

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/235-9251
FAX 574/235-9171

CITY OF SOUTH BEND JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

September 23, 2025

Vanessa Shumate
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, IN 46240
Vshumate@structurepoint.com

RE: Amendment to Owner-Engineer Agreement – Leighton House Restoration -
Project No. 125-055

Dear Ms. Shumate:

At its September 23, 2025 meeting, the Board of Public Works approved the above referenced amendment in the amount of \$98,075 for conceptual and schematic design for the Leighton Building to consolidate additional City offices.

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

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

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

Enclosures
HH

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

AMENDMENT 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

X Additional Services to be performed by Engineer

X Modifications to Payment to Engineer

3. Description of Modifications

Attachment 1, "Modifications"

Attachment 2, Engineer's proposal dated July 17, 2025

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



Gary A. Gilot, Member



Murray L. Miller, Member



Joseph R. Molnar, Vice President



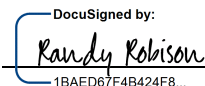
Breana Micou, Member



Attest: Hillary R. Horvath, Clerk

Date: September 23, 2025

ENGINEER:

DocuSigned by:

1BAED67F4B424F8...

By: Randy Robison

Title: Architect

Date Signed:

8/8/2025

This is **Attachment 1**, consisting of 1 page, to Amendment No. 1.

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~~and~~, in Exhibit A, **and in Engineer's proposal dated July 17, 2025.**

2. Section C2.01.A 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 ~~\$103,950~~ **\$202,025** 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	<u>\$57,250</u>
---	------------------------

- | | |
|--|--|
| b. Structural Engineering Consultation | \$13,200 <u>\$22,200</u> |
|--|--|

- | | |
|-------------|---|
| c. M/P/FP/E | \$9,500 <u>\$18,000</u> |
|-------------|---|

- | | |
|--------------------|--|
| d. Pool Assessment | \$16,450 <u>\$31,675</u> |
|--------------------|--|

- | | |
|------------------------------|-----------------|
| e. 3D Scanning and Modelling | <u>\$26,100</u> |
|------------------------------|-----------------|

- | | |
|-----------------------|-----------------------|
| f. Low Voltage | <u>\$3,500</u> |
|-----------------------|-----------------------|

- | | |
|---------------------------|-----------------------|
| g. Cost Estimating | <u>\$4,600</u> |
|---------------------------|-----------------------|



AMERICAN
STRUCTUREPOINT
INC.

Attachment 2

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

July 17, 2025

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: Conceptual and Schematic Design of the first floor and second floors with related MEP and structural systems at the 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 project. We appreciate your confidence and trust in our abilities and thank you for affording us the opportunity to submit the following proposal. A building property conditions assessment as well as a subsequent pool and equipment assessment performed by American Structurepoint, Advanced Engineering Consultants, and Standard Aquatics and Recreation, LLC has already been completed and the attached reports (Exhibits A and B) generated per City approval under a previous proposal. The design process described within this proposal will begin with the conceptual design package previously submitted with updated revisions per City comments.

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 architecture, interior design, and structural engineering services within this proposal. We have also included trusted design consultants to provide mechanical/plumbing, electrical, and fire suppression design, low voltage design, cost estimating, and code review.

Mr. Jitin Kain, AICP

July 17, 2025

Page 2

A brief synopsis of our project understanding follows:

BUILDING

The building is currently owned by the City of South Bend and was previously owned by the Beacon Health Network. Beacon Health currently occupies the first floor. The 5-story facility is comprised of therapy and rehabilitation services in a medical office suite on the first floor, a vacant former children's museum on the second floor, and a fitness center on the third and fourth floors that is currently operated by the YMCA. The fifth floor is comprised of the double-height fitness center basketball court, a mechanical mezzanine, and the flat roof where the primary HVAC systems for the building are located. The building is approximately 90,000 SF in area. A series of recessed pools and jet spas are located on the third floor within the fitness center and have been noted as leaking per attached Exhibit B. It is our understanding that remedial work has been completed by third party contractors hired by the YMCA to repair the leaks in the pool, but that the pool continues to leak. We have included scope/fee for a trusted pool consultant and an American Structurepoint investigative engineer to review the remedial efforts at the pool and make recommendations for continued work to address the leaks. The building's structural concrete and steel frame is assumed to be in good condition except as previously noted in Exhibit B. Recommended remediations to the exterior envelope were noted in the previous PCA but have not been included in this proposal. These remediations can be included if requested by the Client.

It is our understanding that the YMCA intends to locate a daycare on the first floor of the building. **The YMCA's 9,000+/- square foot space on the first floor has not been included in this proposal. A perimeter that aligns with South Bend's design will be provided around the YMCA's area with the space noted as 'Future Design Provided by Others.' The scope of services listed below indicates work on the second floor and an approximately 750 square-foot area on the first floor adjacent to the proposed new building entrance at the southwest corner. No other areas of the building have been included at this time but can be requested by the Client as an additional service.**

SITE

The building is constructed over a below-grade parking garage that is used by building occupants. A second City-owned garage is connected to the building on the east side. A scope of work has not been included for either garage but can be requested by the City as an additional service.

SCOPE OF SERVICES

I. ARCHITECTURAL / INTERIOR DESIGN

Schematic Design (estimated to begin approximately two (2) weeks after approval of this proposal. Approximate 7-week duration)

A. Programming:

1. The City will review staff counts and spatial programming needs with department heads and will provide American Structurepoint with an updated list of needs prior to the start of space planning.

B. Space Planning:

1. Prepare conceptual design layout (blocking diagrams) to identify sizes and locations of spaces identified in the program document. This includes the first and second floors.
2. Attend two (2) virtual meetings to review conceptual blocking diagrams with City staff.

Mr. Jitin Kain, AICP

July 17, 2025

Page 3

- C. Prepare schematic level documents to illustrate the design of the building. Documents will include the following:
 - 1. Floor plans including schematic finish plans and design intent furniture plans
 - 2. Schematic level demolition plans
 - 3. Building elevations on south and west sides (street elevations)
 - 4. One (1) rendered exterior image of the southwest corner for approval by the City
 - 5. Interior Finish Concept: Present two (2) interior finish concepts for overall property
 - 6. Renderings of two (2) key interior spaces
- D. Attend biweekly virtual coordination meetings with the City and design team
- E. Attend a final schematic design review meeting in-person with City staff

II. STRUCTURAL ENGINEERING

- A. Schematically design and detail the proposed new entrance at the SW corner. Anticipated scope includes taking storefronts down to grade and adding an L-shaped canopy.
- B. ~~Schematically design and detail the proposed new entrance at the SE corner. Anticipated scope includes taking storefronts down to grade and adding a small canopy.~~ Schematically design and detail the proposed new door opening to be cut through an existing concrete wall.

III. MECHANICAL/PLUMBING AND ELECTRICAL

- A. American Structurepoint has engaged Advanced Engineering Consulting (AEC) as the MEP design engineer based upon the attached proposal (Exhibit C).

IV. LOW VOLTAGE

- A. American Structurepoint has engaged Korda Engineering as the low voltage design engineer based upon the attached proposal (Exhibit D).

V. COST ESTIMATING

- A. American Structurepoint will engage Blundall Associates, Inc. to provide an Opinion of Probable Cost at the conclusion of Schematic Design per the included allowance.

VI. CODE REVIEW

- A. American Structurepoint will engage RTM Consultants to provide a code review at the conclusion of Schematic Design per the included allowance.

VII. POOL REVIEW

- A. American Structurepoint will engage Standard Aquatics and Recreation, LLC to perform a site visit to review the current state of the YMCA's swimming pools and hot tubs and make remedial recommendations to stop leaks per the attached proposal (Exhibit F). Findings will be provided in a report format.

Mr. Jitin Kain, AICP

July 17, 2025

Page 4

- B. An Investigative Engineer from American Structurepoint will perform a site visit to review the current state of the YMCA's swimming pools and hot tubs and make remedial recommendations to stop leaks and repair adjacent damaged structures. Findings will be provided in a report format.

VIII. PROJECT SCHEDULE

- A. A detailed project schedule through the completion of Schematic Design has been included herein as Exhibit E.

IX. CLARIFICATIONS, ASSUMPTIONS, AND CLIENT PROVIDED ITEMS

For this proposal, we have assumed the following:

- A. This proposal is being provided with the understanding that if the city chooses to proceed, a supplemental proposal will be provided to cover further phases of work.
- B. No variances or annexations will be required for the project.
- C. The owner will make all presentations for public hearings. We will provide technical assistance as noted in the scope of services above.
- D. Any title work that may be required will be provided by the client.
- 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. Water, sanitary, storm sewer, and other utilities are available at the property, and thus no off-site utility extensions will be required.
- H. For the purposes of this proposal, we have assumed cast-in-place concrete construction with limited elements of structural steel.
- I. Existing foundations are to remain.

X. ADDITIONAL SERVICES

Should it be determined the services provided by American Structurepoint will increase beyond the described scope of services due to influences beyond our control, notification will be given to South Bend. American Structurepoint will issue a formal request for adjustment, which will provide the basis for the request and the impact on the project schedule. This will be based upon our standard billing rate schedule. We will continue services on all other aspects of the project. We will proceed with the services as outlined on the additional service request after resolution of the issue in question.

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.

Mr. Jitin Kain, AICP
July 17, 2025
Page 5

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 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 client acknowledges that these fees are estimates and the municipality or utility company will prepare the actual fees. The client will be responsible for all permitting and utility fees that may be required.

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 the 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.

Architectural & Interior Design (includes RTM Code Consulting allowance)	
Schematic Design and Programming.....	\$57,250
Subtotal of Architectural & Interior Design Services	\$57,250
Structural Engineering Consultation/Allowance	
Subtotal of Structural Services.....	\$9,000
Investigative Pool Assessment	
Subtotal of Investigative Services.....	\$5,000
Subtotal of Design Services (provided by American Structurepoint).....	\$71,250
Mechanical, Plumbing, Fire Suppression, & Electrical Services – Advanced Engineering	
Base Design M/P/FP/E Services	\$8,500
Low Voltage Design Services – Korda Engineering	
Low Voltage Services	\$3,500
Cost Estimating Services – Blundall Associates (allowance)	
Cost Estimating Services.....	\$4,600
Pool Assessment – Standard Aquatics and Recreation, LLC	

Mr. Jitin Kain, AICP

July 17, 2025

Page 6

Site Visit and Remedial Recommendations..... \$10,225

Total Design Services (American Structurepoint + Consultants)..... \$98,075


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
- 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. 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.
 - 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 collaborate 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.


Vanessa Shumate, AIA, NCARB, LEED AP
Project Manager, Architecture


Cash E. Canfield, PE
President

VFS/CEC: knw

Attachments: Exhibit A, Property Condition Assessment dated October 17, 2023
Exhibit B, Pool Assessment Report dated January 1, 2024
Exhibit C, AEC proposal dated **July 17, 2025**
Exhibit D, Korda proposal dated November 27, 2023
Exhibit E, Project Schedule dated **July 18, 2025**
Exhibit F, Standard Aquatics and Recreation, LLC proposal dated March 7, 2025.

BOARD OF PUBLIC WORKS AGENDA ITEM REVIEW REQUEST FORM

Date	<u>09/17/2025</u>	
Name	Lidya Abreha	Department <u>Public Works</u>
BPW Date	<u>09/23/2025</u>	Phone Extension <u>5961</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"/> 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
		<input type="checkbox"/> Title Sheet

Required Information	
----------------------	--

Company or Vendor Name	American Structurepoint, Inc.		
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	Completed E-Verify Form Attached	<input type="checkbox"/> Yes
	<input type="checkbox"/> WBE		<input type="checkbox"/> No
Project Name	Leighton Building Renovation		
Project Number	125-055		
Funding Source	PROJ00000579 – River West Development		
Account No.	324-443001		
Amount	\$98,075.00		
Terms of Contract	EJCDC		
Purpose/Description	<u>Amendment to cover the next stage of conceptual and schematic design for the Leighton Building to consolidate additional City offices</u>		

For Change Orders Only

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