



To: Board of Parks and Recreation
From: Mark Heintz – Director of Parks and Recreation
Date: February 18, 2025
Re: Centennial Park Clubhouse area process

It was previously decided that the Centennial Park Clubhouse facility would be demolished after golf operations moved into the new buildings at Centennial Park. This was additionally confirmed by the Town Council.

The Town's engineer, SEH, has been working to put some initial costs together for what will be required for demolition to occur while keeping electric and fiber optics available to service other areas of the park. To determine limits of demolition and prepare for future construction, it would be helpful to determine what will be redeveloped in that area of the park following demolition.

HWC Engineering previously developed a concept for redeveloping that area of the park as part of the 2024 parks and recreation master plan. Their familiarity with that discussion and the public input received as part of that planning process is seen as helpful in developing a plan for that area of the park.

Staff has been coordinating between SEH and HWC and has a coordination call scheduled for later this month. Attached is a scope of work defining the professional services agreement from HWC Engineering for the work related to the redevelopment of this area of Centennial Park.

Recommendation:

Staff recommends approving the professional services proposal from HWC Engineering dated February 11, 2025 pending no big changes to the scope based upon the coordination call with SEH AND HWC later this month and authorize the Director to sign the agreement.



135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
hwcengineering.com

Confidence in the built environment.

EXHIBIT A
SCOPE OF WORK
CENTENNIAL PARK – NEW PARK AMENITIES
TOWN OF MUNSTER
February 11th, 2025

General Description of Services:

This scope of services is being provided by HWC Engineering, Inc. (HWC) to the Town of Munster Parks and Recreation Department (CLIENT) for conceptual design related to new park amenities at Centennial Park in the Town of Munster, Indiana (TOWN). It is understood the project will be funded with local funds.

Located on Calumet Avenue south of 45th Street, Centennial Park is the largest park in Munster's system. The intent of this project is to develop a path forward for new park amenities that will replace the existing Clubhouse and Event Hall building, which is planned to be demolished by the end of 2025. Work will include vetting a preferred concept through public input and a design process with the CLIENT. A conceptual design package will be developed to refine a construction budget for implementation.

The project will coincide with the demolition plans currently being developed by the TOWN's engineer, SEH, Inc. (SEH). At this time, HWC's scope will exclude any structural review or design related to the demolition plan or build-back options once demolition is complete. Design and engineering beyond the conceptual design package including construction documents, permitting, bidding, and construction administration will be negotiated in a future phase.

Detailed descriptions of services to be provided to meet this project intent are outlined below:

Conceptual Design Phase

- **Client Meeting No.1 (in-person):** This initial meeting will be a working session to kick off the project with the CLIENT and the Parks Board and get up to speed on any changes or new discussions that may have occurred since the parks plan was completed that could influence the design. This time will also be used to confirm the goals, challenges, and site conditions of the property. Programming will be further defined, and case studies of different types of amenities will be reviewed to start to guide the direction of concept development. HWC will visit the site to confirm existing conditions, views, and other considerations on the same day as this meeting.
- **Concept Development:** Based on the discussion from the first meeting, and observations from the site visit, (2) concept alternatives will be developed for the site. These will be presented in the form of scaled concept plans over aerials along with associated representative imagery. The following will be considered through the conceptual design phase.
 - **Previous Concepts:** Concepts developed during the Five-Year Comprehensive Parks and Recreation Master Plan (completed in 2024) may be a starting off point; however, this process will evaluate multiple alternatives before the final direction is realized.
 - **Vehicular and Pedestrian Circulation:** HWC will incorporate alternatives that explore walking paths connecting the proposed amenities to the rest of the park. Vehicular circulation will also be explored related to parking lot access the existing driveway in front of the Clubhouse.
 - **Demolition Coordination and Utility Structure:** HWC will coordinate with (SEH) to understand the details of the demolition plan for the Clubhouse and Event Hall. A new structure will be required to house electrical and fiber optics before the demolition of the building can commence. HWC will coordinate the placement and aesthetics of this structure within the new amenity plan.



Confidence in the built environment.

- **Client Meeting No.2 (in-person):** The initial conceptual options will be presented at an in-person meeting with the CLIENT. A preferred option will be selected for further development.
- **Preferred Option:** The preferred option will be revised to incorporate input received. HWC will prepare a high-level budget associated with the proposed improvements.
- **Client Meeting No.3 (virtual):** The preferred option, associated budgetary cost ranges, and precedent imagery will be presented at a virtual meeting with the CLIENT. Final input will be received and incorporated into the final conceptual package deliverable.
- **Public Input:** HWC will gather public input for the project using (2) methods:
 - **Public Survey (online):** HWC will prepare a public opinion survey related to proposed park amenities and future vision for space. The survey will be in the form of an online survey. HWC will be responsible for a social media graphic to advertise the survey and tabulation of the survey once closed. The CLIENT will be responsible for posting advertisements on social media. It is anticipated the survey will be open for 4-6 weeks. Tabulation of paper surveys is not included.
 - **Public Input Session (in-person):** HWC will conduct up to (1) public input session for the purpose of soliciting input on the new park amenities. HWC will provide all presentation materials in either digital or printed format, document the results of the public comments and feedback, and provide a summary of the public input session to the CLIENT.
- **Final Deliverables:** HWC will provide (1) updated color plan rendering of the final concept, representative images for park features, and budgetary cost ranges for program elements in a final package submitted digitally to the OWNER.

Project Schedule + Fee

| Activity | Scheduled Completion | Fee |
|--|---|--------------------|
| Conceptual Design Phase Notice to Proceed | Tuesday, February 18 th , 2025 | - |
| Coordination Meeting with SEH, Inc. Re: Demolition (virtual) | Tuesday, February 25 th , 2025 | \$25,500, Lump Sum |
| Client Meeting No.1 - Site Visit (in-person) - 1:00-3:00pm (CST) - Parks Board Work Session (in-person) 3:00-5:00pm (CST) | Tuesday, March 18 th , 2025 | |
| Public Survey Live | Tuesday, April 1 st , 2025 | |
| Client Meeting No.2 - Parks Board Work Session (in-person) 1:00-3:00pm (CST) or 3:00-5:00pm (CST) - Public Input Session (in-person) 3:00-5:00pm (CST) or 6:30-8:00pm (CST) | Tuesday, April 15 th , 2025 | |
| Public Survey Closed | Tuesday, May 6 th , 2025 | |
| Client Meeting No.3 - Parks Board Work Session (virtual) 3:00-5:00pm (CST) | Tuesday, May 20 th , 2025 | |
| Final Conceptual Design Deliverable (submitted digitally) | Friday, June 6 th , 2025 | |



HWC
ENGINEERING

135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
hwcengineering.com

Confidence in the built environment.

Assumptions and Exclusions

1. The scope of the project is limited to the amenities proposed to replace the void left by the demolition of the existing clubhouse. Improvements to other amenities in the park (garden, playground, pond, amphitheater, system-wide trail system, etc.) are not included.
2. It is assumed public meetings will be held on the same day as CLIENT meetings—if scheduled on separate days, additional services will be required to cost associated with additional time and travel.
3. 3D modeling and illustrative perspectives views of the park features and amenities are not included but could be provided as an additional service.

HWC ENGINEERING
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
(317) 347-3663

AGREEMENT TO PROVIDE SERVICES

This **AGREEMENT TO PROVIDE SERVICES** ("Agreement") is recognized as being established the _____ day of _____, 2025 (the "Effective Date"), by and between HWC Engineering, Inc., of Indianapolis, Indiana (hereinafter referred to as "**HWC**") and Town of Munster, Indiana (hereinafter referred to as "**CLIENT**"), concerning the following:

The Project name, location and address:

Centennial Park – New Park Amenities
Munster, Indiana

The CLIENT's name and address:

Town of Munster
1005 Ridge Road
Munster, IN 46321

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

Town of Munster
Mark Heintz
Director of Parks and Recreation
1005 Ridge Road
Munster, IN 46321
mheintz@munster.org

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

Catherine Puckett, PLA, ASLA
Landscape Architecture Studio Lead
HWC Engineering
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
M: 812-899-0125 D: 317-981-1262
cpuckett@hwcengineering.com

The applicable HWC Project number: 2500-011-A

WITNESSETH

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

Centennial Park – New Park Amenities

WHEREAS, **HWC** has expressed a willingness to provide the professional services for the Project; and

WHEREAS, the parties hereto agree that **HWC** shall provide the services and documents hereinbefore and hereinafter described in relation to the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I: SERVICES BY HWC

The services to be performed by **HWC** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof (hereinafter the "Services").

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

The information and services to be furnished by the **CLIENT** are set out in Appendix "B", attached to this Agreement and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

HWC shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **CLIENT**, and shall deliver the work to the **CLIENT** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. **HWC** shall not begin work prior to the date provided in the written notice to proceed.

HWC acknowledges the importance to the **CLIENT** of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule attached. The **CLIENT** understands, however, that **HWC's** performance must be governed by sound professional practices.

If in this Agreement, specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of **HWC**, for reasons including, but not limited to, delay of state or municipal agencies in approvals or other governmental decisions, or delay in site or land acquisition, the rates and amounts of compensation provided herein shall be subject to equitable adjustment.

SECTION IV: COMPENSATION

HWC shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

Town of Munster
Centennial Park – New Park Amenities

SECTION V: GENERAL PROVISIONS

1. Consultants and Subcontracting

~~HWC shall, in its sole discretion and without~~ **with the approval of the CLIENT, have the right to employ such subconsultants and consultants (collectively hereinafter "Subconsultants") as HWC deems necessary to assist in the performance of furnishing of the Services. HWC shall not be required to employ any Subconsultants unacceptable to HWC.**

2. Use and Ownership

~~All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents (hereinafter "Documents") prepared by HWC as instruments of service shall remain the property of HWC. The CLIENT shall be entitled to copies or reproducible sets of any of the Documents for information and reference in connection with use on the Project by CLIENT.~~

~~HWC will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the CLIENT at all reasonable times for inspection or copying.~~

~~HWC agrees that the CLIENT is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by HWC and HWC waives all right of redress against the CLIENT if the CLIENT does not utilize same. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or any other project. Any such reuse or modification without written verification or adaptation by HWC, as appropriate for the specific purpose intended, shall be at CLIENT's sole risk and without liability or legal exposure to HWC. CLIENT shall indemnify and hold harmless HWC from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.~~

~~CLIENT hereby acknowledges that due to the status of the Documents as instruments of professional service and the value associated therewith such designation, that HWC is entitled to enforce the prohibition against misuse of the Documents by CLIENT by obtaining an injunction to enjoin and restrain the unauthorized use of the Documents. Additionally, the improper utilization of the Documents hereunder shall be considered to be a breach of this Agreement and entitle HWC to all rights and remedies provided herein.~~

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

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

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

HWC shall not be responsible for any reuse or modification of the Works without written verification or adaptation by HWC, as appropriate for the specific purpose intended. Such use shall be at CLIENT's sole risk and without liability or legal exposure to HWC. CLIENT shall indemnify and hold harmless HWC from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

3. Compliance with State and Other Laws

HWC specifically agrees that in performance of the services herein enumerated by HWC or by Subconsultants or anyone acting on behalf of either, that each will comply with all state, federal, and local statutes, ordinances and regulations in effect as of the effective date of this Agreement (the "Laws and Regulations"). Changes to these laws and regulations after the effective date of this Agreement may be the basis for modifications to CLIENT's responsibilities as provided in Appendix B or to HWC's Services (as provided in Appendix A), times of performance (as provided in Appendix C), or compensation (as provided in Appendix D).

4. Professional Responsibility

HWC will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. Failure by the CLIENT to report any defect or suspected defect to HWC within ~~one (1) year~~ **two (2) years from the completion of HWC's services for the Project shall relieve HWC of the obligation to cure the defect or suspected defect or any costs associated with the efforts to cure the defect or suspected defect.**

Neither the professional activities of HWC, nor the presence of HWC or its employees and sub-consultants at a construction/project site, shall relieve the construction professional or company contracted (hereinafter "CONTRACTOR**") with the CLIENT to provide construction services of its obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. HWC and its personnel have no authority to exercise any control over the CONTRACTOR or its employees in connection with their work or any health and safety programs or procedures. The CLIENT agrees that the CONTRACTOR shall be solely responsible for job site safety and warrants that this intent shall be carried out in the CLIENT's contract with the CONTRACTOR. The CLIENT also agrees that the CLIENT, HWC and HWC's sub-consultants shall be indemnified by the CONTRACTOR and shall be made additional insureds under the CONTRACTOR's policies of general liability insurance.**

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

HWC shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the CLIENT or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained separately by CLIENT. HWC shall have no liability for errors or deficiencies in its designs, drawings,

Town of Munster
Centennial Park – New Park Amenities

specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by **HWC**) in the designs, drawings, specifications and other services furnished by the **CLIENT**, or other consultants retained by the **CLIENT**. Additionally, **HWC** shall not be responsible for the use of the Documents by **CLIENT**, or consultants retained by the **CLIENT**, for any purposes other than in conjunction with the Project.

HWC's opinions of probable construction costs provided under this Agreement are to be made on the basis of **HWC's** experience and qualifications and represent **HWC's** best judgment as an experienced and qualified professional within the industry. However, since **HWC** has no control over the cost of labor (including but not limited to wage scales for public works projects), materials (or changes in materials requested by **CLIENT**), equipment or services furnished by others, changes in applicable laws (including, but not limited to, building codes, flood plain designation, etc.) or over the **CONTRACTOR's** methods of determining prices or over competitive bidding or market conditions, **HWC** cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction costs prepared by **HWC**.

5. Status of Claims

HWC shall be responsible for keeping the **CLIENT** currently advised as to the status of any known claims made for damages against **HWC** resulting from services performed under this Agreement. **HWC** shall send notice of claims related to work under this Agreement to the **CLIENT**.

6. Insurance

HWC shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

- General Liability (including automobile) with a combined single limit of \$1,000,000.00. The **CLIENT** shall be named as an Additional Insured. **HWC's** insurance shall be written on a "primary" basis and the **CLIENT's** insurance program shall be in excess of all of **HWC's** available coverage.
- Worker's Compensation at single limit of \$1,000,000.00. Worker's Compensation shall include a Waiver of Subrogation endorsement in favor of **CLIENT**.
- Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$2,000,000.00
- **HWC** shall provide to **CLIENT** Certificates of Insurance indicating the aforesaid coverage upon request of the **CLIENT**.
- **HWC** shall name **CLIENT** as additional insured on General Liability and Auto Liability policy.

HWC will require its Subconsultants to maintain Commercial General Liability, Auto Liability, Workers Compensation and Professional Liability coverages equal to or greater than maintained by **HWC**. Subconsultants shall also name **HWC** and **CLIENT** as additional insureds on General Liability and Auto Liability policy.

~~**CLIENT** shall procure and maintain insurance as follows:~~

- ~~Commercial General Liability Insurance, with a per occurrence limit of not less than \$2,000,000.00~~

~~CLIENT and HWC shall each deliver to the other CLIENT certificates of insurance evidencing the coverage indicated in this Agreement. Such certificates shall be furnished prior to commencement of HWC's services and at renewals thereafter during the life of the Agreement.~~

7. Changes in Work

In the event that either the **CLIENT** or **HWC** determine that a material change in scope, character or complexity of the work is needed after the work has progressed as directed by the **CLIENT**, both parties in the exercise of their reasonable and professional judgment shall negotiate the changes and **HWC** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and **HWC** is authorized in writing by the **CLIENT** to proceed.

8. Delays and Extensions

HWC agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be reasonably determined by the **CLIENT**, subject to **HWC's** approval. However, it being understood, that the permitting of **HWC** to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **CLIENT** of any of its rights herein.

9. Abandonment

Services may be terminated by the **CLIENT** and **HWC** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party so long as such nonperformance has not been caused by delays outside of the control of **HWC**. If so abandoned, **HWC** shall deliver to the **CLIENT** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by **HWC** to make such delivery upon demand, then and in that event **HWC** shall pay to the **CLIENT** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by **HWC** to the date of the abandonment for all services to be paid for on a lump sum basis. **HWC** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to **HWC** shall be paid as the final payment in **CLIENT's** full settlement and release for the services hereunder unless otherwise provided hereunder.

10. Non-Discrimination

Pursuant to Indiana and federal law, **HWC** and **HWC's** Subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of

race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

11. Employment Eligibility Verification

HWC affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

HWC shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. **HWC** is not required to participate should the E-Verify program cease to exist.

HWC shall require its Subconsultants, who perform work under this Contract, to certify to **HWC** that the Subconsultant does not knowingly employ or contract with an unauthorized alien and that the Subconsultant has enrolled and is participating in the E-Verify program. **HWC** agrees to maintain this certification throughout the duration of the term of a contract with a Subconsultant.

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

~~The **CLIENT** may terminate for default if **HWC** fails to cure a breach of this provision no later than thirty (30) days after being notified by the **CLIENT**.~~

12. Successor and Assigns

The **CLIENT** and **HWC** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **CLIENT** and **HWC** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

13. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

14. Governing Laws

This Agreement and all the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana, notwithstanding any state's choice of law rules to the contrary. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect. Any and all actions to be litigated under this matter shall be initiated in ~~Marion~~ **Lake** County, Indiana.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

Town of Munster
Centennial Park – New Park Amenities

15. No Partnership

This Agreement will not constitute, create, give rise to or otherwise recognize a joint venture, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated under this Agreement. Neither party shall represent itself as an employee or subcontractor of the other, nor is this Agreement or any related documents intended to be construed so as to make either party an employee or subcontractor of the other. Except as otherwise provided in this Agreement, neither party shall have the ability to bind the other to any agreement for payment of goods or services, nor shall it represent to any person that it has such ability. All expenses incurred by the parties hereto are their respective sole responsibility, unless otherwise provided for in this Agreement.

16. Rights and Benefits

HWC's services will be performed solely for the benefit of the **CLIENT** and not for the benefit of any other persons or entities.

17. Disputes

All claims or disputes of **HWC** and the **CLIENT** arising out of or relating to the Agreement, or the breach thereof after notice and a reasonable opportunity to cure, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located in ~~Marion Lake~~ **Marion Lake** County, Indiana.

18. Indemnities

HWC and the **CLIENT** each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

~~In addition to the indemnity of this Agreement, and to the fullest extent permitted by law, **CLIENT** shall indemnify and hold harmless **HWC**, **HWC's** Subconsultants and the officers, directors, partners, employees of **HWC**, from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the presence of asbestos, toxic materials, or any other hazardous, toxic or dangerous environmental condition, on or about the Project site (the "Site"), whether known or unknown to **CLIENT**, provided that nothing in this Article shall obligate **CLIENT** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~

The **CLIENT** agrees to extend any and all liability limitations and indemnifications for performance of services under this Agreement to, in and including, but not limited to **HWC's** officers and employees, their heirs and assigns, and **HWC's** Subconsultant's their heirs and assigns.

19. Complete Agreement

This Agreement, and all other referenced exhibits which form a part of this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings, whether written or oral, and the same shall be deemed to have been merged into this Agreement.

20. Notice

Any notice contemplated herein or required or permitted to be given hereunder shall be in writing and shall be deemed to be given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested to the parties at the addresses set forth in the preamble of this Agreement, or to such other address as either party may have last specified by written notice to the other.

IN WITNESS WHEREOF, the **CLIENT** and **HWC** have signed this Agreement in duplicate. One counterpart each has been delivered to the **CLIENT** and **HWC**.

This Agreement will be effective on _____, 2025.

“CLIENT”

“HWC”

Town of Munster, IN

HWC Engineering, Inc.

By: _____

By:  _____

Printed: _____

Printed: Cory J. Whitesell, PE

Title: _____

Title: Director – Landscape Architecture
& Planning

Date: _____

Date: February 13, 2025

APPENDIX “A”

SERVICES BY HWC

General Description of Services:

This scope of services is being provided by **HWC Engineering, Inc. (HWC)** to the Town of Munster Parks and Recreation Department (**CLIENT**) for conceptual design related to new park amenities at Centennial Park in the Town of Munster, Indiana (TOWN). It is understood the project will be funded with local funds.

Located on Calumet Avenue south of 45th Street, Centennial Park is the largest park in Munster’s system. The intent of this project is to develop a path forward for new park amenities that will replace the existing Clubhouse and Event Hall building, which is planned to be demolished by the end of 2025. Work will include vetting a preferred concept through public input and a design process with the **CLIENT**. A conceptual design package will be developed to refine a construction budget for implementation.

Separate from this Project, the TOWN has contracted with SEH, Inc. (SEH) to prepare demolition plans for the existing Clubhouse and Event Hall building. **HWC’s** scope for this first phase does not include any structural engineering, geotechnical investigations or analysis, or similar services related to the demolition or build-back of the Site. **HWC** will facilitate a meeting with SEH to develop a high-level understanding of Site constraints, all structural/geotechnical engineering services related to build-back would be in future services.

Detailed descriptions of services to be provided to meet this Project intent are outlined below:

Conceptual Design Phase

- ***CLIENT Meeting No.1 (in-person):*** This initial meeting will be a working session to kick off the project with the **CLIENT** and the Parks Board and get up to speed on any changes or new discussions that may have occurred since the parks plan was completed that could influence the design. This time will also be used to confirm the goals, challenges, and Site conditions of the property. Programming will be further defined, and case studies of different types of amenities will be reviewed to start to guide the direction of concept development. **HWC** will visit the Site to confirm existing conditions, views, and other considerations on the same day as this meeting.
- ***Concept Development:*** Based on the discussion from the first meeting, and observations from the Site visit, (3) concept alternatives will be developed for the Site. These will be presented in the form of scaled concept plans over aerials along with associated representative imagery. At least one of the options will recommend build-back strategies for the Site that minimize new structures and retaining walls in areas historically subject to soil subsidence. The following will be considered through the conceptual design phase.
 - ***Previous Concepts:*** Concepts developed during the Five-Year Comprehensive Parks and Recreation Master Plan (completed in 2024) may be a starting off point; however, this process will evaluate multiple alternatives before the final direction is realized.
 - ***Vehicular and Pedestrian Circulation:*** **HWC** will incorporate alternatives that explore walking paths connecting the proposed amenities to the rest of the park. Vehicular circulation will also be explored related to parking lot access the existing driveway in front of the Clubhouse.

- **Demolition Coordination:** HWC will attend one (1) virtual coordination meeting with SEH to review conditions and constraints related to the final condition of the Site after demolition, and potential build-back strategies. Concept development will consider these potential strategies, but engineering analysis is not included at this phase.
- **Utility Structure:** HWC will coordinate with the Town and SEH to understand the new structure required to house electrical and fiber optics before the demolition of the building can commence. HWC will recommend the placement of this structure within the new amenity plan.
- ***CLIENT Meeting No.2 (in-person):*** The initial conceptual options will be presented at an in-person meeting with the CLIENT. A preferred option will be selected for further development.
- ***Preferred Option:*** The preferred option will be revised to incorporate input received. HWC will prepare a high-level budget associated with the proposed improvements.
- ***CLIENT Meeting No.3 (virtual):*** The preferred option, associated budgetary cost ranges, and precedent imagery will be presented at a virtual meeting with the CLIENT. Final input will be received and incorporated into the final conceptual package deliverable.
- ***Public Input:*** HWC will gather public input for the project using (2) methods:
 - ***Public Survey (online):*** HWC will prepare a public opinion survey related to proposed park amenities and future vision for space. The survey will be in the form of an online survey. HWC will be responsible for a social media graphic to advertise the survey and tabulation of the survey once closed. The CLIENT will be responsible for posting advertisements on social media. It is anticipated the survey will be open for 4-6 weeks. Tabulation of paper surveys is not included.
 - ***Public Input Session (in-person):*** HWC will conduct up to (1) public input session for the purpose of soliciting input on the new park amenities. HWC will provide all presentation materials in either digital or printed format, document the results of the public comments and feedback, and provide a summary of the public input session to the CLIENT.
- ***Final Deliverables:*** HWC will provide (1) updated color plan rendering of the final concept, representative images for park features, and budgetary cost ranges for program elements in a final package submitted digitally to the OWNER. Budgetary cost ranges will not include structural improvements due to soil conditions.

Assumptions and Exclusions

1. The scope of the project is limited to the amenities proposed to replace the void left by the demolition of the existing clubhouse. Improvements to other amenities in the park (garden, playground, pond, amphitheater, system-wide trail system, etc.) are not included.
2. It is assumed public meetings will be held on the same day as CLIENT meetings—if scheduled on separate days, additional services will be required to cost associated with additional time and travel.
3. 3D modeling and illustrative perspectives views of the park features and amenities are not included but could be provided as an additional service.
4. No geotechnical or structural engineering investigations or analysis are included in this phase.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

If requested by **HWC**, the **CLIENT** shall, within a reasonable time, so as not to delay the services of **HWC**:

1. Provide full information as to **HWC's** requirements for the Project.
2. Assist **HWC** by placing at **HWC's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **HWC**, obtain advice of an attorney, insurance counselor, and other Engineers as **CLIENT** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time or as provided in an agreed schedule so as not to delay the services of **HWC**.
4. Give prompt written notice to **HWC** whenever **CLIENT** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. **HWC** will assist the **CLIENT** in identifying and procuring any additional permits associated with this Project or as identified in this Agreement or "Services by the HWC/the Engineer".
6. Arrange for access to and make all provisions for **HWC** to enter upon public and private property as required for **HWC** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to **HWC**, as requested by **HWC** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX “C”

NOTICE TO PROCEED AND SCHEDULE

HWC acknowledges the importance to the CLIENT of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with the schedule below:

| Activity | Schedule |
|---|---|
| Conceptual Design Phase Notice to Proceed | Tuesday, February 18 th , 2025 |
| Coordination Meeting with SEH, Inc. Re: Demolition (virtual) | Tuesday, February 25 th , 2025 |
| Client Meeting No.1 <ul style="list-style-type: none"> - Site Visit (in-person) - 1:00-3:00pm (CST) - Parks Board Work Session (in-person) 3:00-5:00pm (CST) | Tuesday, March 18 th , 2025 |
| Public Survey Live | Tuesday, April 1 st , 2025 |
| Client Meeting No.2 <ul style="list-style-type: none"> - Parks Board Work Session (in-person) 1:00-3:00pm (CST) or 3:00-5:00pm (CST) - Public Input Session (in-person) 3:00-5:00pm (CST) or 6:30-8:00pm (CST) | Tuesday, April 15 th , 2025 |
| Public Survey Closed | Tuesday, May 6 th , 2025 |
| Client Meeting No.3 <ul style="list-style-type: none"> - Parks Board Work Session (virtual) 3:00-5:00pm (CST) | Tuesday, May 20 th , 2025 |
| Final Conceptual Design Deliverable (submitted digitally) | Friday, June 6 th , 2025 |

APPENDIX "D"

COMPENSATION

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

| Activity | Fee | Compensation Type |
|-------------------|----------|-------------------|
| Conceptual Design | \$25,500 | Lump Sum |

Lump Sum Compensation: Lump Sum payment shall include all labor and expenses (for the scope of work as defined in the agreement) incurred by HWC and shall not exceed the fixed payment amount without prior authorization of the CLIENT. HWC shall submit monthly invoices to the CLIENT for the estimated portion of the total services actually completed at the time of the billing. The value of the lump sum services work completed is determined by multiplying the percentage of work completed by the total fee established.

If additional engineering or other services, not listed within "Appendix "A" Services by HWC" related section of this agreement, are requested in writing by the CLIENT, HWC shall receive payment for such extra work, either by a lump sum fee determined and agreed to by the CLIENT and HWC prior to the commencement of such work and in writing, or on an hourly basis plus reasonable expenses as specified on the "Hourly Rates and Reimbursable Expenses Schedule" included herein.

The "Hourly Rates and Reimbursable Expenses Schedule" identified in this Agreement are subject to change each December 31st without notification or modification to this Agreement.

HWC Engineering, Inc.
2025 Hourly Billing Rates

| Position | Hourly Rate (\$) |
|---------------------------|-------------------------|
| Principal | 250.00 |
| Sr. Team Lead | 230.00 |
| Sr. Project Manager | 210.00 |
| Project Manager | 180.00 |
| Sr. Project Engineer | 175.00 |
| Project Engineer I | 145.00 |
| Project Engineer II | 125.00 |
| Sr. Designer/Technician | 135.00 |
| Designer/Technician | 110.00 |
| Project Coordinator | 100.00 |
| Landscape Architect I | 135.00 |
| Landscape Architect II | 110.00 |
| Planner I | 135.00 |
| Planner II | 110.00 |
| Project Surveyor I | 140.00 |
| Project Surveyor II | 125.00 |
| Survey Crew Lead I | 130.00 |
| Survey Crew Lead II | 110.00 |
| Survey Member I | 90.00 |
| Survey Member II | 80.00 |
| Clerical Support | 80.00 |
| Inspection Manager | 185.00 |
| Sr. Inspector | 140.00 |
| Construction Inspector I | 120.00 |
| Construction Inspector II | 110.00 |
| Intern | 70.00 |

REIMBURSABLE EXPENSES

- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at \$.40 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- Color copies at \$.50 per sheet.
- USBs at \$25.00 each.
- Actual cost photographs and postage and other expenses.
- Expenses will be billed at cost plus a 10% administrative fee.
- Hours worked in excess of 8 hours per day or 40 hours per week will be billed at an overtime rate of 1.5 times the rates listed for non-exempt employees.

Town of Munster, IN
Centennial Park – New Park Amenities
Appendix “D”