



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

April 14, 2026

Ms. Jerica Kay Barlow
JQOL Global LLC
8440 Allison Pointe Blvd., Suite 425
Indianapolis, IN 46250
jbarlow@jqolusa.com

RE: Amendment No. to Professional Services Agreement

Dear Ms. Barlow:

At its April 14, 2026 meeting, the Board of Public Works approved the above referenced amendment for the redesign of the Nexus Center elevator, Project No. 125-016 in the amount of \$38,700.

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

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

This is **EXHIBIT K**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 13, 2025.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: May 13, 2025
- b. Owner: City of South Bend
- c. Engineer: JQOL Global LLC
- d. Project: Nexus and Main / Wayne Garage Elevators

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services: civil and surveying services. An allowance for architectural services is also included.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: To reduce costs, the new elevators shaft at the existing Nexus Center is being moved for the interior of the building as indicated in the original scope, to the exterior of the building. This shift will result in updated structural design services.

["Global_Change Order_Nexus Elevator Shaft_2026_R2"]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$48,000
- b. Net change for prior amendments: \$ N/A
- c. This amendment amount: \$38,700
- d. Adjusted Agreement amount: \$86,700

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

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 April 6, 2026.

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President




Joseph R. Molnar, Vice President



Murray L. Miller, Member

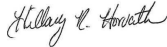


Breana M. Micou, Member



Abigail E. Magas, Member

Attest:



Hillary R. Horvath, Clerk

Date: April 14, 2026

ENGINEER:



By: Jerica Kay Barlow

Title: Director of Structural Engineering - IN

Date Signed: April 6, 2026

April 6, 2026

JQOL CHANGE ORDER REQUEST

Zak Tebell
City of South Bend
215 S Dr. Martin Luther King Jr. Blvd, Suite 400
South Bend, IN 46601

Reference: Nexus Elevator Shaft South Bend, IN

Dear Zak Tebell,

We propose to render professional structural engineering services in connection with the Nexus Elevator Shaft in South Bend, IN (hereinafter called "the project"). This proposal represents a legal agreement between JQOL Global LLC., the designer of record and City of South Bend (Client). We will provide the Basic Services as described in Project Description below. Terms and Conditions shall be as provided in this proposal.

Change Description

To reduce costs, the new elevator shaft at the existing Nexus Center is being moved from the interior of the building to the exterior of the building. This shift will result in updated design and drawings. This change requires the additional services of civil design and surveying. Both scopes are included in this change order

Project Description (Structural)

1. Structural design of a new elevator shaft at the existing Nexus Center in South Bend, Indiana.
2. This proposal assumes the shaft will be structurally independent of the existing building.
3. Elevator shaft will service the basement, first and second floors of the existing structure.
 - a. Elevator shaft will be reinforced masonry with a cast-in-place concrete foundation.
 - b. Elevator shaft will be located on the exterior of the building where the low roof transitions to the high roof on the east wall.
4. Structural modifications to the existing building will be limited to support of the exterior façade.
5. The new shaft may impose snow drift to the low roof. This proposal includes existing joist analysis.
6. This proposal assumes an architect will be included on this project team. Architectural services are not provided in this proposal.

Project Description (Civil)

1. The project is located at 3607 S Main Street, South Bend, IN 46614.
2. JQOL will provide the following civil engineering services:
 - a. Site layout based on architectural/structural placement of the elevator shaft.

- b. Grading plan
 - c. Utility coordination if necessary
 - d. Erosion control plan
 - i. It is assumed that the site is less than an acre of disturbance and no SWPPP/CSGP will be required
3. This proposal assumes that no site permitting will be required

Project Description (Survey)

1. Surveyor will prepare a Topographic Survey for the site including the following:
 - a. Establish horizontal control (State Plane East and Ground System)
 - b. Establish vertical control (1988 Datum)
 - i. Set a minimum of 1 temporary benchmark on site to be used during construction
 - c. Select topographic survey (50-foot grid) and 25-foot overlap topographic survey
 - i. Show spot elevations to the nearest 0.1 foot
 - ii. Provide the location, size and elevation of all improvements within the survey limits
 - iii. Plot the location of storm drainage structures, sanitary structures, roads, driveways, edges of curbs, parking areas, walks, water's edge of ponds (if available), drainage ways, fencing, etc.
 - iv. Provide the location and size of individual trees outside of wooded areas larger than 4" DBH within the survey limits
 - v. Plot the location of the drip line of all groups of tree and vegetation where locating individual trees is not feasible
 - vi. Measure finish floor elevation at each entrance and exit of existing building(s) within the survey limits
 - d. Locate aboveground evidence of utilities on site, plus marks made on the ground by local utility companies (One Call). One Call will only locate utilities within the public right-of-way or within recorded easements
 - e. CAD Drafting and creation of a TIN and contours (1-foot contour interval)
 - f. Check property corners
 - g. Review fees are the responsibility of the Client

Fee for Basic Services

1. Based on the stipulations in this letter, the lump sum fee (LSF) for Basic Services will be:
 - a. Structural Fee: \$20,000.00
 - b. Civil Fee: \$ 5,000.00
 - c. Survey Fee: \$ 3,700.00
 - d. Architectural Allowance: \$10,000.00

Total Fee: \$38,700.00 (thirty-eight thousand seven hundred dollars)

- Reimbursable expenses will be billed to the Client as stated in Reimbursable Expenses listed below. Reimbursable expenses are not part of the Basic Service fee.

REIMBURSABLE EXPENSES

Description	Rate
Courier	Cost x 1.10
UPS	Cost x 1.10
Reproduction	\$0.50 per square foot
Copying	Cost x 1.10
Mileage	\$0.80 per mile
Travel – Airfare	Cost x 1.10
Travel – Car Rental	Cost x 1.10
Travel – Hotel	Cost x 1.10
Travel – Parking	Cost x 1.10
Additional Site Visits	\$1,400 per Visit
Permit Fees	Cost x 1.10

Fee for Additional Services

- Fees for additional services will be billed to the client at an agreed upon price, or at the stated hourly rates. A letter authorizing JQOL Global to proceed with additional services must be received before any work will be done. Hourly rates are as follows:

Principal	\$300.00	Engineering Director	\$250.00
Senior Engineer	\$180.00	Project Manager	\$160.00
Project Engineer	\$140.00	Design Engineer	\$130.00
Administration	\$75.00		
- Substantial changes to the Project Description, or major revisions after the acceptance of design development drawings, shall be subject to additional fees based on the hourly rates or as negotiated.

Billing

- Billing of the original agreement applies.

Items Not in Scope of Work

JQOL Global assumes no responsibility, neither stated nor implied, for the adequacy of the following:

- Mechanical, Electrical, Plumbing layout, design, function, compatibility, dimensions, etc.
- Fire protection layout, design, function, compatibility, dimensions, etc.
- Landscape layout, design, function, compatibility, dimensions, etc.
- Services relating to Special Inspections, as outlined in IBC, are specifically omitted from this Agreement; Special Inspection Services shall be by separate contract between Construction Manager and Structural Engineer of Record.

5. Hazardous materials.

This agreement, consisting of five pages, represents the entire understanding between the Client and JQOL Global with respect to the project and can only be modified in writing signed by both firms. If it satisfactorily sets forth your understanding of our agreement, please sign this proposal and return it to JQOL Global.

Thank you very much for considering JQOL Global for this project.

Sincerely,

JQOL Global LLC



Jerica Barlow, P.E.

Director of Structural Engineering | IN

Accepted:

By: _____

Title: _____

Date: _____





8440 Allison Pointe Blvd, Suite 425
Indianapolis, IN 46250
317-661-1964
www.jqolusa.com

Terms and Conditions

This is an agreement effective as of the date signed by Client ("Effective Date"). Terms and conditions of the original agreement apply.

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

Date: 4/7/2026
 Name: **Zak Tebell** Department of Public Works – Engineering Division
 BPW Date: 4/14/2026 Phone Extension: 9358

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 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: Ratify Emergency Contract		<input type="checkbox"/> Ease./Encroach

Required Information

Company or Vendor Name JQOL
 New Vendor Yes If Yes, Approved by Purchasing
 No
 MBE/WBE Contractor MBE Completed E-Verify Form Attached Yes
 WBE No
 Project Name Nexus Center Elevator
 Project Number 125-016
 Funding Source PR-00040873
 Account No. 430-10-102-121-443001--PROJ00000632
 Amount \$38,700
 Terms of Contract Amendment 1
Special Contract Provisions N/A
 Purpose/Description Amendment 1 including redesign of Nexus Center elevator.

For Change Orders Only

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