



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

May 12, 2026

Mr. Randy Robinson
American Structurepoint, Inc.
9025 River Rd. Suite 200
Indianapolis, IN 46240
rbray@structurepoint.com, poconnor@structurepoint.com

RE: Amendment No. 3 to Professional Services Agreement

Dear Mr. Robinson:

At its May 12, 2026 meeting, the Board of Public Works approved the above referenced amendment no. 3 for Next Stage of Design Development for the Leighton Building 1st Floor Slab Infill, 1st and 2nd Floor Main St Entry Garage Connection, Project No. 125-055E in the amount of \$49,050.

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

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

Enclosures
HH/cb

This is **EXHIBIT K**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 28, 2024.

AMENDMENT NO. 2 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: May 28, 2024
- b. Owner: Board of Public Works, City of South Bend, Indiana
- c. Engineer: American Structurepoint, Inc.
- d. Project: 111 W. Jefferson Boulevard, South Bend, Indiana 46601 – Leighton Building

2. Nature of Amendment

- Additional Services to be performed by Engineer
- Modifications to Payment to Engineer

3. Description of Modifications

Attachment 1, "Modifications"
Attachment 2, Engineer's proposal dated April 16, 2026

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

OWNER:

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS


Elizabeth A. Maradik, President


Murray L. Miller, Member


Abigail E. Magas, Member


Joseph R. Molnar, Vice President


Breana N. Micou, Member


Attest: Hillary R. Horvath, Clerk

Date: May 7, 2026

ENGINEER:

DocuSigned by:

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By: Randy Robison

Title: Architect

Date Signed: 5/6/2026

This is **Attachment 1**, consisting of two pages, to Amendment No. 3.

Modifications

1. Section A1.01 *Scope* is modified as follows:

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein-in Exhibit A, ~~and in Engineer's proposal dated July 17, 2025, and in Engineer's proposal dated February 13, 2026,~~ **and in Engineer's proposal dated April 16, 2026.**

2. Section C2.01. of Exhibit C is modified to read as follows:

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. A Lump Sum amount of ~~\$409,335~~ **\$458,385** based on the following estimated distribution of compensation:

a. Architectural & Interior Design Services

Conceptual Design and Programming \$32,500

Building Assessment \$6,200

Schematic Design and Programming \$57,250

Project Management, Design Development,
Construction Documents, Bidding & Permitting
and Construction Administration \$146,300

b. Structural Engineering Consultation \$22,200

c. M/P/FP/E \$40,000

d. Pool Assessment \$31,675

e. 3D Scanning and Modelling \$40,300

f. Low Voltage \$21,500

g. Cost Estimating \$11,410

h. **Topographic Survey \$6,700**

i. **Civil Engineering \$17,500**

j. **Structural Engineering**

\$24,850

B. For each Land Description and Exhibit, if authorized by the Owner, a Lump Sum amount of \$800.



AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
FAX 317.543.0270

April 16, 2026

Mr. Jitin Kain, AICP
Deputy Director – Department of Public Works
City of South Bend
227 W. Jefferson Boulevard, Suite 1316
South Bend, Indiana 46601

Re: Survey, Civil, Structural Engineering Services for Leighton Building
111 W. Jefferson Boulevard, South Bend, Indiana 46601
Proposal No.: 2022.00343.0002

Dear Jitin,

Thank you for contacting American Structurepoint, Inc., for your upcoming project. We look forward to continuing our relationship and have prepared a thorough and comprehensive proposal for this scope of work. We appreciate your confidence and trust in our abilities and thank you for affording us the opportunity to submit the following proposal.

PROJECT UNDERSTANDING

This project will entail professional design services for the renovation of the existing building located at 111 W. Jefferson Boulevard in South Bend, Indiana. American Structurepoint has included survey civil engineering, and structural engineering services within this proposal and is considered an amendment to the contract for design services at the Leighton Building.

SCOPE OF SERVICES

I. SURVEY

A. Scope of work per the Survey proposal, Exhibit A

II. CIVIL ENGINEERING

A. Scope of work per the Civil proposal, Exhibit A.

I. STRUCTURAL ENGINEERING

A. Scope of work per the Structural proposal, Exhibit B.

PROJECT SCHEDULE

A detailed project schedule will be developed following the approval of this amendment by the City of South Bend and in consideration with the ongoing design work for the second floor of the Leighton Building.

Mr. Jitin Kain, AICP
April 16, 2026
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CLARIFICATIONS, ASSUMPTIONS, AND CLIENT PROVIDED ITEMS

For this proposal, we have assumed the following:

- A. No variances or annexations will be required for the project.
- B. The owner will make all presentations for public hearings. We will provide technical assistance as noted in the scope of services above.
- C. Any title work that may be required will be provided by the client.
- D. We shall have no responsibility for oversight or supervision of the contractors or their employees, for the means and methods of construction, or for the safety of persons on or off the job site. We shall have no responsibility to inspect for, or remove, hazardous materials.
- E. The project is to be executed using the design-bid-build delivery method.
- F. Building Information Modeling (“BIM” using Autodesk Revit software), if used, will be utilized only during the design phase for project coordination and production of permit and construction documents. The final deliverable will be printed (paper) plans and details.
- G. Amenities such as site lighting, signage, dumpster enclosures, mechanical enclosures, monuments, or significant features will be designed by others. American Structurepoint can assist in coordinating these items or provide additional design services to complete them.
- H. American Structurepoint is not responsible for any fees related to permitting or utility services, including permit fees, application fees, tap fees, inspection fees, usage fees, interceptor fees, etc., unless specifically noted herein. If requested, American Structurepoint may prepare fee estimates based on the available information and our experience. However, the owner acknowledges that these fees are estimates and the municipality or utility company will prepare the actual fees. The owner will be responsible for all permitting and utility fees that may be required.
- I. The site has no environmental issues, and no wetland/stream permitting is required.
- J. Water, sanitary, storm sewer, and other utilities are available at the property, and thus no off-site utility extensions will be required.
- K. Geotechnical, environmental, or material testing services and reports required to design and construct the project are to be provided by the owner/client (including, but not limited to pavement design recommendations).
- L. For the purposes of this proposal, we have assumed cast-in-place concrete construction with limited elements of structural steel.
- M. Existing foundations are to remain.

ADDITIONAL SERVICES

We do not anticipate the need for the following services as part of our scope, but we are available to provide assistance for a supplemental fee if such a need should arise.

- A. Services resulting from participation in a peer review process, other than the requirements requested by the owner
- B. Services resulting from changes of scope or magnitude of the project as described above and/or services resulting from changes made after the drawings are substantially complete

Mr. Jitin Kain, AICP
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- C. Services resulting from corrections or revisions required because of errors or omissions in construction by the contractor or from change orders resulting from requests by the owner
- D. Additional site visits in excess of the quantity listed in the prior amendments and the attached proposals.
- E. Preparation of color renderings or models beyond those included in the scope of services
- F. Preparation of exhibits for site or building variances or attendance at meetings and public hearings for such variances
- G. Preparation of exhibits for zoning hearings or variances or attendance at meetings and/or hearings for such variances
- H. Review and design of alternate or substitute systems
- I. Design or field observation of shoring and bracing for excavations and buildings or underpinning of adjacent structures
- J. Design of supports for mechanical, electrical, plumbing, or fire protection elements, other than the main ceiling grid support system
- K. Design of pile-supported or other non-conventional foundation systems
- L. Special inspection services
- M. Design, detailing, and shop drawing preparation of light-gauge metal framing components, assemblies, and connections. (These items are assumed to be performance specification items designed by the supplier.)
- N. Analysis of floor slabs or framing systems for temporary or construction loads, such as lift trucks, vehicle loads, etc., other than defined above
- O. Any additional on-site or off-site topographic or utility survey, ALTA/ACSM land title survey, boundary surveys, primary or secondary platting, land acquisition or appraisal services, tree survey, private utility locates, construction staking, easement, or right-of-way descriptions and/or exhibits, easement vacations, and as-built surveys
- P. Studies: Phase I or Phase II Environmental Site Assessment, environmental impact report, asbestos survey, traffic impact study, traffic signal warrant analysis, geotechnical investigations and reports, soil borings, materials testing, endangered species reports, etc.
- Q. Tree preservation plans, site lighting/photometric plans, signage plans, retaining walls, amenity plans, and exterior architectural features design
- R. Phased construction plans, preparation of opinion of probable construction cost, earthwork calculations, construction observation, and owner's representative services, except as defined above
- S. Sanitary sewer or storm sewer lift station design, sanitary sewer plan/profile, or water main plan/profile
- T. Off-site infrastructure improvement plans or details (road, sewer, water, sanitary, utility, or drainage), bridge construction plans, any unforeseen utility relocation plans, or major improvements to public roads, such as adding or reconfiguring turning lanes and traffic control devices.
- U. Wetlands or "waters of the US" assessment, delineation, or mitigation design and submittal to USACE (Section 404) and state environmental agencies, or floodplain or floodway analysis, modeling, and submittals to state water resource agencies and FEMA

Mr. Jitin Kain, AICP
April 16, 2026
Page 4

Additional Services, when approved by South Bend, will be tracked separately. We will invoice monthly for Additional Services as incurred.

We shall have no responsibility for oversight or supervision of the contractors or their employees, for the means and methods of construction, or for the safety of persons on or off the job site. We shall have no responsibility to inspect for, or remove, hazardous materials.

We will perform these services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

COMPENSATION

Compensation for the professional services described in our scope is outlined below. The fees shown are lump sum and will be invoiced on a monthly basis for services as they are performed. Full payment of invoices is due within 30 days from invoice date. If payment is not made within 30 days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

If the assumptions made in the scope of services relative to extent of work are found to change, you will be notified in writing and a new (extra or reduced) fee will be presented. However, we recognize it may not always be possible to provide written changes, in as much as you may need to request immediate change or additional services, and the administrative delays could be detrimental and costly to the project. In such case, requests for additional services will be invoiced on a time and materials basis.

Topographic Survey	\$6,700
Civil Engineering	\$17,500
Structural Engineering	\$24,850
Total Design Services	\$49,050

If-Authorized Services

Land Description and Exhibit (each) \$800

REIMBURSABLE EXPENSES

A. The following expenses are included in our fee:

1. Reproduction services for plans and specifications for normal in-house coordination
2. Overnight postage, certified mail, and delivery services for normal coordination of the project
3. Travel expenses for the quantity of meetings and site visits defined above

B. The following expenses are not included in our fee and will be invoiced to the client at 1.1 times their actual cost:

1. Travel expenses, including flights, meals, mileage, rental cars, and overnight accommodations for meetings, site visits, and other travel in excess of the amount specified above. Mileage will be invoiced at the federal standard rate per mile at the time of the occurrence during the project.
2. Expenses for excessive amounts of document preparation, printing, plotting, copying, and shipping beyond the amount necessary to produce the project

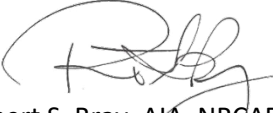
Mr. Jitin Kain, AICP
April 16, 2026
Page 5

3. Expenses of additional insurance coverage in excess of that normally carried by the architect/engineer
 4. Permit application fees, permit fees, and plan review fees
- C. Reimbursable expenses will be invoiced monthly as soon as practical after they occur.

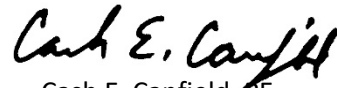
Jitin, we thank you for this opportunity and look forward to continuing to work with you on this project. If the terms of this proposal are agreeable, we will prepare an agreement for approval. We will consider receipt of an executed agreement our notice to proceed.

If you have any questions about this proposal, please feel free to email me or contact us at (317) 547-5580.

Very truly yours,
American Structurepoint, Inc.



Robert S. Bray, AIA, NRCARB, LEED AP BD+C
Corporate/Commercial Practice Leader



Cash E. Canfield, PE
Chief Operating Officer

RSB/CEC: kns

Attachments: Exhibit A, Civil and Survey Proposal, dated April 6, 2026
Exhibit B, Structural Engineering Proposal, dated April 7, 2026



AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
FAX 317.543.0270

April 6, 2026

Jitin Kain
City of South Bend
227 W. Jefferson Blvd.
South Bend, Indiana, 46601

Re: Leighton Building, South Bend
Civil Scope: Sidewalk Rework

Dear Mr. Kain:

American Structurepoint, Inc., is excited to provide the following proposal for the Leighton Building project at 111 W Jefferson Boulevard.

American Structurepoint will provide the engineering services necessary to prepare the site construction plans, any required drainage computations, and utility coordination and will also apply for those permits and approvals typically required for a construction project of this nature.

PROJECT DELIVERABLES

I. Topographic Survey

American Structurepoint will prepare a Topographic Survey for the site including the following:

- A. Survey crews shall have unrestricted access to project limits
- B. Establish horizontal & vertical control
 1. Set temporary benchmarks on site for use during construction
- C. Select topographic survey with 50-foot grid
 1. Show spot elevations to the nearest 0.01 foot
 2. Provide the location, size and elevation of all improvements within the survey limits
 3. Plot the location of storm drainage structures, sanitary structures, roads, driveways, edges of curbs, parking areas, walks, edge of water, drainage ways, fencing, etc.
 4. Provide the location and size of individual trees outside of wooded areas larger than 8" DBH within the survey limits

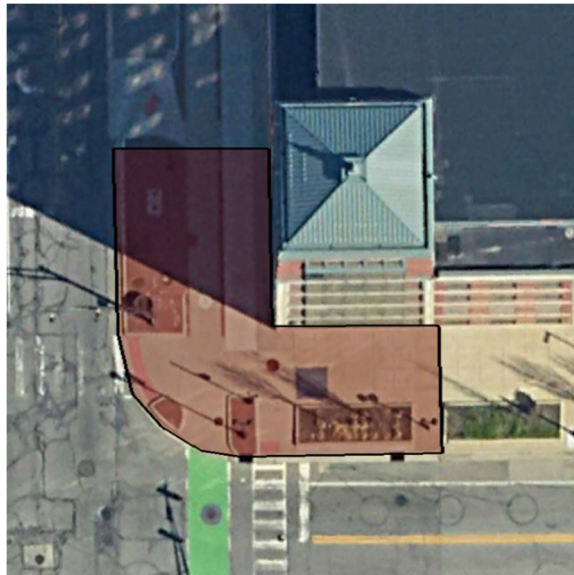
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Leighton Building, South Bend

April 6, 2026

5. Plot the location of the drip line of all groups of tree and vegetation where locating individual trees is not feasible
 6. Measure finish floor elevation at each entrance and exit of existing building(s) within the survey limits
- D. Provide location, size, depth, material and direction of flow for sanitary and storm sewers serving or on the site
- E. We will attempt to locate underground utilities. Locate aboveground evidence of utilities on site and marks made on the ground by local utility companies (Indiana 811). Utility locates will be called in one time (while field staff is onsite) and the markings will be collected from that one-time call in. If markings have not been completed prior to completion of field work, we recommend that a private utility locating service be engaged to ensure public and private utilities are marked prior to any design. One Call will only locate utilities within the public right-of-way or within recorded easements and typically does not include private utilities.
- F. CAD Drafting and creation of a TIN and contours (1-foot contour interval)
- G. Land Surveyor review and deed/parcel plot based on limited research obtained from the County Recorder's Office.
1. Property lines of adjoining parcels and right-of-way lines adjoining roads will be plotted on the Survey
 2. This Survey Scope does not include the preparation of a Boundary Survey and/or Boundary Survey Plat

Survey Limits:



Leighton Building, South Bend

April 6, 2026

II. Site/Permit Construction Plans

American Structurepoint will prepare site/permit construction plans for the proposed development that will include the following:

- A. Title sheet
- B. Existing conditions plan
- C. Demolition plan
- D. Dimensioned/engineered site plan
- E. Grading and drainage plan
- F. Erosion and sediment control plan
- G. Stormwater pollution prevention plan
- H. Construction details necessary to construct the above items
- I. Drainage computations and summary report
- J. Technical specifications
- K. Submittals
 1. City of South Bend:
 - a. Site plan/construction document approval – Improvement Location Permit (ILP)
 - b. Drainage and erosion control approval
 - c. Fire department review
- L. Meetings - We anticipate attending the following meetings: two design team meetings, one on-site assessment with the City of South Bend inspectors. All time for additional meetings will be invoiced on an hourly basis in accordance with the attached hourly rate schedule.

III. Construction Administration

- A. Review of shop submittals as required in the civil/site and landscape work specifications. Review of submittals shall be for general conformance with the information given and design concept expressed in the contract documents.
- B. Make up to two site visits at appropriate stages of construction. We will observe and become generally familiar with the quality and progress of construction work relative to elements designed and specified by American Structurepoint.
- C. Respond to Requests for Information (RFIs) to clarify any design questions that arise during construction

Leighton Building, South Bend

April 6, 2026

American Structurepoint shall have no responsibility for any services or work, except as expressly identified in our agreement or as subsequently agreed to in writing. Any and all actions, communications, or work by American Structurepoint related to the project shall be subject to the terms of our agreement, except as otherwise stated by American Structurepoint. We shall have no responsibility for oversight or supervision of the contractors or their employees, for the means and methods of construction, for the safety of persons on or off the job site, or the schedule. We shall have no responsibility to inspect for, or remove, hazardous materials.

We will perform these services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. American Structurepoint's services are intended for the sole benefit of the client and are not intended to create any rights or benefits for any other parties. American Structurepoint shall not be responsible for the acts or omissions of the owner, the contractor and subcontractors, and their respective agents and employees, or any other persons or entities performing work on the project who are not under the direct control or authority of American Structurepoint.

We will exercise reasonable care to incorporate the design requirements of governmental authorities having jurisdiction over the project into the construction documents as those requirements are known and understood by reasonable and prudent engineers under the same or similar circumstances. Our duty to incorporate the design requirements of governmental authorities into the construction documents is limited to design requirements as they are known and understood by reasonable and prudent engineers at the time of preparation of the construction documents, but we shall have no responsibility or liability for costs resulting from revised or different interpretations of the design requirements by the governmental authorities after completion of the construction documents or new and different design requirements that are adopted after completion of the construction documents.

Following submission of design documents and requests for permits to governmental authorities for their review and approval as may be required, we have no control over the ability to influence the governmental review process and the time required to complete the process and we shall have no liability for loss, costs, or damages sustained or incurred by Owner as a result of delays or extended time required for governmental review process.

Leighton Building, South Bend
April 6, 2026

COMPENSATION

Compensation for services rendered will be as indicated below and invoiced monthly on a percent-complete basis.

Topographic Survey	(lump sum) \$6,700
Land Description and Exhibit (if requested)	(each) \$800
Site Permit / Construction Plans	(lump sum) \$14,500
Construction Administration	(lump sum) \$3,000

Full payment of invoices is due within 30 days from invoice date. If payment is not made within 30 days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

If the assumptions made in the scope of services relative to extent of work are found to change, you will be notified in writing and a new (extra or reduced) fee will be presented. However, we recognize that it may not always be possible to provide written changes, as the client may need to request immediate change or additional services, and the administrative delays could be detrimental and costly to the project. In such case, requests for additional services will be invoiced on a time and materials basis.

For permitting fees, we would appreciate receiving a check two days in advance of the submittal date, made payable to the regulatory agency. We will notify you seven days prior to submitting plans to a regulatory agency so that you may provide us with a check.

REIMBURSABLE EXPENSES

The following expenses will be considered reimbursable and will be invoiced at 1.1 times their direct cost on the monthly invoices.

- A. Expenses of permit application fees or permit fees
- B. Courier service fees, overnight postage fees, and certified mailing fees
- C. Reproduction services for plans and specifications other than for normal interdisciplinary coordination
- D. Expense of renderings or models
- E. Mileage at current federal rate

CLIENT PROVIDED ITEMS AND ASSUMPTIONS

- A. The project is to be executed using the design-bid-build delivery method.
- B. We have assumed no variances, rezoning, or annexations will be required.

Leighton Building, South Bend

April 6, 2026

- C. We have assumed the owner will make all presentations for public hearings. We will provide technical assistance as noted in the scope of services below.
- D. We have assumed the amenities such as any signage, monuments, or significant features will be designed by others.
- E. American Structurepoint is not responsible for any fees related to permitting or utility services, including permit fees, application fees, tap fees, inspection fees, usage fees, or interceptor fees, unless specifically noted herein. If requested, American Structurepoint may prepare fee estimates based on the available information and our experience; however, the owner acknowledges that these fees are estimates and the municipality or utility company will prepare the actual fees. The owner will be responsible for all permitting and utility fees that may be required.
- F. We have assumed any title work that may be required will be provided by the client.
- G. Water, sanitary, storm sewer, and other utilities are available at the property, and thus no off-site utility extensions will be required.
- H. It is assumed that the site has no environmental issues and that no wetland/stream permitting is required.
- I. Geotechnical, environmental, or material testing services and reports required to design and construct the project are to be provided by the client.

SUPPLEMENTAL SERVICES

The fees listed above represent the total scope of services as we understand it at this time. We do not anticipate the need for the following services, but we are available to provide them for a supplemental fee if such a need should arise.

- A. Services resulting from changes of scope or magnitude of the project as described above and services resulting from changes made after the drawings are substantially complete
- B. Any additional on-site or off-site topographic or utility survey, ALTA/ACSM Land Title Survey, boundary surveys, primary or secondary platting, easement or right-of-way descriptions, land acquisition or appraisal services, tree survey, on-site private utility locates, construction staking and layout, as-built surveys, easement vacations or post-construction record drawings except as defined above
- C. Determination of location or depth of utilities by means such as vacuum excavation or potholing
- D. Studies: Phase I or Phase II Environmental Site Assessment, environmental impact report, asbestos survey, traffic impact study, traffic signal warrant analysis, geotechnical investigations and reports, soil borings, materials testing, endangered species reports, etc.
- E. Signage plan preparation and permitting, site lighting/photometric plan, landscaping plan, tree preservation plans, hardscape plan, amenity plan, exterior architectural features design, retaining wall design, and irrigation plans
- F. Phased construction plans, preparation of opinion of probable construction cost, earthwork calculations, construction administration, construction observation, written specifications, and owner's representative services except as defined above

Leighton Building, South Bend

April 6, 2026

- G. Zoning and rezoning or development standard variance submittals and presentations for public hearings, colored renderings, and exhibits for public hearings
- H. Sanitary sewer or storm sewer lift station design, sanitary sewer and storm sewer plan/profile, water main plan/profile, and submittals to IDEM for sanitary sewer and water main extension
- I. Off-site infrastructure improvement plans or details (road, sewer, water, sanitary, utility, or drainage), bridge construction plans, any unforeseen utility relocation plans, major improvements to public roads (such as adding or reconfiguring turning lanes and traffic control devices), and LEED® design and permitting
- J. Wetlands or “Waters of the US” assessment, delineation, mitigation design, and submittal to US Army Corps of Engineers (Section 404) and IDEM (Section 401)
- K. Floodplain or floodway analysis, modeling, and submittals to IDNR and FEMA

Mr. Kain, thank you again for your confidence in our abilities at American Structurepoint. We have an experienced and talented staff ready to assist you through all phases to help bring this project to fruition. The fees for services contained in this proposal are valid for one year from the date of this letter. If this proposal is acceptable, please return an executed copy of the attached agreement. We will consider receipt of an executed agreement our notice to proceed.

If you have any questions, please feel free to contact us at (317) 547-5580.

Sincerely,

American Structurepoint, Inc.

A handwritten signature in black ink, appearing to read "Mike Jones". The signature is stylized and cursive.

Mike Jones

Senior Project Engineer

MEJ

2026 HOURLY RATE SCHEDULE

EMPLOYEE CLASSIFICATION

HOURLY RATE

Engineering

Principal	\$390/hr
Practice Leader / Group Leader	\$335/hr
Senior Project Manager / Team Leader	\$295/hr
Project Manager	\$260/hr
Senior Project Engineer	\$220/hr
Project Engineer	\$190/hr
Senior Staff Engineer	\$165/hr
Staff/Design Engineer	\$150/hr
Senior Technician/Senior BIM Technician	\$175/hr
Technician/BIM Technician	\$135/hr
Intern	\$90/hr

Planning

Senior Planner	\$200/hr
Project Planner	\$160/hr
Staff Planner	\$115/hr
Senior Landscape Architect	\$180/hr
Landscape Architect	\$170/hr
Landscape Designer	\$115/hr

Survey

Senior Registered Land Surveyor	\$225/hr
Registered Land Surveyor	\$180/hr
Senior Technician	\$170/hr
Senior Survey Crew Chief	\$200/hr
Survey Crew Chief	\$150/hr
Survey Crew Member	\$90/hr
Staff Surveyor	\$135/hr
Technician	\$105/hr
Researcher	\$145/hr
Saturday Overtime 2-man Crew	\$360/hr
Saturday Overtime Addition to Lump Sum Work	\$120/hr



**STRUCTURAL ENGINEERING SCOPE OF SERVICES
LEIGHTON BUILDING
SOUTH BEND, INDIANA**

I. GENERAL

- A. The structural scope is limited to the proposed new floor slab infill at the plan NE corner of level 2, new door opening through an existing concrete wall, and a new canopy at the SW corner (anticipated scope includes taking storefronts down to grade) of the existing Leighton Building. The existing monumental stair is to be removed. The existing monumental stair currently extends from level 1 to level 2. The existing opening to be infilled is approximately 218 SF.
- B. Structural scope excludes modifications to the existing structure beyond the scope items noted above. If structural modifications are found to be required as the design progresses, we will coordinate with you to define the necessary extent and type of structural effort required. Because this scope of work cannot be accurately defined at this stage, we will provide you with an updated scope and fee for your review and approval prior to proceeding.

II. ASSUMPTIONS

- A. The project is to be executed using the design-bid-build delivery method.
- B. Structural design documents will be submitted for construction via one single, complete bid package.
- C. The project will use the 2012 International Building Code.
- D. Below is our understanding of the design schedule:
 - 1. SD: 4/10/2026
 - 2. DD: 6/18/2026
 - 3. CD: 8/14/2026

III. RELATED SERVICES PROVIDED BY OTHERS

- A. Cost estimating services are to be provided by a professional cost estimator retained by the owner or architect.

IV. BASIC SERVICES

A. DESIGN PHASE SERVICES

- 1. Attend up to 4 design team meetings via teleconference.
- 2. Perform a review of project specific design requirements.
- 3. Prepare loading data and design criteria.
- 4. Develop an analysis model of the existing level 2 structural floor system for the additional slab infill loading and review the capacity of the existing floor system.
- 5. Prepare the following structural drawings as needed to bid, permit and construct the project:
 - a. General Notes and Design Load Criteria
 - b. Framing Plans



c. Framing Details

6. Prepare specifications for structural items designed by American Structurepoint.

B. CONSTRUCTION PHASE SERVICES

1. Review shop submittals as required in the structural work specifications. Review of submittals shall be for general conformance with the information given and design concept expressed in the contract documents.
2. Respond to Requests for Information to clarify any design questions that arise during construction.
3. Review reports from the testing and inspection agencies to determine if the agency has verified conformance of the reported item of work with contract documents.
4. Initiate appropriate action in response to testing and inspection reports, if required.
5. Make 0 site visits at appropriate stages of construction.
6. At the client's request, provide Record Drawings incorporating the design elements prepared by American Structurepoint. (Note: Record Drawings are not considered "As-Built" drawings. Preparation of "As-Built" drawings is the responsibility of the Construction Manager or General Contractor.)

V. REIMBURSABLE EXPENSES

- A. The following expenses are included in the fee for Basic Services:
1. Reproduction services for plans and specifications for normal in-house coordination.
 2. Overnight postage, certified mail, and delivery services for normal coordination of the project.
 3. Travel expenses for the quantity of meetings and site visits defined in Basic Services.
- B. The following expenses are not included in the fee for Basic Services and will be invoiced to the client at 1.1 times their actual cost:
1. Travel expenses including flights, meals, mileage, rental cars and overnight accommodations for meetings, site visits and other travel in excess of the amount defined in Basic Services. Automobile mileage will be invoiced at the federal standard rate per mile at the time of the occurrence during the project.
 2. Expenses for excessive amount of document preparation, printing, plotting, copying and shipping beyond the amount necessary to produce the project.
 3. Expenses for document printing, plotting, copying and shipping made necessary due to incomplete or incorrect submittals.
 4. Permit application fees and permit fees.
 5. Reimbursable expenses will be invoiced monthly as soon as practical after they occur.

VI. SUPPLEMENTAL SERVICES

- A. The fees listed in the Fee Schedule below represent the total scope of services as we understand it at this time. We do not anticipate the need for the following services as part of our scope of work, but



we are available to provide assistance for a supplemental fee if such a need should arise. These services include but are not limited to:

1. Design or field observation of shoring and bracing for excavations and buildings or underpinning of adjacent structures.
2. Design for progressive collapse provisions of UFC 4-023-03 “Design of Buildings to Resist Progressive Collapse.”
3. Design for blast loads or blast hardening of structural elements other than structural elements supporting glazing systems in accordance with the provisions of UFC 4-010-01 “DoD Minimum Anti-Terrorism Standards for Buildings.”
4. Design of hangers, supports, and bracing for mechanical, electrical, plumbing, and other non-structural components
5. Design of miscellaneous items, including but not limited to, ladders, stairs, handrail, guardrail, etc.
6. Special Inspection Services.
7. Special Inspection Program Administration Services. If requested by the client, we can perform these services at our standard hourly rates.
8. Services resulting from participation in Peer Review process.
9. Analysis of floor slabs or framing systems for temporary or construction loads such as construction hoists, lift trucks, vehicle loads, etc., other than defined in Basic Services.
10. Analysis of floor slabs or framing systems for isolated heavy permanent loads such as racking systems, heavy storage systems, etc., other than defined in Basic Services.
11. Design, detailing and shop drawing preparation for cold-formed steel framing components, assemblies and connections other than those specifically indicated in Basic Services. (These items will be performance specification items designed by the cold-formed steel framing supplier.)
12. Services resulting from concealed or unknown conditions including, but not limited to, surface, subsurface or environmental conditions not identified to us prior to this proposal, and conditions that differ from basis-of-design project documentation provided to us, which affect in whole or in part the performance of the work.
13. Services resulting from changes of scope or magnitude of the project as described above or after the drawings are substantially complete.
14. Services resulting from preparation of additional construction bid packages in excess of the quantity included in Basic Services.
15. Services to prepare documentation for Alternate Bid items requiring development of additional design options not specifically identified in Basic Services.
16. Services to revise structural designs and documents to accommodate changes made by others after submittal of structural documents for bidding/construction.
17. Services for Change Orders resulting from requests by the owner.
18. Services resulting from corrections or revisions required because of errors or omissions in construction by the contractor.



19. Review of additional shop drawing submittals when occasioned by improper or incomplete submittals.
20. Additional design meetings in excess of the quantity included in Basic Services.
21. Additional site visits in excess of the quantity included in Basic Services.



FEE SCHEDULE

B. BASIC SERVICES

Compensation for the professional services described in the scope of services as part of Basic Services is outlined below. We will perform these services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

The fees shown are lump-sum fees for the work as described in the scope of services. Fees for all services will be invoiced on a monthly basis for services as they are performed. Full payment of invoices is due within 30 days from invoice date. If payment is not made within 30 days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

If the assumptions made in the scope of services relative to extent of work are found to change, you will be notified in writing and a new (extra or reduced) fee will be presented. However, the Client and Engineer recognize it may not always be possible to provide written changes, in as much as the Client may need to request immediate change or additional services, and the administrative delays could be detrimental and costly to the project. In which case, requests for additional services will be invoiced on a time and materials basis.

BASIC SERVICES FEES

A. DESIGN PHASE BASIC SERVICES

1. Design Phase Services Total.....\$18,880

B. CONSTRUCTION PHASE BASIC SERVICES

1. Construction Phase Services Total.....\$5,970

C. BASIC SERVICES FEES TOTAL

1. Basic Services Total.....\$24,850



HOURLY RATE SCHEDULE

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$390/hr
Practice Leader / Group Leader	\$335/hr
Sr. Project Manager / Sr. Structural Engineer	\$295/hr
Project Manager	\$260/hr
Sr. Project Engineer	\$220/hr
Project Engineer	\$190/hr
Sr. Staff Engineer	\$165/hr
Staff Engineer	\$150/hr
Sr. BIM Technician	\$175/hr
BIM Technician	\$135/hr
Intern	\$90/hr

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

Date	<u>05/04/2026</u>	Department	<u>Public Works</u>
Name	<u>Lidya Abreha</u>	Phone Extension	<u>5961</u>
BPW Date	<u>05/12/2026</u>		

Review and Approval Required Prior to Submittal to Board

Diversity Compliance and Inclusion Officer	<input type="checkbox"/>	Officer Name	_____
BPW Attorney	<input checked="" type="checkbox"/>	Attorney Name	<u>Michael Schmidt</u>
Dept. Attorney	<input type="checkbox"/>	Attorney Name	_____
Purchasing	<input checked="" type="checkbox"/>	<u>Mickey Lovy</u>	

Check the Appropriate Item Type – Required for All Submissions

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

Required Information

Company or Vendor Name	<u>American Structurepoint, Inc.</u>
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing <input checked="" type="checkbox"/> No
MBE/WBE Contractor	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <u>Completed E-Verify Form Attached</u> <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name	<u>Leighton Building Renovation</u>
Project Number	<u>125-055E</u>
Funding Source	<u>PROJ00000579 – River West Development</u>
Account No.	<u>324-443001</u>
Amount	<u>\$49,050</u>
Terms of Contract	<u>EJCDC</u>
Purpose/Description	<u>Third amendment to cover the next stage of design development for the Leighton Building 1st floor slab infill, 1st floor Main St entry, and 2nd floor garage connection.</u>

For Change Orders Only

Amount of	<input type="checkbox"/> Increase	\$ _____
	<input type="checkbox"/> Decrease	(\$ _____)
Previous Amount		\$ _____
	Increase	_____ %
	Decrease	(_____ %)
Current Percent of Change:		_____ %
New Amount		\$ _____
	Increase	_____ %
	Decrease	(_____ %)
Total Percent of Change:		_____ %
Time Extension Amount:		_____
New Completion Date:		_____