



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

January 13, 2026

Mr. Tyler Wolf
Egis BLN USA, Inc.
8320 Craig St.
Indianapolis, IN 46250
Tyler.wolf@egis-group.com

RE: Professional Services Agreement

Dear Mr. Wolf:

At its January 13, 2026 meeting, the Board of Public Works approved the above referenced agreement for the structural investigation of the Howard Park Pedestrian Bridge, Project No. 125-067 in the amount of \$69,000.

Please find enclosed the agreement. Kindly sign and return it to hhorvath@southbendin.gov and retain a copy for your records.

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

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk



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

THIS IS AN AGREEMENT effective as of January 13, 2026 (“Effective Date”) between

Board of Public Works, City of South Bend, Indiana ("Owner") and

Egis BLN USA, Inc. (“Engineer”).

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

Howard Park Pedestrian Bridge Phase I
 (“Project”).

Engineer’s Services under this Agreement are generally identified as follows:

Objective

The Owner’s objective is to perform maintenance and enhancement on Howard Park Pedestrian Bridge. The Project objectives are split into essential maintenance for continued function, preservation, and longevity of the structure and aesthetic enhancements budget permitting.

The Project design phase will be divided into Phase 1 and Phase 2. The Engineer shall perform Phase 1 activities, described herein, which will consist of information gathering, inspection, and preparing opinions of probable cost for maintenance scoping.

Deliverables

- Inspection Report
 - PDF
 - Report will generally follow NBIS template and contain list of deficiencies, assessment of condition, and photographs.
- Load Rating of structure capacity
 - PDF
 - Approximately a 2-page technical report with supporting documentation to determine load carrying capacity of structure relevant to use
- Scoping Report
 - PDF

- Approximately a 5-page report of deficiencies and proposed repairs and maintenance to meet stated goals for continued function, preservation, and longevity of the structure.
- Assessment of ADA compliance and recommendations
- Opinion of probable cost
- Supporting documentation in appendices

Provided by Owner/Others

- Inspection report and documentation of history of the structure if available
- Partial Existing plans if available
- Plan details, specifications, vendor information, and historic cost for desired pedestrian rail
- Conceptual lighting design and opinion of probable cost for scoping
- Coordination with lighting designer
- Access to the site, notification of local agencies that work will be conducted
- Kayak/boat access point

Activities

1. Project Management
 - a. The Engineer shall lead, attend, and prepare minutes for coordination meetings as defined.
 - i. One scoping meeting with the Owner to discuss Phase 1's findings and recommendations.
 1. Assume 2 hours, the Project Manager and design engineer shall attend.
 - ii. Two virtual progress meetings
 1. Assume 30 minutes each, the project manager shall attend
 - iii. One virtual risk assessment workshop
 1. Assume 1 hour, the project manager and design engineer shall attend
 - b. The Engineer shall provide monthly updates to the Owner's project manager documenting the status of the project. The monthly updates shall include at a minimum:
 - i. Work performed during the last month
 - ii. Work to be performed in the next month
 - iii. Outstanding issues needing resolution
 - iv. Review status of the risks
 - c. The Engineer shall follow a document control system for the Project. This includes an internal communication plan and implementation of the Owner's communication plan. All project related e-mails shall contain a proper subject heading referring to the Project for ease of retrieval and searching and shall be stored on the Engineer's secure Outlook platform.
 - d. The Owner shall review monthly subconsultants invoices; provide monthly maintenance for the assumed duration of the contract.
 - e. Quality Assurance for deliverables. Quality Control of each deliverable is detailed and accounted for within each scope task. Quality Assurance is held within this task.
2. Asbestos Inspection
 - a. The existing structure will be inspected for the presence of asbestos containing materials, prior to initiating maintenance and enhancement activities. The results of the inspection will be presented in a formal report that will document the presence of any regulated asbestos containing material (RACM) that will require special removal prior to maintenance activities. Inspectors will be licensed with the Indiana Department of Environmental Management. Fees do not include any Owner meetings proposed for Engineer attendance.
3. Limited Topographic Survey
 - a. General Requirements: The Engineer will perform the fieldwork as required for the topographic survey

- b. Project Limits and Survey Coverage: The anticipated survey limits are listed below:
 - i. East End of Bridge:
 - 1. Topo area is roughly 350 feet by 300 feet beginning at the east edge of concrete of walk path adjacent westerly to S. St. Louis Blvd. and proceeding west for approximately 350 feet. Area will include the western abutment but will stop short of the easternmost pier of the bridge.
 - ii. West End of Bridge:
 - 1. Topo area is roughly 100 feet by 50 feet beginning at the western abutment and proceeding west for 100 feet. Topo is centered on the bridge and will include 25 feet on each side of the center of the bridge. Topo will include landing area at west end of the bridge.
 - iii. Howard Park Bridge:
 - 1. Lighting locations on the deck
 - 2. Top of pier elevations / top of pier geometry
 - 3. Bottom of beams at beam seats east and west
 - 4. Centerline profile of concrete pathway from western extent of sidewalk landing, through the bridge and along the sidewalk at the eastern end to its terminus just west of St. Louis Blvd.
 - 5. Top of abutment, top of wingwalls, bottom of abutment, bottom of wingwalls geometry
 - 6. Photos
 - iv. Assumptions:
 - 1. Utilities will be marked by 811 Indiana Underground
- 4. Utility Coordination
 - a. Initial Notice shall be sent to utilities within the project area
- 5. Bridge Inspection in accordance with applicable INDOT standards
 - a. Travel
 - b. Perform visual inspection and hand length inspection where possible.
 - c. Sound bridge deck
 - d. Measure the structure for load rating calculations
 - e. Photograph structure
 - f. Prepare NBIS-format bridge inspection report
- 6. Load Rating
 - a. Compile available structure data and measurements
 - b. Create bridge model using BRR
 - c. Generate load rating report focused on pedestrian load capacity
- 7. Scoping Report
 - a. Download LiDAR and combine with Survey information
 - b. ADA Calculations
 - i. Assess ADA compliance of bridge approach paths
 - ii. Propose solutions to bring approaches to ADA compliance minimums (maximum 3 solutions examined)
 - c. Prepare recommendations for maintenance and repair options (see assumptions)
 - d. Prepare conceptual quantities for construction items following INDOT pay items
 - e. Prepare opinion of probable cost for maintenance and improvement items.
 - f. Generate Report and Compile supporting documents

Assumptions

- Bridge scope for preservation is anticipated to consist of:
 - Replace bridge deck

- Replace bridge railing
- Install bridge lighting as a safety improvement as part of bridge rail improvements
- Bridge railing to match other pedestrian facilities around South Bend
- Clean and repaint superstructure
- Address approach ADA compliance, including landings and extending length of ramp to reduce slope
- Complete existing bridge plans do not exist
- Bridge is not fracture critical
- Bridge is not scour critical
- Bridge is not historic
- Bridge steel strength will be assumed based on the age of the structure. No testing will be performed of the existing structure.
- Land and right-of-way acquisition is not required
- INDOT Pay Items, Design Standards, and Specifications to be used
- No utility relocation is anticipated
- No endangered species
- Affected trails may be closed during construction (including below the bridge)
- Project is entirely locally funded
- Environmental complications do not exist at the site
- Contract duration for phase 1 is assumed to be four months

Exclusions

- Anticipated Phase 2 activities, including but not limited to:
 - Production of plans, contract documents, permits, technical provisions, 3d renderings of the bridge, public involvement, stakeholder meetings, utility coordination beyond initial notice
 - Opinion of probable cost for aesthetic and functional bridge enhancements, including but not limited to:
 - Stairs, lighting, public art, structural painting beyond standard highway bridge paint treatments
 - Landscape architecture
 - 3D Rendering, plantings, enhancements
- Scour Analysis
- Scour investigation
- Bridge Inspection techniques beyond visual and hand-length inspection methods, including but not limited to, with Non-Destructive Testing (NDT) or Partially Destructive Testing (PDT)). This includes, but is not limited to, chloride testing, measurements using specialized equipment, and coring.
- Lighting analysis
- Geotechnical investigations, deck coring
- Detailed inspection of bridge railing (assumed to be replaced)
- Public involvement, stakeholder meetings
- Environmental Investigations, Categorical Exclusion documents, Red Flag Investigations, etc.
- Grant Management and Administration

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish

services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

B. Engineer shall complete its services within a reasonable time, or within the following specific time period: November 2025 – February 2026

~~C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding ____ months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.~~

2.01 *Payment Procedures*

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within ~~30~~ **35** days of receipt. ~~If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the 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.~~ In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all **non-disputed** claims against Engineer for any such suspension. ~~Payments will be credited first to interest and then to principal.~~

3.01 *Termination*

A. The obligation to continue performance 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 Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

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 for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.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 of

notice; 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, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer 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.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all **non-disputed** services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *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 4.01.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, 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. 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.

5.01 *General Considerations*

- A. 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. Subject to the foregoing standard of care, 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.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's 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 Project 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.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. 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 employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. The Owner acknowledges the Engineer's construction documents, including all electronic files, as instruments of professional services. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, 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. 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.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, 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, and (2) agree that Engineer's total liability to Owner

under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, 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 Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. A Lump Sum amount of \$69,000.00 based on the following estimated distribution of compensation:

a. Project Management	\$ 10,650.00
b. Limited Topographical Survey	\$ 14,300.00
c. Utility Coordination	\$ 750.00
d. Bridge Inspection	\$ 12,550.00
e. Load Rating	\$ 9,700.00
f. Asbestos Inspection	\$ 6,200.00
g. Engineering Assessment Report	\$ 14,850.00
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

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

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: January 13, 2026

Engineer:

Egis BLN USA, Inc.

By:

Title: Scott Kluesner, COO

Date: _____

Engineer License or Firm's Certificate No. 1997122368 (Business ID)

State of: Indiana

Address for giving notices:

215 S Dr Martin Luther King Jr Blvd
South Bend, Indiana 46601

Address for giving notices:

8320 Craig St, Indianapolis, Indiana 46250

Designated Representative (Paragraph 8.03.A):

Abigail Magas, P.E.

Designated Representative (Paragraph 8.03.A):

Tyler Wolf

Title: City Engineer

Title: Vice President of Bridge Department

Phone Number: (574) 235-9206

Phone Number: (317) 806-3007

Facsimile Number: (574) 235-9171

Facsimile Number: _____

E-Mail Address: amagas@southbendin.gov

E-Mail Address: tyler.wolf@egis-group.com



This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____, ____.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 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 Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

Office Manager	\$ <u>330.00</u> /hour
Department Manager	<u>330.00</u> /hour
Project Manager	<u>295.00</u> /hour
Project Engineer	<u>220.00</u> /hour
Engineer Intern	145.00/hour
Senior Environmental Analyst	<u>265.00</u> /hour
Environmental Analyst	<u>150.00</u> /hour
Land Surveyor	<u>275.00</u> /hour
Senior Project Coordinator	<u>295.00</u> /hour
Project Coordinator	140.00/hour
CAD Technician	165.00/hour
Survey Technician	185.00/hour
R/W Services Technician	180.00/hour
RPR	160.00/hour
Legal/Contracts	230.00/hour
Office Intern	80.00/hour
Technical Intern	85.00/hour
Administration	170.00/hour

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

Date: 12/29/2025
Name: Caitlin Wyant, EI Department of Public Works – Engineering Division
BPW Date: 01/13/2026 Phone Extension: 7483

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 Egis BLN USA, Inc.
New Vendor ☒ Yes ☐ If Yes, Approved by Purchasing
☐ No
MBE/WBE Contractor ☐ MBE ☐ WBE Completed E-Verify Form Attached ☐ Yes ☐ No
Project Name Howard Park Pedestrian Bridge
Project Number 125-067
Funding Source River West TIF
Account No. PO #41362
Amount \$69,000
Terms of Contract _____
Special Contract Provisions _____
Purpose/Description Structural investigation of pedestrian bridge

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:		_____