



# CITY OF SOUTH BEND

## BOARD OF PUBLIC WORKS

May 26, 2026

Mr. David McCormick  
McCormick Engineering  
234 N. Ironwood Dr.  
South Bend, IN 46615  
[david@mccormickeng.com](mailto:david@mccormickeng.com)

RE: Amendment No. 1 to Professional Services Agreement

Dear Mr. McCormick:

At its May 26, 2026 meeting, the Board of Public Works approved the above referenced amendment for final design for the LaSalle Storm Sewer Extension, Project No. 125-075 in the amount of \$350,320.

Please find enclosed the agreement. Kindly sign and return it to [hhorvath@southbendin.gov](mailto:hhorvath@southbendin.gov) and retain a copy for your records.

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

# LETTER OF TRANSMITTAL

DATE: May 8, 2026  
PROJECT NO: 125-075  
Lasalle Ave SSP  
ATTENTION: Lidya Abreha  
Project Engineer  
SUBJECT: Amendment No. 1 to PSA  
TO: South Bend City Hall  
215 S. Dr. Martin Luther King Jr. Blvd., Suite 400  
South Bend, IN 46601  
(574) 235-5961

SENT VIA:

- STANDARD MAIL
- FEDEX
- UPS
- DHL
- HAND DELIVERY
- ELECTRONIC

## WE ARE SENDING YOU ATTACHED:

No. COPIES	DOCUMENT REFERENCE DATE	No. PAGES PER COPY	DESCRIPTION
1	05/8/2026	41	Exhibit A for Amendment No 1
1	05/8/2026	2	Exhibit K for Amendment No 1
1	05/8/2026	1	Time and Materials Manhour Estimate Support

## THESE ARE TRANSMITTED AS CHECKED BELOW:

<input checked="" type="checkbox"/> FOR APPROVAL <input type="checkbox"/> FOR YOUR USE <input checked="" type="checkbox"/> AS REQUESTED <input type="checkbox"/> FOR REVIEW AND COMMENT	<b>REMARKS:</b>          
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Copy To:

By: David L. McCormick, PE, BC.WRE



### McCormick Engineering, LLC

234 N. Ironwood Dr.  
South Bend, Indiana 46615  
Tel (574) 232-6800

[www.mccormickeng.com](http://www.mccormickeng.com)

This is **EXHIBIT A**, consisting of **41** pages, as part of the **Amendment 1** to the **Agreement between Owner and Engineer for Professional Services** dated November 12, 2025, as

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as amended below.

### **PART 1 – BASIC SERVICES**

#### *A1.03 Final Design Phase – Amended to Include Additional Design Services*

- A. Prepare final Drawings and Specifications and other documents outlined in Section A1.03 of the Contract, to now include Final Design Phase services for the sites addressed in the original Agreement.
- B. Perform Geotechnical services in the form of soil borings and geotechnical recommendations via subconsultant to support the design and construction of proposed features under provision A1.03.A.4 of the Contract.
- C. Perform Structural Engineering services related to the design of a specialty hydraulic drop structure via subconsultant to support the design and construction of proposed features under provision A1.03.A.4 of the Contract.
- D. Perform regulatory delineation services related to the design of improved outfall erosion control protection via subconsultant to support the design and construction of proposed features under provision A1.03.A.4 of the Contract.
- E. Perform traffic signal improvements for signal camera installation at the intersection of Main Street and Lasalle Avenue via subconsultant to support the design and construction of proposed features under provision A1.03.A.4 of the Contract.

#### *A1.04 Bidding or Negotiating Phase – Amended to Include Additional Services*

- A. Assist Owner in the solicitation and negotiation of Bids outlined in Section A1.04 of the Contract, to now include the Bidding Services for the sites addressed in the original Agreement.

#### *A1.06 Post-Construction Phase*

Perform services during the Post Construction Phase outlined in Section A1.06 of the Contract, to now include Post-Construction Phase services to observe apparent defects in the Work.

May 1, 2026

Mr. David McCormick, PE  
**McCormick Engineering**  
234 N Ironwood Dr.  
South Bend, Indiana 46615

Sent via email: [david@mccormickeng.com](mailto:david@mccormickeng.com)

RE: Proposal for Geotechnical Engineering Exploration Services  
**Proposed Sewer Separation and Outfall Improvements Project**  
Lasalle Ave. and Main St., South Bend, Indiana  
AES Proposal No. 2026-335G

Dear Mr. McCormick:

As requested, Advanced Engineering Services (AES) is pleased to submit the following proposal for conducting a geotechnical engineering exploration for the above project.

### PROJECT INFORMATION

McCormick Engineering is preparing plans for a sewer separation and outfall improvements project near the referenced roadways in downtown South Bend, Indiana. It is reported that improvements to the outfall at the St. Joseph River just south of Main Street will include a new energy dissipation vault and a new 78-inch diameter outfall pipe. The available drawings indicate that the energy dissipation vault will be installed to a depth of about 25 ft below current grade and cover about 300 sft in plan area. The new storm sewers inverts will reportedly be about 15 ft below the existing ground elevation.

The test locations on Lassalle Ave. and Main St. are existing roadway within an urban setting. The test locations at the outfall are within a riverwalk park with trees. The test locations appear to be relatively flat with a slight slope from west to east towards the St. Joseph River. No costs for site clearing or private utility locator (GPR) service are included in this proposal.

### PURPOSE

The purpose of the exploration is as follows:

- Obtain information regarding the existing subsurface soil and groundwater conditions noted at the test locations.
- Determine selected engineering characteristics of the subsurface materials encountered during the exploration.
- Provide recommendations for proposed improvements and earth related activities based on the field and laboratory tests completed at the site.

## SCOPE OF WORK

Our scope of work will include the following:

1. The test locations will be marked/staked based on the drawing provided to us, accessibility, existing features, etc.
2. We request an existing ground surface topographic map to interpolate surface elevation at the borings. No surveying is included in the proposal.
3. Indiana-811- the one call center will be notified to mark all existing utilities within the public areas. No private utility locator service is included in the proposal.
4. Limited traffic control is included in this proposal for the borings performed with the roadway.
5. AES proposes to explore the subsurface soil and groundwater conditions at the site by drilling a total of six (6) soil borings with three (3) along LaSalle St., one (1) boring on Main St., one (1) boring near the outfall, and one (1) near the proposed vault location. Five (5) roadway and outfall borings will be drilled to a depth of 25 ft and one (1) vault soil boring will be drilled to a depth of drilled to a depth of 50 ft below the present ground surface. Based on the schedule, the project will involve a total drilling of up to 175 linear ft.
6. Split-spoon samples will be obtained at two and one-half (2½) ft to five (5) ft intervals for laboratory analysis. Standard Penetration Tests (SPT) values will be recorded for each split spoon sample.
7. Groundwater observations will be made during and immediately after completion of the drilling. No long-term groundwater observations are included in the proposal.
8. Our exploration will include limited laboratory testing on representative soil samples to determine its classification and understand strength, compressibility, and other engineering characteristics of subsurface materials.
9. The results of our field exploration and laboratory tests will be utilized in the engineering analyses in formulation of our recommendations and will be presented in a written report signed by a registered professional engineer.

## COST ESTIMATE

The total fee for the above geotechnical engineering exploration will be as follows:

1. Six (6) Borings, Lab, and Report:	<b>Lump Sum Fee \$15,160.00</b>
2. One (1) day (two flagmen, truck, signage):	<b>Lump Sum Fee \$3,700.00</b>
<b>Total Project Cost:</b>	<b>Lump Sum Fee \$18,860.00</b>

## ASSUMPTIONS

The above fee is based on the following assumptions:

1. The test locations will be accessible to truck or ATV-mounted drill rig. No site clearing, towing or dozer service, tree or fence removal to access boring locations, stand-by time, additional safety training, permit, etc., is included in the proposal.
2. Limited traffic control will be provided for borings within the public roadway.
3. No costs for drilling through hard materials, compacted slag, thick concrete or rock coring is considered in this proposal.
4. While we will notify Indiana-811, we cannot assume any liabilities for disruption of services caused by break in utility lines not adequately marked in the field. No private utility locator service is included. The client is responsible for marking any private utilities at the test locations.
5. While the depths of the soil borings included in the scope of work are generally adequate for the type of construction and loadings stated previously, it is possible that the depth may need to be revised due to poor subsurface conditions. In such cases, we will contact you prior to any additional drilling.
6. The boreholes will be backfilled and patched, where applicable, with auger cuttings after the drilling operations. Please note that it is not possible to pack the soil back in the drill holes so tight that there will be no subsequent subsidence. This proposal does not include costs for restitution of landscape or other surface damage due to field activities. Excess cuttings (if any) will be distributed at the site.
7. The client will obtain authorization from the landowner to perform the field drilling and sampling.
8. We assume that the fieldwork will be completed in one mobilization of equipment and crew in two 8-hour days during regular working hours.
9. This proposal does not include assessment or remediation of any environmental conditions present at the site. If apparently impacted materials are encountered during the field testing, the drilling will be stopped until the proper course of action is determined.
10. Our estimate covers the work needed to present our findings and recommendations in a report form. Should changes in the project scope occur, you will be contacted for approval prior to performing the additional work.

## TIME ESTIMATE

AES is prepared to begin work immediately upon receiving written authorization. Please note, a minimum of forty-eight (48) hours is required by law in order to mark the existing utilities (if any).

Based on favorable weather and ground conditions, we would be able to schedule field drilling in about 6 to 8 weeks and submit a written report in about 8 to 10 weeks from the date we receive a written authorization.

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Mr. David McCormick, McCormick Engineering  
Geotechnical Proposal for Proposed Sewer Separation and Outfall Improvements Project, South Bend, Indiana  
AES Proposal No. 2026-335G Dated April 24, 2026  
Page 4 of 7

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## CONCLUSION

AES - Client: General Terms and Conditions are attached and are a part of this proposal. This proposal/contract and all the terms and conditions herein are subject to credit approval by AES's credit department. If this proposal is acceptable, please complete the enclosed Proposal Acceptance Sheet and return it to us so that we may initiate the exploration work.

We appreciate the opportunity to offer these services and look forward to working with you on this project. If you have any questions, please feel free to contact us at your convenience.

Respectfully submitted,

**Advanced Engineering Services Inc. (AES)**



Eric K. Morphis, EIT  
Team Engineer  
[ekm@adv-engrs.com](mailto:ekm@adv-engrs.com)



Akhtar Zaman, PE  
Principal Engineer  
[anz@adv-engrs.com](mailto:anz@adv-engrs.com)

Attachment

### PROPOSAL ACCEPTANCE FORM

This Agreement is made by acceptance below of the Contract Document dated May 1, 2026, by and between **McCormick Engineering** ("Client") of (Address) **234 N Ironwood Dr., South Bend, Indiana 46615** and Advanced Engineering Services (AES) of Hammond, IN.

Client and AES agree as follows:

- 1. **CONTRACT DOCUMENT** – Referred to as the "Contract Document" or "Agreement." Defined as: PROPOSAL ACCEPTANCE FORM, attached GENERAL TERMS AND CONDITIONS, and proposals that include a scope of services, fee schedules and other documents (as listed).

**PROFESSIONAL SERVICES** – AES will provide professional services ("Services") for the Client as indicated in Proposal No. 2026-335G dated May 1, 2026, for the Proposed Sewer Separation and Outfall Improvements Project in South Bend, Indiana, for the lump sum fees of \$15,160.00 for the borings, lab and report and \$3,700.00 for limited traffic control for roadway borings, for a **total project cost of \$18,860.00**.

- 2. **DESIGNATED REPRESENTATIVES** – The parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

DESIGNATED REPRESENTATIVE  
**Advanced Engineering Services Inc. (AES)**

Name: Akhtar Zaman  
Address: 844 169<sup>th</sup> Street  
Hammond, IN 46324

Phone: 219.933.7888

DESIGNATED REPRESENTATIVE  
**CLIENT: McCormick Engineering**

Name: Mr. David McCormick, PE  
Address: 234 N Ironwood Dr.  
South Bend, Indiana 46615

Phone: 574.232.6800

OUR SIGNATURE INDICATES THE ACCEPTANCE OF THE CONTRACT DOCUMENT, AS DEFINED ABOVE, UNLESS EXPRESSLY MODIFIED IN WRITING.

ACCEPTED BY:  
Advanced Engineering Services Inc. (AES)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED BY:  
CLIENT: \_\_\_\_\_

By: \_\_\_\_\_  
(Person authorized to execute contracts & payment)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

## AES – CLIENT TERMS AND CONDITIONS

**1. SERVICES TO BE PERFORMED:** AES's proposal describes the work to be performed ("Services"), the location ("Site"), fees and/or rates to be charged, including equipment, sampling, and necessary reimbursable expenses. AES will be authorized to proceed with the Services, when Client indicates its acceptance by signing this Agreement. The proposal, and any attachments, including but not limited to this Agreement, shall comprise the Contract.

**2. ADDITIONAL SERVICES:** If any additional or different Services are required to complete an existing proposal, these additional Services shall be set forth in a Change Order form satisfying all applicable and appropriate requirements including a separate schedule of fees and Services ("Change Order").

**3. COMPENSATION:** Client will pay AES for Services and expenses in accordance with the Contract Documents. AES will submit periodic invoices to Client together with reasonable supporting documentation and a final bill upon completion of its services. AES may require full or partial payment prior to the start of the project. Otherwise, full payment is due upon receipt of the invoice regardless of whether Client has been reimbursed by any other party. Any outstanding invoice over 30 days will incur a monthly interest of 1.5%. AES may suspend work, withhold reports and vacate the site without liability if payment is not received. Unless otherwise agreed in writing, there shall be no retainage. Client will indemnify AES for all claims concerning the suspension of work due to nonpayment regardless of whether the claims are by the Client, someone claiming through the client, or by a third party. Client agrees to pay AES's attorney's fees, and all other costs incurred in collecting past due amounts.

**4. SITE ACCESS:** Client grants or shall obtain a right of entry or permits for AES to access the parts of the Site necessary to complete the requested Services. Client acknowledges that due to the nature of some Services unavoidable damage may occur. Client waives its right of recovery for such unavoidable damage, and if Client is not the owner of the Site, Client agrees to indemnify and defend AES against any claims by the owner and/or occupant for any such damage. AES is not liable for damages caused by exploratory sampling to identify, quantify, or evaluate the subsurface conditions. AES is not responsible for unforeseen conditions that exist on the Site that prohibit or deter AES from gaining access to complete the requested services.

**5. TEST AND SAMPLING LOCATIONS:** The accuracy of sampling locations and elevations will be based on approximate measurements or estimates. The Client should retain the services of a professional surveyor, if greater accuracy is required. Client will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. AES reserves the right to deviate a reasonable distance from the sampling locations due to site conditions.

**6. UTILITIES:** AES will contact the state underground utility locator service to identify existing underground structures prior to the field activities. It is the Client's responsibility to mark or furnish the locations of all underground man-made utilities or other structures that is not marked by the state locator service. Client shall indemnify, defend and hold harmless AES from and against any claims, losses or damages incurred or asserted against AES related to Client's failure to mark, protect or advise AES of underground structures or utilities.

**7. LIMITATIONS OF METHOD RELIABILITY:** The Client agrees that all testing methods have inherent reliability limitations; no method or number of samples can guarantee that a condition will be discovered within the performance of the Services as authorized by the Client. The Client further acknowledges and agrees that reliability of testing methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the Client's selection of Services. AES's observations only represent conditions observed at the time of the Site visit. AES is not responsible for changes that may occur to the Site when AES is not present. Please note that conditions outside the test locations may be different.

**8. INTERPRETATION OF DATA:** Client recognizes that subsurface conditions may vary from those encountered at the locations where the samples are obtained and that interpretations and recommendations of AES's personnel are based solely on the information available to them. AES shall not be responsible for the interpretation of AES data by third parties, or the information developed by third parties from such data.

**9. THIRD PARTY INFORMATION:** AES is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. AES shall not be liable for the failure of such agencies to produce accurate or complete information.

**10. SITE CONTROL:** AES's testing and observation of the work of other parties on a project shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by AES's employees does not mean that AES is observing or verifying all Site work or placement of all materials. Client agrees that AES will only make random on-Site observations as appropriate and will not relieve others of their responsibilities to perform the work.

**11. STANDARD OF CARE:** AES's Services as defined by the Contract Documents shall be performed in accordance with generally accepted industry principles and practices, consistent with the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. Client agrees to give AES written notice within six months of any breach or default under this section and to provide AES a reasonable opportunity to cure such breach or default, without the payment of additional fees to AES, as a condition precedent to any claim for damages.

**12. SAFETY:** AES shall not be responsible for health and safety procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on Site, unless otherwise specified in the Contract Documents.

**13. OBLIGATIONS OF CLIENT:** Client warrants that all information provided to AES concerning the required Services is complete and accurate to the best of Client's knowledge. Client agrees to inform AES of any hazardous conditions on or near the Site known to Client prior to and/or during the work. Client understands that AES is relying upon the completeness and accuracy of information supplied by Client and AES will not independently verify such information unless otherwise included in the Contract.

## AES – CLIENT TERMS AND CONDITIONS

Client shall indemnify and hold AES harmless for any costs, expenses or damages incurred by AES due to Client's failure to follow applicable reporting and governmental requirements. Client will not hold AES liable if AES's recommendations are not followed, waives any claim against AES, and agrees to defend, indemnify and hold AES harmless from any claim or liability for injury or loss that results from failure to implement AES's recommendations.

**14. SAMPLES AND EQUIPMENT:** Unless otherwise specified in the Contract Documents or required by law, AES will not retain any samples obtained from the Site. At no time does AES assume ownership of the samples; all samples shall remain the property of the Client, including equipment contaminated during AES's Services that cannot be adequately cleansed. AES will, however, sign manifests "on behalf of" and as agent for Client; provided Client authorizes AES in writing.

**15. RIGHT TO STOP WORK:** If, during the performance of the Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in AES's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, AES may immediately suspend all work.

**16. AES AND CLIENT INDEMNIFICATION:** AES shall indemnify and hold Client harmless against claims, demands, and lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of AES, in connection with activities conducted in the performance of the Services.

The Client shall indemnify and hold AES harmless from and against claims, demands, and lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of the Client or other contractors retained by Client in connection with activities conducted in the performance of the Services.

If a dispute arises between the parties resulting in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred. Client agrees that all indemnifications granted to AES shall also be granted to those subcontractors retained by AES for the performance of the Services.

**17. LIMIT OF LIABILITY:** AES's total liability for all claims, liabilities or causes of action of any kind, including but not limited to negligence, bodily injury or property damage, and breach of contract or warranty, shall be limited to one million dollars.

**18. CONSEQUENTIAL DAMAGES:** In no event shall either party to this Agreement be liable to the other party for any indirect, incidental, consequential, or punitive damages, including but not limited to loss of financing, loss of business or reputation, loss

of income, loss of profit, loss of rent, loss or restriction of use of property, or any other business losses; regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether either party shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

**19. WARRANTY:** AES makes no representations, guarantees, or warranties, either express or implied, regarding the performance of the Services.

**20. DOCUMENTS:** Project-specific documents and data produced by AES under this Agreement shall, upon completion of the Services and payment of the amounts owed to AES, become the property of Client. AES shall have the right, but not the obligation, to retain copies of all such materials.

**21. THIRD-PARTY CLAIMS:** Client agrees to pay AES's costs (including reasonable attorney's fees) for defending AES against any claims or subpoenas that a third party or a regulatory agency asserts against AES related to the Services provided to the Client.

**22. TERMINATION OF CONTRACT:** This Agreement may be terminated by either party upon seven (7) days written notice to the other party; provided that, any incomplete or unfinished Services will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the Client, AES shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

**23. FORCE MAJURE:** Neither Client nor AES shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts of the Government, or materially different Site conditions, fires, explosions, accidents, floods, strikes, or other conceded acts of workers, or changes in laws and regulations, etc.

**24. GENERAL PROVISIONS:** This Agreement represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained herein shall be construed to be for the benefit of any persons not a party to this Agreement. No third-party beneficiary rights are created. AES is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence. Performance of this Agreement shall be governed in accordance with the laws of the state in which the Site is located.

April 28, 2026

Mr. David McCormick, PE  
McCormick Engineering, LLC  
234 N. Ironwood Dr.  
South Bend, IN 46615

Subject: **Lasalle Avenue Bridge Wetland Delineation  
Professional Services Proposal**

Dear Mr. McCormick,

Christopher B. Burke Engineering LLC is pleased to provide this proposal for professional environmental services related to the Lasalle Avenue bridge in South Bend, Indiana. The following is our understanding of the assignment, scope of services, and estimated fee in support of the project.

### **UNDERSTANDING OF THE ASSIGNMENT**

It is our understanding that you would like Burke to perform a wetland delineation for the site 100 feet upstream of the Lasalle Avenue bridge in South Bend, Indiana. Burke will provide the following services for this work.

### **SCOPE OF SERVICES**

**Task 1 - Field Reconnaissance and Wetland Delineation Report:** Burke will complete a site investigation to determine the limits of wetlands/"waters of the U.S." present. The completed wetland delineation will be based on observations made during the field visit and information collected from soils maps, topographic data, aerial photography, available stream gage data, floodplain data, and the National Wetlands Inventory. Information collected on the other jurisdictional waters (streams) will include presence or absence of an ordinary high-water mark, OHWM dimensions, photo documentation, and GPS location of identified potentially jurisdictional streams. We will complete the wetland delineation based on the methodology established by the U.S. Army Corps of Engineers in the Regional Supplement to the *Corps of Engineers Wetland Delineation Manual: Northcentral Northeast Region*. Burke staff will map wetlands and other jurisdictional waters found on site using a sub-meter accurate GPS unit, a method of wetland mapping approved by the USACE.

Burke will summarize the results of the field reconnaissance into a wetland/"waters of the U.S." delineation report. The report will be based upon the *USACE Northcentral Northeast Supplement*. Included exhibits will depict the approximate wetland and stream/OHWM and approximate property boundaries, National Wetland Inventory, soil survey, floodplain, USGS topography, and site photographs and their locations. We will also attach the USACE Northcentral Northeast Region data forms for the property. The GPS wetland and stream survey will be our base wetland boundary map. The report will include an opinion of federal and state jurisdiction over the subject wetland and stream areas. If no wetlands or jurisdictional stream channels are identified on site, we will clearly state this in the summary report and provide background data supporting this opinion.

## SCHEDULE

Burke will complete the on-site field reconnaissance visit within two weeks of notice to proceed. You and/or your representative will be notified prior to Burke entering the property. The completed final wetlands/"waters of the U.S." delineation report will be delivered to you within one month of notice to proceed.

## ESTIMATED FEE

We have estimated the total fee for completing this project will not exceed **\$8,000**. We will bill you monthly, on a time and material basis, for assigned tasks in accordance with our attached standard charges for professional services. Should the requested services exceed the estimated fee, Burke will prepare an amendment for the additional requested services.

In addition, our contract will be established in accordance with the attached general terms and conditions, which are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional meetings or additional services that are not included in the preceding fee will be billed at the attached hourly rates.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me or Jon Ellingson at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE  
Executive Vice President

**THIS PROPOSAL, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY MCCORMICK ENGINEERING, LLC:**

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Enclosures: Standard Charges for Professional Services  
General Terms and Conditions

<b>Personnel</b>	<b>(\$/Hr)</b>
Engineer VI	305
Engineer V	280
Engineer IV	225
Engineer III	195
Engineer I/II	165
Resource Planner V	225
Resource Planner IV	185
Resource Planner III	155
Resource Planner I/II	135
Engineering Technician IV	190
Engineering Technician III	170
Engineering Technician I/II	130
CAD II	155
CAD I	125
GIS Specialist IV	190
GIS Specialist III	190
GIS Specialist I/II	130
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	195
Environmental Resource Specialist III	155
Environmental Resource Specialist I/II	135
Environmental Resource Technician	115
Administrative	105
Engineering Intern	75
Information Technician I/II	100

*\*Charges include overhead and profit*

<b>Direct Costs</b>	
Outside copies, messenger, delivery services, mileage	Cost + 12%

*Christopher B. Burke Engineering, LLC reserves the right to increase these rates after December 31, 2026.*

**1. Relationship Between Engineer and Client:**

Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

**2. Responsibility of the Engineer:**

Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement

concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

**3. Changes:**

Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

**4. Suspension of Services:**

Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

**5. Termination:**

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

**6. Documents Delivered to Client:**

Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files.

Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine-readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the

Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

- 7. Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

**8. Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

**9. Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

**10. Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the

extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

**11. Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

**12. Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**13. Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

**14. Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and

shall not be construed to be a waiver of any provision, except for the particular instance.

**15. Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

**16. Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."

**17. Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

**18. Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

**19. Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

**20. Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs

(including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

**21. Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

**22. Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

**23. Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**24. Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

**25. Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

**26. Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day

period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

**Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

**Suspension of Services.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

**27. Indemnity Clause:** When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by

law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

## **28. Job Site Safety/Supervision and Construction**

**Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the

Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

**29. Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance, naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

**30. Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/ mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

*February 23, 2010-INDIANA*

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

April 29, 2026

McCormick Engineering, LLC  
234 N. Ironwood Dr.  
South Bend, IN 46615

Attention: David McCormick, PE, BC.WRE, MBA, CPESC, CPSWQ, CESSWI

Subject: Proposal for Structural Engineering Services  
LaSalle Avenue Sewer Separation Project  
South Bend, Indiana

Dear Mr. McCormick:

Christopher B. Burke Engineering Ltd. (CBBEL) is pleased to provide this proposal to provide structural engineering services for the LaSalle Avenue Sewer Separation Project. This proposal includes our Understanding of the Assignment, Scope of Services and Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

CBBEL understands that McCormick Engineering, LLC (McCormick) is preparing plans for the LaSalle Avenue Sewer Separation Project. The project requires increasing flow to an existing permitted outfall along the St. Joseph River. To help reduce velocities at the pipe outfall, McCormick is proposing a drop structure with a slotted grating dissipator. McCormick is requesting CBBEL provide structural engineering services for the design of the proposed drop structure. The structure is anticipated to be approximately 24' long, 12' wide and 25' deep. Actual dimensions will be refined during design.

In addition to the design of the structure, CBBEL will provide on-call structural engineering services to review contractor submittals and respond to contractor requests for information.

Geotechnical services will be performed by others. It is assumed that a geotechnical report will be provided to CBBEL prior to design.

**SCOPE OF SERVICES**

The following tasks will be required to perform this work.

Task 1 – Preliminary Sizing of Drop Structure: CBBEL will work with McCormick to size the proposed drop structure. McCormick will provide CBBEL will all required hydraulic information to size the structure and energy dissipating grate. It is anticipated that this will be an iterative process requiring up to two meetings (via Teams) to finalize.

Task 2 – Structural Plans, Specifications and Estimate: Upon sizing the structure, CBBEL will prepare structural plans, specifications, and cost estimate for the proposed structure. It is anticipated that the plans will include a general plan layout of the structure, general notes, a bill of materials and two section and detail sheets.

CBBEL will use INDOT standard pay items or City standard special provisions where applicable. Otherwise, project-specific Special Provisions will be written as needed. It is assumed that prefinal plans, specifications and a cost estimate will be submitted to McCormick and the City for review. CBBEL will respond to and incorporate all McCormick and City comments into the final bid documents.

This task will include coordination with the project geotechnical engineer, as well as meeting with McCormick as needed to maintain project momentum.

Task 3 – On-Call Structural Engineering Services: CBBEL will provide on-call structural engineering services as needed (up to 48 hours). It is anticipated that this task will include the development of miscellaneous design details not covered under Task 2, review of project submittals for the drop structure (e.g. reinforcement layout, concrete mix design, etc.), as well as responding to Contractor RFI’s. Additionally, CBBEL will review Contractor submittals for the pipe connection to the downstream headwall (not designed by CBBEL).

**ESTIMATE OF FEE**

We have determined the following fees for each of the tasks described in this proposal.

Task	Fee
Task 1 – Preliminary Sizing of Drop Structure	\$ 5,000
Task 2 – Structural Plans, Specifications and Estimate	\$ 15,920
Task 3 – On-Call Structural Engineering Services	\$ 12,000
Direct Costs	\$ 200
<b>TOTAL NOT-TO-EXCEED FEE: \$ 33,120</b>	

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE  
President

Encl. Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND  
CONDITIONS ACCEPTED FOR MCCORMICK ENGINEERING, LLC:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

JMB  
N:\PROPOSALS\ADMIN\2026\McCormick Engineering South Bend LaSalle Ave Structural.042926.docx

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
STANDARD CHARGES FOR PROFESSIONAL SERVICES  
EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2026**

<u>Personnel</u>	<u>Hourly Rate</u>
Engineer VI	290
Engineer V	250
Engineer IV	215
Engineer III	190
Engineer I/II	165
Survey V	250
Survey IV	235
Survey III	215
Survey II	170
Survey I	145
Engineering Technician V	230
Engineering Technician IV	205
Engineering Technician III	150
Engineering Technician I/II	135
CAD Manager	225
CAD Technician II	165
CAD Technician I	145
GIS Specialist III	190
GIS Specialist I/II	165
Landscape Architect II	215
Landscape Architect I	190
Landscape Designer III	165
Landscape Designer I/II	130
Environmental Resource Specialist V	250
Environmental Resource Specialist IV	205
Environmental Resource Specialist III	175
Environmental Resource Specialist I/II	150
Environmental Resource Technician	150
Business Operations Department	170
Project Specialist	125
Engineering Intern	95
Transportation Planner VI	290
Transportation Planner V	250
Transportation Planner IV	215
Transportation Planner III	190
Transportation Planner I/II	165
Communications V	220
Communications IV	195
Communications III	170
Communications I/II	150

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

These rates are in effect until December 31, 2026, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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May 8, 2026

Mr. David McCormick  
Partner  
McCormick Engineering, LLC  
234 N Ironwood Dr  
South Bend, IN 46615

Re: City of South Bend Traffic Signal & Street Light Modification Design Services

American Structurepoint, Inc., is pleased to provide this proposal for Traffic Signal & Street Light Modification Design Services in South Bend, Indiana. Our proposed services are as follows.

#### **SCOPE OF SERVICES**

##### **TRAFFIC SIGNAL DESIGN SERVICES**

American Structurepoint shall prepare signal design plans as directed by the Client, special provisions for the specifications, and other submittal documents in accordance with the accepted standards for such work except as modified by the supplemental specifications, if any, and in accordance with the following: the American Association of State Highway and Transportation Officials A Policy on Geometric Design of Highways and Streets; Manual of Uniform Traffic Control Devices; and the Indiana Department of Transportation's Standard Specifications at the following locations:

- i. LaSalle Avenue & Main Street
- ii. LaSalle Avenue & Dr. MLK, Jr. Boulevard

#### **1. Plan Development**

- A. Signal design plans are anticipated to include: Signal Design Sheets, Vehicle Detection Table, and a Summary of Quantities Sheet (by location).
  - 1) One (1) project verification site visit and one (1) virtual progress coordination meeting (if necessary). A project walk through is not anticipated, and traffic control to complete the site verification is not anticipated.
  - 2) American Structurepoint will review submissions consisting of the following in accordance with Chapter 14 of the INDOT Design Manual:
    - a) Stage 3 Plans – City of South Bend Submittal
      - i) Stage 3 Signal Design, Specifications (RSP/USP), and Quantities
      - ii) Stage 3 Cost Estimate
      - iii) QC/Q

- b) Final Tracings
  - i) Final Signal Design, Specifications (RSP/USP), and Quantities
    - (1) Final Pedestrian Push Button Details
  - ii) Final Cost Estimate
  - iii) Final QC/QA

### **LIGHTING DESIGN SERVICES**

American Structurepoint shall prepare lighting design plans for the existing lighting structure that is anticipated to be impacted in Gwen Stiver Park. The lighting design services consist of preparing lighting design plans, specification, and quantities for the following submittals: Stage 3 Plans (90%), and Final Tracings Plans (100%). The light pole and luminaire fixtures shall be selected by the City of South Bend to match the adjacent lighting in the vicinity of the park. This task will consist of limited utility coordination to ensure that the proposed location can utilize the previous connection point/service.

The lighting design will be based on the current editions of the *Indiana Design Manual*, the ANSI-IES guidelines, and the Town of South Bend design standards.

- i. This task is anticipated to include the following:
  - a) Photometric analysis of the horizontal and vertical illuminance for vehicles and pedestrians using Visual Lighting 2020 to determine the layout of the light poles (location and offset).
  - b) Determination of lighting circuitry and voltage drop calculations, quantity calculations and cost estimation, and lighting specifications.
- ii. This task is NOT anticipated to include continuous/corridor lighting, underpass lighting, or pedestrian mid-block crossing lighting.

### **BID AND CONSTRUCTION PHASE SERVICES**

1. American Structurepoint shall attend the pre-bid conference, answer contractor questions, and issue addenda as appropriate.
2. American Structurepoint shall review the contract bid package and coordinate any necessary corrections.
3. American Structurepoint shall review all shop drawings for this contract during construction. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, or accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, coordination of the work with other trades, all of which are the sole responsibility of the Contractor. American Structurepoint 's review shall be conducted with reasonable promptness while allowing sufficient time in American Structurepoint's judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. American Structurepoint shall not be responsible for any deviations from the Construction Documents not brought to the attention of American Structurepoint in writing by the Contractor. American Structurepoint shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
4. Following the award of a construction contract, American Structurepoint will be responsible for attending the preconstruction meeting.

5. During the course of construction, American Structurepoint shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of American Structurepoint’s plans. All such inquiries will be made only by persons designated by the Client to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. American Structurepoint shall not be required to respond to inquiries by persons other than the Client’s designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

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.

**SUPPLEMENTAL SERVICES**

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

1. TOPO Survey, Utility information and coordination to be provided by others.
2. Roadway design or review services are not included as part of this scope of work
3. Additional meetings beyond what is identified in the scope including Commission meetings.
4. Data collection
5. Capacity analysis for any intersections and scenarios beyond what is identified in the scope
6. Additional analysis types such as crash history data or forecasted safety analysis
7. Complex micro-simulation models such as 3D vehicle simulations
8. Signal warrant analysis
9. Sight distance evaluations
10. Design and permitting of the proposed improvements with the R/W, exclusive of those identified in the scope

**COMPENSATION**

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

Traffic Signal Design Services.....	(lump sum) \$14,700
Lighting Design Services.....	(lump sum) \$9,500
Bid and Construction Phase Services (if authorized) .....	(hourly, not to exceed) \$5,000
<b>Total.....</b>	<b>\$29,200</b>

Mr. David McCormick  
May 6, 2026  
Page 4

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.

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. If this proposal and the attached general conditions are acceptable, please return an executed copy of this letter. We will consider receipt of an executed letter our notice to proceed.

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

Very truly yours,  
American Structurepoint, Inc.



Patrick M. O'Connor, PE, PTOE  
Team Leader

PMO:csf

**If the terms of this proposal and attached General Conditions are agreeable, indicate your acceptance by returning a signed copy of this letter. We will consider this our notice to proceed.**

\_\_\_\_\_  
**Accepted by**

\_\_\_\_\_  
**Printed Name**

**Date:** \_\_\_\_\_

**AMERICAN STRUCTUREPOINT, INC.  
TRANSPORTATION GROUP  
2026 STANDARD HOURLY RATES SCHEDULE**

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect from Jan 1, 2026, to Dec 31, 2026 are:

<b><u>EMPLOYEE CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Principal	\$465
Project Manager	\$355
Senior Engineer	\$275
Project Engineer	\$225
*Staff Engineer	\$170
Senior Planner	\$220
Project Planner	\$205
*Staff Planner	\$115
Senior Environmental Specialist	\$320
Environmental Specialist	\$200
*Staff Scientist	\$125
Senior Designer	\$315
*Designer	\$245
*Senior Technician	\$225
*Technician	\$145
*Researcher	\$180
Senior Registered Land Surveyor	\$300
Registered Land Surveyor	\$235
Staff Land Surveyor	\$160
*Senior Survey Crew Chief	\$235
*Survey Crew Chief	\$180
*Survey Crew Member (1)	\$120
*Resident Project Representative	\$225
*Construction Inspector	\$160
*Interns and Co-ops	\$95
Landscape Architect	\$185

\*Rates for these classifications are subject to overtime premium of an additional 0.18 x hourly rate.

Rates shall be escalated at the rate of 5% per year and will be applicable on Jan 1<sup>st</sup> of each year.

## REIMBURSABLE EXPENSES

Reimbursable expenses include direct expenses incurred by American Structurepoint, Inc., or our consultants in the performance of work which is directly related to the project. These expenses are in addition to compensation for Basic and Supplemental services. Reimbursable expenses will be invoiced at 1.1 times our direct costs. These expenses include, but are not limited to, the following:

- Renderings, models, or colored elevations
- Governmental agency review or permit fees
- Reproduction of documents for governmental agency review, bidding, or construction
- Reimbursable expenses charged to us by subconsultants
- Airline tickets, car rental, mileage, and per diem expenses for out-of-town travel
- Couriers and overnight deliveries, including FedEx, UPS, or similar carriers

The following expenses, if incurred in the process of providing professional services included in basic services, are included in the fee noted and are not considered reimbursable expenses:

- Printing for in-house purposes and progress meetings
- Plotting expenses
- Computer charges
- Postage and handling

## General Conditions

These general conditions apply to the letter agreement dated May 8, 2026, referencing Proposal Number 2026.01503 by and between McCormick Engineering, LLC, 234 N. Ironwood Drive, South Bend, Indiana 46615, hereinafter referred to as “Client”, and American Structurepoint, Inc., 9025 River Road, Suite 200, Indianapolis, Indiana 46240, hereinafter referred to as “Consultant,” wherein it is agreed as follows:

Standard of Care. The Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the Consultant.

Ownership of Documents. All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory, and other reserved rights, including the copyright thereto. If desired, the Consultant shall provide the Client with a reproducible copy of final documents to be used in operation and maintenance of the project.

Access to Records. Full access to the work during the progress of the work shall be available to the Client. The Consultant and his subconsultants shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement, and for three years from the date of final payment under the terms of this agreement, for inspection by the Client.

Liability for Damages. The presence of the Consultant or its employees and subconsultants at a construction/project site shall not relieve the General Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees the General Contractor shall be solely responsible for jobsite safety.

Changes in Work. In the event the Client requires a major change in scope, character, or complexity of the Consultant’s services after the services have progressed as directed by the Client, adjustments in compensation to the Consultant and adjustments to time allowed for performance of the services as modified shall be negotiated by the Client and the Consultant in the exercise of their honest and reasonable judgment. The Consultant shall not commence the additional services or the change of the scope of the services until a supplemental agreement is executed and the Consultant is authorized in writing by the Client.

Insurance. The Consultant shall procure and maintain throughout the term of this agreement the following types of insurance.

- ◆ Worker’s Compensation insurance as required by law
- ◆ Comprehensive General Liability insurance including contractual liability and liability arising out of the use of automobiles
- ◆ Professional Liability insurance

Payment Terms. The Consultant may submit to the Client a maximum of one invoice voucher per calendar month for work covered under this agreement. The invoice voucher shall represent the value, to the Client, of the partially completed services as of the date of the invoice voucher. Payment is due upon receipt of the invoice.

Suspension of Services. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- ◆ Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- ◆ Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- ◆ Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- ◆ Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Non-Discrimination. The Consultant and its subconsultants, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of services under this agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, or ancestry.

Successors and Assignees. The Client and the Consultant each binds itself and its successors, executors, administrators, and assignees to the other party of this agreement, and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this agreement. Except as above set forth, neither the Client nor the Consultant shall assign, sublet, or transfer its interest in this agreement without the written consent of the other.

Supplements. This agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this agreement.

Governing Law. This agreement shall be interpreted and enforced according to the laws of the State of Indiana.

Limitation of Liability. To the fullest extent permitted by law, Client and Consultant (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 Consultant's total liability to Client under this Agreement shall be limited to the total amount of compensation received by Consultant, whichever is greater.

Mediation. In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to this agreement or the project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 12, 2025.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**Amendment No.   1**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: November 12, 2025
- b. Owner: Board of Public Works, City of South Bend
- c. Engineer: McCormick Engineering, LLC
- d. Project: DTSB Lasalle Avenue Sewer Separation Project

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:
  - i. Final Design Phase services outlined in Section A1.03 of the Contract are added to the Contract
  - ii. Bidding and Negotiating Phase services outlined in Section A1.04 of the Contract are added to the Contract
  - iii. Post-Construction Phase services outlined in Section A1.06 of the Contract are added to the Contract
  - iv. Geotechnical services in the form of soil borings and geotechnical recommendations via subconsultant are added to the Contract
  - v. Structural Engineering services related to the design of a specialty hydraulic drop structure via subconsultant are added to the Contract
  - vi. Regulatory jurisdiction delineation services related to the design of improved outfall erosion control protection via subconsultant are added to the Contract
  - vii. Traffic signal improvements at the intersection of Main Street and Lasalle Avenue via subconsultant are added to the Contract
  - viii. Supplemental survey services to refine the alignment and profile of the existing 78-inch diameter curvilinear outfall and to delineate existing pavement striping
- b. For the Additional Services or the modifications to services set forth above, and described in Exhibit A, hourly rates performed on or after the date of this Amendment remain unchanged from Appendix 2 to Exhibit C of the original agreement as follows:
- c. Preliminary Design Phase Service compensation as set in Appendix 1 of the Agreement for is reduced reduction for hourly time and materials from McCormick Engineering services in the amount of \$14,400 and an increase in supplemental

survey subconsultant work in the amount of \$10,500, for a net credit in the amount of \$3900 for Preliminary Design Phase compensation.

- d. For the Additional Services or the modifications to services set forth above, and described in Exhibit A, Owner shall pay Engineer the following additional or modified compensation:

Hourly by employees class as set in Appendix 1 of the Agreement for total additional net compensation estimated to be \$261,140 (including \$3900 credit for Preliminary Design phase)

- e. Subconsultant Reimbursable Services:

Lump sum reimbursable fees from subconsultant to perform additional services included in the compensation for Basic Services under Paragraph C2.0 are:

Table with 2 columns: Service Name, Amount. Rows include Geotechnical Engineering Services (\$18,860), Structural Engineering Services (\$33,120), Wetland Delineation Services (\$8,000), Traffic Signalization Improvement Services (\$29,200), and Subtotal Subconsultant Services (\$89,180).

- f. Agreement Summary (Reference only)

Table with 2 columns: Item, Amount. Rows include 1. Original Agreement amount (\$123,000), 2. Net change for prior amendments (\$0), 3. This amendment amount (\$350,320), and 4. Adjusted Agreement amount (\$473,320).

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 \_\_\_\_\_.

OWNER:

ENGINEER: McCormick Engineering, LLC

CITY OF SOUTH BEND, INDIANA BOARD OF PUBLIC WORKS

[Signature]

Elizabeth A. Maradik, President

[Signature]

Joseph R. Molnar, Vice President

[Signature]

[Signature]

Murray L. Miller, Member

[Signature]

Breana N. Micou, Member

By: Tracy A. McCormick

Title: Managing Member

Abigail E. Magas, Member

[Signature]

Attest: Hillary R. Horvath, Clerk

Date: May 26, 2026

Date Signed: May 8, 2026



Man Hour Estimate for Amendment 1 to Professional Services

Work Description	Estimated Hours	Hourly Rate	Original Contract Amount	Amendment #1 Contract Amount	Amendment #1 Contract Change
<b>Study and Report Phase</b>					
Owner		\$ 200	\$ -	\$ -	\$ -
Licensed Engineer		\$ 160	\$ -	\$ -	\$ -
<b>Phase Subtotal</b>			\$ -	\$ -	\$ -
<b>Preliminary Design Phase</b>					
Owner	184	\$ 200	\$ 48,000	\$ 36,800	\$ (11,200)
Licensed Engineer	180	\$ 160	\$ 32,000	\$ 28,800	\$ (3,200)
Subconsultant - Topographic Survey Work			\$ 43,000	\$ 53,500	\$ 10,500
<b>Phase Subtotal</b>			\$ 123,000	\$ 119,100	\$ (3,900)
<b>Final Design - Gwen Stiver Park Phase</b>					
Final Design Drawings and Specifications					
Owner	160	\$ 200	\$ -	\$ 32,000	\$ 32,000
Licensed Engineer	120	\$ 160	\$ -	\$ 19,200	\$ 19,200
Application for Permits (Non-modeling IDNR application))					
Owner	40	\$ 200	\$ -	\$ 8,000	\$ 8,000
Licensed Engineer	40	\$ 160	\$ -	\$ 6,400	\$ 6,400
Opinion of Probable Cost Support					
Owner	32	\$ 200	\$ -	\$ 6,400	\$ 6,400
Licensed Engineer	32	\$ 160	\$ -	\$ 5,120	\$ 5,120
Bidding Document Preparation & Coordination					
Owner	60	\$ 200	\$ -	\$ 12,000	\$ 12,000
Licensed Engineer	40	\$ 160	\$ -	\$ 6,400	\$ 6,400
<b>Subtotal - McCormick Gwen Stiver Phase</b>			\$ -	\$ 95,520	\$ 95,520
<b>Final Design - Lasalle Ave SSP Phase</b>					
Final Design Drawings and Specifications					
Owner	240	\$ 200	\$ -	\$ 48,000	\$ 48,000
Licensed Engineer	200	\$ 160	\$ -	\$ 32,000	\$ 32,000
Application for Permits (INDOT R/W)					
Owner	20	\$ 200	\$ -	\$ 4,000	\$ 4,000
Licensed Engineer	20	\$ 160	\$ -	\$ 3,200	\$ 3,200
Opinion of Probable Cost Support					
Owner	32	\$ 200	\$ -	\$ 6,400	\$ 6,400
Licensed Engineer	32	\$ 160	\$ -	\$ 5,120	\$ 5,120
Bidding Document Preparation & Coordination					
Owner	80	\$ 200	\$ -	\$ 16,000	\$ 16,000
Licensed Engineer	80	\$ 160	\$ -	\$ 12,800	\$ 12,800
<b>Subtotal - McCormick Lasalle Ave SSP Phase</b>			\$ -	\$ 127,520	\$ 127,520
<b>Subconsultants - Gwen Stiver Park and Lasalle Ave SSP Phases</b>					
Subconsultant - Geotechnical Borings (Both GSP and Lasalle sites)			\$ -	\$ 18,860	\$ 18,860
Subconsultant - Structural Engineering (GSP Site)			\$ -	\$ 33,120	\$ 33,120
Subconsultant - Wetland Delineation (GSP Site)			\$ -	\$ 8,000	\$ 8,000
Subconsultant - Traffic Control Signalization (Lasalle Ave site)			\$ -	\$ 29,200	\$ 29,200
<b>Final Design Phase Subconsultant Subtotal</b>			\$ -	\$ 89,180	\$ 89,180
<b>Bidding and Negotiating Phase (2 Bid Packages)</b>					
Owner	80	\$ 200	\$ -	\$ 16,000	\$ 16,000
Licensed Engineer	60	\$ 160	\$ -	\$ 9,600	\$ 9,600
<b>Phase Subtotal</b>			\$ -	\$ 25,600	\$ 25,600
<b>Construction Phase</b>					
Owner	N/A	\$ 200	\$ -	\$ -	\$ -
Licensed Engineer	N/A	\$ 160	\$ -	\$ -	\$ -
<b>Phase Subtotal</b>			\$ -	\$ -	\$ -
<b>Post Construction Phase (2 Bid Packages)</b>					
Owner	50	\$ 200	\$ -	\$ 10,000	\$ 10,000
Licensed Engineer	40	\$ 160	\$ -	\$ 6,400	\$ 6,400
<b>Phase Subtotal</b>			\$ -	\$ 16,400	\$ 16,400
<b>TOTAL</b>	<b>1822</b>		<b>\$ 123,000</b>	<b>\$ 473,320</b>	<b>\$ 350,320</b>

	Original	Amended	Difference
Preliminary Design Phase Fees - McCormick T&M	\$ 80,000	\$ 65,600	\$ (14,400)
Preliminary Design Phase Fees - JPR Survey Work	\$ 43,000	\$ 53,500	\$ 10,500
Amendment 1 McCormick T&M Fees for Additional Work	\$ -	\$ 265,040	\$ 265,040
Amendment 1 Additional Services Subconsultant Fees	\$ -	\$ 89,180	\$ 89,180
Contract Totals	\$ 123,000	\$ 473,320	\$ 350,320

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

Date	<u>5/15/2026</u>	Department	<u>Public Works</u>
Name	<u>Lidya Abreha</u>	Phone Extension	<u>5961</u>
BPW Date	<u>5/26/2026</u>		

**Review and Approval Required Prior to Submittal to Board**

<input type="checkbox"/> Diversity Compliance and Inclusion Officer	<input type="checkbox"/>	Officer Name _____
<input type="checkbox"/> BPW Attorney	<input type="checkbox"/>	Attorney Name <u>Michael Schmidt</u>
<input type="checkbox"/> Dept. Attorney	<input type="checkbox"/>	Attorney Name _____
<input type="checkbox"/> Purchasing	<input type="checkbox"/>	<u>Mickey Lovey</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>McCormick Engineering, LLC</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	<b>Completed E-Verify Form Attached</b>	<input type="checkbox"/> Yes
	<input type="checkbox"/> WBE		<input type="checkbox"/> No
Project Name	<u>LaSalle Storm Sewer Extension</u>		
Project Number	<u>125-075</u>		
Funding Source	<u>667-06-605-517-431000, PR00044185</u>		
Account No.	_____		
Amount	<u>\$350,320</u>		
Terms of Contract	_____		
Purpose/Description	<u>Amendment #1 to cover final design service costs for outfall improvements and storm sewer separation improvements from the St Joseph river to Lafayette Boulevard along Lasalle Avenue.</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:			_____	