



# CITY OF SOUTH BEND

## BOARD OF PUBLIC WORKS

June 9, 2026

Mr. Adam Westermann  
Black & Veatch Corporation  
8415 Allison Pointe Blvd., Ste 503  
Indianapolis, IN 46250  
[westermannAP@bv.com](mailto:westermannAP@bv.com)

RE: Amendment No. 1 to Professional Services Agreement

Dear Mr. Westermann:

At its June 9, 2026 meeting, the Board of Public Works approved the above referenced amendment for the design of the North WTP PFAS in the amount not to exceed \$161,987 hourly.

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

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

This is **EXHIBIT K**, consisting of 5 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. 1**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: July 22, 2025
- b. Owner: Board of Public Works, City of South Bend, Indiana
- c. Engineer: Black & Veatch Corporation
- d. Project: North WTP PFAS Minimization Project

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:

This Amendment No. 1 to the North WTP PFAS Minimization Project (Project) includes the following:

The Project Description shall be modified as follows:

Project Description - The Scope of Services described in this amendment shall be performed for the North WTP PFAS Minimization Project (Project). The project includes project administration, site investigation and subconsultant coordination, preliminary design, detailed design, and bid and pre-award phase engineering services associated with the modified scope described herein:

*The Project is modified to include the design of a new building to house PFAS treatment and supporting systems. The building will accommodate four (4) anion exchange (AIX) vessels, four (4) vertical turbine pumps, a sodium bisulfite chemical feed room, and an electrical room. Building design includes architectural, structural, mechanical, HVAC, plumbing, process, electrical, and instrumentation and controls (I&C) systems.*

*The modified scope also includes design of associated process modifications, including relocation of chlorine feed point, and design of a new engine-generator to support operation of the PFAS treatment facilities.*

- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

**TASK 100 – PROJECT ADMINISTRATION**

Task 102 – Additional Project Management and Administration Services for New Building Adjustment

Engineer shall provide administration and management of project as described in Task 101. Project Coordination and Invoicing as described in the original contract shall be extended by an additional 6 months for a total of 20 months.

**TASK 200 – SITE INVESTIGATION AND SUBCONSULTANTS**

Task 203 – Structural Assessment - Task 203 shall be deleted in its entirety.

Task 204 – Additional Site Investigation Services for New Building Adjustment

1. Review existing reports and other information from Owner’s files as it pertains to the new engine-generator and electrical design for the new building.
2. Surveying Services – Provide, through a subcontract, topographic surveying services for the project site.
  - a. An allowance of \$10,000.00 is included for surveying services.
3. Geotechnical Services – Provide, through a subcontract, geotechnical engineering services based on preliminary drawings and design including exploratory work, laboratory and field testing, and professional interpretations of exploratory and test data. Services include:
  - a. Field supervision of exploration activities; preparation of field logs of soil borings by a geotechnical engineer, engineering geologist, or geologist; interpretation of exploratory and test data; preparation of final logs; and development of geotechnical recommendations, as detailed in the geotechnical subcontract. Two (2) soil borings will be advanced, designated B-1 and B-2, to approximate depths of 30 feet and 25 feet, respectively.
  - b. An allowance of \$20,000.00 is included for geotechnical services.

## TASK 300 PRELIMINARY DESIGN

### Task 302 – Additional Preliminary Design Services for New Building Adjustment

1. Update the Basis of Design Report (BDR) to address the revised project configuration associated with construction of a new PFAS treatment building, including the following modifications and additions:
  - a. Revised Site Design Criteria for the new building, including site layout, yard piping, utility connections, miscellaneous site demolition, grading, drainage, landscaping, erosion and sediment control, and site access considerations.
  - b. Revised Architectural Design Criteria for the new building, including layout, building envelope, masonry construction, finishes, code requirements, and coordination with process and equipment needs.
  - c. Revised Structural Design Criteria for the new building, including design of foundations, slab-on-grade, wet well structure, masonry superstructure, and exterior concrete pads and foundations for the new engine-generator and associated equipment.
  - d. Revised Chemical Feed Design Criteria to support relocation of existing mid-chlorine feed point (second feed point) from within the HSPS to an injection point downstream of the new AIX vessels. This relocation also includes review and potential design elements related to the existing chlorine delivery system, and routing of the feed through the yard from the existing North WTP to the new building. Design criteria for the sodium bisulfite feed originally scoped to be within the North WTP is revised to be within a chemical feed room within the new building, and dosed within or just upstream of the new wetwell. The fluoride feed point will remain in the HSPS.
  - e. Updated Civil and Mechanical Design Criteria have been established for the new wet well, which measures 10 feet by 18 feet with a depth of 13 feet. The design incorporates four vertical turbine, wet pit pumps equipped with variable frequency drives (VFDs), along with all necessary piping, both in building above-ground and buried yard valves, appurtenances, and the required hydraulic integration with the existing treatment system. The wet well will be supplied by new yard piping that intercepts the current reservoir inlet yard piping. This flow will then be pumped through the AIX vessels for treatment. Once treated, the water from the AIX vessels will be routed back to reconnect with the existing reservoir inlet yard piping. The existing high service pumps downstream of the reservoir will remain unchanged and will not undergo any modifications.

- f. Revised Process Mechanical Design Criteria for the new engine-generator and associated enclosure that are serving the new building, including operational requirements, interfaces with process systems, and coordination with electrical and I&C systems.
- g. Revised Building Mechanical Design Criteria for the new building, including HVAC systems, plumbing, floor drains, ventilation, and fire protection systems.
- h. Revised Electrical Design Criteria for the new building, including normal and emergency power distribution, engine-generator integration, site electrical distribution, motor control, VFDs for the new pumps, grounding, and lighting.
- i. Revised I&C Design Criteria for the new building, including integration with existing plant control systems, new control panels, engine-generator controls, alarms, monitoring and security camera interfaces.

#### **TASK 400 – DETAILED DESIGN**

##### Task 406 – Additional Detailed Design Services for New Building Adjustment

Engineer shall incorporate the revised design criteria as described in Task 302 into Tasks 401, 402, 404, and 405.

#### **TASK 500 – BID AND PRE-AWARD SERVICES**

##### Task 507 - Additional Bid and Pre-Award Services for New Building Adjustment

Engineer shall incorporate the revised design criteria as described in Task 302 into Tasks 501, 502, 503, 504, 505, and 506, as applicable.

#### **ASSUMPTIONS AND BASIS OF SCOPE**

The previous ASSUMPTIONS AND BASIS OF SCOPE (Part 1, A1.01, B. ASSUMPTIONS AND BASIS OF SCOPE) Items 1-7 shall be removed in their entirety and replaced with the following:

- 1. Construction phase services will be included in future amendment.
- c. The responsibilities of Owner are modified as follows: N/A
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following modified compensation:

A Lump Sum amount of \$1,530,874.00 based on the following estimated distribution of compensation:

Task 100 – Project Administration	<u>\$26,662.00</u>
Task 200 – Site Investigation and Subconsultants	<u>\$106,626.00</u>
Task 300 – Preliminary Design	<u>\$136,790.00</u>
Task 400 – Detailed Design	<u>\$1,217,380.00</u>
Task 500 – Bid and Pre-Award Services	<u>\$43,416.00</u>

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

*Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 20 months for the additional scope included herein. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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

~~*{List other Attachments, if any}*~~

3. *Agreement Summary (Reference only)*

a. Original Agreement amount:	<u>\$1,368,887.00</u>
b. Net change for prior amendments:	<u>\$0</u>
c. This amendment amount:	<u>\$161,987.00</u>
d. Adjusted Agreement amount:	<u>\$1,530,874.00</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. The Effective Date of this Amendment is June 9, 2026.

OWNER:

CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS

Elizabeth A. Maradik, President

Murray L. Miller, Member

Abigail E. Magas, Member

Joseph R. Molnar, Vice President

Breana N. Micou, Member

Attest: Hillary R. Horvath, Clerk

Date: June 9, 2026

ENGINEER:

By: Adam Westermann

Title: Vice President

Date Signed: May 8, 2026

