



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

February 24, 2026

Mr. Stephen Kromkowski
DLZ Indiana, LLC
2211 e Jefferson Blvd.
South Bend IN, 46615
skromkowski@dlz.com

RE: Professional Services Agreement

Dear Mr Kromkowski:

At its February 24, 2026 meeting, the Board of Public Works approved the above referenced agreement for the design services for the replacement of 2 Roof top units (RTUs) and new building control system in the amount of \$55,800.00.

Enclosed please find a copy of 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

Enclosures

HH/cb

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

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

THIS IS AN AGREEMENT effective as of February 10, 2026 (“Effective Date”) between

_____ Board of Public Works, City of South Bend, Indiana _____ (“Owner”) and

_____ DLZ Indiana, LLC _____ (“Engineer”).

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

_____ STUDEBACKER NATIONAL Museum – HVAC and Controls Upgrade Project ("Project"). _____

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

professional engineering services associated with design, bidding, construction administration and commissioning verification services. Refer to Exhibit A.

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 (NOT USED)*

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).
- 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.

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.

- 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. **Not Used.**
- H. **Not Used.**
- I. **Not Used.**

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.
- H. Engineer shall maintain Professional Liability insurance with a company satisfactory to Owner for claims arising from any negligent act, error, or omission of Engineer under this Agreement, which shall be a practice policy written for the amounts set forth in **Exhibit G**, "Insurance" with a self-insured retention not to exceed \$500,000. The Professional Liability insurance shall contain prior acts coverage sufficient to cover all services performed by Engineer for this Project. The Professional Liability policy shall be continued in effect for three (3) years following final payment to Engineer. The deductible shall be paid by Engineer.

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.
 1. Exhibit A_Attachment A-1.
 2. Exhibit A_Attachment A-2.
 3. Exhibit A_Attachment A-3.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
 1. Exhibit C_Attachment C-1.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. (NOT USED)
- E. Exhibit E, Notice of Acceptability of Work. (NOT USED)
- F. Exhibit F, Construction Cost Limit. (NOT USED)
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. NOT USED

- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. NOT USED
- K. Exhibit K, Amendment to Owner-Engineer Agreement. NOT USED

8.02 *Total Agreement:*

This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings.

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.

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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

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 24, 2026

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

Designated Representative (Paragraph 8.03.A):

Abigail Magas, P.E.

Title: City Engineer

Phone Number: (574) 235-9206

Facsimile Number: (574) 235-9171

E-Mail Address: amagas@southbendin.gov

Engineer:

DLZ Indiana, LLC

By:

Title: Joseph C. Zwierzynski, P.E.
Chief Operating Officer

ATTEST

By:

Title: Stephen P. Kromkowski, AIA
Vice President

Date: February 10, 2026

Engineer License or Firm's

Certificate No. PE 60020742

State of: Indiana

Address for giving notices:

2211 East Jefferson Blvd. South Bend, Indiana 46615

Designated Representative (Paragraph 8.03.A):

Stephen P. Kromkowski, AIA

Title: Vice President

Phone Number: 574.236.4400

Facsimile Number: 574.236.4471

E-Mail Address: skromkowski@dlz.com

This is **EXHIBIT A**, consisting of ten pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 10, 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.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase NOT USED

A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the ~~Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:~~
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. ~~Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~
 3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: Refer to Exhibit A_Attachment A-1.
 6. Furnish one (1) review copies of the Preliminary Design Phase documents and any other deliverables to Owner within fourteen (14)_calendar days of authorization to proceed with this phase and review them with Owner. Within seven (7)_calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
 7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner one (1) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within seven (7)_calendar days after receipt of Owner's comments.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables: Refer to Exhibit A_Attachment A-1.
 5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within seven (7) days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
 6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit one (1) final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within seven (7) calendar days after receipt of Owner's comments and instructions.
- ~~B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.~~
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 7. Perform or provide the following additional Bidding or ~~Negotiating~~ Phase tasks or deliverables: Refer to Exhibit A_Attachment A-1.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* NOT USED
3. *Selecting Independent Testing Laboratory:* NOT USED
4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests*: NOT USED
14. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Additional Tasks*: Perform or provide the following additional Construction Phase tasks or deliverables: Commissioning Verification. Refer to Exhibit A, Attachment A-3.
 19. *Final Notice of Acceptability of the Work*: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase*: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities*: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 - a. Commissioning Verification - Seasonal confirmation during the next cooling season after project is completed. Services will be performed only if services and compensation are approved by Owner. Refer to Exhibit A_Attachment A-3.

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 8. Furnishing services of Consultants for other than Basic Services.
 9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
 8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
 9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

END OF EXHIBIT A

Exhibit A
Attachment A-1
Total pages: 5

DESCRIPTION OF THE PROJECT

Overview

The Studebaker Museum was originally constructed in 2005. The Architect-Engineer of Record was James Childs Architects. The Studebaker National Museum is housed in a state-of-the-art, 55,000-square-foot facility that opened in October 2005. The building has three levels and features fully climate-controlled galleries and storage facilities to ensure the best possible care for the Collection.

The HVAC system is composed of two (2) air handling units (AHUs) and six (6) roof-top units (RTUs). The AHUs serve the Lower Level, while the RTU serve the Upper level and Ground level. Conditioned supply air is distributed through ductwork with fifteen (15) electric reheat coils and return air is served by a plenum space and ductwork. Exhaust air is served by roof-top mount exhaust fans. A total of eight (8) humidifiers exist in the facility. The building contains one (1) sump pump that mitigates underground storm water. The building management system is controlled by a directed digital control system that is Lonnx based Controls on Windows Laptops. Refer to Exhibit A_Attachment A-2.

Selective HVAC roof -top unit equipment has been replaced since the original construction. This Project includes the replacement of the remaining original Roof-top units, RTU-4 and RTU-5, and replacement of the HVAC direct digital control system.

The OWNER has identified the following conditions that require corrective actions:

1. Two temperature sensors not been able to be repaired. Several more have had to be bypassed, manually adjusted or other work arounds to achieve appropriate temperatures.
2. Controls compatibility issues with new AHUs, work-arounds have been implemented including limiting switch and removal of one VFD unit.
3. Several relays on reheat coils have been modified to On/Off only.
4. Location of several temperature sensors (like one at bottom of stairs) must be worked around.
5. Unsure which new RTUs from previous modernizations have operable VFDs. –
6. Mechanical companies have had some issues with the on-board controls in modernized Carrier units. Unclear if this is inherent or could be resolved with controls.
7. Vendor installed proprietary system that only they can work on. They are a small vendor two+ hours away, so frequently decline or take a long time to come work on issues.

It is understood that selective HVAC roof -top unit equipment has been replaced since the original construction.

This Project will address the OWNER identified deficiencies and include the replacement of the remaining original roof-top units, RTU-4 and RTU-5, and replacement of the HVAC direct digital control system.

This Project includes the Preliminary Design, Construction Documents, Bidding and Construction Administration services associated with the replacement of the selective existing HVAC equipment and controls associated with temperature and humidity conditions.

Project Budget

For the purposes of this agreement, a Total Project Cost budget has been established in the amount of Three Hundred Fifty Thousand dollars (\$350,000.00). It is understood, based on the volatility of the current construction market, this amount is for preliminary budgetary purposes and shall not be construed as an actual estimate of the hard construction bid amount.

SCOPE OF SERVICES

ENGINEER will provide the services of qualified professionals to perform the identified services.

Task 1 - Preliminary Design Phase

Preliminary Design Phase will explore the existing conditions, explore corrective actions and finalize the Scope of Work and the associated anticipated schedule and opinion of construction cost.

1. Review existing OWNER-provided drawings of the existing facility, including original construction documents and all other improvements that have been planned or implemented.
2. Conduct on-site site visit and document existing conditions.
3. Prepare overall drawings that reflect general conditions of the building HVAC system.
4. Review existing infrastructure associated with architecture, structural, mechanical, plumbing and, and electrical systems and the impact of potential modifications.
5. Meet with City of South Bend's designated representatives (s) to present and discuss overall conditions discovered within the Phase of work.

Task 2 - Construction Documents Phase

Based on the approved Scope of Work and Budget as identified within the Preliminary Design documents, Construction Documents will be prepared. The Construction Documents are a legal set of documents, which provide detailed information, which establishes the specifics products, execution of construction and quality control guidelines for the project. Information is described through drawings and specifications. This information is then used for bidding and construction of the project. The following may be provided:

1. Confirm existing conditions as Construction Documents are being prepared.
2. Establish drawings and details associated with work to be performed, including:
 - a. Mechanical floor plans, schedules and details associated with the building controls devices and equipment.
3. Prepare Project Manual, including quoting requirements, General Conditions, and Technical specification associated with work to be performed.
4. Confirm an anticipated Total Project Schedule for implementation of the proposed modifications, including durations for design and subsequent construction, including phased implementation.
5. Assemble final signed and sealed Construction Documents to allow for competitive quotes.

Task 3 - Bid Phase

During this stage of the project, the Contract Documents are reviewed by various contractors who will submit the actual construction costs for the project. The following duties may be performed:

1. Assist OWNER in preparation of Request for Bids.
-

2. Distribute Contract Documents to prospective contractors through local Plan Room.
3. Clarify any questions that may arise during this phase.
4. Issue addenda and/or clarifications to prospective contractors, if required.
5. Assist OWNER in Opening of Bids.
6. Review received quotes and an Award of Construction Contract(s) recommend to the OWNER for an Award of Construction contract.
7. Attend City of South Bend – Board of Public Works meeting and answer any questions associated with the Project bids.

Task 4 - Construction Administration Phase – Basic (Office)

During this stage of the project, the project is under construction. ENGINEER will assist the OWNER in confirming the construction in accordance with the Contract Documents. The following duties may be performed:

1. Shop drawing review.
2. Review and recommend Contractor(s) Pay Applications on monthly basis, if requested.
3. Issue Architectural Supplemental Instructions, Proposal Request and/or Change Orders as necessary to facilitate the construction progress.
4. Facilitate up to three Project Progress meetings with Contractor and OWNER. On-site observation during the course of construction to confirm compliance to the overall design intent and/or answer any field question that may arise will occur at the time of the Progress meetings.
5. Perform Substantial Completion Inspection and Issue Certificate of Substantial Completion.

Task 5 – Commissioning Verification

Refer to Exhibit A_Attachment A-3 for Scope of Services.

Additional Information and Clarification

1. All drawing documents will be provided by OWNER for ENGINEER's use. ENGINEER will rely on the accuracy and completeness of the OWNER provided documents.
 2. ENGINEER shall attend meetings to discuss the design intent and overall progress with the OWNER and will finalize Contract documents based on the review meetings. It is understood exhaustive meetings with personnel and staff will not occur.
 3. Correspondence and documentation shall utilize standard AIA documents and/or ENGINEER's format.
 4. Environmental analysis is outside the Scope of Work for this contract.
 5. Existing construction documents of the facility are available for ENGINEER's use. It is understood a cursory review and verification of actual existing conditions will be performed. In the event significant discrepancies exist between the OWNER-provided documents and actual existing conditions, ENGINEER shall be compensated based on an hourly rate basis to provide actual conditions of the facility – this will be outside the identified not-to exceed compensation amount.
-

6. On-site observation by DLZ outside of the scheduled Progress Meetings, will be considered an additional service and DLZ shall be compensated for actual time and effort on an hourly rate basis based on employee's classification.
7. All services not specifically included in the Scope of Services above are considered Additional Services to this Agreement.

OWNER'S RESPONSIBILITIES

1. Existing construction documents including details, dimensions and specifications shall be provided by the OWNER for the ENGINEER's use, inclusive of electronic drawing files if available.
2. OWNER will be responsible for on-site construction inspection of construction activities.
3. Compensation of professional services rendered.

EMPLOYMENT ELIGIBILITY VERIFICATION

ENGINEER affirms it does not knowingly employ unauthorized aliens. ENGINEER shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. ENGINEER is not required to participate should the E-Verify program cease to exist. ENGINEER shall not knowingly employ or contract with any unauthorized alien. ENGINEER shall not retain an employee or contract with a person whom ENGINEER learns is an unauthorized alien. ENGINEER shall require all subconsultants, who perform work under this Agreement to certify to ENGINEER that the subconsultant does not knowingly employ or contract with unauthorized aliens and that the subconsultant has enrolled and is participating in the E-Verify program. However, the subconsultant is not required to participate if the subconsultant is self-employed and does not employ any employees. ENGINEER agrees to maintain this certification requirement throughout the duration of the term of its contract with a subconsultant.

END OF EXHIBIT A_ATTACHMENT A-1

SNM Rooftop Project Status Summary

Existing System/Equipment List

- Lonon based Controls on Windows Laptops
- Two (2) Air Handler Units w/ Rooftop Attachments
- Six (6) Rooftop Units
- Fifteen (15) Electric Reheat Coils
- Eight (8) Humidifiers
- Five (5) Exhaust Fans
- One (1) Sump Pumps (Monitors for Alarms)

Current Known Issues

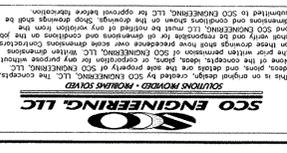
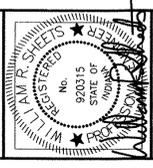
- Two temperature sensors not been able to be repaired. Several more have had to be bypassed, manually adjusted or other work arounds to achieve appropriate temperatures.
- Controls compatibility issues with new AHUs, work-arounds have been implemented including limiting switch and removal of one VFD unit.
- Several relays on reheat coils have been modified to On/Off only.
- Location of several temperature sensors (like one at bottom of stairs) have to be worked around.
- Unsure which new RTUs from previous modernizations have operable VFDs. –
- Mechanical companies have had some issues with the on-board controls in modernized Carrier units. Unclear if this is inherent or could be resolved with controls.
- Vendor installed proprietary system that only they can work on. They are a small vendor two+ hours away, so frequently decline or take a long time to come work on issues.

Current Controls Function

- Temperature & Humidity Settings (Including Schedules)
- Event Settings
- Equipment Status (Running/Not, In-Duct Temperature Readings)
- Alarm on Sump Pump

Preferred Upgrades

- Error and Alarm Codes with Text or Email Notifications
- Remote Access to Controls
- Airflow Data/Indicators
- Error Alarms for Reheats/Humidifiers if possible.
- Credentialed access for multiple users.
- Open-System and/or local vendor for easier service options.

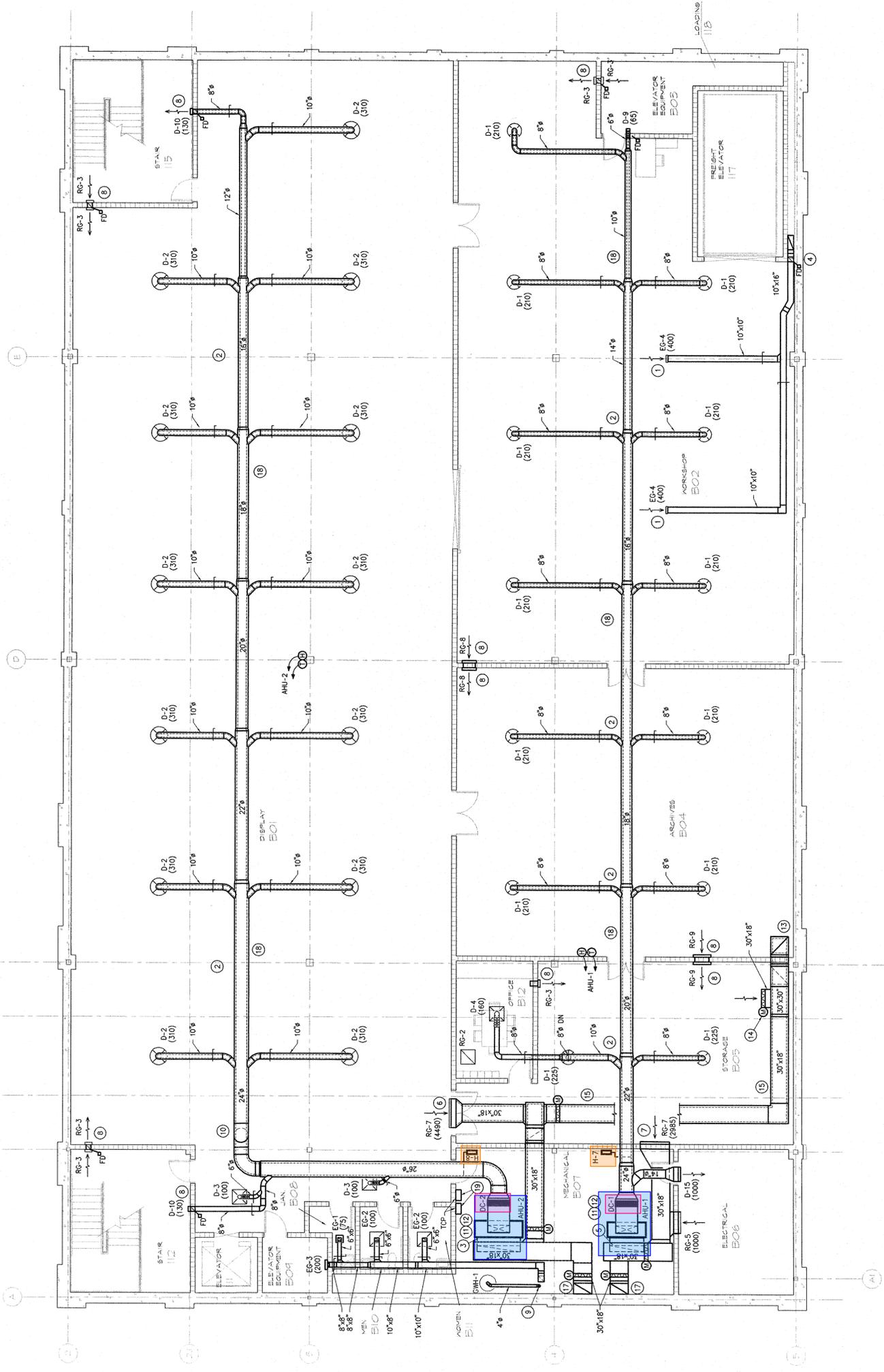
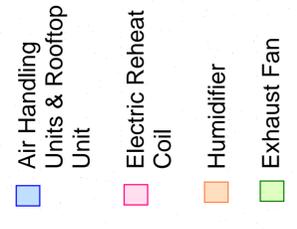


GENERAL MECHANICAL NOTES

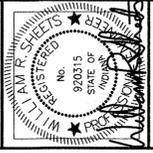
- 1. COORDINATE ALL WORK WITH OTHER TRADES AS REQUIRED.
- 2. EQUIPMENT, PIPING, AND DUCTWORK LAYOUTS ARE SCHEMATIC IN NATURE. CONTRACTOR MUST ADJUST TO FIELD CONDITIONS AND COORDINATE WITH OTHER TRADES DURING CONSTRUCTION BY ADDING OFFSETS AND ELBOWS WHERE REQUIRED.
- 3. PRIOR TO INSTALLATION THE ENGINEER SHALL APPROVE ALL PROPOSED MODIFICATIONS TO DUCTWORK LAYOUT AND DESIGN.
- 4. ALL SUPPLY AIR DUCTWORK (OTHER THAN THAT SHOWN TO BE LINED) SHALL BE INSULATED (WRAPPED) PER SPECIFICATIONS.
- 5. ALL MATERIALS INSTALLED WITHIN PLENUM SHALL HAVE A FLAME SPREAD RATING OF NOT MORE THAN 25. SMOKE DEVELOPED RATING NOT EXCEEDING 50 IN ACCORDANCE WITH STATE CODES.
- 6. COORDINATE EXACT LOCATION OF CEILING DIFFUSERS AND GRILLES WITH LIGHTS AND ARCHITECTURAL CEILING PLAN. FLEXIBLE DUCT SHALL BE USED WHERE INDICATED. FOR STRAIGHT LINE SEGMENTS, NOT EXCEEDING 6 FEET WHEN CONNECTING DIFFUSERS TO RIGID DUCTWORK ABOVE A REMOVABLE CEILING, USE RIGID METAL ELBOWS FOR CHANGES IN DIRECTION.
- 7. THIS CONTRACTOR SHALL PROVIDE ALL EQUIPMENT, MATERIAL, AND LABOR REQUIRED FOR CORE DRILLING AS REQUIRED FOR INSTALLATION OF MATERIAL PENETRATING BUILDING CONSTRUCTION.
- 8. REFERENCE ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS. TYPICAL.
- 9. ALL SIZES ON DUCTWORK ARE IN INCHES UNLESS NOTED OTHERWISE.
- 10. SHEET METAL CONTRACTOR SHALL FABRICATE ALL DUCT TAKE-OFF FITTINGS AS SHOWN ON CONTRACT DETAIL SHEET. DUCT SIZES LISTED ARE TREE AREA AND SHALL NOT BE REDUCED. INCREASE DUCT SIZES AS REQUIRED TO ACCOUNT FOR LINING.

MECHANICAL PLAN NOTES

- 1. COORDINATE EXHAUST GRILLE LOCATION IN ROOM WITH OWNER.
- 2. INSTALL DUCTWORK THROUGH STRUCTURE. COORDINATE WITH OTHER TRADES.
- 3. 72"x10" RETURN, DOWN TO AIR INLET. TRANSITION AS REQUIRED TO CONNECTION SIZE. PROVIDE STEEL STAND FOR UNIT AND MAKE RETURN DUCT CONNECTION INTO BOTTOM OF UNIT. REFER TO DETAIL.
- 4. 10"x6" EXHAUST UP.
- 5. 56"x10" RETURN, DOWN TO RETURN AIR INLET. TRANSITION AS REQUIRED TO CONNECTION SIZE. PROVIDE STEEL STAND FOR UNIT AND MAKE RETURN DUCT CONNECTION INTO BOTTOM OF UNIT. REFER TO DETAIL.
- 6. MOUNT GRILLE AS HIGH AS POSSIBLE AT APPROXIMATELY 14'-0" TO TOP. COORDINATE WITH OTHER TRADES.
- 7. MOUNT GRILLE AS HIGH AS POSSIBLE AT APPROXIMATELY 12'-0" TO TOP. COORDINATE WITH OTHER TRADES.
- 8. MOUNT GRILLE AS HIGH AS POSSIBLE AT APPROXIMATELY 13'-0" TO TOP.
- 9. 4" WATER HEATER FLUE UP.
- 10. PROVIDE 3" SHEET METAL FLANGE AROUND DUCT AT WALL PENETRATION. MATERIAL IS TO BE SAME AS THE DUCT.
- 11. CONTRACTOR TO PROVIDE CONDENSATE DRAIN FROM AIR HANDLING UNIT TO NEAREST FLOOR DRAIN.
- 12. PROVIDE CONDENSATE DRAIN FROM AIR HANDLING UNIT TO NEAREST FLOOR DRAIN.
- 13. 30"x30" RELIEF UP.
- 14. AHU-1 RELIEF DAMPER.
- 15. INSTALL DUCT TIGHT TO BOTTOM OF JOIST.
- 16. OFFSET DUCT AS REQUIRED UNDER JOIST.
- 17. 30"x18" OUTSIDE AIR UP.
- 18. ALL EXPOSED DUCT AND DIFFUSERS ARE TO BE FIELD PAINTED. ROUND DUCTWORK IS TO BE DOUBLE WALL WITH INSULATION LINER.
- 19. PROPOSED TEMPERATURE CONTROL PANEL LOCATION. CONTRACTOR TO DETERMINE REQUIRED QUANTITY AND LOCATION OF PANELS. CONTRACTOR IS TO PROVIDE POWER TO ANY ADDITIONAL PANELS REQUIRED.



BASEMENT MECHANICAL PLAN
SCALE: 1/8" = 1'-0"
2' 4' 8' 16' 32'



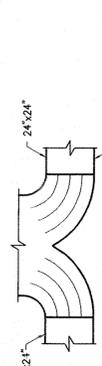
GENERAL MECHANICAL NOTES

- 1 COORDINATE ALL WORK WITH OTHER TRADES AS REQUIRED.
- 2 EQUIPMENT, PIPING, AND DUCTWORK LAYOUTS ARE SCHEMATIC IN NATURE. CONTRACTOR MUST ADJUST TO FIELD CONDITIONS AND COORDINATE WITH OTHER TRADES DURING CONSTRUCTION BY ADDING OFFSETS AND ELBOWS WHERE REQUIRED.
- 3 PRIOR TO INSTALLATION THE ENGINEER SHALL APPROVE ALL PROPOSED MODIFICATIONS TO DUCTWORK LAYOUT AND DESIGN.
- 4 ALL SUPPLY AIR DUCTWORK (OTHER THAN THAT SHOWN TO BE LINED) SHALL BE INSULATED (WRAPPED) PER SPECIFICATIONS.
- 5 ALL MATERIALS INSTALLED WITHIN PLENUM SHALL HAVE A FLAME SPREAD RATING OF NOT MORE THAN 25. SMOKE DEVELOPED RATING NOT EXCEEDING 50 IN ACCORDANCE WITH STATE CODES.
- 6 COORDINATE EXACT LOCATION OF CEILING DIFFUSERS AND GRILLES WITH LIGHTS AND ARCHITECTURAL CEILING PLAN.
- 7 FLEXIBLE DUCT SHALL BE USED WHERE INDICATED. FOR STRAIGHT LINE SEGMENTS NOT EXCEEDING 6 FEET WHEN USED WITH DIFFUSERS TO ROOF DUCTWORK ABOVE A REMOVABLE CEILING. USE RIGID METAL ELBOWS FOR CHANGES IN DIRECTION.
- 8 THIS CONTRACTOR SHALL PROVIDE ALL EQUIPMENT, MATERIAL, AND LABOR REQUIRED FOR CORE DRILLING AS REQUIRED FOR INSTALLATION OF MATERIAL PENETRATING BUILDING CONSTRUCTION.
- 9 REFERENCE ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS, TYPICAL.
- 10 ALL SIZES ON DUCTWORK ARE IN INCHES UNLESS NOTED OTHERWISE.
- 11 SHEET METAL CONTRACTOR SHALL FABRICATE ALL DUCT TAKE-OFF FITTINGS AS SHOWN ON CONTRACT DETAIL SHEET. DUCT SIZES LISTED ARE FREE AREA AND SHALL NOT BE REDUCED. INCREASE DUCT SIZES AS REQUIRED TO ACCOUNT FOR LINING.

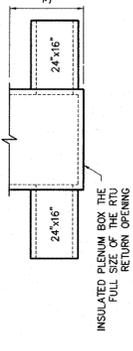
MECHANICAL PLAN NOTES

- 1 HUMIDIFIER MOUNTED ON STRUCTURE.
- 2 4" VENT THROUGH ROOF. TERMINATE PER MANUFACTURER'S RECOMMENDATIONS.
- 3 EXHAUST DOWN.
- 4 4" WATER HEATER FLE UP THROUGH ROOF. TERMINATE WITH RAIN CAP.
- 5 UP TO EXHAUST FAN ON ROOF.
- 6 PROVIDE WITH INTEGRAL VOLUME DAMPER. PROVIDE DUCT CONNECTION FULL SIZE OF DEFUSER. DEFUSERS ARE TO FIT IN JOIST SPACES. FIELD VERIFY CONDITIONS AND ELEVATION PRIOR TO MANUFACTURING DUCT.
- 7 30"x30" RELIEF DOWN.
- 8 SEAL ALL FLOOR PENETRATIONS CHASE.
- 9 DUCT TO BE INSTALLED THROUGH STRUCTURE. INSTALL DEFUSERS AT UNIFORM HEIGHT. COORDINATE WITH ARCHITECT. DUCT WILL SLOPE TO FOLLOW ROOF STRUCTURE. PROVIDE NECESSARY FITTINGS AT COLUMN LINES TO CHANGE SLOPE OF DUCT. REFER TO ARCHITECTURAL BUILDING SECTIONS.
- 10 ALL EXPOSED DUCT DEFUSERS, AND EQUIPMENT ARE TO BE FIELD PAINTED. ROUND DUCTS TO BE DOUBLE WALL WITH INSULATION LINER.
- 11 80"x24" RETURN DUCT. PROVIDE FULL SIZE DUCT TO MATCH UNIT CONNECTION SIZE.
- 12 PROVIDE INSET SCREEN IN GRILLE.
- 13 PROPOSED TEMPERATURE CONTROL PANEL LOCATION. CONTRACTOR TO DETERMINE REQUIRED QUANTITY AND LOCATION OF PANELS. CONTRACTOR IS TO PROVIDE POWER TO ANY ADDITIONAL PANELS REQUIRED.
- 14 DUCT TO BE FULL SIZE OF DEFUSER CONNECTION. INSTALL DEFUSER IN SIDE WALL OF BULKHEAD.
- 15 COORDINATE DUCT ROUTINGS WITH OTHER TRADES TO NOT BE ABOVE ELECTRICAL PANELS.
- 16 PROVIDE INSULATION BATTS IN ROOF CURB FOR SOUND ATTENUATION.

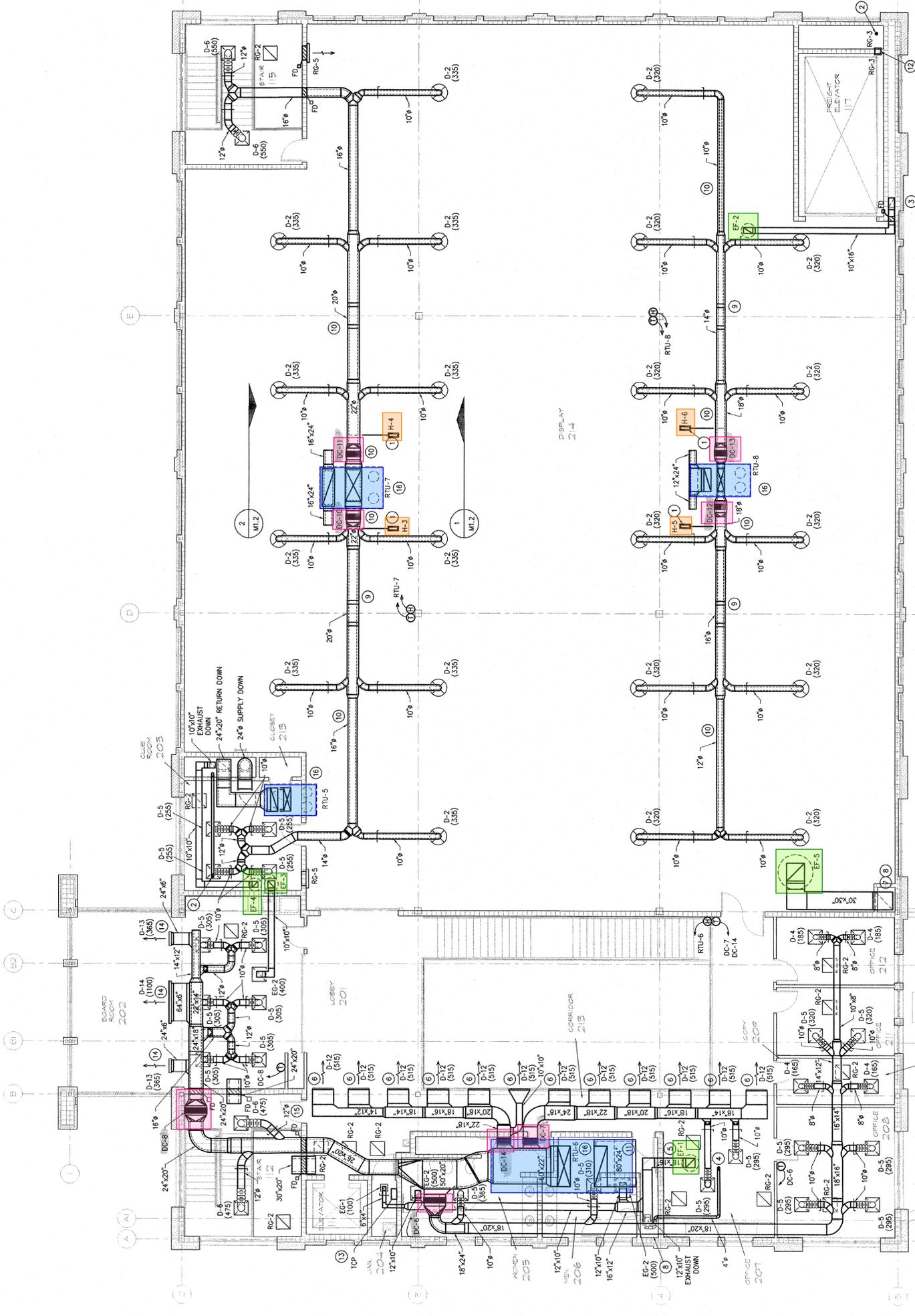
- Air Handling Units & Rooftop Unit
- Electric Reheat Coil
- Humidifier
- Exhaust Fan



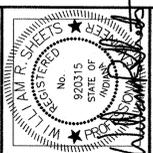
1 MECHANICAL SECTION
NOT TO SCALE



2 MECHANICAL SECTION
NOT TO SCALE



UPPER FLOOR MECHANICAL PLAN
SCALE: 1/8" = 1'-0"
2 4 8 16 32



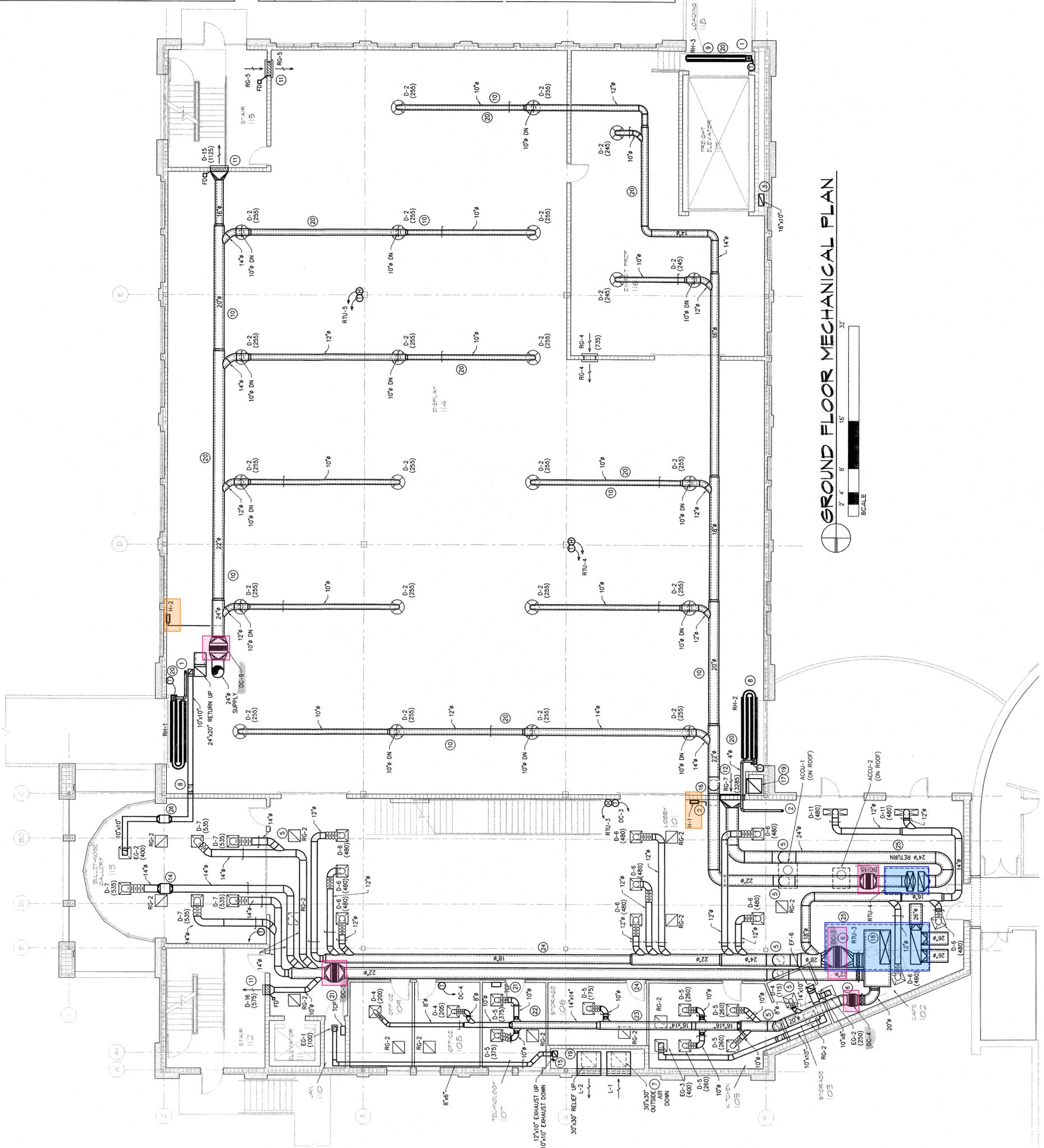
GENERAL MECHANICAL NOTES

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ALL MATERIALS INSTALLED WITHIN FLENUM SHALL HAVE A FLAME SPREAD RATING OF NOT MORE THAN 25. SMOKE DEVELOPED RATING NOT EXCEEDING 50 IN ACCORDANCE WITH STATE CODES.
COORDINATE EXACT LOCATION OF CEILING DIFFUSERS AND GRILLES WITH LIGHTS AND ARCHITECTURAL CEILING PLAN. FLEXIBLE DUCT SHALL BE USED WHERE INDICATED. FOR STRAIGHT LINE SEGMENTS NOT EXCEEDING 6 FEET WHEN CONNECTING DIFFUSERS TO RIGID DUCTWORK ABOVE A REMOVABLE CEILING, USE RIGID METAL ELBOWS FOR CHANGES IN DIRECTION.
THIS CONTRACTOR SHALL PROVIDE ALL EQUIPMENT, MATERIAL, AND LABOR REQUIRED FOR CORE DRILLING AS REQUIRED FOR INSTALLATION OF MATERIAL PENETRATING BUILDING CONSTRUCTION.
REFERENCE ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS, TYPICAL.
ALL SIZES ON DUCTWORK ARE IN INCHES UNLESS NOTED OTHERWISE.
SHEET METAL CONTRACTOR SHALL FABRICATE ALL DUCT TAKE-OFF FITTINGS AS SHOWN ON CONTRACT DETAIL SHEET. DUCT SIZES LISTED ARE TREE AREA AND SHALL NOT BE REDUCED. INCREASE DUCT SIZES AS REQUIRED TO ACCOUNT FOR LINING.

MECHANICAL PLAN NOTES

- 1 4" VENT UP.
- 2 4" VENT UP THROUGH ROOF. TERMINATE PER MANUFACTURERS RECOMMENDATIONS.
- 3 EXHAUST UP AND DOWN.
- 4 UP TO EXHAUST FAN OF ROOF.
- 5 COORDINATE DUCT ROUTING WITH STRUCTURE. FIELD VERIFY CONDITIONS PRIOR TO MANUFACTURING DUCT.
- 6 COORDINATE COIL LOCATION TO FIT IN STRUCTURE.
- 7 3/4" DEEP FLENUM ON BACK OF LOUVER. CONNECT 30"x18" DUCT INTO BOTTOM OF FLENUM. COORDINATE LOUVER LOCATION WITH ARCHITECTURAL.
- 8 INSTALL HEATER TIGHT TO STRUCTURE.
- 9 SUPPORT HEATER OFF WALLS.
- 10 DUCT TO BE ROUTED THROUGH STRUCTURE. INSTALL DIFFUSERS AT UNIFORM HEIGHT. COORDINATE WITH ARCHITECT.
- 11 MOUNT GRILLE AS HIGH AS POSSIBLE. COORDINATE WITH OTHER TRADES.
- 12 MOUNT TOP OF GRILLE APPROXIMATELY 13'-0" A.F.F.
- 13 MOUNT TOP OF GRILLE APPROXIMATELY 16'-6" A.F.F. PROVIDE 12" DUCT CONNECTION INTO TOP OF FLENUM BOX.
- 14 TRANSITION TO 20"x6" TO FIT UNDER BEAM.
- 15 4" WATER HEATER FLUE UP AND DOWN.
- 16 PROVIDE 3" SHEET METAL FLANGE AROUND DUCT AT WALL PENETRATION. MATERIAL IS TO BE THE SAME AS THE DUCT.
- 17 30"x30" RELIEF UP AND DOWN.
- 18 PROVIDE 54"x36" FLENUM BOX ON ROOF TOP UNIT SUPPLY CONNECTION. COORDINATE SIZE TO FIT BETWEEN JUST SPACE AND ALLOW FOR BRANCH DUCT CONNECTIONS.
- 19 SEAL ALL FLOOR PENETRATIONS IN CHASE.
- 20 ALL EXPOSED DUCT DIFFUSERS, AND EQUIPMENT ARE TO BE PAINTED. ROUND DUCTWORK IS TO BE DOUBLE WALL WITH INSULATION LINER.
- 21 PROPOSED TEMPERATURE CONTROL PANEL LOCATION. CONTRACTOR TO DETERMINE REQUIRED QUANTITY AND LOCATION OF PANELS. CONTRACTOR IS TO PROVIDE POWER TO ANY ADDITIONAL PANELS REQUIRED.
- 22 TEMPERATURE CONTROL HEAD END WORKSTATION. COORDINATE LOCATION WITH OWNER.
- 23 COORDINATE DUCT ROUTING WITH OTHER TRADES TO NOT BE ABOVE ELECTRICAL PANELS.
- 24 DOUBLE WALL DUCT WITH INSULATION LINER.
- 25 PROVIDE INSULATION BATTIS IN ROOF CURB FOR SOUND ATTENUATION.
- 26 TRANSITION TO 16"x6" TO FIT UNDER BEAM.

■ Air Handling Units & Rooftop Unit
■ Electric Reheat Coil
■ Humidifier
■ Exhaust Fan



GROUND FLOOR MECHANICAL PLAN
SCALE: 0 4 8 16 32'

January 26, 2026

Skyler Sanders
Mechanical Engineer
DLZ
138 N Delaware St
Indianapolis, IN 46204

REL Proposal No: 2269

Dear Skylar,

Thank you for the opportunity to provide a proposal for the Studebaker National Museum project. Reliance offers this proposal with the intent of providing the highest quality and professional services to DLZ and the City of South Bend.

Background

DLZ is designing a renovation to the existing Studebaker National Museum in South Bend, Indiana. The project will replace the major HVAC systems, and DLZ has requested that Reliance commission these new mechanical systems. The project design is complete and is currently in the bid phase. Construction is scheduled to be complete in December 2026.

Scope of Services

Reliance will work with the project delivery team to implement a testing strategy and documentation that ensures the **mechanical** equipment and systems listed below operate as intended to meet the approved design, and the facility staff is prepared to operate and maintain the new facility. Other building systems are excluded from this proposal.

Systems and Equipment

Mechanical: Rooftop Units (6)
AHUs (2)
Reheat Coils (15 total; 25% sample of 4)
Exhaust Fans (6)
Humidifiers (8 total; 25% sample of 2)

Deliverables

Base Scope

1. Develop a project-specific Commissioning Plan that includes the scope of commissioning, the project team, roles and responsibilities, testing overview, and a milestone schedule for commissioning.

2. Conduct a virtual Commissioning Kickoff Meeting to review the commissioning scope, process, and requirements with the commissioning team and contractors.
3. Coordinate commissioning activities with the General Contractor and ensure integration with the master schedule.
4. Attend virtual construction progress meetings and lead commissioning planning meetings.
5. Recommend approval of air and water systems balancing through review of the report. Confirm calibration of sensors.
6. Conduct a virtual sequence of operations review meeting with the project team to ensure the approved controls submittal includes all functions the owner and engineer are expecting.
7. Write the functional test procedures. Submit to the A/E and GC for review and approval.
8. Lead the functional performance test execution. (4 days)
 - a. Reliance will schedule testing when all pre-requisites have been completed. (System installation is complete, system start-ups are complete without issues, and contractor self-performed testing has been successfully completed and documentation submitted, per specifications.)
 - b. Direct and witness all functional performance testing in the field.
 - i. All modes of operations will be tested.
 - ii. Alarms and interlocks will be tested.
 - iii. Instruct subcontractors, as necessary, to manipulate the system controls to simulate conditions.
 - iv. Document testing results and add open issues to the commissioning issues log.
 - c. Reliance will review the controls trends and graphics to ensure the system is in control over a period of time. We will also ensure that the operations and maintenance staff have a usable front-end interface that meets the specifications and owner's requirements.
9. Maintain a commissioning issues log to document non-conformance results and recommended corrective actions. Track corrective actions until owner acceptance.
10. Submit a final commissioning report with all required documentation per specifications, at the completion of the project.

Alternate #1 – Seasonal Testing

1. Return to site in the opposite season of functional testing to perform seasonal testing. Review trended performance data and complete any deferred testing with systems in opposite seasonal conditions. Interview Facility staff to determine if there are any remaining project issues to be addressed during warranty period.

Timeline

Reliance will provide commissioning services from receipt of a purchase order through the completion of the deliverables shown above. The project is expected to start in Summer of 2026 and finish in December 2026.

Fee

Reliance proposes to complete the deliverables outlined for a fixed fee, including reimbursable expenses.

Base Scope Commissioning Fee:	\$15,000	
Alternate #1 – Seasonal Testing Fee:	\$3,000	total amount \$18,000
		DLZ allowable mark-up (1.20) <u>\$3,600.00</u>
		Total compensation: \$21,600

Additional services requested by the client outside of the scope of work shown above or required as a result of a project delay will require a change order.

Assumptions and Exclusions

1. The commissioning agent is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management.
2. The commissioning agent may assist with problem solving, non-conformance and deficiencies, but ultimately that responsibility resides with the General Contractor and the A/E firm.
3. The primary role of the commissioning agent is to develop and coordinate the execution of a testing plan, observe and document that systems are functioning and performing in accordance with the Contract Documents. The Contractors shall provide all tools or the use of tools to start, checkout and test equipment and systems.
4. This proposal includes one round of testing. Additional rounds of testing will be billed at an hourly rate of \$150/hour plus reimbursement for travel expenses.
5. This proposal, including all pricing, is valid for a period of ninety (90) days from the date of issuance. After this period, pricing and terms are subject to review and may require adjustment.

Please let me know if you have any questions regarding the proposal. We look forward to working with you.

Sincerely,



Stacy Carey
President

END OF EXHIBIT A_ATTACHMENT A-3

This is **EXHIBIT B**, consisting of three pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 10, 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. (NOT USED)

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:

1. Services associated with all other buildings and/or structures not identified herein.
2. Services resulting from changes in the Project Scope, extent or character of the Project, or its design.
3. Additional meetings or site visits other than those identified in Scope of Services.
4. Preparation of multiple bid packages.
5. All work related to asbestos containing material identification/abatement, environmental assessments, environmental impact statements, or other environmental compliance documentation, as required.
6. All services not specifically identified herein.
7. Alternates Bid Items will be prepared within documents, though work pertains only to those items specifically identified within this Scope of Work. In addition, alternative items will be identified as a contingencies approach to limit the potential of bid proposal that may exceed the CLIENT prepared budget. Alternate Bid Items shall not be developed to increase the scope of work for this project.
8. Thermal Scans and imagery are outside the Scope of Work for this contract.

END OF EXHIBIT B

This is **EXHIBIT C**, consisting of seven, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 10, 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, as follows:

1. A Lump Sum amount of Fifty-Five Thousand Eight Hundred dollars (\$55,800.00) based on the following estimated distribution of compensation:
 - a. Task 1 - Preliminary Design Phase \$ 5,500.00
 - b. Task 2 - Final Design Phase \$16,500.00
 - c. Task 3- Bidding and Negotiating Phase \$ 3,000.00
 - d. Task 4 - Construction Phase \$ 9,200.00
 - e. Task 5 – Commissioning Verification \$21,600.00
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 twelve (12) continuous months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

For services as described herein, ENGINEER will proceed upon receipt of a signed Agreement. The following preliminary schedule has been developed as a general guideline:

ANTICIPATED PROJECT SCHEDULE				
Task	Description	Duration	Start Date	Completion Date
1.	Notice to Proceed	-	February 24, 2026	
2.	Preliminary Design Phase	2 weeks	February 24, 2026	March 9, 2026
3.	Construction Documents Phase	8 weeks	March 9, 2026	May 5, 2026
4.	Bid Phase	4 weeks	May 5, 2026	June 2, 2026
5.	Board Meeting Approval		June 9, 2026	
6.	Construction Administration Phase	12 weeks*	<i>Anticipated Completion December 2026</i>	
7.	Project Closeout	2 weeks*	<i>Anticipated Completion December 2026</i>	

Remarks:* Construction Administration Phase and Project Closeout are estimated and shall be determined upon confirmation of devices and equipment delivery.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. 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 1.20.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. 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.
 - b. 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 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.

4. 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.

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**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties: C2.05
Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) 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 Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. 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.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.2.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment For Additional Services:*

1. 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 1.2.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. 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.

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This is **Appendix 1 to EXHIBIT C**, consisting of two pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 10, 2026.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

8"x11" Copies/Impressions	\$0.20/page
Blue Print Copies	\$2.75/sq. ft. or 1.20 actual cost incurred
Mileage (auto)	<u>\$0.725/mile</u> outside St. Joseph County, Indiana
State Construction Design Release	1.20 times actual cost incurred

This is **Appendix 2 to EXHIBIT C**, consisting of one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are as noted in Exhibit C, Appendix 2_Attachment C-1.

Exhibit C_ Appendix 2
Attachment C-1, total pages one
DLZ INDIANA, LLC - STANDARD FEE STRUCTURE –2026
ENGINEERING/ARCHITECTURAL

Activity Code	Employee Classification	2026 Hourly Rate
1/122	Officer / Principal Architect	\$315.00
49/49D	Division Manager / Director	\$300.00
50	Department Manager	\$267.50
55/4/14	Registered Land Surveyor/Survey Coordinator/Right of Way Coordinator	\$180.00
80/217	Senior Project Manager / Project Manager II	\$257.50
21/216/237	Project Manager I / Group Manager	\$247.50
556/568/490/ 480/201/234	Engineer VI / Architect VI / Landscape Arch. VI / Planner VI / Scientist VI/ Surveyor VI	\$252.50
555/565/489/ 139/202/214	Engineer V / Architect V / Landscape Arch. V / Planner V / Scientist V / Surveyor V	\$247.50
554/564/488/ 491/203/102	Engineer IV / Architect IV / Landscape Architect IV / Planner IV / Scientist IV / Surveyor IV	\$235.00
53/58/481/68 /204/218	Engineer III / Architect III / Landscape Architect III / Planner III / Scientist III / Surveyor III	\$212.50
52/570/482/ 69/205/235	Engineer II / Architect Associate II / Landscape Architect II / Planner II / Scientist II / Surveyor II	\$180.00
51/569/483/ 133/206/236	Engineer I / Architect Associate I / Landscape Architect I / Planner I / Scientist I / Surveyor I	\$140.00
28	Designer I	\$132.50
472	Designer II	\$145.00
473/232	Designer III / Utility Coordinator	\$200.00
29	Technician	\$110.00
544	Technician IV	\$140.00
238	Right of Way Agent II	\$135.00
126/147	Construction Observer Manager /Administrator	\$192.50
152	Construction Observer	\$152.50
43	Clerical	\$85.00
430	Office Services Coordinator	\$130.00
06/A3	Intern / Apprentice	\$90.00
Crew Classification		2026 Hourly Rate
142/99	2 - person Topographic Survey Crew	\$305.00
142/99	2 – person Topographic Survey Crew (overtime)	\$385.00
336/127	1 – person Field Crew / Party Chief	\$185.00
336/127	1 – person Field Crew / Party Chief (overtime)	\$257.50
GPS/339	1 – person GPS / RTK Field Crew	\$257.50
SCAN	HDS Laser / UAS Scanning Crew	\$372.50
13/94	Rodman / Survey Technician / Survey-Mapping Assistant	\$130.00

Reimbursable Expenses	Rate
Mileage (Outside of St. Joseph County, IN)	\$0.725/mile
Travel and Living Expenses (Outside of St. Joseph County, IN)	@ Cost
Reproductions, Subconsultants, and Equipment Rental	Cost plus 20%

Rates are subject to revision on January 1 of each year. Cost of living/inflation increases of 3 to 7% per annum can be anticipated.

This is **EXHIBIT D**, consisting of one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 10, 2026.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

NOT USED

END OF EXHIBIT D

This is **EXHIBIT E**, consisting of one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 10, 2026.

Notice of Acceptability of Work

NOT USED

END OF EXHIBIT E

This is **EXHIBIT F**, consisting of one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 10, 2026.

Construction Cost Limit

NOT USED

END OF EXHIBIT F

This is **EXHIBIT G**, consisting of two pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 10, 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: | \$ 2,000,000.00 |
| 2) Disease, Policy Limit: | \$ 2,000,000.00 |
| 3) Disease, Each Employee: | \$ 2,000,000.00 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ 2,000,000.00 |
| 2) General Aggregate: | \$ 4,000,000.00 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ 5,000,000.00 |
| 2) General Aggregate: | \$ 5,000,000.00 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$ 2,000,000.00 |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$ 2,000,000.00 |
| 2) Annual Aggregate | \$ 2,000,000.00 |
| g. Other (specify): | None |

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. Not Used

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

END OF EXHIBIT G

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.

END OF EXHIBIT I

This is **EXHIBIT J**, consisting of one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 10, 2026.

Special Provisions

NOT USED

END OF EXHIBIT J



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: Greyling COI Specialist	
		PHONE (A/C. No. Ext): 770.756.6599	FAX (A/C. No.): 770.756.6599
		E-MAIL ADDRESS: greylingcerts@greyling.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : National Union Fire Ins Co of Pittsburg	NAIC # 19445
INSURED DLZ Indiana LLC 2211 East Jefferson Blvd. - 15 South Bend, IN 46615-0000		INSURER B : Everest National Insurance Company	10120
		INSURER C : Continental Casualty Company	20443
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 563112241

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268221	4/1/2025	4/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489714	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XC3EX00536251	4/1/2025	4/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC072113235	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Professional Liab Includ Pollution			AEH591928672	4/1/2025	4/1/2026	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Stuebaker National Museum- HVAC and Controls Upgrades
Board of Public Works, City of South Bend, Indiana are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

Board of Public Works, City of South Bend, Indiana 215 S. Dr. Martin Luther King Jr. Blvd. South Bend IN 46601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025

forms a part of Policy No. 448-97-14

issued to DLZ CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT .
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2025 forms a part of Policy No. WC 072113235

Issued to DLZ CORPORATION

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.**

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

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

Date: 2/13/2026
 Name: **Nifemi Oluwatomini** Department of Public Works – Engineering Division
 BPW Date: 02/24/2026 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 checked="" type="checkbox"/> Professional Services Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal
<input type="checkbox"/> Open Market Contract	<input 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 DLZ
 New Vendor Yes If Yes, Approved by Purchasing
 No
 MBE/WBE Contractor MBE WBE Completed E-Verify Form Attached Yes No
 Project Name Studebaker HVAC
 Project Number 125-079
 Funding Source River West TIF
 Account No. PR-00046262
 Amount \$55,800.00
 Terms of Contract EJCDC
Special Contract Provisions
 Purpose/Description Design services for the replacement of 2 Roof top units (RTUs) and new building control system

For Change Orders Only

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