



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

July 14, 2026

Mathieu D. Doyle
DLZ Indiana, LLC
2211 E. Jefferson Blvd.
South Bend, IN 46615
mdoyle@dlz.com

RE: Professional Services Agreement

Dear Mathieu:

At its July 14, 2026 meeting, the Board of Public Works approved the above referenced amendment for the second phase of the South Bend Range Cleanup, Project No. 125-020B in the amount of \$117,600.

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

Sincerely,
/s/Hillary Horvath
Hillary Horvath, Clerk

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of 07/14 , 2026 ("Effective Date") between
Board of Public Works, City of South Bend, Indiana ("Owner") and
DLZ Indiana, LLC ("Engineer").

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

Cleanup of South Bend Range, Phase II ("Project").
Engineer's services under this Agreement are generally identified as follows:

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 Engineer pursuant to this Agreement. Engineer may use such requirements, programs,

instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 35 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. ~~amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all **non-disputed** amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same

time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any

failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. **The Owner acknowledges the Engineer's construction documents, including all electronic files, as instruments of professional services. Nevertheless, the final construction documents, including all electronic files, prepared under this agreement shall become the property of the Owner upon completion of services and payment in full of all monies due to the Engineer. The Owner shall not reuse or make any modification to the construction documents without the prior written authorization of the Engineer.** ~~All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.~~
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are

the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.

- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- G. **At completion of any survey services and upon payment of monies due the Engineer for those services, the Engineer shall provide the owner with all survey data and drawings, upon which it will become the property of the Owner.**
- H. **At completion of any traffic study services and upon payment of monies due the Engineer for those services, the Engineer shall provide the owner with all data and models, upon which it will become the property of the Owner.**

- I. **At completion of any geotechnical or material investigation services and upon payment of monies due the Engineer for those services, the Engineer shall provide the owner with all data, upon which it will become the property of the Owner.**

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance."~~Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. ~~Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.~~
- D. ~~Owner and~~ Engineer shall each deliver to the **Owner** ~~other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. ~~All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.~~
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner ~~and Engineer~~ and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. *Suspension:*
 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with

this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- ~~A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.~~

- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H.~~ If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents,

employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, 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.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et

seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.

20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

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.~~ **NOT 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

Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner:

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



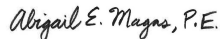
Joseph R. Molnar, Vice President



Murray L. Miller, Member



Breana M. Micou, Member



Abigail E. Magas, Member

Attest:



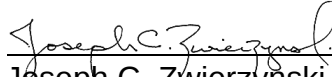
Hillary R. Horvath, Clerk

Date: July 14, 2026

Engineer:

DLZ Indiana, LLC

By:



Title: Joseph C. Zwierzynski, P.E., COO

Date: July 9, 2026

Engineer License or Firm's
Certificate No.

PE60020742

State of: Indiana

Address for giving notices:
215 S Martin Luther King Jr Blvd
South Bend, IN 46601

Address for giving notices:
2211 East Jefferson Boulevard
South Bend, Indiana 46615

Designated Representative (Paragraph 8.03.A):

Abigail Magas, P.E.

Designated Representative (Paragraph 8.03.A):

Mathieu D. Doyle, P.E.

Title: City Engineer

Title: Project Manager

Phone Number: (574) 235-9206

Phone Number: 574-245-1664

Facsimile Number: (574) 235-9171

Facsimile Number: N/A

E-Mail Address: amagas@southbendin.gov

E-Mail Address: [mdoyle@dlz.com](mailto:mduoyle@dlz.com)

This is **EXHIBIT A**, consisting of ^{15 (MDD)}~~16~~ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 07/14, 2026.

Engineer's Services

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

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

SEE ATTACHED

PART 2 – ADDITIONAL SERVICES

SEE ATTACHED



Connect. Build. Thrive.

July 1, 2026

Mr. Zach Hurst, PE
Senior Project Engineer
City of South Bend
City Hall, Suite 400
215 S. Dr. Martin Luther King, Jr. Blvd.
South Bend, IN 46601

RE: Proposal for Survey and Site-Civil Engineering on the Former South Bend Range Parcel

Dear Mr. Hurst,

DLZ Indiana, LLC (DLZ) is pleased to submit the following proposal to the City of South Bend (CLIENT) for survey and site-civil engineering consulting services for the above referenced project. We are delighted to work with you as this important community project moves forward. We trust that the following information identifies our mutual understanding of DLZ's project scope.

PROJECT DESCRIPTION

The CLIENT desires to continue with the cleanup of the former South Bend Range property located at the intersection of Jefferson Boulevard and Cherry Street. Refer to **Exhibit A** for the Project Limits. The first goal of the project is to survey the parcel to establish the property lines and note areas at the northwest corner of the parcel where there is no existing fence to limit site access. The second goal of the project is to prepare a public bid package for debris cleanup, tree/brush clearing, fence installation, minimal grading to reestablish existing elevations/grades, and topsoil/seeding of disturbed areas. Since the existing slabs, foundations, and concrete will not be removed, no grading of the existing site to improve or correct stormwater runoff is possible. As such, the existing drainage patterns will be maintained, and no stormwater management improvements will be included. All existing above ground improvements have been previously removed. The foundations and slabs were left in place and will not be removed as part of this project.

There is known contamination on the site, and Roberts Environmental Services, LLC (Roberts) has been working with MACOG on testing and documentation. Through MACOG, Roberts is working on a Soil Management Plan that will allow the CLIENT to move forward with the tree/brush clearing and topsoil/reseeding of disturbed areas.

SCOPE OF SERVICES

The CLIENT has requested that DLZ provide professional services associated with topographic and boundary surveys, the development of bid documents, a budgetary Project cost, and construction phase services. DLZ will provide the services of qualified surveyors, engineers and support staff to complete

the various tasks outlined within this scope of services. Coordination, analysis, and design will be performed in order to develop the design plans and specifications required to complete bid documents.

TASK 1 – PROJECT MANAGEMENT

- A. DLZ will manage the activities described herein among the project team members. DLZ's Project Manager (PM) will be in charge of overall project management in addition to serving as the CLIENT's direct link to the design team for issues concerning administration and technical execution. The PM will be responsible for coordinating the activities of Subconsultants, if applicable, and acting as liaison between professional and any outside agencies and/or groups. The PM will also be responsible for maintaining the project schedule and budget.
- B. DLZ will coordinate and attend a kick-off meeting and up to two (2) meetings with the CLIENT as needed to facilitate the management of the project design elements. Meetings will be held to discuss technical issues requiring action by the CLIENT.
- C. DLZ will implement quality management and control procedures, to satisfy the project requirements. DLZ will coordinate these procedures with the subconsultants, if applicable, at each plan submittal stage for continuity of design standards and plans throughout the project.

TASK 2 –SURVEY SERVICES

- A. Boundary Survey
 - 1. DLZ will perform a boundary and topographical survey of the above-mentioned site. The survey will be performed in accordance with the minimum standard requirements for retracement surveys per 865 IAC 1-12. A Plat of Survey will be prepared at a suitable scale and will be signed and stamped by an Indiana Professional Land Surveyor. Unless already monumented, the corners of the parcel will be staked with 5/8" rebar with plastic identification caps, or other suitable material. Easements of record may be shown, if provided.
- B. Topographic Survey
 - 1. The Topographic survey will include the following:
 - a. Establish horizontal and vertical control throughout the project limits. Horizontal control will be based on the Indiana Coordinate System of 1983, East zone (NAD83). Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88).
 - b. Provide approximately 3.9 acres of topographic mapping within the limits indicated in **Exhibit A**. The mapping will include features such as curbs, sidewalks, traffic poles, outline of landscape areas, outline of wooded areas, trees over 6" in diameter, etc.
 - c. Locate and provide rim elevations for castings (manholes, catch basins and curb inlets) within the project limits, including those just beyond the curb line.

- d. Detail sanitary and storm structures to determine invert elevations, flow direction, type and size of pipes.
- e. Known subsurface utilities will be depicted based on the field survey of surface markings provided by Indiana Underground Plant Protection Service.
- f. Contours at one-foot intervals
- g. Create topographic base map from the survey data.

TASK 3 – ASBESTOS INSPECTION

- A. DLZ shall utilize an Indiana Department of Environmental Management (IDEM) accredited Asbestos Building Inspector to perform an asbestos inspection of the multiple debris piles scattered at the former South Bend Range site in accordance with the requirements set forth by the Federal National Emission Standard for Hazardous Air Pollutants (NESHAP) asbestos regulations contained in the Code of Federal Regulations, Title 40, Part 61, Subpart M, (40 CFR 61, Subpart M). DLZ's accredited Asbestos Building Inspector will visually inspect the debris piles for suspect asbestos containing materials to determine if representative sampling is feasible. Depending upon the size of the debris piles, the extent of the visually observable debris, the comingled nature of the debris contained within the piles and the potential hazards associated with trying to inspect the debris piles, a thorough inspection of the debris piles for suspect asbestos containing materials and the collection of bulk samples may not be feasible. In this case, the debris piles will be presumed to be asbestos containing and noted as such in the Asbestos Inspection Report.

TASK 4 – CONSTRUCTION STORMWATER GENERAL PERMIT, IF REQ'D.

- A. DLZ will prepare and submit the documentation to apply for permit coverage under the Construction Stormwater General Permit (CSGP). The scope shall include the following:
 - 1. Prepare a Storm Water Pollution Prevention Plan (SWPPP) Report and Drawings.
 - 2. Submit SWPPP Report and Drawings to the City of South Bend MS4 and the St. Joseph County Soil and Water Conservation District for 30-day review period.
 - 3. Prepare and publish Public Notice and complete draft application via the IDEM Regulatory ePortal, including upload of proof of publication and local review agency approval forms. Provide completed State Form 56679 Construction Stormwater Signed Certification for Client signature.
 - 4. Submit final application to IDEM Regulatory ePortal along with \$150 IDEM permit fee. Submit State Form 56679 via mail no later than 48 hours prior to start of construction.
 - 5. If requested, assist with submission of Notice of Termination form via the IDEM Regulatory ePortal at completion of construction.

TASK 5 – BID DOCUMENT DEVELOPMENT

A. Bid Document Format

1. DLZ will work with the CLIENT to adapt the CLIENT's contract, general and supplementary conditions, and bidding documents to conform to the project.
2. The American Institute of Architects (AIA) Format technical specifications, Division 1-33 format will be used for general requirements and technical specifications.
3. Civil3D Version 2026 will be used to develop the Contract Drawings.
4. The Bid Documents will be prepared such that all items will be bid on a single lump sum basis.

B. Plans and Specifications

1. DLZ will develop the plans and specifications.
2. The Project plans and specifications will be limited to the work identified herein for the debris cleanup, tree/brush clearing, fence installation, and topsoil/seeding of disturbed areas. Items will be specified to be cleared or removed as may be directed by the CLIENT.
3. DLZ will document, to a reasonable extent, all known major clearing and removal items as identified by the CLIENT.

C. Erosion Control Specifications

1. DLZ will prepare performance specifications and plans for erosion and sedimentation control during construction activities.
2. Performance specification and plans will be based on the approved IDEM CSGP. This will allow the CLIENT flexibility in enforcing the performance of erosion and sediment control during construction activities.

D. Environmental Specifications

1. DLZ will develop environmental specifications for the proper handling and disposal requirements of debris and impacted soils encountered during clearing and site restoration activities.

E. Site Clearing and Restoration

1. DLZ will develop clearing requirements needed to remove existing trees and brush.
2. DLZ will prepare a topsoil and/or seeding plan for the restoration of the portions of the site that are disturbed as part of this Project.
3. Specifications will include the establishment of lawn or other low maintenance surface, as directed by the CLIENT. The design of lawn irrigation is not included and is considered an Additional Service to this contract.

F. Bid Document Submittals

1. Preliminary Design Documents.

- a. DLZ will prepare 60% Design Documents for the CLIENT's review, consisting of preliminary drawings and specifications. DLZ will furnish 1 (one) electronic review copy of the 60% Design Documents to the CLIENT. Submittal will include the following deliverables:
 - 1) Preliminary Plans
 - 2) Preliminary Specifications
 - 3) Opinion of Probable Construction Costs
- b. DLZ's services under the Preliminary Design Documents will be considered complete on the date when the Preliminary Design Document Plans, Preliminary Specifications, and Opinion of Probable Construction Costs have been delivered to the CLIENT.

2. Final Design Documents.

- a. After acceptance by CLIENT of the Preliminary Design Document Plans, Preliminary Specifications, and Opinion of Probable Construction Costs as determined in the Preliminary Design Document Phase, and any other deliverables subject to any CLIENT-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from CLIENT, DLZ will:
 - 1) Prepare Final Drawings.
 - 2) Prepare Final Specifications.
 - 3) Prepare Final Opinion of Probable Construction Costs.
- b. DLZ will prepare and furnish bidding documents for review by CLIENT, its legal counsel, and other advisors. CLIENT shall submit to DLZ any comments.
- c. DLZ will revise the bidding documents in accordance with comments and instructions from the CLIENT, as appropriate and submit 1 (one) electronic final copy of the bidding

documents, a revised Opinion of Probable Construction Costs, and any other deliverables to CLIENT after receipt of CLIENT's comments and instructions.

- d. DLZ's services under the Final Design Documents will be considered complete on the date when the Final Design Document Plans, Final Specifications, and Final Opinion of Probable Construction Costs have been delivered to the CLIENT.

TASK 6 – OPINION OF PROBABLE CONSTRUCTION COSTS

A. Engineer's Opinion of Probable Costs

1. After completing each design submittal (two total) noted in the schedule, DLZ will review the collected material and information to provide to the CLIENT a developed cost estimate.

TASK 7 – BID PHASE SERVICES

A. Solicitation of Bids

1. One (1) bid package is included in this Project. DLZ will assist the CLIENT to solicit bids for the Project.
2. DLZ will prepare a pre-bid meeting agenda and handouts, conduct the pre-bid meeting, and assist with the pre-bid walk-through.
3. DLZ will develop and issue the pre-bid meeting minutes in the form of a written addendum.
4. DLZ will answer bidder questions relative to the scope of work identified in the form of a published addendum(s).
5. DLZ will attend the bid openings and assist in the review of all bids.
6. DLZ will provide the CLIENT with a written recommendation as to which is the lowest responsible and responsive bidder for the scope of work identified.

TASK 8 – LIMITED CONSTRUCTION PHASE ADMINISTRATIVE SERVICES

A. The Limited Construction Phase Services are based on the following assumptions:

The CLIENT / Contractor agreement shall require the following:

1. One (1) contract is included in this Project. A Project schedule with a maximum duration of one month, with an additional maximum one (1) month period for project closeout for on-site activities.

2. The project will be completed on a lump sum basis and may include specific unit prices and allowance items established for environmental remediation.
 3. The contractor will be required to procure the services of an independent third-party company to perform material testing services and As-Built survey services. Material testing services include but are not limited to on-site compaction and density testing, environmental abatement/remediation sampling, and laboratory analysis. All testing reports and documentation shall be submitted to DLZ and the CLIENT.
- B. At the request of the CLIENT, DLZ will provide Limited Construction Phase Administrative Services and technical support throughout the construction phase of this Project. DLZ has included up to 50 hours for this task. When requested by the CLIENT, DLZ will perform the following services list below:
1. DLZ's project manager will attend the pre-construction meeting and distribute meeting minutes.
 2. DLZ's project manager will attend on-site progress meetings throughout the Project. While on-site for the progress meetings, DLZ will generally observe the status of the Work to become generally familiar with and to keep the CLIENT informed about the progress and quality of Work completed.
 3. DLZ will review the Contractor's shop drawings and submittals for general conformance with the Contract Documents and maintain a file of all shop drawings and submissions. DLZ's approval of Contractor submittals shall not constitute approval of deviations from the Contract Documents other than deviations explicitly called out in writing by the Contractor as being a deviation and which deviation is explicitly approved by DLZ in writing.
 4. DLZ will consider and evaluate the Contractor's request for information (RFI), request for change orders, and suggestions for modifications to drawings and/or specifications and report to the CLIENT with recommendations. At the request of the CLIENT, DLZ will prepare and distribute construction phase correspondence, clarifications, and change orders.
 5. DLZ will perform a final site inspection at the completion of the Project and prepare a punch-list of outstanding items to be completed by the Contractor. DLZ will distribute the punch-list to the Contractor and CLIENT and issue additional comments as required.

RESPONSIBILITY OF CLIENT

CLIENT shall do the following in a timely manner so as not to delay the services of DLZ:

- A. Designate in writing a person to act as CLIENT's representative with respect to the Scope of Services to be rendered under this Proposal. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT's policies and decisions with respect to DLZ's services for the Project, subject to the approval of the CLIENT.
- B. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- C. Assist DLZ by providing all available information pertinent to the Project including, but not limited to, the following:
 - 1. Previous reports and any other data relative to design or construction of the Project.
 - 2. Utility and building plans available to the CLIENT covering the facilities.
 - 3. Known soils and groundwater information from the site.
 - 4. Data prepared by others and professional interpretations relating to such data.
 - 5. All environmental studies possessed by the CLIENT.
 - 6. Geotechnical reports or information previously conducted on the Project site.
 - 7. Historical Boundary Surveys and Topographic Surveys.
- D. As requested by DLZ, schedule meeting with decision makers from City of South Bend departments, public utilities, private utilities, and other stakeholders. Ensure that the information provided to DLZ is accurate and comprehensive.
- E. CLIENT'S legal counsel shall review and approve the bidding approach and associated bid documents.
- F. Arrange for access to and make all provisions for DLZ to enter upon public and private property as required for DLZ to perform services under this Proposal.
- G. Provide the ability for DLZ to bag and label any personal protective clothing and disposable sampling equipment generated during the sampling activities and to locate the same on the CLIENT's property for future disposal by a contractor engaged by the CLIENT.
- H. Examine all studies, reports, sketches, drawings, specifications, proposals, recommendations, and other documents presented by DLZ, obtain advice of attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and provide to DLZ CLIENT'S decisions pertaining thereto within a reasonable time.

- I. Provide personnel for information gathering and quality control purposes.
- J. Provide input regarding the future use or redevelopment of the Project Site relative to the need for DLZ to determine the extent to clear trees/brush, restore the site, define fencing limits, etc.
- K. Provide timely reviews of DLZ prepared documents.
- L. Facilitate all coordination with adjacent property owners.
- M. Provide to DLZ the CLIENT's budget for the Cost of Work and identify the portion related to the contractor services.
- N. Be the primary contact with the general contractor for construction administration.
- O. Provide on-site Owner Project Representative Services.

ADDITIONAL SERVICES

If authorized in writing by the CLIENT, DLZ shall furnish or obtain additional services as designated for use by the CLIENT. These services are not included as part of the basic services. Approved additional services will be billed at an hourly rate according to our Standard Fee Structure (**Exhibit B**), attached herewith. These additional services include, but are not limited to, the following:

- A. Services to make measured drawings of or to investigate existing conditions or facilities other than those specifically identified under the Basic Services by DLZ, or to verify the accuracy of drawings or other information furnished by the Contractor.
- B. Assisting the CLIENT with building variance and zoning petitions.
- C. Services associated with permitting and historic preservation meetings/reviews.
- D. Structural analysis or design for any of the facilities, walls, pits, etc. scheduled to remain or be demolished.
- E. Design services related to the stabilization, repair, or replacement of existing retaining walls, foundation walls or structures unable to be shored / braced or protected during construction. This shall include walls or structures damaged as a result of contractor's operations.
- F. Design of any new storm water management system and/or storm sewer structures/piping.
- G. Design of lawn irrigation.
- H. Design, bidding, and construction phase services required for multiple bid packages.

- I. It is intended that this project will be bid as a lump sum construction. As such, services required to bid this project based on material quantities and specific unit costs which would require detailed quantity surveys of specific materials shall not be accomplished as part of these Basic Services.
- J. Investigations and studies involving, but not limited to, the future development of the Project Site and value engineering during the course of contract preparation.
- K. Furnishing services of independent professional associates and consultants.
- L. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other legal or administrative proceeding involving the project.
- M. Performing material sampling, analytical analysis of samples, geotechnical investigations, environmental investigations, and the associated reporting not otherwise identified in Basic Services by DLZ.
- N. Any services required or associated with unforeseen issues, including but not limited to, demolition and environmental/abatement issues. It is anticipated that un-identified structures, contaminated soils, or other related items may be uncovered or exposed as part of the clearing activities. It is also understood that although it may be possible to identify some of these issues at this time, the cost of the testing and investigation is prohibitive and is deemed by DLZ to be more effectively addressed during the construction phase.
- O. Preparation of Landfill Permitting Applications and any other further associated laboratory testing.
- P. Services associated with removal of any Environmental Restrictive Covenant, if required.
- Q. Investigations, studies, material sampling, material testing or on-site observations to determine the extent, requirements and/or compliance of a Soil Management.
- R. Remedial investigations needed to determine the nature and extent of soil, groundwater, and vapor contamination at the Project Site.
- S. Services related to developing soil quantities, post-construction topographic and as-built survey, and record drawings.
- T. Construction Administration services beyond those specifically stated in Scope of Services.
- U. On-site Owner's Representative/Construction Observation services.
- V. Additional Services in connection with the Project, including services which are to be furnished by CLIENT in accordance with the Information and Services to Be Furnished by CLIENT.

SCHEDULE

DLZ is prepared to start immediately upon receipt of an executed agreement. The following Project Schedule is dependent on a 7 (seven) day review and input time from the CLIENT for each submittal and expedient reviews from regulatory agencies when required.

Task	Description	Schedule
1	Project Management	Duration of Project
2	Survey Services	
	Topographic Survey	21 Days after NTP
	Boundary Survey	35 Days after NTP
3	Asbestos Inspection	28 Days after NTP
4	Construction Stormwater General Permit	100 days after Topographic Survey
5	Bid Document Development	
	Preliminary Submittal	42 Days after Topographic Survey
	Final Submittal	28 Days after Owner Review of Prelim. Submittal
6	Opinion of Probable Construction Costs	
	Preliminary Submittal	42 Days after Topographic Survey
	Final Submittal	28 Days after Owner Review of Prelim. Submittal
7	Bid Phase Services (Anticipated Oct.-Nov. 2026)	Duration 30 Days
8	Limited Construction Phase Administrative Services	Duration of Construction

FEE

For performing the environmental and site-civil services as described herein, DLZ Indiana, LLC will be paid as defined in the fee schedule below. Unless otherwise noted, the CLIENT shall pay DLZ on a Lump Sum basis. Hourly rate tasks will be billed in accordance with DLZ's Standard Fee Structure (**see Exhibit B**).

Task	Description	Fee
1	Project Management	\$14,100.00
2	Survey Services	\$16,200.00
3	Asbestos Inspection	\$5,000.00
4	Construction Stormwater General Permit	\$8,000.00
5	Bid Document Development	\$51,000.00
6	Opinion of Probable Construction Costs	\$5,400.00
7	Bid Phase Services	\$6,500.00
8	Limited Construction Phase Administrative Services (Hourly Rate)	\$11,400.00
	Total Fee	\$117,600.00

Fees will be invoiced on a monthly basis. **The total not-to-exceed fee for this Proposal is \$117,600.00.**



~~STANDARD TERMS AND CONDITIONS~~

~~The Standard Terms and Conditions (see Exhibit C) are incorporated here into and made part of this Proposal. The CLIENT referred to in the Standard Terms and Conditions means the City of South Bend. In the event of any contradictory or inconsistent provisions in this Proposal, including attachments, and any other provisions of the Agreement Between Owner and Engineer into which this Proposal is incorporated, the provisions of this Proposal shall govern.~~

Scope of work and fees for any Additional Services requested by CLIENT will be negotiated and agreed upon in writing before commencing work on those services. This letter Proposal, as submitted, will remain valid for 60 days from the date of this letter.

Should you have any questions relative to the above, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Joseph C. Zwierzynski".

Joseph C. Zwierzynski, PE
Chief Operating Officer

CC: BLG, ACL, SJW, MDD, RAC, BMS

Exhibit A

South Bend Range Parcel

Legend

 Project Limits



EXHIBIT B
DLZ INDIANA, LLC - STANDARD FEE STRUCTURE - 2026 ENGINEERING/ARCHITECTURAL

<i>Bill Class Code</i>	<i>Employee Classification</i>	<i>Hourly Rate</i>
001	Officer / Principal Architect	\$310.00
005/003	Division Manager/Director	\$295.00
007	Department Manager	\$265.00
246/14/B33	Registered Land Surveyor/Survey Coordinator/Right of Way Coordinator	\$170.00
008/B10	Senior Project Manager / Project Manager II	\$250.00
B09/708	Project Manager I / Group Manager	\$237.50
A12/A72/490/480/201/234	Engineer VI/Architect VI/Landscape Arch. VI/ Planner VI/ Scientist VI/Surveyor VI	\$250.00
A11/A71/A94/B03	Engineer V/Architect V/Landscape Arch. V/Planner V/Scientist V/Surveyor V	\$245.00
A10/A70/A80/A93/A60/B02	Engineer IV/Architect IV/Landscape Architect IV/Planner IV/Scientist IV/Surveyor IV	\$240.00
216/102/112/264/B01	Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Surveyor III	\$205.00
217/107/A78/A91/265	Engineer II/Architect Associate II/Landscape Architect II/Planner II/Scientist II/Surveyor II	\$170.00
218/106/A77/A90/266/246	Engineer I/Architect Associate I/Landscape Architect I/Planner I/Scientist I/Surveyor I	\$140.00
902	Designer I	\$122.50
901	Designer II	\$135.00
900/258	Designer III / Utility Coordinator	\$185.00
906	Technician	\$100.00
903	Technician IV	\$135.00
B33	Right of Way Agent II	\$135.00
220	Construction Observer Manager /Administrator	\$185.00
221	Construction Observer	\$150.00
043	Clerical	\$82.50
041	Office Services Coordinator	\$122.50
980	Intern / Apprentice	\$85.00

<i>Activity Code</i>	<i>Crew Classification</i>	<i>Hourly Rate</i>
142/99	2 - person Topographic Survey Crew	\$305.00
142/99	2 – person Topographic Survey Crew (overtime)	\$377.50
336/127	1 – person Field Crew / Party Chief	\$182.50
336/127	1 – person Field Crew / Party Chief (overtime)	\$255.00
GPS/339	1 – person GPS/RTK Field Crew	\$255.00
SCAN	HDS Laser / UAS Scanning Crew	\$362.50
13/94	Rodman/ Survey Technician / Survey-Mapping Assistant	\$125.00

<i>Reimbursable Expenses</i>	<i>Rate</i>
Mileage	\$0.725/mil
Travel Expenses	@ Cost
Living Expenses	@ Cost
Reproduction	Cost plus 20%
Subconsultants	Cost plus 20%
Equipment Rental	Cost plus 20%

Rates are subject to revision on January 1 of each year. Cost of living/inflation increases of 3 to 7% per annum can be anticipated.

This is **EXHIBIT B**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 07/14, 2026.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

SEE EXHIBIT A ATTACHMENT

SUGGESTED FORMAT
(for use with E-500, 2008 Edition)

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 07/14, 2026.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$117,600 based on the following estimated distribution of compensation:
 - a. Project Management \$14,100
 - b. Survey Services \$16,200
 - c. Asbestos Inspection \$5,000
 - d. Construction Stormwater General Permit \$8,000
 - e. Bid Document Development \$51,000
 - f. Opinion of Probable Construction Costs \$5,400
 - g. Bid Phase Services \$6,500
 - h. Hourly Construction Phase Services \$11,400
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding twelve (12) months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 07/14, 2026.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

SEE ATTACHMENT

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 07/14, 2026.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

SEE ATTACHMENT

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|-------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$1,000,000 |
| 2) Disease, Policy Limit: | \$1,000,000 |
| 3) Disease, Each Employee: | \$1,000,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$5,000,000 |
| 2) General Aggregate: | \$5,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$1,000,000 |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$2,000,000 |
| 2) Annual Aggregate | \$2,000,000 |
| g. Other (specify): | NONE |

2. By Owner:

- a. The City of South Bend is a municipal corporation organized under the laws of the State of Indiana, and is self-insured under provisions of Indiana statutes and local ordinance. Specifically, the City of South Bend maintains blanket insurance coverage over real and personal property, and is covered by a non-reverting insurance premium and liability reserve fund created by the City of South Bend, Ordinance #6657-79, pursuant to Indiana Code 34-13-3-4, as amended from time to time. Under said statute, the City's liability is limited to:
- 1) Seven hundred thousand dollars (\$700,000) for a cause of action that accrues on or after January 1, 2008; and
 - 2) Five million dollars (\$5,000,000) for injury to or death of all persons in that occurrence;; and
 - 3) A governmental entity or an employee of a governmental entity acting within the scope of employment is not liable for punitive damages.

B. *Additional Insureds:*

- ~~1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:~~

a. _____
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

- ~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.~~
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). ~~If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$_____~~

- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

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

Date	<u>07/07/2026</u>		
Name	<u>Zach Hurst</u>	Department	<u>DPW</u>
BPW Date	<u>07/14/2026</u>	Phone Extension	<u>3057</u>

Review and Approval Required Prior to Submittal to Board

Diversity Compliance and Inclusion Officer	☐	Officer Name	<u> </u>
BPW Attorney	☐	Attorney Name	<u> </u>
Dept. Attorney	☐	Attorney Name	<u> </u>
Purchasing	☐		<u> </u>

Check the Appropriate Item Type – Required for All Submissions

☒ Professional Services Agreement	☐ Contract	☐ Proposal
☐ Open Market Contract	☐ Amendment/Addendum	☐ Special Purchase, QPA
☐ Bid Opening	☐ Bid Award	☐ Req. to Advertise ☐ Title Sheet
☐ Quote Opening	☐ Quote Award	☐ Reject Bids/Quotes
☐ Proposal Opening	☐ C/O & PCA No. <u> </u>	☐ PCA
☐ Chg. Order, No. <u> </u>	☐ Traffic Control	☐ Resolution
☐ Other: <u> </u>		☐ Ease./Encroach

Required Information

Company or Vendor Name	<u>DLZ Indiana, LLC</u>
New Vendor	☐ Yes ☐ If Yes, Approved by Purchasing
	☒ No
MBE/WBE Contractor	☒ MBE ☐ WBE
	☐ Completed E-Verify Form Attached ☐ Yes ☐ No
Project Name	<u>Cleanup of South Bend Range, Phase II – Site Clearing</u>
Project Number	<u>125-020B</u>
Funding Source	<u>West Washington DA TIF</u>
Account No.	<u>PR-00048990</u>
Amount	<u>\$117,600</u>
Terms of Contract	<u>Lump Sum, per task</u>
Purpose/Description	<u>Request to approve services agreement for second phase of South Bend Range cleanup, covering site clearing.</u>

For Change Orders Only

Amount of	☐	Increase	<u>\$</u>	
	☐	Decrease	<u>(\$)</u>	
Previous Amount			<u>\$</u>	
		Increase	<u> </u>	<u>%</u>
Current Percent of Change:		Decrease	<u> </u>	<u>() %</u>
New Amount			<u>\$</u>	
		Increase	<u> </u>	<u>%</u>
Total Percent of Change:		Decrease	<u> </u>	<u>() %</u>
Time Extension Amount:			<u> </u>	
New Completion Date:			<u> </u>	