



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

February 10, 2026

Mr. Wendell Solomon
Hanson Professional Services
6510 Telecom Dr., Suite 210
Indianapolis, IN 46278
wsolomon@hanson-inc.com

RE: Professional Services Agreement

Dear Mr. Solomon:

At its February 10, 2026 meeting, the Board of Public Works approved the above referenced agreement for ten percent design and cost estimate for the Tri Day Right of way buildout, Project No. 126-010.

Please find enclosed the agreement 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 document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February 6th, 2026 (“Effective Date”) between
Board of Public Works, City of South Bend, Indiana (“Owner”) and
Hanson Professional Services Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Tri-Day Site Development, in South Bend, Indiana ("Project").

Engineer's services under this Agreement are generally identified as follows:

Task 0.0 Project Management, Task 6.1 Topographic Survey (Supplemental), Task 8.1 Design – Civil Engineering Services, Task 10.1 Traffic Design, Task 17.5 Concept Site Drainage and Detention Design (10%)

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.

- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 35 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. ~~amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all **non-disputed** amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer’s services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner’s responsibilities or to Engineer’s scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the “Standard General Conditions of the Construction Contract” as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. **The Owner acknowledges the Engineer's construction documents, including all electronic files, as instruments of professional services. Nevertheless, the final construction documents, including all electronic files, prepared under this agreement shall become the property of the Owner upon completion of services and payment in full of all monies due to the Engineer. The Owner shall not reuse or make any modification to the construction documents without the prior written authorization of the Engineer.**~~All Documents are~~

~~instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.~~

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- G. At completion of any survey services and upon payment of monies due the Engineer for those services, the Engineer shall provide the owner with all survey data and drawings, upon which it will become the property of the Owner.**

- H. **At completion of any traffic study services and upon payment of monies due the Engineer for those services, the Engineer shall provide the owner with all data and models, upon which it will become the property of the Owner.**
- I. **At completion of any geotechnical or material investigation services and upon payment of monies due the Engineer for those services, the Engineer shall provide the owner with all data, upon which it will become the property of the Owner.**

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance."—Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. ~~Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.~~
- D. ~~Owner and~~ Engineer shall ~~each~~ deliver to the **Owner** ~~other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. ~~All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.~~
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner ~~and Engineer~~ and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. *Suspension:*

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination*: The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 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.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination*: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination*:

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. ~~Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.~~
- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H.~~ If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the

Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to

replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 - 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 - 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C.

§§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.

19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the

Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- ~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **NOT INCLUDED**~~
- E. Exhibit E, Notice of Acceptability of Work.
- ~~F. Exhibit F, Construction Cost Limit. **NOT INCLUDED**~~
- G. Exhibit G, Insurance.
- ~~H. Exhibit H, Dispute Resolution. **NOT INCLUDED**~~
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- ~~K. Exhibit K, Amendment to Owner Engineer Agreement. **NOT INCLUDED**~~

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

**CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS**

Engineer:
Hanson Professional Services Inc.



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President



Murray L. Miller, Member



Breana M. Micou, Member



Abigail E. Magas, Member

Attest:



Hillary R. Horvath, Clerk

Date: February 10, 2026

By: Shelby Swango
Title: Senior Vice President

Signed by:

CB6E77065E8748A...

Date: 2/9/2026

Engineer License or Firm's
Certificate No. Solomon, Wendell Gene PE10910314
State of: Indiana

Address for giving notices:
215 S Martin Luther King Jr Blvd
South Bend, IN 46601

Address for giving notices:
6510 Telecom Dr., Suite 210
Indianapolis, IN46278

Designated Representative (Paragraph 8.03.A):
Abigail Magas, P.E.

Designated Representative (Paragraph 8.03.A):
Wendell Solomon, P.E.

Title: City Engineer

Title: Project Manager

Phone Number: (574) 235-9206

Phone Number: 463-274-5325

Facsimile Number: (574) 235-9171

Facsimile Number: N/A

E-Mail Address: amagas@southbendin.gov

E-Mail Address: wsolomon@hanson-inc.com

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2026.

Engineer’s Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

Section	Description
Task 0.0	Project Management
Task 6.1	Topographic Survey (Supplemental)
Task 8.1	Design - Civil Engineering Services
Task 10.1	Traffic Design
Task 17.5	Concept Site Drainage and Detention Design (10%)

TASK 0.0: PROJECT MANAGEMENT

Project Management Activity

1. Client Correspondence
2. Project Management
3. Client Progress meetings and reports (6)

TASK 6.1: TOPOGRAPHIC SURVEY (SUPPLEMENTAL):

1. Client to provide AutoCAD Civil3D drawing file, including survey points and existing surface model, of boundary and topographic survey prepared by Danch, Harner & Associates, Inc., dated June 16, 2025.
2. Develop horizontal and vertical survey control on subject property. Control will be based on the local coordinate system used in previous survey prepared by Danch, Harner & Associates, Inc., dated June 16, 2025.
3. Complete topographic survey of additional items, as needed, to supplement previous survey prepared by Danch, Harner & Associates, Inc., dated June 16, 2025.
4. Perform field inventory of visible utilities, including invert elevations of inlets and manholes, within the limits of survey. Sewer invert elevations will be determined to the extent possible by manhole lid removal and direct measurement. If visible from the opening, the survey crew will measure to the structure invert and identify the size (diameter), direction, material and invert (if not at structure invert) of the pipes which connect to the structure. The survey crew will not enter any structures. If necessary, survey crews will evaluate utility information outside the project area to determine the positions and elevation of the utilities.
5. Prepare a topo drawing file of existing conditions with contours (one foot increment) and existing topographic features in AutoCAD Civil3D format.

Exclusions to Surveying Services:

This agreement does not include engineering services for the following:

- a. Boundary Survey
- b. Alta Survey
- c. Title Research

Additional services requested by the Client or otherwise needed to complete the project can be provided for additional fee.

Information Supplied by OWNER:

1. The Client will request and provide the AutoCAD Civil3D drawing file of the previous boundary and topographic survey.

TASK 8.1: ROADWAY DESIGN AND CIVIL ENGINEERING SERVICES:

1. Civil design and plan sheet preparation will be completed using AutoCAD Civil3D.
2. Preparation of a conceptual site development plan. The development plan will show a conceptual layout of proposed site improvements, including roadway pavement, curbs, sidewalks adjacent to roadways, internal arterial sidewalks, building pads, and parking lots based upon the conceptual site plan provided by the Client. These building pads consist of providing development of a grading plan to create the level ground ("pad") on which the future buildings and parking lots can be constructed once they are designed. It provides a base for the future buildings and parking lots, which will be designed by others. This work includes the design of the roadway corridor through Lot 3 of the subject 15.21-acre parcel, which will connect the Tri-Day development Located on Lot 2 to Old Cleveland Rd. This work will also include a conceptual layout for site storm sewer (curb inlets, manholes and culvert locations), sanitary sewer (mains and manholes with assumed depths to service the building pads), and water (mains, valves and hydrants). It is assumed that sanitary sewer and water mains are adjacent to the site along Old Cleveland Rd. and proposed sanitary sewer and water mains will be serviced from these existing lines. The layout of these proposed improvements will be provided for one (1) conceptual site plan. The layout will be in accordance with the City of South Bend, Indiana Constructions Standards & Specifications. It is assumed that once design and working drawings have begun, additional work or re-work, due to the Client's request for major changes to the conceptual site plan and/or the Client's request for alternative layout options, is considered beyond the scope of services and will be considered additional services.
3. Preparation of a conceptual site grading plan, including drainage features (swales, ditches, detention, etc.), building pads for both buildings and parking lot areas, and proposed contours (one foot contour interval). This work will include the preparation of a preliminary AutoCAD Civil3D surface model of the proposed site improvements for determining earthwork cut and fill quantities.
4. Preparation of plan and profiles of the conceptual roadway layout. The profiles will present the existing and proposed profiles used for the conceptual roadway surface model.
5. Attend up to two (2) virtual project coordination meetings with the Client.

6. Coordination with the City of South Bend regarding the conceptual site layout for the development, sanitary sewer, water and storm water management.
7. Preparation of a Budgetary Opinion of Probable Construction Cost (OPCC) based upon the conceptual (10%) site plans. The OPCC will include a lump sum landscaping item as a percentage of the overall project cost.

Exclusions to Civil Engineering Services:

This agreement does not include engineering services for the following:

- a. Conceptual Roadway Design and Civil Engineering services associated with the proposed low-barrier homeless shelter, New Day Site Development Project, located on Lot 1 of the subject 15.21-acre parcel, which is north of the subject project site.
- b. Public hearings, zoning or AHJ submittals.
- c. Boundary or ALTA survey services.
- d. Negotiation of any easements or preparation of plats or easements documents.
- e. Preparation of any permit applications and supporting documents.
- f. Coordination of LEED design and construction monitoring. It is assumed that this is not a LEED project.
- g. Landscape design and/or preparation of a landscape plan.
- h. Design of site retaining walls, if any.
- i. Design of interior sidewalks and entrances to buildings.
- j. Design of picnic area and trail.
- k. Improvements to public roadways outside of the scope defined by Task 10.1.
- l. Design or layout plans of site lighting, gas, telephone, cable TV, network/fiberoptic utilities or sanitary and water services.
- m. Design of water main, sanitary sewer main or storm sewer main extensions. It is assumed that storm sewer, sanitary sewer and water mains are adjacent to the site on Old Cleveland Rd. and an extension of utility mains to the subject parcel is not required.
- n. Design of a sewage ejector pump system or sewage lift station.
- o. Pavement design calculations or recommendations. An assumed pavement section in accordance with City standards will be used for budgetary estimating.
- p. Design of storm water quality or underground storm water detention systems.
- q. Preparation of a schedule of quantities.
- r. Preparation of civil construction plans and specifications
- s. Preparation of building demolition plans and specifications.
- t. Attendance at meetings other than those noted above.
- u. Bidding and construction phase services.
- v. Preparation of exhibits or figures for promotional material or presentations.
- w. Printing and reproduction services. All documents will be provided in electronic (pdf) format.

TASK 10.1: Traffic Design:

1. Preparation of preliminary Traffic Impact Study (TIS) which shall include:
 - a. Trip generation calculations

- b. Capacity analysis for adjacent 2 intersections and roadways. These two intersections are the intersection of the new road and Old Cleveland Road, and the intersection of Old Cleveland Road and Nintz Parkway.
- c. Crash history analysis
- d. Intersection control warrant analysis
- e. Memo to summarize findings and recommendations

2. Intersection improvement cost estimate for the 2 intersections.

Exclusions to Traffic Engineering Services:

This agreement does not include engineering services for the following:

- a. Full TIS report in INDOT format
- b. Design alternatives BCA analysis for intersection improvements

TASK 17.5: Detention Hydraulic Design (10%):

Hanson will perform hydrological and hydraulic assessments of both the existing and proposed conditions of the Tri-Day development site to inform the concept layout of the site. One (1) detention facility will be designed as necessary to meet local design criteria for the proposed conceptual layout of the Tri-Day development on Lot 2, the new roadway on lot 3, as well as the future New-Day development of Lot 1, of the subject 15.21-acre parcel. For sizing of the detention, it is assumed that the future development of Lot 1 will be similar to the Tri-Day development on Lot 2. The following tasks will be performed as part of this study.

1. Compile any available data including any record drawings, plans, existing models, FEMA data, gage data, topographical data, etc. in support of the development of the study models. Also, Hanson will coordinate with surveyors to collect pertinent information of any existing drainage systems for the development of the existing drainage model.
2. Delineate existing drainage areas and establish other hydrological parameters of the site such as land cover, curve numbers, time of concentration, etc.
3. Develop a HydroCAD runoff model of the site for existing conditions. This model will serve as a baseline model representing existing flow patterns and discharges from the site for comparison. Develop a HydroCAD runoff model of the proposed conditions based on the conceptual design layout of the proposed housing and future development sites. This model will include the concept design of up to one (1) detention pond capable of routing runoff from the proposed conceptual Tri-Day development on Lots 2, the new roadway on lot 3 and the assumed future New Day development on Lot 1. It is assumed that the future percentage of impervious and pervious surface areas for the New Day development on Lot 1 will be comparable to those calculated for the proposed conceptual Tri-Day development on Lot 2. Results from this model will be compared to existing conditions and local design criteria to estimate the pond volume that would be required for the proposed developments. The modelers will coordinate with the design team and perform up to 2 iterations of proposed pond geometries and outfall(s).

Assumptions for Detention Design

- a. A connection between the detention basin and any potential, adjacent storm sewer system will not be allowed. Therefore, all storm water will need to be contained on-site, within the detention basin, and the basin will need to be sized accordingly with the only discharge occurring by infiltration and evaporation.
- b. Infiltration rates can be estimated based on publicly available soils data and/or an infiltration rate will be provided to Hanson to be utilized in this study. No infiltration testing is included in this scope.
- c. Scope includes a 10% concept design of one (1) detention basin intended to estimate the scale of volume that would be required for the anticipated developments.
- d. No permitting or permit fees are included.
- e. No memo or documentation is included. The deliverable for this effort is coordination of results with designers for inclusion of the concept detention pond in the 10% plans.
- f. Does not include detailed outlet design and/or any associated scour analyses or countermeasure design.

Additional services requested by the Client or otherwise needed to complete the project can be provided for additional fee.

Deliverables:

- 1. Conceptual (10%) plans in pdf format.
- 2. Conceptual (10%) Opinion of Probable Construction Cost in pdf format.

Basis of Charges:

- a. The Consultant shall receive as payment for the work performed under this Agreement the total fee not to exceed **\$87,400** unless a modification of the Agreement is approved in writing by the Owner.
- b. The Consultant will be paid for the work performed under this Agreement in accordance with the following schedule:

<i>TASK</i>	<i>DESCRIPTION:</i>	<i>UNIT</i>	<i>TOTAL FOR THE TASKS</i>
0.0	Project Management	LSUM	\$ 8,300
6.1	Topographical Survey	LSUM	\$ 9,200
8.1	Design Roadway and Civil	LSUM	\$ 31,000
10.1	Traffic Design	LSUM	\$ 20,400
17.5	Detention Hydraulic Design	LSUM	\$ 18,500

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2026.

Owner's Responsibilities

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

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties,

responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[Here list any such additional services]*

This is **EXHIBIT C**, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 6, 2026.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

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) – Lump Sum 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. A Lump Sum amount of \$87,400.00 based on the following estimated distribution of compensation:

a. Project Management	<u>\$8,300.00</u>
b. Topographical Survey	<u>\$9,200.00</u>
c. Design Roadway and Civil	<u>\$31,000.00</u>
d. Traffic Design	<u>\$20,400.00</u>
e. Detention Hydraulic Design	<u>\$18,500.00</u>

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 24 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2026.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT F**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2026.

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 *Designing to Construction Cost Limit*

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$_____.
- B. A bidding or negotiating contingency of _____ percent will be added to any Construction Cost limit established.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2026.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|-------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$1,000,000 |
| 2) Disease, Policy Limit: | \$1,000,000 |
| 3) Disease, Each Employee: | \$1,000,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$2,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$1,000,000 |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$1,000,000 |
| 2) Annual Aggregate | \$2,000,000 |
| g. Other (specify): | \$ _____ |

2. By Owner:

- a. The City of South Bend is a municipal corporation organized under the laws of the State of Indiana, and is self-insured under provisions of Indiana statutes and local ordinance. Specifically, the City of South Bend maintains blanket insurance coverage over real and personal property, and is covered by a non-reverting insurance premium and liability reserve fund created by the City of South Bend, Ordinance #6657-79, pursuant to Indiana Code 34-13-3-4, as amended from time to time. Under said statute, the City’s liability is limited to:
 - 1) Seven hundred thousand dollars (\$700,000) for a cause of action that accrues on or after January 1, 2008; and
 - 2) Five million dollars (\$5,000,000) for injury to or death of all persons in that occurrence; and
 - 3) A governmental entity or an employee of a governmental entity acting within the scope of employment is not liable for punitive damages.

B. *Additional Insureds:*

~~1. The following persons or entities are to be listed on Owner’s general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:~~

a. _____
Engineer

b. _____
Engineer’s Consultant

e. _____
Engineer’s Consultant

~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner’s general liability and property policies of insurance.~~

3. The Owner shall be listed on Engineer’s general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2026.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). ~~If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$ _____~~

- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2026.

Special Provisions

Paragraph(s) ____ of the Agreement is/are amended to include the following agreement(s) of the parties:

PROJECT# TRI-DAY Development

CLIENT: City of South Bend

Hanson Project # 26L0011.00

Des# N/A

FEE SUMMARY

TASK	DESCRIPTION:	UNIT	TOTAL FOR THE TASKS
0.0	Project Management	LSUM	\$ 8,300
6.1	Topographical Survey	LSUM	\$ 9,200
8.1	Design Roadway and Civil	LSUM	\$ 31,000
10.1	Traffic Design	LSUM	\$ 20,400
17.5	Detention Hydraulic Design	LSUM	\$ 18,500

Total Fee =	\$ 87,400
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Project Management

PROJECT: *TRI-DAY Development*

DES. NO.: *N/A*

CLIENT: *City of South Bend*

DESCRIPTION	STAFF HOURS BY CLASSIFICATION										TOTAL	
	Engineer VIII	Engineer VII	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Tech VI	Admin V	HOURS / TASK	DOLLARS / TASK
0.0 Project Management												
Project Setup										5	5	\$563.36
Correspondence with Client			10								10	\$2,024.96
Project Management			15								15	\$3,037.44
Client Progress meetings and Reports			10						3		13	\$2,362.97
Project Close out											0	\$0.00
											0	\$0.00
SUBTOTAL:											43	\$7,988.73
TOTAL - HOURS:											43	
Loaded Hourly Rate												
	\$ 236.21	\$ 231.31	\$ 202.50	\$ 167.40	\$ 144.40	\$ 120.58	\$ 112.58	\$ 106.38	\$ 145.67	\$ 112.67		
COSTS PER CLASSIFICATION												\$7,988.73
	\$0.00	\$0.00	\$7,087.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$901.37		
TOTAL HOURLY COSTS:												\$7,988.73
DIRECT EXPENSES												
Mileage	2	Trips x		300	Mi./Trip x	\$0.49						\$294.00
Prints		Sets x		200	Sheets	\$0.10						\$0.00
DIRECT EXPENSE SUBTOTAL:												\$294.00
TOTAL BEFORE ROUNDING:												\$8,282.73
TOTAL:												\$8,300.00

Topographical Survey

PROJECT: *TRI-DAY Development*
 CLIENT: *City of South Bend*

DES. NO.: *N/A*

DESCRIPTION	STAFF HOURS BY CLASSIFICATION										TOTAL	
	Engineer VIII	Engineer VII	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Tech VII	Tech VI	Admin V	HOURS / TASK	DOLLARS / TASK
Topo Survey												
Coordination		2	2	4						4	12	\$1,987.88
Topographic Survey				24							24	\$4,017.57
Prepare topo drawing and surface model		1		4				5			10	\$1,712.66
											0	
SUBTOTAL:											46	\$7,718.11
TOTAL - HOURS:											46	
Loaded Hourly Rate	\$ 236.21	\$ 231.31	\$ 202.50	\$ 167.40	\$ 144.40	\$ 120.58	\$ 112.58	\$ 162.35	\$ 145.67	\$ 112.67		
COSTS PER CLASSIFICATION												\$7,718.11
	\$0.00	\$693.92	\$404.99	\$5,356.76	\$0.00	\$0.00	\$0.00	\$811.75	\$0.00	\$450.69		
TOTAL HOURLY COSTS:												\$7,718.11
DIRECT EXPENSES												
Mileage	1	Trips x		300	Mi./Trip x	\$0.49						\$147.00
Per Diem	2	Persons x		1	Days x	\$100.00						\$200.00
Lodging	2	Persons x		\$1.00	/ Night	\$133.00						\$266.00
Equipment (GPS and Scanner)	1	Days x		800	/ Day							\$800.00
Last Deed of Record Copies		Copy		1	Sheets	\$1.00						\$0.00
LiDAR Scanner MX60		Days x		\$3,500.00	/ Day							\$0.00
DIRECT EXPENSE SUBTOTAL:												\$1,413.00
TOTAL BEFORE ROUNDING:												\$9,131.11
TOTAL:												\$9,200.00

Design Roadway and Civil

PROJECT NO. TRI-DAY Development DES. NO.: N/A
 CLIENT: City of South Bend

DESCRIPTION	STAFF HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	No. of Sheets	Engineer VIII	Engineer VII	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Tech VII	Admin V		
Correspondence with Client			2	2								4	\$867.60
Prepare base layout drawing			30							2		32	\$7,263.88
Prepare conceptual surface model			36									36	\$8,327.01
Prepare border sheet										1		1	\$162.35
Prepare Site Development Plan			2							8		10	\$1,761.42
Prepare Grading and Drainage Plan			2							8		10	\$1,761.42
Prepare Roadway Plan & Profiles			4	6						8		18	\$3,439.01
Prepare quantity calculations			4	1				8				13	\$2,028.38
Prepare OPCC			2	2								4	\$867.60
Inclusion of Lump Sum Landscaping item.					2							2	\$404.99
Meetings (2)			4	4								8	\$1,735.21
QA/QC		4		2								6	\$1,349.82
Prepare deliverables			1	1						2	2	6	\$983.85
SUBTOTAL:												150	\$30,952.54
TOTAL - HOURS:	4	87	20	0	0	0	8	0	29	2	150		
Loaded Hourly Rate	\$ 236.21	\$ 231.31	\$ 202.50	\$ 167.40	\$ 144.40	\$ 120.58	\$ 112.58	\$ 106.38	\$ 162.35	\$ 112.67			
COSTS PER CLASSIFICATION	\$944.82	\$20,123.61	\$4,049.92	\$0.00	\$0.00	\$0.00	\$900.66	\$0.00	\$4,708.18	\$225.34			\$30,952.54
TOTAL HOURLY COSTS:													\$30,952.54

DIRECT EXPENSES													
Mileage		Trips x	300	Mi./Trip x	\$0.49								\$0.00
Meals		Persons x		Days x	\$26.00								\$0.00
Lodging		Nights x	\$85.00	/ Night									\$0.00
Flights													\$0.00
Prints		Sets x	200	Sheets	\$0.10								\$0.00
Traffic Counts		Intersections	900	/ Intersection									\$0.00
DIRECT EXPENSE SUBTOTAL:												\$0.00	
TOTAL COSTS:												\$31,000.00	

Traffic Design

PROJECT NO. *TRI-DAY Development* DES. NO.: *N/A*
 CLIENT: *City of South Bend*

DESCRIPTION	STAFF HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	No. of Sheets	Engineer VIII	Engineer VII	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Tech VI	Admin V			
TIS														
													0	\$0.00
a. Trip generation calculations					4			12					16	\$2,020.59
b. Capacity analysis for adjacent 2 intersections and roadways					8			16					24	\$3,140.52
c. Crash history analysis					4			8					12	\$1,570.26
d. Intersection control warrant analysis					8			12					20	\$2,690.19
e. Memo to summarize findings and recommendations					16			20					36	\$4,930.04
Intersection improvement cost estimate for 2 intersections				8	16						12		36	\$6,046.42
													0	\$0.00
SUBTOTAL:												144	\$20,398.01	
TOTAL - HOURS:		0	0	8	56	0	0	68	0	12	0		144	
Loaded Hourly Rate		\$ 236.21	\$ 231.31	\$ 202.50	\$ 167.40	\$ 144.40	\$ 120.58	\$ 112.58	\$ 106.38	\$ 145.67	\$ 112.67			
COSTS PER CLASSIFICATION		\$0.00	\$0.00	\$1,619.97	\$9,374.32	\$0.00	\$0.00	\$7,655.65	\$0.00	\$1,748.08	\$0.00			\$20,398.01
TOTAL HOURLY COSTS:														\$20,398.01

DIRECT EXPENSES														
Mileage	0	Trips x		300	Mi./Trip x	\$0.49								\$0.00
Meals		Persons x			Days x	\$26.00								\$0.00
Lodging		Nights x		\$85.00	/ Night									\$0.00
Flights														\$0.00
Prints		Sets x		200	Sheets	\$0.10								\$0.00
Traffic Counts		Intersections		900	/ Intersection									\$0.00
DIRECT EXPENSE SUBTOTAL:														\$0.00
TOTAL COSTS:														\$20,400.00

Detention Hydraulic Design

PROJECT: TRI-DAY Development
 CLIENT: City of South Bend

DES. NO.: N/A

DESCRIPTION	STAFF HOURS BY CLASSIFICATION										TOTAL DOLLARS / TASK	
	Engineer VII	Engineer VI	Engineer V	Engineer IV	Engineer III	Admin V	Tech VII					HOURS / TASK
Site Drainage and Detention												
Data Collection		2		6							8	\$1,271.41
Hydrology (DA, CN, Tc, etc.)		4		16							20	\$3,120.44
Existing Conditions Modeling		8		16							24	\$3,930.43
Concept Proposed Conditions Modeling		8		24							32	\$5,085.66
Compare and Document Results		4		8							12	\$1,965.21
Coordination with Designers		2		5							7	\$1,127.01
Plan Production							5				5	\$811.75
QA/QC	2			5							7	\$1,184.63
SUBTOTAL:											115	\$18,496.56
TOTAL - HOURS:											115	
Loaded Hourly Rate												
COSTS PER CLASSIFICATION												\$18,496.56
TOTAL HOURLY COSTS:												\$18,496.56

DIRECT EXPENSES												
Mileage	0	Trips x		300	Mi./Trip x	\$0.49						\$0.00
Meals		Persons x			Days x	\$50.00						\$0.00
Computer Time		Nights x			hours x	\$16.00						\$0.00
Lodging					/ Night							\$0.00
Flights		Sets x										\$0.00
Prints		Intersections			Sheets							\$0.00
Traffic Counts					/ Intersection							\$0.00
DIRECT EXPENSE SUBTOTAL:												\$0.00

TOTAL BEFORE ROUNDING: \$18,496.56

TOTAL: \$18,500.00

Direct Labor	O/H Rate	DL	ECI	D/L, O/H	Profit	D/L, OH,	FCCM	Billing	Filled by Consultant
\$ 1.00	167.29%	& OH	0.00%	& ECI	10.20%	ECI & Fee	0.63%	Rate	
\$ 1.67	\$ 2.67	\$ -	\$ 2.67	\$ 0.27	\$ 2.95	\$ 0.01	\$ 2.95		
Proposed Date of Certified Paid Hourly Rates		6/30/2025							
Proposed Escalation rate								% Escalation of the Labor Rate	295.18%
Direct Labor	O/H Rate	DL	ECI	D/L, O/H	Profit	D/L, OH,	FCCM	Billing	Filled by Auditor
\$ 1.00	167.29%	& OH	0.00%	& ECI	11.60%	ECI & Fee	0.63%	Rate	
\$ 1.67	\$ 2.67	\$ -	\$ 2.67	\$ 0.31	\$ 2.98	\$ 0.01	\$ 2.99		
Audited Escalation rate								% Escalation of the Labor Rate	298.93%
Audited Date of Certified Paid Hourly Rates		3/13/2022							

Rate Limit for Contracts Signed 7/1/2025 - 6/30/2026 \$82.34 Max Billing Rate \$243.05

Certified Payroll Labor Classification or Project Classification	Certified Hourly Pay	Audited Certified Hourly Pay	Cap Waiver Approved? (Y or N)	Escalation Rate	Proposed Billing Rate	Audited Billing Rate	Proposed vs Audited Difference	Premium Overtime Qualified? (Y or N)	Premium Overtime Rate	Audited Premium Overtime Rate	Proposed vs Audited Difference
Principal	\$ 82.34			295.18%	\$ 243.05		\$ 243.05	N			
Engineer VIII	\$ 80.02			295.18%	\$ 236.21		\$ 236.21	N			
Engineer VII	\$ 78.36			295.18%	\$ 231.31		\$ 231.31	N			
Engineer VI	\$ 68.60			295.18%	\$ 202.50		\$ 202.50	N			
Engineer V	\$ 56.71			295.18%	\$ 167.40		\$ 167.40	N			
Engineer IV	\$ 48.92			295.18%	\$ 144.40		\$ 144.40	N			
Engineer III	\$ 40.85			295.18%	\$ 120.58		\$ 120.58	N			
Engineer II	\$ 38.14			295.18%	\$ 112.58		\$ 112.58	N			
Engineer I	\$ 36.04			295.18%	\$ 106.38		\$ 106.38	N			
Manager/Designer	\$ 55.08			295.18%	\$ 162.59		\$ 162.59	N			
Tech VII	\$ 55.00			295.18%	\$ 162.35		\$ 162.35	Y	\$ 189.85	\$ -	\$ 189.85
Tech VI	\$ 49.35			295.18%	\$ 145.67		\$ 145.67	Y	\$ 170.35	\$ -	\$ 170.35
Tech V	\$ 44.34			295.18%	\$ 130.88		\$ 130.88	Y	\$ 153.05	\$ -	\$ 153.05
Tech IV	\$ 39.96			295.18%	\$ 117.96		\$ 117.96	Y	\$ 137.94	\$ -	\$ 137.94
Tech III	\$ 36.38			295.18%	\$ 107.39		\$ 107.39	Y	\$ 125.58	\$ -	\$ 125.58
Tech II	\$ 27.56			295.18%	\$ 81.35		\$ 81.35	Y	\$ 95.13	\$ -	\$ 95.13
Tech I	\$ 28.60			295.18%	\$ 84.42		\$ 84.42	Y	\$ 98.72	\$ -	\$ 98.72
Aide	\$ 24.70			295.18%	\$ 72.91		\$ 72.91	Y	\$ 85.26	\$ -	\$ 85.26
Admin VII	\$ 65.28			295.18%	\$ 192.70		\$ 192.70	Y	\$ 225.34	\$ -	\$ 225.34
Admin VI	\$ 44.89			295.18%	\$ 132.51		\$ 132.51	Y	\$ 154.95	\$ -	\$ 154.95
Admin V	\$ 38.17			295.18%	\$ 112.67		\$ 112.67	Y	\$ 131.76	\$ -	\$ 131.76
Admin IV	\$ 31.27			295.18%	\$ 92.30		\$ 92.30	Y	\$ 107.94	\$ -	\$ 107.94
Admin III	\$ 24.64			295.18%	\$ 72.73		\$ 72.73	Y	\$ 85.05	\$ -	\$ 85.05
Admin II	\$ 21.90			295.18%	\$ 64.65		\$ 64.65	Y	\$ 75.60	\$ -	\$ 75.60
Admin I	\$ 17.00			295.18%	\$ 50.18		\$ 50.18				

Add additional classifications as needed using Copy (Col A-N) then Insert Copied Cells command and shift cells down

Notes:

Replace the data in the yellow cells with the appropriate data for the firm.

Use the most current payroll rates. If this payroll is different from what was provided to INDOT previously, please submit new payroll with the proposal to support rates in the above table.

New payroll should show all employees, employee pay rates, grouped by classification with calculated average for each classification, dated and signed by company official. Ensure that rates are capped prior to calculating average for each classification

Please submit this form in .xlsx

Advertised Profit % =

10.20%

Overhead	OH Factor	Advertised Profit %	Audited Profit %
>190%	0.0		11.60%
>180% & <=190%	0.7		
>160% & <=180%	1.4	10.20%	
>120% & <=160%	2.1		
<=120%	2.8		

