



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

January 27, 2026

Mr. Richard T. Brown
Veritas, LLC
30845 Rockinghorse Ln.
Niles, MI 49120
Rick.brown.veritasllc@outlook.com

RE: Amendment No. 7 to Professional Services Agreement

Dear Mr. Brown:

At its January 27, 2026 meeting, the Board of Public Works approved the above referenced amendment for consulting for Beck's Lake Remediation in the amount of \$80,000 or 800 hours of work.

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

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

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

**SEVENTH AMENDMENT TO BECK'S LAKE PROJECT
CONSULTING AGREEMENT**

This Seventh Amendment to Beck's Lake Project Consulting Agreement (this "Seventh Amendment") is made effective as of January 1, 2026 (the "Effective Date"), by and between the City of South Bend, Indiana, acting by and through its Board of Public Works, having its principal offices at 215 S. Dr. Martin Luther King Jr. Blvd., South Bend, IN 46601 (hereafter the "City"), and Veritas, LLC, owned by Mr. Richard T. Brown, with primary offices at 30845 Rockinghorse Lane, Niles, MI 49120 (hereafter the "Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

A. The City and the Contractor entered into that certain Beck's Lake Project Consulting Agreement dated June 26, 2018 (the "Agreement"), consulting period from July 1, 2018, through December 31, 2020, for provision of project coordinator services to the City and Honeywell International, Inc., to manage the Superfund project, as defined in the Agreement; and

B. The City and the Contractor entered into a First Amendment of the Agreement effective January 1, 2020, extending the consulting period until December 31, 2020; and

C. The City and the Contractor entered into a Second Amendment of the Agreement effective January 1, 2021, extending the consulting period until December 31, 2021; and

D. The City and the Contractor entered into a Third Amendment of the Agreement effective January 1, 2022, extending the consulting period until December 31, 2022; and

E. The City and the Contractor entered into a Fourth Amendment of the Agreement effective January 1, 2023, extending the consulting period until December 31, 2023; and

F. The City and the Contractor entered into a Fifth Amendment of the Agreement effective January 1, 2024, extending the consulting period until December 31, 2024; and

G. The City and the Contractor entered into a Sixth Amendment of the Agreement effective January 1, 2025, extending the consulting period until December 31, 2025

H. The City and the Contractor now desire to further amend the terms of the Consulting Agreement to extend the consulting period through December 31, 2026, in this Seventh Amendment.

NOW THEREFORE, in consideration of the mutual promises and obligations in this Seventh Amendment, Sixth Amendment, Fifth Amendment, Fourth Amendment, Third Amendment, Second Amendment, First Amendment and the Consulting Agreement, the adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

1. Section 1(a) of the Agreement is amended as follows:
Term. The term of the Agreement is extended through December 31, 2026.
2. Section 5(a) of the Agreement is amended as follows:
Compensation. Compensation will be at One Hundred Dollars (\$100.00) per hour, with the total not to exceed \$80,000 during the 2026 term of the Agreement.
3. The "Funding and Timeline" section of Exhibit A is amended as follows:

Funding and Timeline

- a. The fee for calendar year 2026 is One Hundred Dollars (\$100.00) per hour for up to 800 hours of work, i.e., up to \$80,000. Hours will be recorded each month and invoiced on the last day of the month.
 - b. The Agreement expires on December 31, 2026.
 - c. Contractor will work diligently on the Project with the understanding that the nature of this Project may require less or more effort depending on the requirements of the PRPs, USEPA, or the established schedule of project events and deliverables. The Parties agree to review this relationship at the end of the 2nd Quarter of 2026.
4. Unless expressly modified by this Seventh Amendment, the terms and provisions of the Agreement, as amended remain in full force and effect.
 5. Capitalized terms used in this Seventh Amendment will have the meanings set forth in the Agreement unless otherwise stated herein.
 6. This Seventh Amendment may be executed in multiple counterparts, each of which shall be deemed an original.

(Signatures appear on the following page)

IN WITNESS WHEREOF, the Parties hereto have executed this Seventh Amendment to Beck's Lake Project Consulting Agreement to be effective as of the Effective Date stated above.

VERITAS, LLC

**CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS**

Richard T. Brown

Title

Date



Elizabeth A. Maradik, President



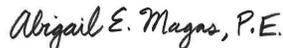
Joseph R. Molnar, Vice President



Murray L. Miller, Member



Breana M. Micou, Member



Abigail E. Magas, Member

Attest:



Hillary R. Horvath, Clerk

Date: January 27, 2026

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

Date: 1/14/26
 Name: Michael J Schmidt Department of Public Works – Engineering Division
 BPW Date: 1/27/26 Phone Extension: _____

Required Prior to Submittal to Board

BPW Attorney Attorney Name Michael Schmidt
 Dept. Attorney Attorney Name **Michael Schmidt**
 Purchasing **Mickey Lovy**

Check the Appropriate Item Type – Required for All Submissions

- | | | |
|----------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------------------------------------|
| <input type="checkbox"/> Professional Services Agreement | <input type="checkbox"/> Contract | <input type="checkbox"/> Proposal |
| <input type="checkbox"/> Open Market Contract | <input checked="" type="checkbox"/> Amendment/Addendum | <input type="checkbox"/> Special Purchase, QPA |
| <input type="checkbox"/> Bid Opening | <input type="checkbox"/> Bid Award | <input type="checkbox"/> Req. to Advertise <input type="checkbox"/> Title Sheet |
| <input type="checkbox"/> Quote Opening | <input type="checkbox"/> Quote Award | <input type="checkbox"/> Reject Bids/Quotes |
| <input type="checkbox"/> Proposal Opening | <input type="checkbox"/> C/O & PCA No. _____ | <input type="checkbox"/> PCA |
| <input type="checkbox"/> Chg. Order, No. _____ | <input type="checkbox"/> Traffic Control _____ | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Other: _____ | | <input type="checkbox"/> Ease./Encroach |

Required Information

Company or Vendor Name Veritas, LLC
 New Vendor Yes If Yes, Approved by Purchasing
 No
 MBE/WBE Contractor MBE Completed E-Verify Form Attached Yes
 WBE No
 Project Name 7th Amendment to Professional Services Agreement
 Project Number _____
 Funding Source 226-04-405-412-431016
 Account No. PO #14519
 Amount Not to exceed \$80,000 or 800 hours of work
 Terms of Contract _____
Special Contract Provisions
 Purpose/Description Beck's Lake Remediation Work Consultation

For Change Orders Only

Amount of Increase \$80,000 NTE
 Decrease (\$)
 Previous Amount \$ _____
 Increase _____ %
 Decrease _____ %
 Current Percent of Change: _____
 New Amount \$ _____
 Increase _____ %
 Decrease _____ %
 Total Percent of Change: _____
 Time Extension Amount: _____
 New Completion Date: _____