



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

February 10, 2026

Mr. Albert C. Stong
Commonwealth Engineers, Inc.
100 East Wayne Street, Suite 315
South Bend, IN 46601
jhardy@contactcei.com; astong@contactcei.com

RE: Amendment No. 1 to Professional Services Agreement

Dear Mr. Stong:

At its February 10, 2026 meeting, the Board of Public Works approved the above referenced amendment for additional locating services for the Cleveland and Pinhook well replacements, Project No. 125-033 in the amount of \$2,645.

Please find enclosed the agreement and keep 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

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 22, 2025.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2026-01

1. Background Data
 - a. Effective Date of Owner-Engineer Agreement: July 22, 2025
 - b. Owner: City of South Bend, Indiana
 - c. Engineer: Commonwealth Engineers, Inc.
 - d. Project: Water Well Replacement Project (W25106)

2. Nature of Amendment:
 - a. Additional Services to be performed by Engineer
 - b. Modifications of payment to Engineer
 - c. Modifications to time(s) for rendering services
 - d. Modifications to other terms and conditions of the Agreement

3. Description of Modifications:
 - a. Attachment 1, "Modifications"
 - b. Attachment, "Commonwealth Engineers, Inc., Standard Hourly Rates and Reimbursable Expenses Schedule, July 1, 2025 – June 30, 2026"

4. Agreement Summary:

a. Original agreement amount:	\$ <u>207,301</u>
b. Net change for prior amendments:	\$ <u>N/A</u>
c. This amendment amount:	\$ <u>2,645</u>
d. Adjusted agreement amount:	\$ <u>209,946</u>

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

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

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

COMMONWEALTH ENGINEERS, INC.



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:

February 10, 2026

Date: 1/7/2026

DocuSigned by:


By:

E3A3A0119D374E3...
Albert C. Stong, P.E.

Title:

President

This is **Attachment 1**, consisting of 1 page, to Amendment No. 2026-01, dated _____, 2026.

Modifications

1. Engineer shall perform the following Additional Services:

Provide private locates for the proposed Pinhook Well No. 2 site as part of soil boring activities and remobilizing to the site.

2. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Description	Current Contract	Amendment No. 2026-01	Total Contract	Basis of Compensation
Meetings, Project Management, QA/QC (Task 1)	\$14,914		\$ 14,914	Hourly
Well Hydrogeological Design & Permitting (Task 2)	\$6,935		\$ 6,935	Lump Sum
50% Design (Task 3)	\$63,079		\$ 63,079	Lump Sum
90% Design (Task 4)	\$32,353		\$ 32,353	Lump Sum
Final Design (Task 5)	\$15,245		\$ 15,245	Lump Sum
Geotechnical Field Work (Task 6)	\$11,748	\$2,645	\$ 14,393	Hourly
Permits (Task 7)	\$5,365		\$ 5,365	Hourly
Bidding & Negotiating (Task 8)	\$13,225		\$ 13,225	Hourly
Construction Services (Task 9)	\$44,437		\$ 44,437	Hourly
Total	\$207,301	\$2,645	\$209,946	

3. The schedule for rendering services is modified as follows:

As required by CEI to ensure Project milestones and deadlines are met.

4. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

- a. Article 8.04.A., “Engineer’s Certifications”, of the Agreement is hereby amended as follows:

“B. Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into this Agreement with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The Engineer hereby certifies to the Owner that the Engineer does not knowingly employ an unauthorized alien. The Engineer further affirms that, prior to entering into its Agreement with the Owner, the Engineer has enrolled in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

The Engineer shall provide to Owner a sworn affidavit on an annual basis or as requested by the Owner.

- C. Pursuant to Executive Order 13846, the Engineer hereby certifies to Owner that Engineer is not engaged in Investment Activities in Iran.”

COMMONWEALTH ENGINEERS, INC.
STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE
July 1, 2025 – June 30, 2026

<u>Billing Class</u>	<u>Rate Per Hour</u>	<u>Billing Class</u>	<u>Rate Per Hour</u>
Principal III	\$ 126.20	Environmental Scientist III	\$ 46.16
Principal II	\$ 115.80	Environmental Scientist II	\$ 38.64
Principal I	\$ 105.85	Environmental Scientist I	\$ 34.81
		Construction Manager	\$ 66.23
Project Manager IV	\$ 104.76	Resident Project Representative IV	\$ 52.52
Project Manager III	\$ 98.01	Resident Project Representative III	\$ 43.67
Project Manager II	\$ 79.93	Resident Project Representative II	\$ 39.42
Project Manager I	\$ 71.96	Resident Project Representative I	\$ 35.15
Senior Electrical Engineer	\$ 98.01	Clerical III	\$ 43.68
Senior Process Engineer	\$ 86.70	Clerical II	\$ 32.87
		Clerical I	\$ 24.11
Project Engineer IV	\$ 81.37	Reproduction Processor	\$ 30.14
Project Engineer III	\$ 65.27		
Project Engineer II	\$ 61.47	Trainee	\$ 23.42
Project Engineer I	\$ 56.99		
Engineering Intern III	\$ 50.66	CADD Specialist IV	\$ 49.56
Engineering Intern II	\$ 47.64	CADD Specialist III	\$ 45.03
Engineering Intern I	\$ 42.97	CADD Specialist II	\$ 38.51
		CADD Specialist I	\$ 30.84
Designer IV	\$ 63.09	Chief Technology Officer	\$ 73.68
Designer III	\$ 57.77	IT Tech	\$ 34.40
Designer II	\$ 52.12	Multimedia Coordinator	\$ 58.47
Designer I	\$ 42.07		
Operations Specialist	\$ 51.31	Survey Manager	\$ 67.49
		Surveyor	\$ 53.15
		Project Surveyor	\$ 47.98
		Field Technician	\$ 40.62
Environmental Compliance Manager	\$ 62.19		
Compliance Specialist	\$ 34.81	Grants Manager	\$ 66.98

In order to arrive at the total billing rate, the above direct payroll rates shall be multiplied by factors of 56.4556% and 87.4236% to account for payroll and general overhead costs respectively. In addition, a 15% profit level is then added to arrive at total labor costs. This is a total multiplier factor of 3.3722 times direct payroll rates.

Reimbursable Expenses

1. Travel: Starts at the office and shall be at the then approved rate by the U.S. Internal Revenue Service, plus 15% profit.
2. Subsistence and Lodging: Actual Cost, plus 15% profit.
3. Express Charges and Postage, other than first class mail: Actual Cost, plus 15% profit.
4. Paper Prints: \$0.75 per square foot, plus 15% profit.
5. Special Tests and Services of Special Consultants: Actual Costs, plus 15% profit.

It is agreed that the Owner will make payment of each invoice presented by Commonwealth within thirty (30) days from the date of the invoice. Payments received after this time shall be subject to an interest charge of 1% per month.

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

Date	<u>1/29/2026</u>	Department	<u>DPW</u>
Name	<u>Gemma Stanton</u>	Phone Extension	<u>9083</u>
BPW Date	<u>2/10/2026</u>		

Review and Approval Required Prior to Submittal to Board

Diversity Compliance and Inclusion Officer	<input type="checkbox"/>	Officer Name _____
BPW Attorney	<input type="checkbox"/>	Attorney Name _____
Dept. Attorney	<input type="checkbox"/>	Attorney Name _____
Purchasing	<input type="checkbox"/>	_____

Check the Appropriate Item Type – Required for All Submissions

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

Required Information

Company or Vendor Name	<u>Commonwealth Engineers</u>		
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing		
	<input type="checkbox"/> No		
MBE/WBE Contractor	<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> Completed E-Verify Form Attached	<input type="checkbox"/> Yes
	<input type="checkbox"/> WBE		<input type="checkbox"/> No
Project Name	<u>Cleveland and Pinhook Well Replacements</u>		
Project Number	<u>125-033</u>		
Funding Source	<u>PR-42116</u>		
Account No.	<u>622-442005</u>		
Amount	<u>\$2,645</u>		
Terms of Contract	<u>Lump sum</u>		
Purpose/Description	<u>Amendment 1 for additional locating services</u>		

For Change Orders Only

Amount of	<input type="checkbox"/>	Increase	\$ _____
	<input type="checkbox"/>	Decrease	(\$ _____)
Previous Amount			\$ _____
		Increase	_____ %
Current Percent of Change:		Decrease	(_____ %)
New Amount			\$ _____
		Increase	_____ %
Total Percent of Change:		Decrease	(_____ %)
Time Extension Amount:			_____
New Completion Date:			_____