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June 19, 2025

City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60403

Attention: Honorable Raymond R. Soliman, Mayor

Re: Amendment No. 1 to the May 30, 2025, Agreement for Construction-Related Services
Water Main CIPP Lining Phase 1

This is Amendment No. 1 to the referenced Agreement.

ADD the following sections:

“Audit and Access to Records

Books, records, documents and other evidence directly pertinent to performance of PWSLP/Water Pollution Control Loan Program 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.

Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

The final audit report shall include the written comments, if any, of the audited parties.

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.

Covenant Against Contingent Fees

ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract 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

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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.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant 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 proposal 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 application/proposal 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 five years, or both.

United States Environmental Protection Agency (USEPA) Nondiscrimination Clause

ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of agreements awarded under USEPA financial assistance agreements. Failure by ENGINEER 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.

USEPA Fair Share Percentage Clause

ENGINEER 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 PWSLP rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, ENGINEER acknowledges that the fair share percentages are five percent for Minority Business Enterprises and 12 percent for Women's Business Enterprises.

Utilization of Women and Minority Businesses

ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of these services. ENGINEER will carry out applicable requirements of 40 CFR Part 33 in the award and administration of services awarded under EPA financial assistance agreements. Failure by ENGINEER to carry out these requirements is a material breach of this agreement which may result in the termination or legally available remedies.

ENGINEER 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 Clean

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Water Loan Program rules. As required by the award conditions of the USEPA's Assistance Agreement with IEPA, ENGINEER acknowledges that the fair share percentages are five percent for Minority Business Enterprises and 12 percent for Women's Business Enterprises."

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF CREST HILL, ILLINOIS

Joseph M. Bunker
Corporate Secretary

Date

Honorable Raymond R. Soliman
Mayor

Date