

AMENDMENT NUMBER 2
TO STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT (the “**Amendment**”) is made by the City of Peoria, whose address is 419 Fulton, Peoria, IL 61602 hereinafter called the **CITY** and MILLENNIA PROFESSIONAL SERVICES OF ILLINOIS, LTD., Consulting Engineers, 850 N. Main St., Morton, IL, 61550, hereinafter called the **ENGINEER**.

The Agreement is hereby amended as follows:

SERVICES included under this Amendment will be defined on a Work Order Basis. Services shall be performed under the supervision of an Illinois Professional **ENGINEER** or Illinois Professional Land Surveyor and work products shall be sealed by that person, as applicable by law.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

The **ENGINEER** agrees to provide the above described **SERVICES** and the **CITY** agrees to compensate the **ENGINEER** for these **SERVICES** on a time and expense basis in accordance with the attached Schedule of Hourly Charges. Reimbursable direct expenses and sub-engineer services performed by another firm will be invoiced at cost. Hours in excess of 8 hours per day or 40 hours per week will only be compensated at the attached Schedule of Hourly Charges. There will be no premium hourly charges awarded.

This **AMENDMENT** shall remain in effect until December 31, 2022. The total fee of all projects completed under this **AMENDMENT** shall not exceed \$250,000.00. The proposed Amendment with its original Agreement shall not exceed \$3,750,000.00. The **CITY** retains the option to extend the time of this **AMENDMENT** and/or increase the fee limit with City Council approval. The **CITY** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and **Amendments** herein and, except as above, neither the **CITY** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this Amendment without the written consent of the other party hereto. This Amendment, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, then the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 13th day of April, 2021.

Executed by ENGINEER:	
Attest: <u>Polly Sappington</u>	By: <u>Stephen M. Deery</u>
Title: <u>Controller</u>	Title: <u>Executive Vice President</u>

Executed by CITY:	City of Peoria, Illinois
Attest:	Reviewed and Approved:
By: <u>Stefanie Tarr</u> Stefanie Tarr	By: <u>Patrick Urich</u> Patrick Urich
Title: <u>City Clerk</u>	Title: <u>City Manager</u>
	By: <u>Chrissie L. Kapustka</u> Chrissie Kapustka
	Title: <u>Senior Attorney</u>
	By: <u>Rick Powers</u> Rick Powers
	Title: <u>Director of Public Works</u>