



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

February 10, 2026

Ms. Jessica J. Clark
Lochmueller Group, Inc.
112 West Jefferson Blvd., Suite 500
South Bend, IN 46601
jclark@lochgroup.com

RE: Amendment No. 4 to Professional Services Agreement

Dear Ms. Clark:

At its February 10, 2026 meeting, the Board of Public Works approved the above referenced amendment for the grant writing assistance for the Riverfront West Neighborhood Development, Project No. 121-067.

Enclosed please find a copy of the amendment for your records.

If you have any further questions, please call this office at (574) 235-9251.

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 27, 2026.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 4

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: January 30, 2026
- b. Owner: Board of Public Works, City of South Bend
- c. Engineer: Lochmueller Group, Inc.
- d. Project: Riverfront West Urban Neighborhood Development

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:

Project Understanding

CONSULTANT understands the following scope of work is to support the CLIENT prepare a FY 2026 Better Utilizing Investments to Leverage Development (BUILD) grant application for a BUILD-eligible implementation project for the Riverfront West development. The scope of work includes the following to support sections D.5, D.6, and D.8 of the FY 2026 BUILD Grants Notice of Funding Opportunity (NOFO):

- 1) Updating the FY 2025 BUILD grant application project cost estimates
- 2) Updating the Benefit-Cost Analysis with supporting narrative
- 3) Assistance with the Merit Criteria narrative

Scope of Work

1.0 Project Management and Administration

- 1.1 Kick-off meeting with CLIENT to discuss project approach, data/document needs, BUILD grant requirements, key milestones, and review period(s)
- 1.2 Weekly coordination meetings between CLIENT and CONSULTANT for the duration of the project
- 1.3 Quality control for written and graphic material that includes an internal peer review prior to submittal

2.0 Project Cost Estimate

- 2.1 Review the previous grant application's cost estimate and concept plan provided by CLIENT
- 2.2 Adjust unit costs and soft costs such as right-of-way, utilities, inflation, and contingencies based on CONSULTANT understanding of project and current industry unit costs
 - 2.2.1 Materials and quantities contained within the cost estimate for CLIENT-provided concept plan will not be reviewed/verified
- 2.3 Provide cost estimate data to CLIENT for inclusion in CLIENT's budget narrative per section D.5
- 3.0 Limited Benefit-Cost Analysis
 - 3.1 Download the latest USDOT Benefit-Cost Analysis template for FY 2026 (dated 12.23.2025) and input information from the previous grant application
 - 3.2 Update the crash analysis and costs sections per section D.8 of the NOFO
 - 3.2.1 Sections associated with vehicle operations, emissions, or time savings will not be completed due to lack of traffic analysis results
 - 3.3 Review other benefit sections for potential benefits not previously identified
- 4.0 Grant Narrative Assistance
 - 4.1 Review, comment, or expound on the Merit Criteria narrative provided by CLIENT as defined in section D.6 of the NOFO
 - 4.2 Review, comment, or update the previous Benefit-Cost Analysis Narrative provided by CLIENT as defined in section D.8 of the NOFO to accurately support the limited Benefit-Cost Analysis calculation spreadsheet
 - 4.3 Update CONSULTANT's draft application documentation deliverables to incorporate one round of CLIENT review comments

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

c. The responsibilities of Owner are modified as follows:

The following items and services are necessary to complete the scope of work. The CLIENT will provide these items to the CONSULTANT:

- Relevant planning documents incorporating the study area
- Relevant concept plans, project descriptions, calculations
- Past project cost estimates, including updated operations and maintenance costs, in spreadsheet format and documented funding commitment(s)
- Any data available as part of previous planning studies
- Crash data (2020-2024) from MACOG and City Police Department

- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Refer to Exhibit C Compensation Packet BC-3.

The services described above will be performed on an hourly and expense rate basis in accordance with the rates set forth in Appendix 3.

- e. The schedule for rendering services is modified as follows:

Services pertaining to these additional services will be completed on or before February 24, 2026.

- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

*Exhibit C Compensation Packet BC-3
Appendix 3 Engineer Standard Hourly Rates - 2026*

5. Agreement Summary (Reference only)

| | |
|-------------------------------------|------------------------|
| a. Original Agreement amount: | \$ <u>141,700.00</u> |
| b. Net change for prior amendments: | \$ <u>881,485.00</u> |
| c. This amendment amount: | \$ <u>0.00</u> |
| d. Adjusted Agreement amount: | \$ <u>1,023,185.00</u> |

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is January 30, 2026.

OWNER:

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Murray L. Miller, Member



Abigail E. Magas, Member



Joseph R. Molnar, Vice President



Breana N. Micou, Member



Attest: Hillary R. Horvath, Clerk

Date: February 10, 2026

ENGINEER:



By: Jessica J. Clark, PE

Title: Northern Indiana Regional Leader

Date Signed: January 27, 2026

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **EXHIBIT K to the Agreement between Owner and Engineer for Professional Services** dated January 27, 2026.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-3: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants' charges, if any.
2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1, 2, and 3.
3. The total compensation for services under Paragraph C2.01 is estimated to be a net-zero change based on the following estimated distribution of compensation:

| | |
|---|--------------|
| a. Water Resources Analysis, Design & Permits | -\$17,900.00 |
| g. Grant Application Assistance | +\$17,900.00 |
4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
5. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultants' charges.
6. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of

Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of one.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of one.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. Estimated Compensation Amounts:

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Appendix 1
Engineer's Reimbursable Expenses Schedule

Permit fees

Advertising/publishing fees

Plan set reproduction

Appendix 2
Engineer's Standard Hourly Rates



| Employee Classification | Class Code | 2025 Straight time Billable Rate |
|--------------------------------------|------------|-------------------------------------|
| Administrative Assistant | ZSA | \$91.80 |
| 3D Visual Design | 3DV | \$143.24 |
| Construction Project Supervisor I | CB1 | \$144.07 |
| Construction Project Supervisor II | CB2 | \$172.94 |
| Construction Engineer I | CE1 | \$128.52 |
| Construction Engineer II | CE2 | \$167.01 |
| Construction Engineer III | CE3 | \$191.10 |
| Construction Inspector I | CI1 | \$107.41 |
| Construction Inspector II | CI2 | \$129.09 |
| Corporate Administrator | ZMA | \$136.95 |
| Engineer Designer I | ED1 | \$117.46 |
| Engineer Designer II | ED2 | \$142.40 |
| Engineer Designer III | ED3 | \$154.97 |
| Engineer Designer IV | ED4 | \$175.96 |
| Engineering Intern I | EI1 | \$113.52 |
| Engineering Intern II | EI2 | \$120.37 |
| Engineering Intern III | EI3 | \$132.20 |
| Engineering Tech I | ET1 | \$85.97 |
| Engineering Tech II | ET2 | \$104.19 |
| Engineering Tech III | ET3 | \$152.65 |
| Environmental Specialist I | PB1 | \$98.50 |
| Environmental Specialist II | PB2 | \$119.80 |
| Environmental Specialist III | PB3 | \$142.83 |
| Environmental Specialist IV | PB4 | \$173.82 |
| Environmental Geologist | PLG | \$181.94 |
| Environmental Technician | PT2 | \$110.17 |
| Field Lab Technician I | FLT1 | \$89.35 |
| Graphic Designer | YGR | \$99.81 |
| Historian/Section 106 Specialist II | PH2 | \$94.03 |
| Historian/Section 106 Specialist III | PH3 | \$153.73 |
| Historian/Section 106 Specialist IV | PH4 | \$172.44 |
| IT System Specialist | CSS | \$192.10 |
| Lead Utility & Railroad Coordinator | UC3 | \$167.13 |
| Professional Surveyor | LS4 | \$211.72 |
| Project Engineer I | EN1 | \$146.64 |

| Employee Classification | Class Code | 2025 Straight time Billable Rate |
|----------------------------------|-------------------|---|
| Project Engineer II | EN2 | \$156.23 |
| Project Engineer III | EN3 | \$183.45 |
| Project Engineer IV | EN4 | \$205.30 |
| Project Liaison | EPL | \$173.42 |
| Realty Specialist | RES | \$113.48 |
| ROW Service Specialist | RSS | \$162.32 |
| Senior Appraiser | RSA | \$189.80 |
| Senior Engineer I | ENS1 | \$228.47 |
| Senior Engineer II | ENS2 | \$255.15 |
| Senior Transportation Planner I | TPS | \$199.29 |
| Landscape Architect | LA | \$144.70 |
| Senior Landscape Architect | LA1 | \$249.37 |
| Senior Project Manager I | ESM1 | \$235.53 |
| Senior Project Manager II | ESM2 | \$280.78 |
| Senior Project Manager III | ESM3 | \$332.60 |
| Senior Project Manager IV | ESM4 | \$355.29 |
| Student Intern | EST | \$71.23 |
| Survey Party Chief II | SP2 | \$121.77 |
| Survey Party Chief III | SP3 | \$143.17 |
| Survey Technician | SVT | \$87.07 |
| Transportation Planner I | TP1 | \$102.25 |
| Transportation Planner II | TP2 | \$121.56 |
| Transportation Planner I | TP3 | \$141.49 |
| Utility & Railroad Coordinator I | UC1 | \$113.48 |
| Utility & Railroad Support | UCS | \$108.14 |

Appendix 3

Engineer's Standard Hourly Rates

See Attached pdf for 2026 hourly rates.



ENGINEERING, ENVIRONMENTAL, SURVEYING AND PLANNING SERVICES

| | | | |
|---------------------------------|----------|----------------------------------|----------|
| Administrative Assistant | \$113.00 | Engineering Technician I | \$110.00 |
| Client Manager | \$282.00 | Engineering Technician II | \$120.00 |
| IT Systems Specialist | \$255.00 | Engineering Technician III | \$158.00 |
| Student Intern | \$85.00 | Field/Lab Technician I | \$92.00 |
| Construction Engineer I | \$134.00 | Hist/Sec 106 Specialist I | \$130.00 |
| Construction Engineer II | \$178.00 | Hist/Sec 106 Specialist II | \$140.00 |
| Construction Engineer III | \$207.00 | Hist/Sec 106 Specialist III | \$180.00 |
| Construction Inspector I | \$115.00 | Hist/Sec 106 Specialist IV | \$190.00 |
| Construction Inspector II | \$146.00 | Senior Environmental Scientist | \$195.00 |
| Construction Proj Supervisor I | \$155.00 | Landscape Architect | \$148.00 |
| Construction Proj Supervisor II | \$204.00 | Senior Landscape Architect | \$158.00 |
| Engineering Designer I | \$128.00 | Project Controls Specialist I | \$238.00 |
| Engineering Designer II | \$156.00 | Project Controls Specialist II | \$278.00 |
| Engineering Designer III | \$166.00 | Project Liaison | \$194.00 |
| Engineering Designer IV | \$209.00 | Senior Project Manager I | \$276.00 |
| Engineering Intern I | \$120.00 | Senior Project Manager II | \$324.00 |
| Engineering Intern II | \$130.00 | Senior Project Manager III | \$335.00 |
| Engineering Intern III | \$140.00 | Senior Project Manager IV | \$345.00 |
| Project Engineer I | \$160.00 | Realty Specialist | \$138.00 |
| Project Engineer II | \$170.00 | ROW Services Specialist | \$185.00 |
| Project Engineer III | \$208.00 | Senior Appraiser | \$228.00 |
| Project Engineer IV | \$238.00 | Professional Surveyor IV | \$223.00 |
| Senior Engineer I | \$260.00 | Survey Party Chief I | \$115.00 |
| Senior Engineer II | \$262.00 | Survey Party Chief II | \$128.00 |
| Environmental Geologist | \$194.00 | Survey Party Chief III | \$157.00 |
| Environmental Scientist I | \$124.00 | Survey Technician | \$93.00 |
| Environmental Scientist II | \$134.00 | Senior Transportation Planner I | \$204.00 |
| Environmental Scientist III | \$154.00 | Senior Transportation Planner II | \$230.00 |
| Environmental Scientist IV | \$174.00 | Transportation Planner I | \$108.00 |
| Environmental Specialist I | \$108.00 | Transportation Planner II | \$130.00 |
| Environmental Specialist II | \$142.00 | Transportation Planner III | \$145.00 |
| Environmental Specialist III | \$188.00 | Transportation Planner IV | \$200.00 |
| Environmental Technician I | \$110.00 | Lead Utility & Rail Coordinator | \$173.00 |
| Environmental Technician II | \$113.00 | Utility & Rail Coordinator I | \$117.00 |
| Environmental Technician III | \$118.00 | Utility & Rail Coordinator II | \$130.00 |
| 3D Visualization | \$150.00 | Utility & Rail Support | \$112.00 |
| Graphic Designer | \$120.00 | | |

TRAVEL TIME for survey crews will be charged both directions from door-to-door.

OVERTIME work will be performed only at the direction of the client. All work on survey crews, drafting or clerical over eight hours per day or work performed on weekends or holidays is considered overtime and will be billed at 1.25 times above quoted rates.

DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at the allowable federal mileage reimbursement rate at the time the mileage was incurred. Direct expenses include but are not limited to: mileage, filing fees, testing, express mail costs, etc. provided that they are reasonable and necessary for the accomplishment of the work.

CONSTRUCTION LAYOUT: Contractors shall verify construction layout stakes and notify the surveyor of any discrepancies prior to construction.

These rates may be changed on an annual basis at the discretion of Lochmueller Group, Inc.

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date: 2/03/2026
 Name: **Nifemi Oluwatomini** Department of Public Works – Engineering Division
 BPW Date: 2/10/2026 Phone Extension: 0615

Required Prior to Submittal to Board

BPW Attorney Attorney Name _____
 Dept. Attorney Attorney Name _____
 Purchasing _____

Check the Appropriate Item Type – Required for All Submissions

| | | |
|--|--|---|
| <input type="checkbox"/> Professional Services Agreement | <input type="checkbox"/> Contract | <input type="checkbox"/> Proposal |
| <input type="checkbox"/> Open Market Contract | <input checked="" type="checkbox"/> Amendment/Addendum | <input type="checkbox"/> Special Purchase, QPA |
| <input type="checkbox"/> Bid Opening | <input type="checkbox"/> Bid Award | <input type="checkbox"/> Req. to Advertise <input type="checkbox"/> Title Sheet |
| <input type="checkbox"/> Quote Opening | <input type="checkbox"/> Quote Award | <input type="checkbox"/> Reject Bids/Quotes |
| <input type="checkbox"/> Proposal Opening | <input type="checkbox"/> C/O & PCA No. _____ | <input type="checkbox"/> PCA |
| <input type="checkbox"/> Chg. Order, No. _____ | <input type="checkbox"/> Traffic Control | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Other: _____ | | <input type="checkbox"/> Ease./Encroach |

Required Information

Company or Vendor Name Lochmueller Group
 New Vendor Yes If Yes, Approved by Purchasing
 No
 MBE/WBE Contractor MBE Completed E-Verify Form Attached Yes
 WBE No
 Project Name 121-067 Riverfront West Urban Neighborhood Development
 Project Number PROJ605
 Funding Source River West Development Area TIF
 Account No. PO #36167
 Amount \$0
 Terms of Contract HNTE
 Special Contract Provisions N/A
 Purpose/Description Amendment No 4. To the professional service agreement with Lochmueller Group for grant writing assistance and benefit cost analysis services for the BUILD grant application. Adding new Grant Application Assistance task, shifting available funds from the Water Resources Analysis, Design & Permits tasks

For Change Orders Only

Amount of Increase \$ _____
 Decrease (\$ _____)
 Previous Amount \$ _____
 Current Percent of Change: Increase _____ %
 Decrease (_____ %)
 New Amount \$ _____
 Total Percent of Change: Increase _____ %
 Decrease (_____ %)
 Time Extension Amount: _____
 New Completion Date: _____