, Landscape Architecture, Architecture, and Civil Engineering Professional Services on the project known as Simon Moon Park (PROJECT). If you find these terms 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 City of Westfield, Department of Public Works (CLIENT) and V3 Companies, Ltd. (V3) for services on this PROJECT.

PROJECT UNDERSTANDING

Located on approximately 38 acres on the north side of 171st street and adjacent to the east bank of Cool Creek, the city owned property is home for Simon Moon Park, the City Services Building (which includes the Department of Public Works), and the recently reclaimed waste water lagoons located on the northern portion of the property.

In 2019, V3 was engaged to further develop a master plan for the expansion of the Simon Moon Park which currently lies immediately east of the City Services building on the north side of 171st street. At the center of the current park is a playground, shelter, and large sledding hill which offers safety concerns due to its southern orientation and proximity to 171st street. V3 was engaged to solicit feedback and further develop the plan for the park and did so by conducting a Charrette which engaged stakeholders from the community.

The updated master plan takes advantage of the reclaimed lagoons and transforms the entire area surrounding the City Services Building into a park with open water amenities, connections to the Midland Trace Trail, overlooks for wildlife viewing, etc. Additionally, the sledding hill will be enhanced and reoriented for safety, shelters will be added providing educational and recreational opportunities, and parking will be added to provide access to a larger portion of the public.

V3's team of professionals is excited to work with the City of Westfield to turn this park master plan into a reality.

COMPENSATION

SURVEY SERVICES	SCOPE EXHIBIT	FEE	BASIS
Topographic Survey	A	\$36,200	Lump Sum

BASE DESIGN SERVICES	SCOPE EXHIBIT	FEE	BASIS
Regional Stormwater Master Plan	B	\$38,000	Lump Sum
Schematic Design	B	\$280,000	Lump Sum
Design Development (<i>Site improvements</i>)	B	\$298,000	Lump Sum
Construction Documents and Specifications (<i>Site improvements</i>)	B	\$345,000	Lump Sum
Bid Phase Services	B	\$24,000	Lump Sum
ALTERNATE DESIGN SERVICES (as needed)			
Design Development (<i>Architecture, MEP, and Structural - 2 Shelters</i>)	B	\$15,000	Lump Sum
Construction Documents and Specifications (<i>Architecture, MEP, and Structural - 2 Shelters</i>)	B	\$27,000	Lump Sum
Graphic Support	B	\$10,000	Estimate – Time & Materials

MISCELLANEOUS EXHIBITS		
EXTENT OF AGREEMENT	EXHIBIT C	
STATUATORY REQUIREMENTS	EXHIBIT D	
V3 STANDARD BILLING RATE SCHEDULE	EXHIBIT E	
GENERAL TERMS AND CONDITIONS	EXHIBIT F	

MISCELLANEOUS CONTRACTUAL ITEMS

The fee and completion schedule stated herein is valid for 90 days from the date of this agreement. If the 90 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.

We appreciate the opportunity to be of service and look forward to continuing working with you on this project.

Sincerely,
V3 COMPANIES, LTD.



James O. Rinehart, P.E.
Design Group Leader



Neil B Myers
Vice-President

JOR/NM

Accepted For:
City of Westfield - Department of Public Works

By: _____

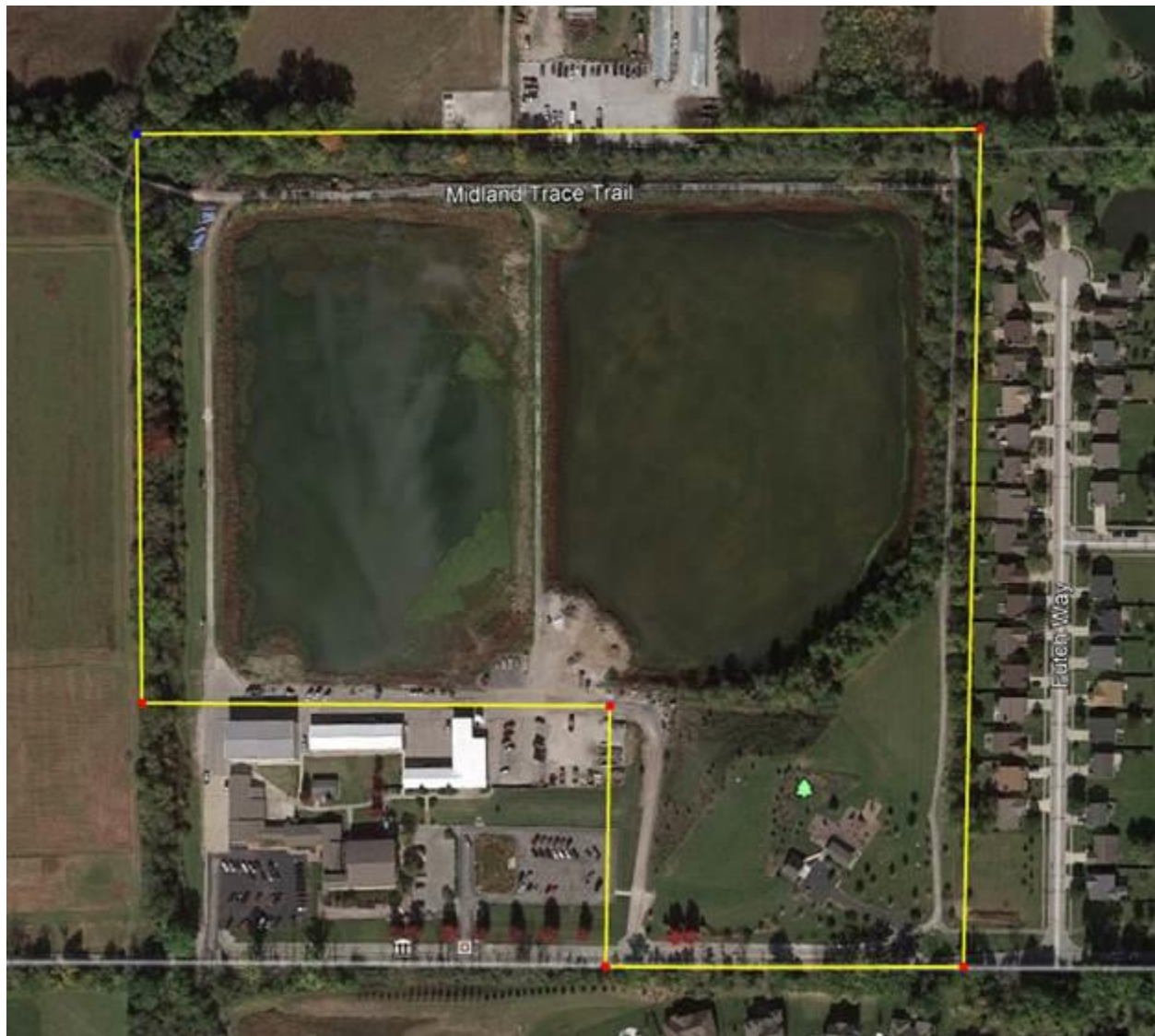
Title: _____

Date: _____

EXHIBIT A | Survey Services

TOPOGRAPHIC & RETRACEMENT SURVEY

V3 will prepare a topographic and retracement survey of the area surrounding the City Services Building located on the north side of 171st street. The boundary of the survey shall include the area outlined in the aerial image below.



THE TOPOGRAPHIC AND RETRACEMENT SURVEY SHALL INCLUDE:

1. Record a minimum of two (2) permanent benchmarks at the site. Elevations shall be referenced to a datum commonly acceptable to the reviewing government agency. Description of the source benchmark to which the new benchmarks are tied shall be indicated on the survey.
2. A contour survey with 1'-0" contour intervals shall be prepared from field spot elevations. Spot elevations obtained in the field shall be of sufficient quantity to generate a contour survey which represents the ground surface. Additional elevations shall be indicated on the Survey as required to establish accurate profiles (including all changes or breaks in grade) and cross-sections of walks, curbs, gutter, pavement edges, and centerlines.
3. Finished floor or top of foundation elevation(s) of existing buildings within the Survey Area.
4. Spot elevations shall be shown to the nearest 0.01 foot on all "hard surfaces" and utility structures. Spot elevations in unpaved areas such as grass and dirt shall be accurate to the nearest 0.1 foot.
5. Pavement types such as concrete, asphaltic concrete, gravel, etc. shall be indicated.
6. Existing improvements, buildings, and surface features shall be located.
7. No individual tree survey included in the scope of topographic surveying services presented herein. Only general outlines of tree and brush limits shall be shown.
8. Mean elevations of water in retention ponds, lakes, or streams shall be shown as depicted at the time the survey field work was conducted.
9. Top of curb, flow line, and edge of pavement elevations of all roadways and streets within the survey area.
10. Roadway striping, of all roadways and streets within the survey area.
11. Wetland flags, if present, shall be located. CLIENT shall provide V3 a sketch showing the approximate shape, location, and point range of each wetland before any field work is started. If V3 is delayed or if an additional trip is necessary to locate the wetland flags after the field survey work has been completed, it will be considered an Additional Service.
12. Per Indiana Administrative code include iron rods with caps to be set at each perimeter corner.

The Topographic and Retracement Survey will incorporate information on existing utility systems adjoining or contained within the Survey Area which are obtained from town/city departments or utility companies responding to written or verbal requests for utility records through the Indiana Underground Plant Protection Service (IUPPS) Process and available for the Companies of Indiana use at the time of the survey. Records or atlas information that is provided to V3 after completion of the survey can be provided to the CLIENT or engineer.

Field markings by the Indiana Underground Plant Protection Service (IUPPS) members, which are coordinated by others, shall be shown on the survey if present and practical at the time of survey.

The following list contains typical information provided for the specific utilities located which are above ground and visible at the time of the survey. Snow cover, earth or construction debris covering typically above ground structures may not be located.

1. Sanitary and Storm Sewers: Size, type, and direction of pipes; rim and invert elevations. Location of manholes, inlets, catch basins, and end sections.
2. Water Mains: Top of pipe elevations (if available), location of valves and hydrants.
3. Gas Mains: location of valves marked underground locations.
4. Telephone, Electric, Pedestals, Transformers Street Lights, and Cables.
5. Utilities not listed above and occurring within the Survey Area shall be shown in a similar manner.
6. Visible evidence of field tiles.

Utilities and improvements shall be shown based on visible field verified structures, in coordination with atlas information provided by utility companies through IUPPS's location process, if available. V3 shall only show underground utility lines between structures that are located in the field and appear to be connected. In areas where structures are not shown connected, V3 recommends that the CLIENT contract a specialist to perform a die test or other sub terrain exploratory test.

Upon completion of the survey, V3 shall email survey for CLIENT'S review. Once approved, V3 shall mail up to six (6) prints to the CLIENT if requested. Any delivery method other than US Mail shall be charged as a reimbursable expense. In addition to the professional services fee set forth above, V3 shall be compensated for **110%** of reimbursable expenses such as printing, postage, messenger service, parking fees, and other similar, project-related items.

Bathymetric Survey

A Large portion of site is currently occupied by open water that exists as a result of two historic waste water lagoons on the site. The city plans to reclaim portions of these lagoons, regrade shores and adjust basin topography to enhance the water ecosystem. To accurately account for earthwork and proposed grading improvements, V3 will perform a bathymetric survey which will be tied into the remaining topographic survey for the site. The Bathymetric Survey will include:

- Spot elevations throughout the basin. V3 will attempt to collect this information to the nearest 0.1 foot.
- Elevation contours with 1'-0" intervals based from field spot elevations. Spot elevations obtained in the field will be of sufficient quantity to generate a contour survey, which properly represents the ground surface. Additional elevations will be indicated on the survey as required to establish accurate profiles (including all changes or breaks in grade).
- Bathymetric Survey will be tied into the overall survey for the surrounding ground.

EXHIBIT B | Design Services

REGIONAL STORMWATER MASTER PLAN

During the charrette process, V3 completed a desktop analysis for the surrounding watershed. Simon Moon Park lies on the east bank of Cool Creek and is at the downstream end of the watershed. Immediately to the east and northeast of the park lie two planned developments which have incorporated stormwater management into their design in the form of ponds. These ponds discharge into an open regulated drain that flows west into Cool Creek along the north property line. Immediately to the north of the regulated drain and on the south side of S.R. 32 are a few businesses that currently drain into the open regulated drain without any known stormwater treatment.

V3 will investigate the potential opportunity to design the Simon Moon park in a manner to provide a regional stormwater benefit as well as enhanced access from the surrounding properties.

To accomplish this V3 will work with the City of Westfield, and the Hamilton County Surveyor's Office to determine whether there is interest in the following.

1. Rerouting the regulated drain into and through the Simon Moon park basins to provide further stormwater treatment and increase circulation through the ponds.
2. Develop a regional standard that allows future development to increase usable land by reducing / eliminating the need for onsite stormwater management.

During this phase V3 will complete the following tasks:

1. Desktop review
2. Existing conditions analysis and modeling
3. Proposed conditions analysis and modeling
4. Agency coordination
5. Develop final stormwater master plan.

SCHEMATIC DESIGN – (30%)

In 2019, V3 lead a charette to engage stakeholders in developing a vision for the park. The result of this exercise was the development of a park concept that V3 will use as the basis to further walk through the full design process. V3 will use the survey, further feedback from stakeholders, and any new information / changes in the past year to further refine the concept and develop a Schematic Design (SD) package based on detailed site features. V3 will include the following services during this phase:

Landscape Architecture and Civil Engineering

1. Perform a site visit to observe current site conditions.

2. Perform a detailed desktop review including review of codes, ordinances, existing maps, and other information to identify site constraints that may affect the site plan.
3. Meet with CLIENT to review the Charette master plan and determine adjustments (if any) realized since the development of the concept. V3 will also use this meeting to establish schedule, communication expectations, team introductions, etc.
4. Develop a preliminary material list and begin the process of coordinating with vendors on product selection, cost and availability.
5. V3 will prepare SD Plans based on the survey, site visit, desktop review, and client feedback in order to refine the overall PROJECT budget and to coordinate the development of the site plan with the PROJECT team. The SD Plans will include the following:
 - Preliminary Site Layout Plan showing property lines, setbacks, vehicular and pedestrian circulation, site amenities and furnishings, signage, and general approaches for planting, spatial development, and stormwater management. Elements such as signage, shelters, and site furnishings shall adhere to the CLIENT's standards, and generally be in conformance with the standards set during the charrette process.
 - Discuss with the CLIENT and determine the power needs for shelters, lighting, and security cameras.
 - Preliminary Grading Plan including the general elevations of all site features in order to explain vertical relationships, accessibility, and the flow of site stormwater.
 - Preliminary Utility Plan for site utilities within the proposed project limits, based on the direction of the CLIENT regarding utilities.
6. V3 will prepare a list of the jurisdictional agencies that will require permits, based on the Schematic Design.
7. Submit the plans and supporting documentation to the CLIENT electronically and one set of hardcopy plots.

As part of this phase V3 anticipates the need to adjust the concept design to ensure cost effective construction by making the changes necessary to minimize / eliminate the need for import or export of soil. Since the concept plan was completed based on limited topographic information, V3 anticipates that the location of features such as banks, hills and other hardscape items will need to be adjusted to accommodate this value focused design approach.

Architecture (Two Community Shelters)

1. Review Owner's preliminary program, budget, and project site, each in terms of the other, to ascertain the requirements of the project and provide preliminary evaluation. Architect shall notify Owner of any inconsistencies discovered in the information. Architect shall discuss with Owner alternative approaches to the design and construction of the project and reach an understanding regarding the requirements of the project.
2. Prepare and present for Owner's approval a preliminary design illustrating the scale and relationship of the project components.

3. Prepare two (2) concept designs in addition to (1) primary concept design for shelter houses that explore high end designs that may be beyond Owner's current budget so Owner can see what is possible with additional cost. If Owner chooses high end design Client will negotiate higher fee with Architect and their consultants for future phases of work described below to accommodate expanded scope.
4. Provide schematic level plans for Owner's approval including floor plans with room names, building elevations, initial code study, and typical wall section.
5. Provide one (1) exterior rendering of primary perspective of shelter house.
6. Participate in two (2) schematic design progress meetings.
7. Submit schematic design documents to Owner and request Owner's timely approval prior to commencing next phase of work.

MEP

1. Provide a narrative of the MEP systems proposed for the shelter facilities.

Structural

1. Provide a narrative of the Structural systems proposed for the facility.

At the completion of the Schematic Design Phase, V3 will develop an updated opinion of probable cost for the park.

DESIGN DEVELOPMENT – (60%)

V3 will perform the following services during this phase:

2. Meet with the CLIENT to review the Schematic Design plans and opinion of probable cost and respond to one (1) set of comments from the CLIENT.
3. Prepare Design Development Plans to include the following:
 - Refined Site Layout Plan showing property lines, setbacks, vehicular and pedestrian circulation paving, site amenities and furnishings, signage, plantings, and stormwater management as well as preliminary details for proposed elements. Elements such as signage, shelters, and site furnishings shall adhere to the CLIENT's standards.
 - Refined Grading Plan including contours and spot elevations to define all vertical relationships on the plan. V3 will perform a preliminary cut/fill analysis to determine the approximate earthwork quantities.
 - Refined Utility Plan with horizontal layout utilities within the proposed PROJECT limits. These plans will be completed in conjunction with the MEP Engineer.
 - Refined Electrical and Lighting Plans including (lighting for parking only):
 - A photometric plan that includes the light fixture and pole information, pole locations, and calculated lighting levels for parking areas.
 - V3 will assist the CLIENT in contacting the power company and determining the type, size, and location of the power service.

- Outline specifications for all elements included in the PROJECT design.
- 4. Prepare a Preliminary Stormwater Management Report to explain how the PROJECT design will comply with current stormwater regulations.
- 5. Further coordination with material suppliers to start the development of special details and specifications necessary to properly incorporate desired finishes. Material selection, and cost implications to be closely coordinated with CLIENT.
- 6. Develop a preliminary plan that identifies specific maintenance and operational needs for the park and park amenities.
- 7. Submit the plans and supporting documentation to the CLIENT electronically and one set of hardcopy plots.

Architecture (Two Community Shelters)

1. Provide design development level plans for Owner's approval. Plans will include floor plans, ceiling plans, roof plans, building elevations, code study, building sections, and typical wall sections with dimensions.
2. Participate in two (2) design development progress meetings.
3. Submit design development documents to Owner and request Owner's timely approval prior to commencing next phase of work.
4. Provide construction manual outline for systems detailed in drawings.

MEP

1. Provide drawings showing the major MEP equipment and preliminary schedules. Provide the first pass at the project specifications.

At the completion of the Detailed Development Phase, V3 will develop an updated opinion of probable cost for the park.

CONSTRUCTION DOCUMENTATION – (100%)

V3 will perform the following services during this phase:

1. Meet with the CLIENT to review the Design Development plans and respond to one (1) set of comments from the CLIENT.
2. Final coordination with utilities.
3. Final coordination with suppliers / vendors.
4. Prepare Final Construction Documents to include the following:
 - Existing Conditions.
 - Stormwater Pollution Prevention Plan to define erosion control measures to be implemented for the site to meet NPDES and local requirements.

- Demolition Plan.
 - Layout Plans locating property lines, setbacks, and all physical site improvements. Elements such as signage, shelters, and site furnishings shall adhere to the CLIENT's standards.
 - Site Grading Plans defining the vertical locations for all site improvements.
 - Site Utility Plans and details indicating horizontal and vertical layout within the proposed project limits.
 - Site Lighting Plans and details.
 - Construction Details, to explain the construction of proposed site improvements.
 - Planting plan and details indicating plant species, condition at time of installation, and location.
 - Technical Specifications.
5. Prepare a Final Stormwater Management Report including calculations for stormwater detention, volume control, and storm sewer design in conformance with City of Westfield stormwater ordinances.
 6. Prepare an Operations & Maintenance Manual for long-term maintenance of all stormwater best management practices (BMPs).
 7. Submit plans to the City of Westfield for a Technical and Administrative Plan review.

At the completion of the Construction Document Phase, V3 will utilize its contracting division to develop a final opinion of probable cost for the park.

BIDDING PHASE ASSISTANCE

V3 will perform the following services during this phase:

1. Attendance at the Pre-Bid Meeting.
2. During the bid phase, issue addenda as required to interpret, clarify or expand the Bid Documents.
3. Address contractor requests for information (RFI's) to provide the necessary clarity for bid.
4. Assist the CLIENT with evaluation of the bids.

EXHIBIT C | 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 of any kind outside of those described in in Exhibit A.
2. Archaeological or environmental consulting services.
3. Design services, modeling, or permitting associated with work within the existing regulatory floodway of Cool Creek.
4. Pump Station design for new water, stormwater, or wastewater systems.
5. Design of foundation drainage or building underdrain systems.
6. Gas, electric, and telephone service design for the proposed structures. V3 will include the location of these utilities on the Final Construction 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.
7. Geotechnical design or construction testing services.
8. LEED design or documentation.
9. This Scope of services was developed with the understanding that V3's team anticipates designing to a level of finish commensurate with the charrette master plan and associated opinion of probable cost. If it is determined that the City of Westfield desires to significantly enhance the level of finish requiring further design effort, V3 reserves the right to renegotiate the associated design fees.
10. 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.

EXHIBIT D | Statutory Requirements

E-VERIFY

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

NON-DISCRIMINATION

CONSULTANT agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee's hire, tenure, terms, conditions or privileges or 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 the Contract.



V3 COMPANIES BILLING RATE SCHEDULE

(Rates effective January 1, 2021 through December 31, 2021)

<u>Description</u>	<u>Hourly Rate</u>
Principal/Director	210.00
Senior Project Manager	205.00
Operations Director	200.00
Senior Estimator	200.00
Resident Engineer II	190.00
Resident Construction Manager II	185.00
Superintendent	170.00
Senior Ecologist	170.00
Project Manager II	170.00
Resident Construction Manager I	165.00
Project Manager I	155.00
Resident Engineer I	155.00
Construction Administrator III	150.00
Senior Project Engineer	145.00
Project Engineer II	140.00
Project Engineer I	135.00
Project Scientist II	130.00
Senior Construction Technician	130.00
Landscape Architect II	125.00
Landscape Architect I	115.00
Project Scientist I	115.00
Project Surveyor III	115.00
Senior Technician	115.00
Construction Technician III	115.00
Design Technician III	115.00
Engineer III	110.00
Project Surveyor I/II	110.00
Project Designer III	105.00
Scientist III	105.00
Construction Administrator II	105.00
Engineer I/II	100.00
Technician III	95.00
Designer I/II	90.00
Scientist I/II	90.00
Field Ecologist	85.00
Technician I/II	80.00
Project Coordinator	60.00
Survey Crew*	195.00

*Time is charged portal to portal



V3 COMPANIES

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.
- 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 engineering and/or other 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 without 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 change order or amendment to make changes in requirements, amount of work, or engineering 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 CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

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 fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. 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.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

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, 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 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. 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 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.

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. 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, 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 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

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.

12. 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.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, 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 \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. 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 Owner 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.

15. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.