



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

May 26, 2026

Mr. Jon Stolz
Christopher Burke Engineering, LLC
220 W. Colfax Ave., Suite 700
South Bend, IN 46601
jstolz@cbbel-in.com

RE: Amendment No. 1 to Professional Services Agreement

Dear Mr. Stolz:

At its May 26, 2026 meeting, the Board of Public Works approved the above referenced amendment for additional services for Edison Rd. and SR23 Sidewalk Improvements in the amount of \$18,500.

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

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 9, 2025.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: City of South Bend
- c. Engineer: Christopher B. Burke Engineering, LLC
- d. Project: Edison Road & State Road 23 Sidewalk Improvements

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services: See attached proposal.
- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: See attached Standard Charges for Professional Services.
- c. Other portions of the Agreement (including previous amendments, if any) are modified as follows:
 - See attached Exhibit 1 with the following documents:
 - Page 1 of EJCDC E-500 Agreement – Updated project title.
 - Page 15 of EJCDC E-500 Agreement – Removed strikethrough on 8.01.K. to include Exhibit K.
 - Page 3 of Exhibit A – Remove strikethrough for A1.03 Final Design Phase
 - Page 4 of Exhibit A – Remove strikethrough for A1.04 Bidding or Negotiating Phase

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ 31,200
- b. Net change for prior amendments: \$ N/A
- c. This amendment amount: \$ 18,500
- d. Adjusted Agreement amount: \$ 49,700

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

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is May 26, 2026.

OWNER:

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Murray L. Miller, Member

Abigail E. Magas, Member



Joseph R. Molnar, Vice President



Breana N. Micou, Member



Attest: Hillary R. Horvath, Clerk

Date: May 26, 2026

ENGINEER:

Christopher B. Burke Engineering, LLC

By: 

Jon D. Stolz, PE

Title: Executive Vice President

Date Signed: May 19, 2026

May 5, 2026

Dan Jones
City of South Bend
215 S. Dr. Martin Luther King Blvd., Ste. 400
South Bend, IN 46601

Subject: **Angela Blvd Sidewalk Extension from Twyckenham to SR 23
Amendment No. 1 - Final Design**

Dear Mr. Jones,

In accordance with our contract, we are notifying you of a change in the scope of work for this project that will result in additional work that was not included in our original contract. The specific scope changes and resulting additional fees are outlined below.

BACKGROUND

Burke initially completed a topographic survey and right-of-way verification to develop 30% design plans for a sidewalk extension along Angela Boulevard. Upon completion of the 30% design, Burke provided the city with a written summary of each option and met with city staff to review the preliminary design. Following this meeting, Burke prepared an exhibit incorporating the discussed revisions for the city's use in coordinating with adjacent property owners.

At the city's request, Burke will proceed with final design and preparation of bid documents for construction of the proposed sidewalk extension. The final design and bid documents will be developed with the intent that the construction of the project will be completed prior to the University of Notre Dame's first home football game on September 12, 2026.

ADDITIONAL SCOPE OF WORK ITEMS

Task 1 - Final Design and Bid Documents: Burke will incorporate comments received during preliminary engineering to complete the final design for the concrete sidewalk extensions on the north and south sides of Angela Boulevard between Twyckenham Drive and SR 23. Burke will advance the plans and bid documents to the 90% design stage and submit them to the city for review. Following the city's review of the 90% design documents, Burke will finalize the documents for bidding. Burke has budgeted for one meeting with city staff to review the 90% design documents.

Task 2 - Right-of-Way Encroachment: During final design, Burke will prepare and submit a Right-of-Way Encroachment application to the Board of Public Works on behalf of the Ivy Court property owner to allow the existing Ivy Court sign to be relocated within the right of way. It is assumed that city staff will assist in coordinating with the Ivy Court property owner to complete the encroachment application. Burke has budgeted to attend one Board of Public Works meeting for encroachment approval.

Task 3 - Bidding Assistance: Burke will attend and provide necessary support for a pre-bid meeting. We will assist in addressing contractor questions and issuing necessary addenda. Following the bid opening, Burke will

compile certified bid tabulation sheets and assist city staff in analyzing the bids provided. It is assumed that city staff or representatives will assist in coordination of notice to bidders, distribution of plans, and completion of the bid openings, as needed.

ESTIMATED FEE

We have estimated the total cost for the tasks outlined above to be **\$18,500**. This amendment would increase the total estimated fee for this project to \$49,700 and is subject to the general terms and conditions included in the original contract dated December 9, 2025.

We appreciate your consideration of this matter and look forward to working with you towards successful completion of this project. Please contact me at 317.266.8000 or Andy Gebhard at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE
Executive Vice President

Personnel	(\$/Hr)
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*

Direct Costs	
Outside copies, messenger, delivery services, mileage	Cost + 12%

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

EXHIBIT 1

Revised pages from Agreement dated 12/09/2025



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

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

THIS IS AN AGREEMENT effective as of December 9 , 2025 ("Effective Date") between
Board of Public Works, City of South Bend, Indiana ("Owner") and
Christopher B. Buke Engineering, LLC ("Engineer").

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

Edison Road
~~Angela Boulevard~~ Sidewalk Extension from Twyckenham Drive to SR 23 ("Project").

Engineer's services under this Agreement are generally identified as follows:

Preliminary Design for sidewalk extension along Angela Blvd. Engineer's subconsultant to provide
topographic survey and verify R/W. Amendment required for Final Design, Bidding & Negotiation
Phase, Construction Phase, etc.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to

31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- ~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **NOT INCLUDED**~~
- ~~E. Exhibit E, Notice of Acceptability of Work. **NOT INCLUDED**~~
- ~~F. Exhibit F, Construction Cost Limit. **NOT INCLUDED**~~
- G. Exhibit G, Insurance.
- ~~H. Exhibit H, Dispute Resolution. **NOT INCLUDED**~~
- I. Exhibit I, Limitations of Liability.
- ~~J. Exhibit J, Special Provisions. **NOT INCLUDED**~~
- K. Exhibit K, Amendment to Owner-Engineer Agreement. **INCLUDED****

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables: Prepare and submit Right-of-Way Encroachment application on behalf of Ivy Court to allow the existing Ivy Court sign to be relocated with the Right-of-Way.
 5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 14 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
 6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 14 calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
- ~~C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~
- ~~D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is _____. If more prime~~

contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 7. ~~Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: *[here list any such tasks or deliverables]*~~
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. ~~Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

