

Amendment Number 1 to Master Agreement for Professional Services

This Amendment is dated February 27, 2023 ("Amendment") and is between the City of Peoria, an Illinois home-rule municipal corporation, located at 419 Fulton Street, Peoria, Illinois 61602 ("City") and Hutchison Engineering, Inc., a corporation, located at 8305 N. Allen Rd., Ste. 4 Peoria, IL 61615 ("Consultant").

The Agreement is hereby amended for combined sewer overflow reduction projects to include provisions as required in 35 Ill.Admin.Code § 365.630 as follows:

1. Audit and Access to Records Clause

- 1.1 Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this Agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- 1.2 Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- 1.3 All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the Consultant an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- 1.4 The final audit report shall include the written comments, if any, of the audited parties.
- 1.5 Records shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

2. Covenant Against Contingent Fees. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3. Certification Regarding Debarment, Suspension and Other Responsibility Matters. The Consultant certifies to the best of its knowledge and belief that it and its principals: (a) Are not

presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

4. **Scope of Work.** The scope of work will be completed in accordance with the Work Order(s) associated with the City's combined sewer overflow reduction projects.
5. **Professional Services Completion Date.** Professional services related to proposed combined sewer overflow reduction projects shall be completed within 60 days of the completion of construction.
6. **USEPA Nondiscrimination Clause.** The Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legally available remedies.
7. **USEPA Fair Share Percentage Clause.** The Consultant agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the WPC Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the Consultant acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs. Advertising for DBE subcontractors is not a design phase requirement.

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.

Signature Page

The Parties are signing this Amendment as of the date set forth in the introductory clause.

Consultant

DocuSigned by:
Shane Larson
 By: _____
CE4F0049CDBAE4E5...
 [Name] Shane Larson
 [Title] Vice President

City of Peoria

DocuSigned by:
Patrick Ulrich
 By: _____
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 Patrick Ulrich
 City Manager of the City of Peoria

Attest:

DocuSigned by:
Stephanie Tarr
 By: _____
181AC6CA34E9467...
 Stephanie Tarr
 City Clerk

Approved as to form:

DocuSigned by:
Patrick Hayes
 By: _____
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 Patrick Hayes
 Corporation Counsel