

VILLAGE OF BRADLEY

RESOLUTION NO. R-02-25-04

A RESOLUTION APPROVING AND RATIFYING AN ENVIRONMENTAL SERVICES
PROPOSAL WITH WEAVER CONSULTANTS GROUP FOR THE NORTHFIELD
SQUARE MALL
(1600 North State Route 50, Bourbonnais, IL 60914)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 10th DAY OF February, 2025

Adopted by the Board of Trustees of the Village of Bradley, Kankakee County, Illinois
this 10th day of February, 2025

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PROPOSAL WITH WEAVER CONSULTANTS GROUP FOR THE NORTHFIELD
SQUARE MALL
(1600 North State Route 50, Bourbonnais, IL 60914)**

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, on November 25, 2024, the Corporate Authorities of the Village adopted Resolution No. R-11-24-07, which approved a contract for the purchase of the Northfield Square Mall located at 1600 North State Route 50, Bourbonnais IL 60914 (the “Subject Property”); and

WHEREAS, Resolution R-11-24-07 further approved a Proposal for Phase I Environmental Site Assessment and Hazardous Materials Survey (“ECS Proposal”) from ECS Midwest, LLC (“ECS”), to facilitate the Village’s physical inspections and environmental study of the Subject Property prior to purchase; and

WHEREAS, in early January 2025, ECS informed the Village that it was unable to complete the phase I environmental site assessment and hazardous materials survey in the timeframe available under the Village’s agreement to purchase the Subject Property; and

WHEREAS, in light of ECS’s inability or unwillingness to perform under the ECS Proposal in the timeframe required by the Village for the purchase of the Subject Property, the Village solicited a proposal to complete the same work from Weaver Consultants Group (“Weaver”); and

WHEREAS, Weaver provided the Village with a Master Services Agreement (“Weaver MSA”), attached hereto as Exhibit A and fully incorporated herein, as well as an Environmental Services Proposal for the Subject Property (“Weaver Proposal”), attached hereto as Exhibit B, which was reviewed by Village administration and staff; and

WHEREAS, in light of the urgent need to get Weaver working on the Subject Property immediately in order to ensure that the Village could meet its inspection deadlines as set out in the contract to purchase the Subject Property, the Village President approved the Weaver MSA and Weaver Proposal and executed the same on January 30, 2025; and

WHEREAS, the Weaver MSA and Weaver Proposal are now being presented to the Corporate Authorities of the Village for approval and ratification; and

WHEREAS, the Corporate Authorities of the Village have reviewed the Weaver MSA and Weaver Proposal and have determined that the terms, conditions, and provisions of the same are fair, reasonable, and acceptable to the Village, and further that approving and ratifying the

same are necessary, expedient, and in the best interests of the Village and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities of the Village hereby find and declare that the terms, conditions, and provisions of the Weaver MSA (Exhibit A) and the Weaver Proposal (Exhibit B) are fair, reasonable, and acceptable to the Village. Therefore, the Corporate Authorities of the hereby approve and ratify both the Weaver MSA and the Weaver Proposal and further authorize and direct the Village president and staff to undertake such actions, including without limitation the execution and delivery of documents, as necessary to fully perform as required by said agreements.

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. This Resolution shall be in full force and effect from and after its passage and approval, as provided by law.

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PASSED by the Board of Trustees on a roll call vote on the 10TH day of February, 2025.

TRUSTEES:

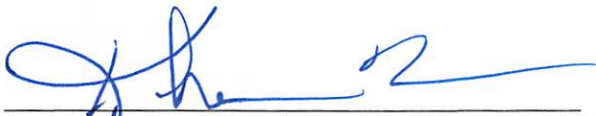
RYAN LEBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GRANT D. VANDENHOUT	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GENE JORDAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - Nay - Absent -

TOTALS: Aye - 6 Nay - 0 Absent - 0

ATTEST:



KELLI BRZA, VILLAGE CLERK (DEPUTY)
Khamseo Nelson

APPROVED this 10th day of February, 2025.


MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:



KELLI BRZA, VILLAGE CLERK (DEPUTY)
Khamseo Nelson

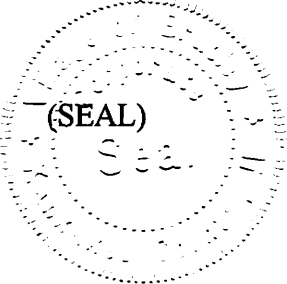
STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Kelli Brza, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number **R-02-25-04**, “A RESOLUTION APPROVING AND RATIFYING AN ENVIRONMENTAL SERVICES PROPOSAL WITH WEAVER CONSULTANTS GROUP FOR THE NORTHFIELD SQUARE MALL (1600 North State Route 50, Bourbonnais, IL 60914),” which was adopted by the Village Corporate Authorities at a meeting held on the **10th** day of **February**, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this **10th** day of **February**, 2025.



KELLI BRZA, VILLAGE CLERK (DEPUTY)
KhanSee Nelson



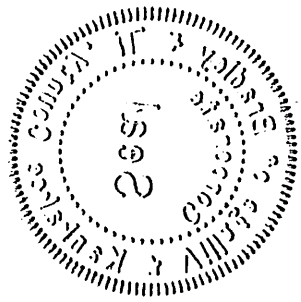


Exhibit A

Weaver MSA

Exhibit B

Weaver Proposal

MASTER SERVICES AGREEMENT – CLIENT

This Master Services Agreement (the “MSA”) between Village of Bradley, IL (“Client MSA Signatory”) and Weaver Consultants Group North Central, LLC, an Indiana limited liability company (“Consultant MSA Signatory”) is made as of January 6, 2025 (the “Effective Date”). Client MSA Signatory and Consultant MSA Signatory agree as follows:

ARTICLE I – MASTER SERVICES RELATIONSHIP

1.1 Purpose. By entering into the MSA, Client MSA Signatory and Consultant MSA Signatory intend to establish a framework for Client Affiliates and Consultant Affiliates to work together from time to time on a non-exclusive basis.

1.2 Exhibits. The following Exhibits are part of the MSA: (a) Exhibit A – Form of Service Order, (b) Exhibit B – Schedule of Agreed Rates and Reimbursable Expenses, (c) Exhibit C – Form of Change Order, (d) Exhibit D – [Reserved], (e) Exhibit E -- Schedule of Insurance, (f) Exhibit F – Index of Defined Terms, and (g) Exhibit G – Schedule of Notice Instructions.

1.3 MSA Term. The MSA commences on the Effective Date for an initial Term of two (2) years. Thereafter, the MSA automatically shall renew on each two (2) year anniversary of the Effective Date for an additional two (2) year Term if any Consultant Affiliate has entered into at least one (1) Service Order with any Client Affiliate during the thirty (30) month period immediately preceding the last day of the then current Term. The MSA will expire at the end of the then current Term and will not renew if: (a) no Consultant Affiliate has entered into a Service Order with any Client Affiliate during the thirty (30) month period immediately preceding the last day of the then current Term, or (b) written notice of intent not to renew the MSA is provided by either Client MSA Signatory or Consultant MSA Signatory to the other not less than thirty (30) days prior to the last day of the then current Term.

1.4 Service Agreement Process.

.1 MSA Activation. The MSA alone does not impose any obligation or responsibility on any Client Affiliate or Consultant Affiliate, but rather sets forth terms that: (a) become effective only when a Service Order is agreed upon during the Term, and (b) only apply to and become part of a Service Agreement formed by agreement upon a Service Order.

.2 Service Agreement Formation. Any Client Affiliate may issue a Service Order to any Consultant Affiliate. If a Client Affiliate and Consultant Affiliate agree to a Service Order during the Term, then a Service Agreement shall be deemed formed by such Client Affiliate and Consultant Affiliate. A Client Affiliate and Consultant Affiliate are deemed to have agreed upon a Service Order when either: (a) a Service Order is signed by both Parties, or (b) prior to expiration of a Proposal, a Client Affiliate provides written acceptance of such Proposal or authorization to proceed with the Services described by such Proposal (in which case the terms of the corresponding Service Order will be determined as set forth in Subparagraph 1.4.3). An agreed upon Service Order together with the MSA comprise a Service Agreement. To the extent of any inconsistency between the MSA and Service Order, the terms of the Service Order shall govern. No Client Affiliate is obligated to issue a Service Order, and no Consultant Affiliate is obligated to accept a Service Order.

.3 Implied Service Order Terms. If a Service Order is deemed agreed upon under clause (b) of Subparagraph 1.4.2, then, unless the Parties expressly agree otherwise in writing, such Service Order shall be deemed in the form of Exhibit A with terms completed as follows: (x) the Proposal shall be made part of the Service Order, and (y) to the extent not set forth in the Proposal, then such other terms required to complete the Service Order as are reasonable under the circumstances in Consultant’s judgment and consistent with the Proposal.

.4 Separate Agreements. Each Service Agreement is a separate contract, and not part of or dependent upon any other Service Agreement formed pursuant to the MSA. Therefore, the MSA applies separately to each Service Agreement. If the MSA is not renewed, then the MSA remains applicable to and part of each Service Agreement formed prior to expiration of the then current Term.

.5 MSA Modification. Client MSA Signatory and Consultant MSA Signatory may amend or modify the MSA in writing, provided such writing also states that the amendment or modification applies to the MSA generally and is not limited to an individual Service Agreement. Such amendment or modification shall apply to all Service Agreements formed after the date that the amendment or modification of the MSA becomes effective.

1.5 Relationship.

.1 Non-Recourse. The Client Affiliate that agrees to a Service Order (or is deemed to have agreed to a Service Order) is the Client under the corresponding Service Agreement, and with respect to such Service Agreement: (a) is solely responsible for any obligation or liability of Client, and (b) the other Party will have no right or recourse against any other Client Affiliate. The Consultant Affiliate that agrees to a Service Order (or is deemed to have agreed to a Service Order) is the Consultant under the corresponding Service Agreement, and with respect to such Service Agreement: (x) is solely responsible for any obligation or liability of Consultant, and (y) the other Party will have no right or recourse against any other Consultant Affiliate.

.2 Confidentiality. A Service Agreement establishes a confidential relationship between the Parties. Neither Party shall disclose Confidential Information received or acquired from the other Party to any other person or entity; provided, however, that a Party may disclose Confidential Information received or acquired from the other Party: (a) after three(3) days' written notice to the other Party, to the extent disclosure (i) is required by law, including a subpoena or other form of compulsory legal process issued by a court, governmental entity, or regulatory authority, or by court or arbitrator order, or (ii) is reasonably necessary to defend itself in any equitable or legal proceeding, or (b) to its employees, consultants, contractors, sureties, vendors, and others as reasonably necessary to perform the Service Agreement, provided that each such recipient agrees to confidentiality obligations no less restrictive than those above. This Subparagraph 1.5.2 governs and controls over any conflicting provision set forth in any non-disclosure agreement entered into by the Parties prior to the date of the Service Agreement. This Confidentiality provision, however, is subject to the Client's obligations under law, ordinance, and policy as a government entity and the disclosure of information in its possession. Nothing in this Service Agreement is confidential – it is all subject to the Freedom of Information Act.

.3 Safeguards and Security Incidents. Each Party shall implement appropriate administrative, physical, electronic, digital, and technical safeguards in accordance with commonly accepted industry practices to protect: (a) access to Confidential Information (including Personal Information), and (b) the security, operation, and functionality of electronic communications and data storage systems. If any Security Incident occurs or is suspected, the Compromised Party shall immediately notify the other Party of such Security Incident (and furnish written confirmation of such notice) and shall fully cooperate with the other Party at the Compromised Party's sole expense to prevent, stop, and remedy any such Security Incident.

ARTICLE II – COMPENSATION AND PAYMENT

2.1 Service Agreement Price. Client shall pay Consultant the Service Agreement Price described in the Service Order. Agreed Rates and Reimbursable Expenses initially agreed upon as of the Effective Date are set forth in Exhibit B and shall apply to the Service Agreement as set forth in the Service Order; provided, however, that Consultant may adjust all Agreed Rates and Reimbursable Expenses applicable to the Service Agreement once per calendar year. The Service Agreement Price shall be equitably adjusted for any additional sales or use tax imposed on the Services or Consultant's compensation due to any legislative or regulatory action taken after the date of the Service Agreement.

2.2 Invoices.

.1 Monthly Submittal. Consultant shall submit an Invoice to Client each calendar month unless the Service Order provides otherwise. Each Invoice shall cover: (a) all Services performed in the calendar month prior to the month in which such Invoice is submitted, and (b) all Reimbursable Expenses for which Consultant seeks reimbursement. Consultant shall endeavor to request reimbursement of any Reimbursable Expense no more than one hundred twenty (120) days from the date such Reimbursable Expense is incurred.

.2 Support. Each Invoice shall include: (a) information and data reasonably necessary to evaluate and verify the Invoice, and (b) to the extent required by the Service Order, lien waivers and other documents reasonably

necessary to waive or release lien rights for amounts previously paid by Client to Consultant (provided that any lien waiver required for amounts requested in the Final Invoice may be contingent or conditioned upon receipt of payment). The Village is not waiving any rights with respect to State Law and imposition of liens against Village property.

.3 Review and Approval. Client shall promptly review each Invoice and notify Consultant in writing of any objection within thirty (30) days from the date such Invoice is received by Client. Those portions of an Invoice to which Client has no reasonable objection shall be promptly processed and paid in accordance with Subparagraph 2.3.1. Portions of an Invoice that require correction shall be processed by Client as soon as reasonably practicable following resubmittal. Client may withhold approval of payment for amounts nullified or back-charged as more specifically described in Subparagraph 2.3.3.

.4 No Contingent Obligation. The obligation of Client to pay Consultant arises out of the performance of the Services and is not contingent upon the occurrence or non-occurrence of any other event, such as obtaining of financing, zoning approval, or payment from others. For clarification, Client may not withhold approval or payment of any amount requested in an Invoice to offset any claim that does not pertain directly to the Services, including any claim with respect to any other Service Agreement entered into pursuant to the MSA.

2.3 Payment.

.1 Timing. Client shall pay Consultant all amounts requested in an Invoice, to which Client has not timely and reasonably objected, not more than forty-five (45) days from Client's receipt of such Invoice. Interest shall be charged at the rate of one and five tenths' percent (1.5%) per month, or the legal maximum rate if less, for all amounts not timely paid by Client. Consultant may suspend performance of Services upon seven (7) days' prior written notice if Client does not pay all amounts due and owing, and Client waives all claims against Consultant resulting from or arising out of any such suspension undertaken in good faith.

.2 Lower Tier Payments and Liens. Following receipt of payment from Client, Consultant shall promptly pay each direct Subconsultant the amount to which such Subconsultant is entitled from such payment to Consultant. Consultant shall bond over, insure, or remove from title of the Property any Lower Tier Lien, but only if such Lower Tier Lien arises out of the performance of Services for which Client has paid Consultant in full.

.3 No Acceptance or Waiver. Neither failure to object to any portion of an Invoice nor making any payment to Consultant shall be deemed acceptance of any defect or deficiency in the Services or a waiver by Client of any right or remedy. Client may withhold or nullify approval of an Invoice because of: (a) evidence or information subsequently obtained or discovered with respect to any Invoice previously approved, or (b) evidence or information indicating a reasonable likelihood of a claim by any Property Owner or another third party resulting from or arising out of the Services. Client shall promptly notify Consultant in writing of the reason for any such withholding or nullification. If the unpaid balance of the Service Agreement Price is less than the total amount of any withholding or nullification, then the difference shall be paid promptly by Consultant to Client.

ARTICLE III – PERFORMANCE OF SERVICE AGREEMENT

3.1 Services.

.1 Description and Standard of Performance. Consultant shall provide the Services described in the Service Order. Consultant shall perform the Services consistent with the skill and care ordinarily used by reputable consultants providing similar services for projects in the same or similar locality, under the same or similar circumstances. Interpretations and recommendations by Consultant are based on information reasonably available to or developed by Consultant. Client recognizes that subsurface conditions may vary from those observed at specific locations where borings, surveys, sampling, testing, or other site explorations are made and that site conditions may change with time. Consultant may use or rely upon design elements and information customarily furnished by others, including specialty contractors, manufacturers, suppliers, and publishers of technical standards.

.2 Correction of Services. Consultant shall correct defects and deficiencies in the Services without additional compensation, but only: (a) if Client notifies Consultant in writing of such defect or deficiency within one

(1) year from the date of the Final Invoice, and (b) to the extent such defect or deficiency is due to the negligence of Consultant.

.3 Client Furnished Information. Not more than seven (7) days from the date of the Service Agreement, Client shall provide all Client Furnished Information to Consultant. Client shall promptly provide Consultant with updated and additional Client Furnished Information as such items become available. All Client Furnished Information shall be provided in digital or written format reasonably acceptable to Consultant.

.4 Consultant Reliance. Client shall be responsible for all requirements and instructions that it furnishes to Consultant, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to Consultant. Consultant may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing the Services. Consultant may further use and rely on all information and materials provided by Property Owner or Separate Contractors. Consultant is not obligated to discover any defect or deficiency in any of the items described above, and to the extent Consultant reviews any such items, such review is for the sole convenience and benefit of Consultant and shall not give rise to any duty or obligation for the benefit of Client or any third party.

.5 Change in Services. Client may require a change in the Services (including performance of additional services), but only to the extent such change is consistent with the scope and nature of the Services and is confirmed by a Change Order signed by both Parties.

.6 Authorizations. Consultant shall secure and pay for permits, fees, licenses, and inspections necessary or required for Consultant to perform the Services; provided, however, that: (a) Client will cooperate and assist with such efforts, and (b) Client shall be responsible to secure and pay for necessary approvals, easements, assessments, and charges required for development, use or occupancy of permanent structures or for permanent changes in existing facilities, or as are customarily secured by parties other than Consultant with respect to performance of the Services.

3.2 Scope.

.1 Requirements. The activities and tasks contemplated to perform the Services, and sequence and timing of such performance, are based upon Client Furnished Information and reasonable assumptions made by Consultant (including assumptions due to incomplete or deficient Client Furnished Information). Client shall promptly notify Consultant in writing whenever Client observes or otherwise becomes aware of any event, occurrence, circumstance, or condition that is reasonably likely: (a) to affect the scope, cost, or time of performance of the Services, (b) to present or create any environmental, health, or safety concern or hazard, or (c) to bear upon the performance of the Services in any material manner. Consultant shall comply with, and give notices required by, Applicable Law that apply to the performance of the Services.

.2 Client Reliance. Client may reasonably rely upon the Services provided by Consultant, except to the extent otherwise set forth in the Service Agreement or notified by Consultant in writing. Client is not responsible to discover defects or deficiencies in the Services, but shall promptly notify Consultant in writing of any defect or deficiency of which Client should reasonably be aware.

.3 Differing Conditions. The Service Agreement Price and schedule requirements shall be equitably adjusted for any increase in cost or time to perform the Services resulting from or arising out of any: (a) condition or circumstance that is inconsistent with the reasonable assumptions of Consultant, (b) lack of or delay in providing Client Furnished Information, change or update to Client Furnished Information, or incompleteness, inaccuracy, defect, or other deficiency in Client Furnished Information, (c) Force Majeure Event, or (d) Differing Site Condition.

.4 Change in Law. If any Applicable Law is enacted, promulgated, abrogated, or changed (including any change in interpretation or application by the competent authorities) after the date of the Service Agreement, then the Service Agreement Price and any schedule requirements shall be equitably adjusted to the extent of any increase in the cost or time for Consultant to perform the Services.

.5 Limited Warranty. Consultant may provide Client with a limited warranty for any Construction provided as part of the Services, but only to the extent such limited warranty is expressly set forth in the Service Order. Consultant makes no other warranty in connection with the Services, express or implied. Any warranty provided by a Subconsultant, if not made directly to both Consultant and Client, shall be assigned by Consultant to Client following receipt by Consultant of all amounts requested in the Final Invoice.

3.3 Personnel and Operations.

.1 Qualifications. Consultant shall be licensed and maintain registrations as required to perform the Services. Consultant may delegate performance of the Services to qualified Subconsultants. All persons performing Services shall be qualified to perform assigned tasks. Unless the Service Order expressly provides otherwise, the Services Agreement Price assumes performance of the Services by merit (non-union) labor. If union labor is required, then the Service Agreement Price shall be equitably adjusted.

.2 Communications. All communications between Client and any Subconsultant, or with any other person or entity engaged directly or indirectly by Consultant, shall be conducted through Consultant. The Parties may agree upon protocols to govern the transmission and use of information and documents that are in digital form, including any Instruments of Service.

.3 Non-Solicitation. For a period of one (1) year from the date of the Final Invoice, each Party agrees that it shall not: (a) encourage or solicit any employee or member to leave the other Party's employment for any reason, or (b) interfere in any material manner with employment relationships existing between the other Party and its employees or members. Notwithstanding the above, each Party (for purposes of this Subparagraph 3.3.3 the "Hiring Party") may solicit generally in the media or other publicly available sources for required personnel and may hire an employee of the other Party who independently seeks employment with the Hiring Party without inducement or solicitation by the Hiring Party directed at the employee personally.

.4 Non-Circumvention. As a result of entering into the Service Agreement, each Party may be introduced to, come in contact with, and interact with the Business Relationships of the other Party. In consideration of the foregoing, each Party hereby agrees and warrants that it shall not, directly or indirectly, attempt to interfere with, circumvent, avoid, bypass, or deprive the other Party from any potential business opportunity or transaction with any of the Business Relationships of such other Party, or otherwise obviate or interfere with the relationship of such other Party with any of its Business Relationships. The obligations under this Subparagraph 3.3.4 shall continue for a period of one (1) year from the date of the Final Invoice.

.5 Record Retention. All of Consultant's records relating to the Services shall be retained for two (2) years from the date of the Final Invoice. Copies of Instruments of Service and cost records shall be furnished, at cost, to Client upon seven (7) days' prior written request. All Samples shall be retained and appropriately stored by Consultant or Subconsultants for six (6) months from the date of the Final Invoice. Client may take possession of Samples upon written request received by Consultant not less than fifteen (15) days prior to the expiration of such six (6) month period. The custody and handling of Samples shall be tracked as mutually acceptable to the Parties.

3.4 Schedule. Consultant shall complete the Services within a reasonable time and in accordance with any Milestone Date. If requested by Client, Consultant shall submit to Client a schedule for the performance of the Services. Client may request modification to such schedule as the Services proceed and as may be reasonable under the then current or anticipated circumstances, provided that the Service Agreement Price is equitably adjusted for any such schedule modification. If the orderly and continuous progress of Services is impaired, hindered, obstructed, delayed, or suspended through no fault of Consultant (by way of example, as the result of a Force Majeure Event or an act or neglect by Client or others for whom Client is responsible), then the Service Agreement Price and any schedule requirements shall be adjusted equitably.

3.5 Coordination and Cooperation. Client shall coordinate the work and services of each Separate Contractor with the performance of the Services, and Consultant shall cooperate with such coordination efforts. Client shall be responsible to Consultant for costs Consultant incurs because of a Separate Contractor's delays, improperly timed activities, defective (or improperly coordinated) work or services, or wrongful damage to any Construction (subject to the limitations set forth in Paragraphs 4.4 and 4.5). Consultant shall reimburse Client for costs Client incurs that

are payable to a Separate Contractor because of Consultant's delays, improperly timed activities, wrongful damage to construction of Separate Contractors, or defective Services (subject to the limitations set forth in Paragraphs 4.4 and 4.5). At no time shall Consultant have any authority or control over, or be responsible for, the work or services of any Separate Contractor. Consultant shall not be responsible for discrepancies or defects in the work, services, or operations by any Separate Contractor that are not readily apparent.

3.6 Availability and Use of Property.

.1 Access to and Use of Property. Client shall timely provide Consultant with safe, secure, and uninterrupted access to and use of the Property as reasonably requested by Consultant, including for performance of the Services or for activities supporting or relating to the Services (such as planning activities, site observation, vehicle parking, delivery and storage of materials or equipment, staging, and installation and operation of temporary facilities). The Service Agreement Price and schedule requirements shall be equitably adjusted for any encumbrance, restriction, or limitation related to access to or use of the Property not disclosed to Consultant in writing by Client prior to the date of the Service Agreement. Client shall notify affected third parties, including Separate Contractors, adequately describing the access and use of the Property that Client has granted or obtained for Consultant.

.2 Damage and Restoration. Consultant shall take reasonable precautions to limit damage to the Property resulting from Consultant's operations. Notwithstanding, Consultant shall not be responsible for any damage to the Property except to the extent: (a) such damage is negligently caused by Consultant, or (b) the Service Order expressly requires Consultant to restore the Property to the condition existing immediately prior to the damage caused by Consultant's operations.

.3 Safety. Consultant shall be responsible to Client for the safety and protection of all persons and property in connection with the performance of the Services. Consultant shall take reasonable safety precautions with respect to the performance of the Services and shall comply with all applicable Safety Laws and Codes. Consultant shall hold harmless and indemnify Client from and against all fines and penalties to the extent resulting from or arising out of any safety violation by Consultant or a person or entity for whom Consultant is legally responsible.

.4 Hazardous Materials. Consultant will not be responsible for any Hazardous Material encountered at the Property which was not identified in Client Furnished Information (both as to existence and location) or not otherwise expressly set forth in the Service Order as within the scope of the Services. Except to the extent expressly set forth in the Service Order, Consultant is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or other Applicable Law, as amended from time to time, with respect to any hazardous substance or material which is or may be encountered at or near the Property. If Consultant, at any time, encounters any suspected Hazardous Material not expressly identified in Client Furnished Information or the Proposal (e.g., lead based paint or asbestos for a hazardous material survey), then Consultant shall immediately notify Client and suspend the performance of the Services in the affected area. Consultant shall not resume or be required to continue such Services without written mutual agreement between the Parties after: (a) the Hazardous Material has been removed or rendered harmless (as certified by a qualified independent testing laboratory) by Client or a Separate Contractor, and (b) approval by the appropriate governmental agency of resumption of the suspended Services. The Service Agreement Price and any schedule requirements shall be equitably adjusted for any increase in cost or time to perform the Services resulting from or arising out of the presence or remediation of any suspected Hazardous Material.

3.7 Intellectual Property.

.1 License. Consultant and Subconsultants shall be deemed the authors and owners of the Instruments of Service prepared by each, and shall retain all common law, statutory, and other reserved rights, including copyrights. Consultant grants to Client a non-exclusive, royalty-free, limited license to use the Instruments of Service for reasonable reference purposes in connection with the Project. Consultant shall obtain similar licenses from its direct Subconsultants. The license granted under this Subparagraph 3.7.1: (a) applies only to those Instruments of Service delivered by Consultant to Client, and (b) is conditioned upon payment of all amounts due and owing Consultant. The limited license granted under this Subparagraph 3.7.1 may not be assigned, delegated, sublicensed, pledged, or otherwise transferred, and shall not create any rights in third parties; provided, however, that upon written request by Client and payment of an equitable fee, Consultant will prepare and issue Reliance Letters setting forth

terms reasonably acceptable to Consultant. Consultant shall have no obligation to prepare or issue any Reliance Letter that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement or that would confer rights greater than any provided to Client. It is understood by Consultant that the final report generated is subject to the Freedom of Information Act and will be distributed freely.

.2 Limitations. The Instruments of Service are not intended or represented to be suitable for use or reuse by Client or others except as permitted by the limited license granted under Subparagraph 3.7.1. Any other use or reuse, or any interpretation or modification of the Instruments of Service, without written verification, completion, or adaptation by Consultant as appropriate for the specific purpose intended and payment of any fee required by Consultant: (a) violates the reserved rights of the authors and owners of the Instruments of Services, and (b) will be at the user's sole risk and without liability or legal exposure to Consultant or any Consultant Team Member. Client shall indemnify and hold harmless Consultant and all Consultant Team Members from all claims, damages, losses, costs, and expenses (including attorneys' fees and costs of defense) arising out of or resulting from any use, reuse, interpretation, or modification of the Instruments of Service by Client or others without written verification, completion, or adaptation by Consultant and payment of any fee required by Consultant.

3.8 Insurance. The Parties shall comply with the requirements set forth in Exhibit E, as may be amended by the Service Order, including obligations: (a) to procure and maintain specified insurance policies and coverages, and (b) to provide evidence of insurance. Client has no obligation to maintain insurance under this MSA or related Service Agreement.

ARTICLE IV – CLAIMS AND RESOLVING DISPUTES

4.1 Resolving Disputes.

.1 Negotiation. The Parties shall endeavor to resolve any claim asserted by one Party against the other, or any other controversy between the Parties, through good faith discussion and negotiation. Either Party may demand the referral of a Dispute to the Senior Management of each Party by written notice of such demand to the other Party that also describes such Dispute with reasonable detail. If a Dispute remains unresolved fifteen (15) days from the date the applicable written notice is received, then the Dispute shall be resolved as set forth below in this Paragraph 4.1, subject to the terms of Paragraph 4.2. Referral of a Dispute to the Senior Management of the Parties shall be a condition precedent to mediation, litigation, or other legal proceeding. All discussions and negotiations between the Parties regarding a Dispute shall be considered confidential settlement negotiations and shall not be disclosed or used in any subsequent legal proceeding.

.2 Mediation. If a Dispute is not resolved by the Senior Management of the Parties within the applicable time period, then either Party may submit such Dispute to mediation, which shall be a condition precedent to litigation or other method of binding dispute resolution. Any mediation shall be administered by the American Arbitration Association under its Construction Industry Mediation Procedures as amended from time to time. A request for mediation shall be made in writing, delivered to the other Party and filed with the person or entity administering the mediation. Any binding dispute resolution demanded concurrently shall be stayed as reasonably necessary pending completion of the mediation. The Parties shall share the mediator's fee equally, but the Party demanding the mediation shall be solely responsible for any filing fee. The mediation shall be held in Chicago, IL. Agreements reached in mediation and set forth in writing signed by both Parties shall be enforceable as settlement agreements in any court having jurisdiction thereof.

.3 Binding Dispute Resolution. If a Dispute is not settled or resolved following good faith discussions and negotiations under Subparagraph 4.1.1 or mediation under Subparagraph 4.1.2, then the Dispute shall be resolved by litigation in a court of competent jurisdiction unless the Parties agree otherwise in writing. The Parties shall commence all claims and causes of action against the other Party arising out of or related to the Service Agreement in accordance with the requirements of the method of binding dispute resolution applicable to the Dispute and within the time period specified by Applicable Law.

.4 Continuing Performance. Notwithstanding any claim, disagreement, or Dispute between the Parties, Consultant shall proceed diligently with performance of the Service Agreement, unless terminated by Client, and Client shall continue to make payments to Consultant in accordance with the Service Agreement. Client does not

waive any rights and there is no voluntary payment with respect to payments made and any claim, disagreement, or Dispute.

.5 Limit on Asserting Claims. All claims by either Party against the other Party shall be deemed waived if not made in writing and delivered to the other Party within two (2) years from the date of the Final Invoice; provided however, that the above limitation on the time in which to assert a claim shall not apply to a claim to enforce or demand performance of any defense, hold harmless, or indemnification obligation of the other Party set forth in the Service Agreement.

4.2 Claims Pertaining to Third Parties.

.1 Claims Cooperation. Client and Consultant shall reasonably cooperate with each other in connection with: (a) asserting and prosecuting any claim by the other Party against a third party related to or arising out of the Service Agreement, and (b) defending any claim by a third party against the other Party related to or arising out of the Service Agreement.

.2 Joinder. Each Party agrees to be joined as a party in any mediation, litigation, arbitration, or other legal proceeding involving the other Party and any third party which involves any issue or fact arising out of or related to the Service Agreement or the performance of the Services, and hereby expressly consents to the jurisdiction of the court where such mediation, litigation, arbitration, or other legal proceeding is instituted. Each Party further agrees that the other Party may join any third party in any mediation, litigation, arbitration, or legal proceeding involving the other Party which involves any issue or fact related to or arising out of the Service Agreement or performance of the Services.

4.3 Indemnification.

.1 Indemnity Obligation. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Client and all of the other Client's Team Members from and against all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and defense costs) arising out of or resulting from the Service Agreement or performance of the Services, provided that such liability, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Project, Property, or any tangible property of any Property Owner), including the loss of use resulting therefrom, but only to the extent caused by the negligence or willful misconduct of the Consultant providing such indemnity or hold harmless obligation, any Team Member of such Consultant, or any other person or entity for whom the Consultant is legally responsible. The Consultant shall not be obligated under this Subparagraph 4.3.1 to provide a defense to the Client or any Client Team Member.

.2 Application. The indemnity obligations set forth in Subparagraph 4.3.1: (a) are not intended to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Subparagraph 4.3.1, and (b) are not limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Party with an obligation to indemnify or under workers' compensation acts, disability benefit acts, or other employee benefit acts.

4.4 Mutual Waiver of Consequential Damages.

.1 Waiver. To the fullest extent permitted by law, but subject to the exclusions set forth in Subparagraph 4.4.2, each Party waives against the other Party and all Team Members of the other Party any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Service Agreement or Project, from any cause or causes. Such waived damages include the following: loss of profits or revenue (except anticipated profits or revenue of Consultant arising directly from the Services); loss of use or opportunity; loss of goodwill; and cost of capital.

.2 Exclusions. The mutual waiver set forth in Subparagraph 4.4.1 does not apply to any damages: (a) covered by insurance required by the Service Agreement, to the extent such insurance is available and collectible, (b) related to or arising out of fraudulent or intentionally wrongful acts or omissions, (c) which are part of an award of or

judgment for punitive damages or so-called multiplied damages, or (d) for which a Party has an obligation to indemnify the other Party under Paragraph 4.3.

4.5 Limitation of Liability.

.1 Consultant Liability. To the fullest extent permitted by law, but subject to the exclusions set forth in Subparagraph 4.5.3, the total aggregate liability of Consultant (collectively with all Consultant Team Members) to Client resulting from, related to, or arising out of the Service Agreement or performance of the Services, from any cause or causes, shall not exceed the total amount of proceeds actually paid on behalf of or to Consultant by its insurers, in settlement or satisfaction of Client's claims, under the insurance required of Consultant by the Service Agreement. If Consultant neglects to procure and maintain insurance as required by the Service Agreement, then the limitation of liability set forth above in this Subparagraph 4.5.1 shall not exceed one hundred thousand dollars (\$100,000.00).

.2 Client Liability. To the fullest extent permitted by law, but subject to the exclusions set forth in Subparagraph 4.5.3, and excluding Client's payment obligations under Article II, above, the total aggregate liability of Client (collectively with all Client officers, officials, and employees) to Consultant resulting from, related to, or arising out of the Service Agreement or Consultant's performance of the Services, from any cause or causes, shall not exceed fifty thousand dollars (\$50,000).

.3 Exclusions and Application. The limitation of liability set forth in Subparagraphs 4.5.1 and 4.5.2 shall not apply to any liability resulting from, related to, or arising out of the following: (a) the indemnity obligations set forth in Paragraph 4.3, or (b) fraud or an intentionally wrongful act or omission. The Parties acknowledge that the limitation of liability set forth in Subparagraphs 4.5.1 and 4.5.2 are a bargained for exchange: (x) calculated and established in relation to the relative risks and rewards of each Party resulting from or arising out of the Service Agreement, and (y) is not intended to be reduced or otherwise adjusted as a result of any claim or liability related to or arising out of any other Service Agreement entered into pursuant to the MSA.

ARTICLE V – SUSPENSION AND TERMINATION

5.1 Termination for Cause.

.1 By Client. Client may terminate the Service Agreement for cause upon fifteen (15) days' prior written notice to Consultant specifying the reasons for Client's intent to terminate, if not cured within such notice period, for any of the following: (a) any material failure by Consultant to perform in accordance with the terms of the Service Agreement through no fault of Client, and (b) as otherwise permitted under Applicable Law.

.2 By Consultant. Consultant may terminate the Service Agreement for cause upon fifteen (15) days' prior written notice to Client specifying the reasons for Consultant's intent to terminate, if not cured within such notice period, for any of the following: (a) Client fails to pay Consultant any amount due and owing under the Service Agreement within sixty (60) days from the date that the applicable Invoice was received by Client, and (b) as otherwise permitted under Applicable Law. Upon termination of the Service Agreement by Consultant for cause, Consultant is entitled to recover from Client payment for all Services executed and for any proven loss, cost, or expense in connection with the Services, including all demobilization costs plus reasonable overhead and profit on Services not performed.

5.2 Suspension and Termination for Convenience.

.1 Suspension for Convenience. Client may suspend performance of the Services at any time, effective upon receipt of written notice to Consultant or as otherwise set forth in such notice. The Service Agreement Price and any schedule requirements shall be equitably adjusted for any suspension of Services not the fault or responsibility of Consultant.

.2 Termination for Convenience. Client may terminate the Service Agreement at any time for convenience, effective upon fifteen (15) days' prior written notice to Consultant, provided such termination is undertaken in good faith. Following termination by Client under this Subparagraph 5.2.2, Consultant shall submit an Invoice to Consultant for: (a) that portion of the Services Agreement Price allocable to Services performed for which

payment has not been made, (b) reasonable costs to demobilize in a timely and orderly manner, to complete tasks facilitating the transition of the Services to Client, and to take such other action as otherwise set forth in or required to comply with the notice of termination, and (c) reasonable costs to cancel lower tier contracts and purchase orders, and other reasonable costs resulting from or arising out of such termination. Payment of such amounts by Client shall be the sole and exclusive remedy of Consultant for such termination.

.3 Limited Right of Consultant. Consultant may terminate the Service Agreement for any of the following: (a) any suspension of Services that continues for more than sixty (60) consecutive days (or repeated suspensions of Services that aggregate more than ninety (90) days) through no fault of Consultant (including any suspension resulting from or arising out of a Force Majeure Event or direction of Client), (b) any Material Constructive Change, and (c) any failure by Client or any other Client Affiliate to make payments as required under any other Service Agreement entered into pursuant to the MSA. Any termination of the Service Agreement under this Subparagraph 5.2.3 shall be treated as a termination for convenience by Client under Subparagraph 5.2.2.

5.3 Effect of Termination.

.1 Orderly Process. Upon any termination of the Service Agreement, the Parties shall cooperate with each other and provide for an orderly conclusion of the Services. Consultant shall provide Client with copies of all Instruments of Service completed on or before the effective date of such termination, provided Client has paid Consultant all amounts due and owing in connection with the Service Agreement. For clarification, termination of the Service Agreement shall not terminate the license granted by to Client under Subparagraph 3.7.1, provided that: (a) Client has paid Consultant all amounts due and owing in connection with the Service Agreement, and (b) Client shall hold harmless and indemnify Consultant and all Consultant Team Members from and against all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and defense costs) arising out of or resulting from use of the Instruments of Services after termination of the Service Agreement. Nothing in this Paragraph shall limit Client's the disclosure of the Instruments of Service pursuant to the Freedom of Information Act.

.2 Other Service Agreements. Except as expressly set forth in Subparagraph 5.2.3, termination of the Service Agreement shall not be deemed to terminate any other Service Agreement formed pursuant to the MSA and not yet fully performed, and: (a) Consultant shall continue performance of all such other Service Agreements, and (b) Client shall continue to make payments as required under all such other Service Agreements.

.3 Survival of Rights and Obligations. The duties and obligations of Parties which by their nature would survive the completion of the Services, including insurance, warranty, indemnification, and license to use Instruments of Service, shall survive any termination of the Service Agreement. For clarification, all allocations of responsibility and liability set forth in the Service Agreement, including waivers of rights and remedies, and limitations of liability, shall survive any termination of the Service Agreement.

ARTICLE VI – GENERAL PROVISIONS

6.1 Service Agreement Terms.

.1 Entire Agreement and Modification. The Service Agreement constitutes the entire and integrated agreement of the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Service Agreement may be amended or modified only in a writing, signed by each of the Parties.

.2 Defined Terms and Descriptive Lists. Definitions for all capitalized terms in the MSA are referenced or set forth in Exhibit F. The term "including," and other similar terms and phrases in the Service Agreement (e.g., "such as" or "by way of example") that are followed by a list of items to which such term or phrase applies, are intended to be illustrative only and not limiting. Therefore, the words "without limitation" shall be deemed to follow every use of the word "including" and other similar terms and phrases, except to the extent expressly stated otherwise.

.3 Severability. If it is determined that any provision of the Service Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision

EXHIBIT A

FORM OF SERVICE ORDER – CLIENT MSA

THIS SERVICE ORDER IS MADE AS OF [INSERT DATE], AND TOGETHER WITH THE MSA IDENTIFIED BELOW FORMS THE SERVICE AGREEMENT FOR PROJECT NO. [INSERT NUMBER].

[NOTE: IN SUBSECTIONS OF PARTS 3 THROUGH 6, YOU **MUST** CHECK ONE BOX (AND ONLY ONE BOX). ATTACH ADDITIONAL PAGES AS NEEDED.]

1. MASTER SERVICES AGREEMENT (MSA) TO WHICH THIS SERVICE ORDER APPLIES:	
1.1 Between:	[insert names of Parties to the MSA]
1.2 Type of Services:	[insert description of the type of Services provided under the MSA]
1.3 Date:	[insert Effective Date of MSA (found in Preamble)]
2. PARTIES TO THE SERVICE AGREEMENT:	
2.1 Consultant Name:	[insert name of Consultant to the Service Agreement (note: may be a different entity than the signatory to the MSA)]
2.2 Consultant Technical Contact:	[insert name, address, all contact information]
2.3 Client Name and Number:	[insert name of Client and corresponding Client Number; confirm through your OA]
2.4 Client Technical Contact:	[insert name, title, address, all contact information]
3. SERVICES OF CONSULTANT AND BASIC TERMS:	
3.1 Description of Services to be provided by Consultant:	[] As described in attached Proposal (See Part 1 of Service Order Addendum for Proposal), either: (a) as-is, or (b) modified or supplemented (See Part 2 of Service Order Addendum) [] Other, as set forth in Part 2 of Service Order Addendum
3.2 Commencement of Services:	[] Upon the following date: [insert exact date] [] As set forth in a written notice to proceed from Client
3.3 Milestone Dates for performance of Services:	[insert all Milestone Dates and corresponding events that Consultant must achieve by each such Milestone Date, or add additional pages as an Attachment]
3.4 Service Agreement Price:	[] As set forth in attached Proposal (See Part 1 of Service Order Addendum) [] Fixed amount of [insert dollar amount in words and numbers] [] Based on hourly rates and Reimbursable Expenses set forth in Exhibit B of MSA [] Other, as set forth in Part 3 of Service Order Addendum
3.5 Property and Property Owner:	Property Owner: [] is Client, or [] if not Client, is [insert name] Property Address and location: [insert address and location of Project site]
4. DOCUMENTS THAT FORM PART OF THE SERVICE ORDER:	
4.1 Is Consultant's Proposal part of Service Order:	[] No [] Yes. If yes, please reference Proposal in Part 1 of Service Order Addendum and attach. If such Proposal conflicts or is inconsistent with any other portion of the Service Agreement, then the Proposal as modified by the Service Order Addendum shall govern and control.
4.2 Service Order Addendum and Attachments (all of which shall be deemed part of the Service Order):	See Service Order Addendum for list of Attachments (which may be listed under any of Parts 1, 2, 3, 4, and 5), and as indicated in the Service Order Addendum

SECTIONS 5 AND 6 BELOW TO BE COMPLETED IN CONSULTATION WITH CLIENT

5. PRIME AGREEMENT TO WHICH THIS SERVICE ORDER APPLIES	
5.1 Parties:	[insert names of Client and other Party under the Prime Agreement]
5.2 Date of Prime Agreement:	[insert date, likely found in top paragraph of Prime Agreement]
5.3 Project site:	[insert address and location of Project site]
6. OTHER REQUIREMENTS	
6.1 Lien Waivers:	<input type="checkbox"/> Required with each Application for Payment <input type="checkbox"/> Required at final payment <input type="checkbox"/> Not required unless requested by Client <input type="checkbox"/> Other [describe requirement]
6.2 Consultant Insurance:	<input type="checkbox"/> As set forth in Exhibit E of MSA <input type="checkbox"/> As set forth in Exhibit E of MSA, with the following modifications (any conflict to be resolved by the Parties): [insert clear and concise description of modifications, which may include flow-down obligations from the Prime Agreement]
6.3 Consultant's COI evidencing compliance with insurance requirements:	<input type="checkbox"/> Has been previously furnished to Client and is currently accurate and valid <input type="checkbox"/> Will be furnished prior to commencement of any Services
6.4 Additional Insureds to Consultant's CGL Policy:	[Insert exact list of Additional Insureds]
6.5 Client Insurance:	[insert description of Client's applicable insurance program or other obligation to procure and maintain insurance.]
6.6 Additional Terms:	[insert or reference any other terms that apply to the Service Agreement or indicate "None." Other terms may include: (a) additional flow-down requirements from the Prime Agreement, and (b) terms not set forth in the MSA, such as any applicable chain of custody form, agency form, site access form, construction documents, and others]

Execution of this Service Order by Client and Consultant forms a Service Agreement and gives effect to the corresponding MSA with respect to such Service Agreement. Performance of any Services prior to execution of this Service Order shall be deemed Consultant's acceptance of the terms of the Service Agreement.

CONSULTANT:

[Insert legal identity of entity signing this Service Order as Consultant. Must match Paragraph 2.1 above.]

By: [Signature]
 Name: [Print or Type]
 Title: _____

CLIENT:

[Insert legal identity of entity signing this Service Order as Client. Must match Paragraph 2.4 above.]

By: [Signature]
 Name: [Print or Type]
 Title: _____

SERVICE ORDER ADDENDUM – CLIENT MSA

FOR SERVICE ORDER FORMING SERVICE AGREEMENT NO. [INSERT NUMBER]

Part 1 – Proposal.

- Attached,
- N/A

Part 2 – Scope of Services.

- Per Proposal (Attached per Part 1 above), without modification.
- Per Proposal (Attached per Part 1 above), as modified by terms set forth below in this Part 2 of the Service Order Addendum:

[INSERT MODIFICATIONS TO PROPOSAL]

- As set forth below in this Part 2 of the Service Order Addendum:

[INSERT SCOPE OF WORK DESCRIPTION, IF ANY]

Part 3 – Service Agreement Price.

- N/A, See Exhibit A.
- As set forth below in this Part 3 of the Service Order Addendum:

[INSERT DESCRIPTION]

Part 4 – Warranty for Construction.

- None.
- As follows: *[INSERT WARRANTY TERMS]*

Part 5 – Additional Attachments

- None
- As follows: *[INSERT LIST OF ADDITIONAL ATTACHMENTS]*

EXHIBIT B

SCHEDULE OF AGREED RATES AND REIMBURSABLE EXPENSES

EXHIBIT C

FORM OF CHANGE ORDER

Change Order No.:
Date of Request:
Site Name:
Project Name:

Service Agreement No.
MSA Client: [Insert Name]
MSA Effective Date: [Insert Date]
Project Number

The Service Agreement identified above is changed as follows:

1. CHANGE IN SERVICES:

Change Order Description:

[INSERT DETAILED DESCRIPTION OF THE CHANGES AND REASONS OR CAUSE FOR SUCH CHANGES. ATTACH OR REFERENCE EXHIBITS AS NEEDED]

2. COST ADJUSTMENTS:

Original Service Agreement Price	Net Change by Previously Authorized Change Orders	Service Agreement Price Prior to this Change Order	Amount of Net Increase/Decrease by this Change Order	New Service Agreement Price
\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

3. OTHER COST ADJUSTMENTS, IF ANY:

[INSERT DESCRIPTION]

4. TIME ADJUSTMENTS:

Commence Change Order Services by: _____
Complete Change Order Services by: _____

5. OTHER TIME ADJUSTMENTS, IF ANY:

[INSERT DESCRIPTION]

This Change Order is accepted by:

Client: [Insert Name] _____
By: [Signature] _____
Name: [Type or Print] _____
Title: _____

Consultant: [Insert Name] _____
By: [Signature] _____
Name: [Type or Print] _____
Title: _____

Accepted: [Insert Date], 20 _____

Accepted: [Insert Date], 20 _____

EXHIBIT D
[RESERVED]

[End of Exhibit D]

EXHIBIT E

SCHEDULE OF INSURANCE

1. Consultant's Insurance.

1.1 Consultant shall purchase and maintain the following insurance until completion of the Services or earlier termination of the Service Agreement (or for such longer period as may be specified below in this Paragraph 1), unless different policy limits or coverages are expressly required by the Service Order.

Type of Insurance	Policy Limits
A. Commercial General Liability	\$1,000,000 each occurrence; \$2,000,000 general aggregate; \$2,000,000 aggregate products— completed operations; \$1,000,000 personal and advertising injury
B. Auto Liability (All Owned, Non-Owned & Hired Autos)	\$1,000,000 Combined Single Limit
C. Umbrella/Excess Liability	\$2,000,000 each occurrence
D. Workers Compensation	Per Statute
E. Employers Liability	\$1,000,000 each accident \$1,000,000 disease – each employee \$1,000,000 disease – policy limit
F. Professional Liability (if Consultant performs professional services)	\$1,000,000 per claim; \$2,000,000 aggregate
G. Pollution Liability (if Consultant performs Drilling or Excavation Services)	\$1,000,000 per incident; \$2,000,000 aggregate

1.2 All coverages shall be on an occurrence basis, except Professional Liability, which: (a) shall have a Retroactive Date no later than the date services or work commences and (b) shall remain in effect for three (3) years after the date of the Final Invoice.

1.3 No deductible under any policy identified in Subparagraph 1.1 above may exceed \$100,000.

1.4 Consultant shall submit Certificates of Insurance (COIs) to Client evidencing compliance with the requirements of this Exhibit E, and all other insurance requirements identified in the Service Order, at the following times: (a) prior to commencement of any Services, (b) upon renewal or replacement of each required policy of insurance, and (c) upon reasonable request by Client.

2. Additional Insured Coverage under Consultant's Policies.

2.1 Consultant shall name as Additional Insured(s) the person(s) and/or entities so designated by the Client under Consultant's policies where permitted, but only if so designated in Section 5.4 of the Service Order. Additional Insured coverage is not available under Consultant's Professional Liability or Workers Compensation policies. Additional Insured coverage, where requested and available, shall be primary and non-contributory to any valid and collectible insurance of Client and any other Additional Insured.

3. Additional Requirements. To the fullest extent of the law, the following insurance policies procured or maintained by Consultant shall waive rights of subrogation: (a) Commercial General Liability, (b) Automobile Liability, (c) Workers Compensation Policies, and (d) and such other policies as requested by Client to the extent available on commercially reasonable terms.

4. Client's Insurance Obligations.

4.1 Client shall procure and maintain insurance as required under the Service Order on property it owns, and Client shall provide Consultant with COI(s) evidencing compliance with such obligations. To the fullest extent of the law, Client's policies shall waive subrogation. In addition, Client: (a) shall confirm that the entire Property (including all improvements thereon and any Construction) are insured by property insurance reasonably acceptable to Consultant, and (b) shall provide Consultant with reasonable evidence of such insurance coverages.

[End of Exhibit E]

EXHIBIT F

INDEX OF DEFINED TERMS

Terms capitalized in the MSA shall have the meaning ascribed or referenced in this Exhibit F. Terms capitalized, but not defined, in the Service Order also shall have the meaning ascribed or referenced in this Exhibit F unless the context of such use dictates otherwise. Unless expressly stated otherwise, cross-references in this Exhibit F are to the corresponding item in or portion of the MSA

1. "Agreed Rates" means hourly or other rates applicable to the compensation of Consultant for performance of the Service Agreement, as set forth in Exhibit B or otherwise agreed to by the Parties in writing.
2. "Applicable Law" means any and all applicable laws, statutes, rules, regulations, ordinances, codes, lawful orders of any and all governmental or public entities, bodies, agencies, authorities, and courts having jurisdiction.
3. "Attachment" means an exhibit or other similar attachment identified in the Service Order Addendum. All Attachments are deemed part of the Service Order.
4. "Business Day" means any day other than a Saturday, Sunday, or a day on which banking institutions in the jurisdiction where the Project is located are authorized or obligated by law or executive order to close.
5. "Business Relationship" means a person or entity with whom the referenced Party has a business or commercial relationship in connection with the Project, Prime Agreement, or Service Agreement. By way of example, a Subconsultant is a Business Relationship of Consultant.
6. "Change Order" means a written instrument signed by both Client and Consultant describing a change in the Services (including performance of additional Services) and agreement by the Parties on any equitable adjustment to the Service Agreement Price or schedule requirements (including all Milestone Dates) resulting from or arising out of such change in the Services. A Change Order shall be substantially in the form of Exhibit C.
7. "Client" means the person or entity identified as such in the Service Order and with which Consultant has entered into the Service Agreement.
8. "Client Affiliate" means each of the following: (a) the Client MSA Signatory, (b) any entity in which Client MSA Signatory has a direct or indirect ownership interest, and (c) any entity that has a direct or indirect ownership interest in Client MSA Signatory.
9. "Client Furnished Information" means all information relevant to the Property or Services under the control of Client or which can be reasonably obtained by Client, and which is provided by Client to Consultant, including the following: (a) items relative to previous designs, studies, or investigations at or adjacent to the Property; (b) surveys and other information to describe physical characteristics, legal limitations, and utility locations for the Property, (c) a legal description of the Property and related information; (d) explorations and tests of subsurface conditions at or adjacent to the Property; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Property; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data; (e) environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies; (f) other special surveys or data, including establishing relevant reference points; (g) design objectives and criteria required by Client, as relevant to the Services, such as design criteria and performance specifications; and (h) other information reasonably requested by Consultant.
10. "Client MSA Signatory" means the entity identified as such in the Preamble.
11. "Client Team Member" means each of the following: (a) all of Client's officers, directors, principals, managers, constituent entities (e.g., members, shareholders, partners), employees, and agents, and (b) any Separate Contractor retained directly or indirectly by Client in connection with the Project.
12. "COI" means a certificate of insurance.
13. "Compromised Party" means a Party that suffers, fails to prevent, or is responsible for a Security Incident.

14. “Confidential Information” means any and all non-public, proprietary, or other information provided by either Party or any of its representatives to the other Party, directly or indirectly, whether in graphic, written, electronic, digital, virtual, oral, or any other form or method of documenting or communicating, including allowing access, the opportunity to observe, or other exposure to such information, whether identified at the time of disclosure as confidential or which by context or otherwise should reasonably be deemed or understood likely to be confidential, including without limitation: (a) unpublished patent disclosures and patent applications, and other filings, know-how, trade secrets, and any information regarding ideas, inventions, technology, and processes, (b) drawings, specifications, technical documentation, sketches, flow charts, prints, physical and digital models, and photographs, (c) information relating to physical, chemical, or biological materials and compounds, formulas, or any component part, their structures, compositions, and formulations, and methods for their handling, use, manufacture, and processes, (d) proprietary equipment and tools, and information pertaining to their design, manufacturing, plans, and/or assembly, including vapor machines and any other machine used to distribute chemicals, gases, or liquids, and any assessments, reports, and/or analyses regarding the same, and any form, mold, or die pertaining to any such equipment or tools; and (e) business and financial plans or information, customer and client lists, business and contractual relationships, business forecasts, and marketing plans, cost and price data, licenses, and employee, shareholder, partner, member, or investor lists. For clarification, Confidential Information also includes: (x) any other information, to the extent such information contains, reflects, or is based upon any of the foregoing Confidential Information, (y) all Personal Information, and (z) non-public, proprietary, or other confidential information of a third party that is disclosed to either Party by the other Party or such third party at the request or direction of the other Party.

15. “Construction” means any permanent physical improvements to the Property resulting from the performance of the Services, including the labor and materials provided to produce such improvements (excluding professional services).

16. “Consultant” means the person or entity identified as such in the Service Order, and with which Client has entered into the Service Agreement.

17. “Consultant Affiliate” means each of the following: (a) Weaver Holdings, LLC and Landmarc Holdings, LLC (for purposes of this definition, each a “Consultant Holding Company”), (b) any entity in which a Consultant Holding Company holds a direct or indirect ownership interest, including the Consultant MSA Signatory, and (c) any other entity in which any officer, director, principal, manager, member, or employee of any Consultant Affiliate described in clause (a) or clause (b) above holds an ownership interest, provided such other entity was formed for the purpose of performing work or services that another Consultant Affiliate would customarily have performed but for the fact such Consultant Affiliate as then organized could not satisfy certain licensing or registration requirements applicable to the performance of such work or services.

18. “Consultant MSA Signatory” means the entity identified as such in the Preamble.

19. “Consultant Team Member” means each of the following: (a) all of Consultant’s officers, directors, principals, managers, constituent entities (e.g., members, shareholders, partners), employees, agents, and (b) any Subconsultant and other person or entity performing any services or work on behalf of Consultant in connection with the Service Agreement or the Project.

20. “Differing Site Condition” means any physical condition at the Property that: (a) is concealed or latent, and which differs materially from conditions set forth in Client Furnished Information, or (b) is not known by Consultant as of the date of the Service Agreement, and which differs materially from those conditions ordinarily encountered and generally recognized as inherent in services of the character required by the Service Agreement. For clarification, any Hazardous Material or man-made object (including any structure or item pertaining to utility service) present at the Property is deemed a Differing Site Condition if not either: (x) clearly identified (including its location) in Client Furnished Information delivered to Consultant, or (y) actually known to exist (including its location) by Consultant.

21. “Dispute” means: (a) a claim or demand made by one Party against the other Party, which has been denied or rejected by the other Party, or to which the other Party has not responded within a reasonable time, or (b) a controversy or disagreement between the Parties not amicably resolved within a reasonable time.

22. “Effective Date” has the meaning set forth in the Preamble and is the date upon which the MSA is deemed made and the initial Term commences.

23. “Exhibit” means each item enumerated in Paragraph 1.2.

24. “Final Invoice” means the Invoice requesting payment for the unpaid balance of the Service Agreement Price, less a reasonable amount for performance of minor work or services remaining to complete or close-out the Service Agreement (e.g., so-called punchlist work). For clarification, additional Invoices may be submitted for such minor work or services not covered by the Final Invoice. If the Service Agreement is terminated, then the Final Invoice shall be the Invoice requesting amounts not previously paid for: (a) Services performed prior to the effective date of such termination, and (b) services, activities, or tasks authorized by Client as part of such termination.
25. “Force Majeure Event” means any event beyond the reasonable control of Consultant. By way of example, a Force Majeure Event includes the following: (a) severe weather or climate related conditions, such as hurricanes, tornados, droughts, floods, heavy rain, hail, lightning, (b) natural non-weather related events or conditions, such as epidemics, disease, volcanic eruptions, tidal waves, earthquakes, landslides, pest outbreaks, (c) governmental and regulatory acts or omissions, such as court action, embargo, expropriation, confiscation, nationalization, (d) violent conflict, such as acts of war or hostilities (whether or not declared), blockade, terrorism, civil unrest or disorder, riot, insurrection, (e) fire, explosion, conflagration, radiation contamination, (f) interruption of trade, commerce, or society, such as transportation delays or interruptions, unusual delay in deliveries, port congestion, embargo, import restrictions, labor strikes, rationing, interruption of power or utility service, (g) shortage of labor, materials, equipment, or power and utility services, or lack of availability of such items on terms reasonably similar to those generally prevailing as of the date of the Service Agreement, and (h) unavoidable casualty or other causes beyond the reasonable control of Consultant.
26. “Hazardous Material” means any hazardous or toxic substance, or hazardous or toxic waste, contaminant, or pollutant as defined by or regulated by any applicable governmental or public authority.
27. “Hiring Party” has the meaning set forth in Subparagraph 3.3.3.
28. “Instruments of Service” means the representations in any medium of expression now known or later developed, of the tangible and intangible creative work or services performed by Consultant or any Subconsultant, and provided or furnished by Consultant to Client pursuant to the Service Agreement. Instruments of Service may include studies, reports, surveys, models, sketches, drawings, specifications, and other similar items.
29. “Invoice” means a written request for payment in connection with the Service Agreement submitted by Consultant to Client, including supporting documents and information.
30. “Lower Tier Lien” means any encumbrance, lien, or security interest asserted, claimed, filed, or recorded against the Property resulting from or arising out of Services performed by any Subconsultant.
31. “MSA” has the meaning set forth in the Preamble. For clarification, the MSA includes all Exhibits.
32. “Material Constructive Change” means a change in any condition, to the extent not the fault of Consultant, that causes or will cause: (a) a material change the scope or nature of the Services, or (b) a material increase in any risk associated with the performance of the Services, such as risk to health or safety of persons. For clarification, a Material Constructive Change may result from or arise out of incomplete or inaccurate Client Furnished Information, a Differing Site Condition, a Force Majeure Event, the work or services of Separate Contractors, the discovery of unknown Hazardous Materials, or any circumstance or condition not disclosed to or known by Consultant prior to the date of the Service Agreement, or inconsistent with the reasonable assumptions made by Consultant.
33. “Milestone Date” means a date identified in the Service Order by which Consultant is required to achieve a corresponding event or complete a specified portion of the Services. A Milestone Date may be expressed as a specific calendar date or as the end date of a specified time period.
34. “Party” means each of Client and Consultant, and referred to collectively from time to time as the “Parties.” For clarification, the Client Affiliate and Consultant Affiliate that sign a Service Order or are deemed to have agreed to a Service Order are each a Party with respect to the Service Agreement formed by such Service Order.
35. “Personal Information” means information provided to a Party by or at the direction of the other Party, or to which access was provided to a Party by or at the direction of the other Party, in the course of the performance of the Service Agreement that: (a) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (b) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued

identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

36. “Preamble” means the introductory paragraph of the MSA, located immediately prior to and above the caption for Article 1.

37. “Prime Agreement” means a contract between Client and the entity immediately upstream in any chain of contracts that includes the Service Agreement (which entity may be a Property Owner). The Prime Agreement shall be identified in the Service Order.

38. “Project” means the total undertaking by Property Owner to investigate, document, or improve real property to which the Service Agreement pertains. Such undertaking may include work and services provided by Separate Contractors.

39. “Property” means the real property upon which the Project is located, and all improvements located on such real property. The Property includes all contiguous parcels under common or related ownership, rights of way, and easements for access thereto, and such other real property furnished by Client or any Property Owner in connection with the performance of the Services.

40. “Property Owner” means each person or entity that holds legal title to the Property or has the legal authority to initiate and undertake the Project.

41. “Proposal” means a written proposal to perform the Services submitted by Consultant to Client. A Proposal shall be binding and part of the Service Agreement only to the extent identified in the corresponding Service Order.

42. “Reimbursable Expenses” means those expenses for which Client agrees to reimburse Consultant in connection the performance of the Service Agreement. Reimbursable Expenses shall be set forth in Exhibit B or otherwise agreed to by the Parties in writing.

43. “Reliance Letter” means a letter prepared and issued by Consultant conferring to a third party the right to rely on content in certain Instruments of Service specified in such letter, but only to the extent and pursuant to the terms expressly set forth in such letter.

44. “Safety Laws and Codes” means all laws, statutes, ordinances, rules, regulations, codes, lawful orders, and requirements of public authorities that bear on the safety or protection of persons or property, including the Occupational Safety and Health Act of 1970, the Construction Safety Act of 1969, and General Industry Safety Orders (including Group 15, and Article 105 Control of Noise).

45. “Sample” means a physical specimen of soil, rock, water, or other material and used by Consultant or a Subconsultant for testing, analysis, or other study.

46. “Security Incident” means: (a) any act, omission, event, or circumstance that compromises either the security, confidentiality or integrity of Confidential Information (including Personal Information) in the possession of a Party, or the administrative, physical, electronic, digital, or technical safeguards put in place by a Party that relate to protecting the security, confidentiality or integrity of Confidential Information (including Personal Information), (b) receipt by a Party of a complaint or notice of a complaint in connection with the privacy practices of that Party, or (c) any fact or circumstance indicating that a breach by a Party of any obligation under the Service Agreement relating to the privacy practices of that Party is reasonably likely to have occurred. For clarification, any release or disclosure by a Party or any of its Team Members of Confidential Information that is not permitted under the Service Agreement shall be deemed a Security Incident for which such Party is responsible.

47. “Senior Management” means collectively all officers, principles, managers, and other personnel of the referenced entity who are members of its core or highest-level management team, but excluding any board of directors.

48. “Separate Contractor” means any contractor, consultant, supplier, or vendor providing work or services, or supplying material or equipment, in connection with the Project or Property, excluding Consultant and any Subconsultant. Client and any Property Owner, to the extent performing work or services with its own forces, shall be deemed a Separate Contractor.

49. “Service Agreement” means the contract between the Parties with respect to the Services, which is formed as more specifically described in Subparagraph 1.4.2. Any reference in the MSA to the Service Agreement means that particular Service Agreement to which the terms of the MSA are being applied, except as otherwise expressly stated or the context of such reference requires. The date of the Service Agreement shall be the date of the corresponding Service Order or, if the Service Order is deemed agreed upon by acceptance of a Proposal or authorization to proceed, then the date of such acceptance or authorization to proceed.

50. “Service Agreement Price” means the total amount payable by Client to Consultant for performance of the Service Agreement, including all authorized adjustments. The Service Agreement Price shall be stated or described in the applicable Service Order.

51. “Service Order” means the written instrument substantially in the form of Exhibit A, confirming agreement by Client and Consultant on certain terms pertaining to the Service Agreement formed when the Parties agree upon the Service Order. The Service Order includes the Service Order Addendum and all Attachments expressly enumerated or referenced in the Service Order Addendum. Any reference in the MSA to the Service Order means that particular Service Order to which the terms of the MSA are being applied, except as otherwise expressly stated or the context of such reference requires.

52. “Service Order Addendum” means the document so designated and part of the Service Order to identify information in five (5) parts that may be needed to complete or confirm the terms of the Service Order, including: (a) whether the Proposal is part of the Service Order (Part 1), a reference to or description of the Services (Part 2), a description of how the Service Agreement Price is calculated (Part 3), description of any warranty for Construction (Part 4), and a list of Attachments not identified in other portions of the Service Order Addendum (Part 5).

53. “Services” means the services to be provided by Consultant in accordance with the Service Agreement, and includes all labor, materials, equipment, and items which are part of such Services. The Services shall be described generally in the Service Order.

54. “Subconsultant” means any person or entity having a direct or indirect contract with Consultant to provide work, services, materials, or equipment with respect to the Services.

55. “Team Member” means each Client Team Member or Consultant Team Member as the case may be, and from time to time are referred to collectively as “Team Members.”

56. “Term” means each two (2) year period during which a Client Affiliate and Consultant Affiliate may form a Service Agreement pursuant to the MSA, including the initial Term commencing upon the Effective Date and each subsequent two (2) year renewal period.

[End of Exhibit F]

EXHIBIT G

SCHEDULE OF NOTICE INSTRUCTIONS

1. **Overview.** All notices required or permitted under the Service Agreement shall be effective only if such notice is in writing, identifies the person sending such notice on behalf of the sender (with the name and title of such person legibly printed or typed), and complies with the requirements set forth in this Exhibit G.
2. **Method of Delivery.** All notices shall be delivered by any of the following methods: (a) personal delivery by messenger service or other independent third party, (b) by a nationally recognized express courier service, or (c) by email in accordance with Section 5 below.
3. **Addresses.** All notices shall be addressed to the Party to whom it is to be delivered at the address set forth below (physical location for hard copy notices or email address, as the case may be):

If to Consultant: Douglas G. Dorgan, Jr.
35 East Wacker Drive
Suite 1250
Chicago, IL 60601
Email: ddorgan@wcgrp.com

With a copy to: Office of Corporate Counsel
35 East Wacker Drive
Suite 1250
Chicago, IL 60601
Email: Legal-Services@wcgrp.com

If to Client: As set forth in Paragraph 6.5 of the MSA.

4. **Date of Receipt.**
 - 4.1 **Hard Copies.** A hard-copy notice shall be deemed received on the date of actual delivery (whether accepted or refused): (a) as confirmed in writing by the person delivering such notice, if delivered personally, or (b) as confirmed by the signed confirmation of delivery or in writing by the courier service, if delivered by courier; provided, however, that if delivery of a hard-copy notice occurs after 5:00 pm local time where delivered or on a non-Business Day, then such notice shall be deemed received on the first Business Day following the day of actual delivery.
 - 4.2 **Email.** An email notice shall be deemed received at the time that it enters the email system of the receiving Party, unless the email is rejected or quarantined by such email system, and either: (a) the sender is responsible for such rejection or quarantine (e.g., due to infection with a virus), or (b) such notice cannot be delivered because of a problem affecting the email system of the receiving Party. If an email notice cannot be delivered, then the notice for receiving such notice shall be extended by the number of days from the date such email notice is transmitted until the date that the sending Party becomes aware, or should be aware, of the likely failure of delivery.
5. **Additional Requirements for email Notices.**
 - 5.1 A Notice delivered by email will not be effective unless such email contains the text "OFFICIAL NOTICE" in all capital letters in the subject line of the email message.
 - 5.2 A notice of default, claim, termination, or *[Insert others as appropriate]* must be delivered by hard-copy in addition to any notice by Email; provided, however, that such notice shall be deemed received on the date of the first of such notices to be received in accordance with the terms of this Exhibit G.

6. ***Other Terms.***

- 6.1 A Party may change the address to which notices are to be delivered by written notice to the other Party of such change, which change shall be effective not less than seven (7) days from the date such notice is deemed received.
- 6.2 Outside counsel to a Party may provide a notice on behalf of such Party, provided that such notice complies with this Exhibit G.

[End of Exhibit G]



January 15, 2025

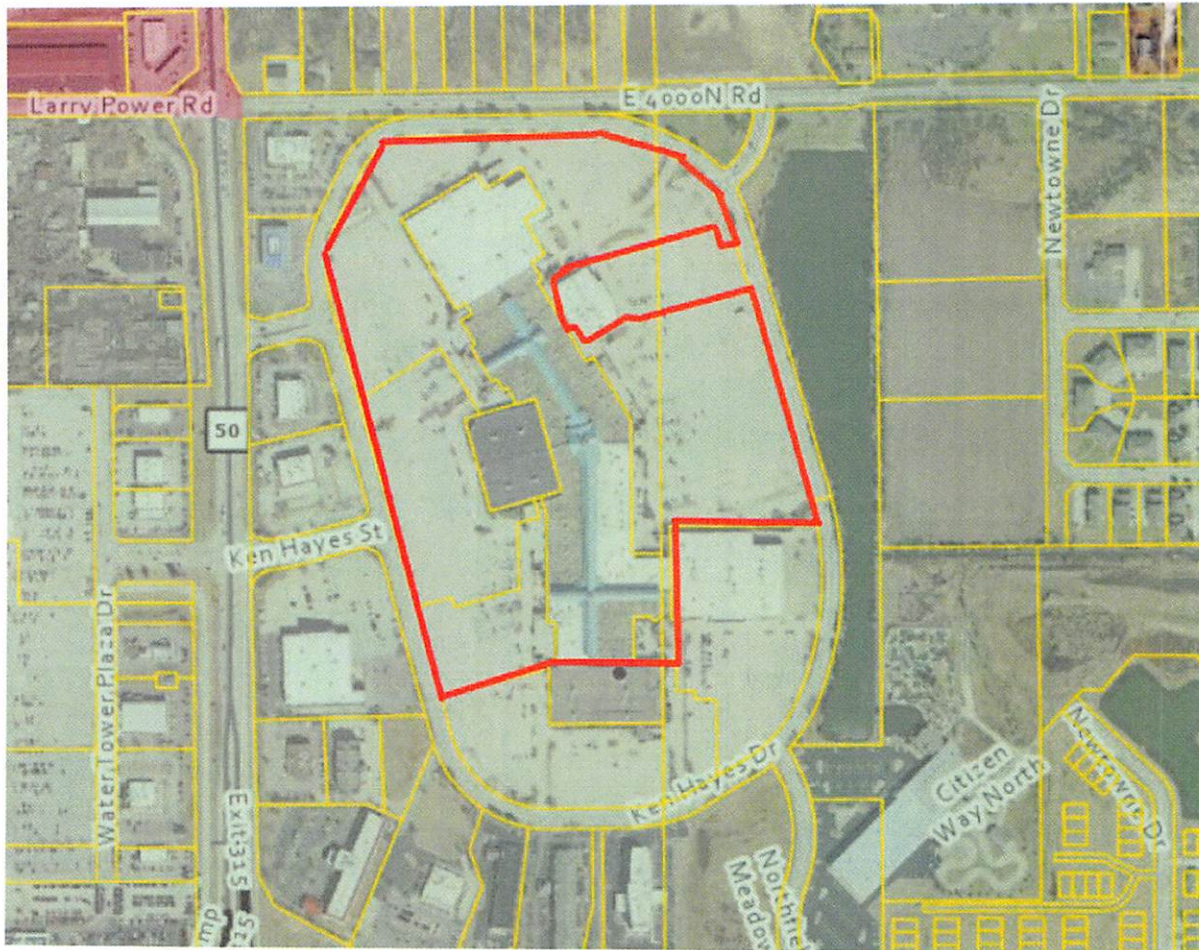
Ms. Jennifer J. Sackett Pohlenz
Counsel
Leech Tishman
c/o The Village of Bradley
225 West Washington Street Suite 1300
Chicago, Illinois 60606

**Re: Environmental Services Proposal
Northfield Square Mall
1600 North State Route 50
Bourbonnais, Illinois 60914
Proposal No.: WNCP-001-2025-01**

Dear Ms. Sackett Pohlenz:

In response to your request, **Weaver Consultants Group North Central, LLC** (WCG) is pleased to provide Leech Tishman on behalf of their client, the Village of Bradley (Client), with this Proposal for environmental services including a Phase I Environmental Site Assessment (Phase I ESA) and Hazardous Materials Survey at the above-referenced property (the subject property). WCG understands that the subject property consists of an approximate 40-acre property addressed 1600 North State Route 50 in Bourbonnais, Illinois, with Kankakee County Parcel Index Numbers (PINs) 17-09-16-101-004 through -007, 17-09-16-101-005, 17-09-16-101-011, 17-09-16-101-012, 17-09-16-101-015, 17-09-16-101-034, 17-09-16-101-036, 17-09-16-201-012, and 17-09-16-201-014. The subject property parcels are owned by Northfield Nassim LLC, and the subject property appears improved with a 700,000-square foot building occupied by the Northfield Square Mall. The remainder of the subject property appears developed with paved driveways and parking lots. Based on information provided by the Client, the mall was reportedly constructed between 1988 and 1990.

The subject property is outlined in red below.



The Hazardous Materials Survey does not include the former JC Penney store, Carsons Men, Children and Home Store, or the Cinemark Movie Theater.

The following presents the Scope of Work, followed by our Schedule and Cost Estimate to complete the above-referenced activities.

SCOPE OF WORK

Based upon our understanding of your objectives and our recent communications, we have developed a Scope of Work subdivided into the following tasks, which are summarized below:

- Task 1: Phase I ESA; and
- Task 2: Asbestos-Containing Material (ACM) Survey;
- Task 3: Lead-Based Paint (LBP) Survey; and
- Task 4: ACM Survey Change Order

Task 1: Phase I ESA

The objective of the Phase I ESA is to identify conditions that, through the review of certain reasonably available information, may indicate the presence of a recognized environmental condition¹. Please note that the presence of a recognized environmental condition and an evaluation of the potential risk associated with the identified recognized environmental condition(s) at the subject property may require additional evaluation beyond the Scope of Work presented in this Proposal.

WCG will perform the proposed Phase I ESA in general accordance with the ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process E1527-21. The Phase I ESA will consist of the following general tasks:

- Review of publicly available, reasonably ascertainable, and practicably reviewable ASTM E1527-21 specified standard government records.
- Site reconnaissance in an effort to physically observe reasonably accessible interior and exterior areas of the subject property, structures present at the subject property and uses of adjoining properties from reasonably accessible public thoroughfares.
- Perform a Tier 1 Vapor Encroachment Screen (VES) to identify the presence or likely presence of contaminant of concern vapors in the subsurface of the subject property caused by the release of vapors from impacted soil or groundwater either on or near the subject property per ASTM E 2600-22.
- Interview reasonably available current and past owner(s) and occupant(s) of the subject property and local/state governmental agency representatives in an effort to obtain publicly available, reasonably ascertainable, and practicably reviewable information concerning the current and historical uses of the subject property and adjoining properties.
- Review of publicly available, reasonably ascertainable, and practicably reviewable historical records concerning the subject property and adjoining properties in an effort to obtain information concerning the historical uses of the subject property and adjoining properties.
- Prepare a written report that specifically lists any recognized environmental conditions identified during the course of the Phase I ESA, consolidates and discusses information gathered in the tasks described above, and appends any significant supporting documents.

¹ The American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E1527-21) defines a recognized environmental condition as the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions.

Upon request, WCG will provide you with one draft copy of the narrative of the report for review and comment. Additional comments, revisions, and draft reports requested by you, your affiliates, legal counsel, or financial institution(s), beyond the initial draft will be billed on a time-and-expense basis in accordance with the attached Fee Schedule.

Task 2: ACM Survey

The ACM survey will be conducted by an Illinois-accredited inspector to identify and sample suspect ACM (SACM) in accordance with the United States Environmental Protection Agency (USEPA) requirements as defined in the Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP). The survey will include the collection of samples of friable and/or non-friable materials suspected to contain asbestos. Samples will be sent for laboratory analysis using "Positive Stop" methodology, which states that if one sample of a homogenous material is found to contain asbestos, the remaining samples of the material will not be analyzed and are considered to contain asbestos. The survey will include the sampling of interior and exterior materials, with the exception of roofing materials. During the survey, attempts will be made to access SACM; however, due to the nature of an ACM survey, some areas and/or materials may be deemed inaccessible. WCG will make reasonable assumptions as to the presence of SACM in inaccessible areas.

The ACM survey will be conducted using limited destructive means to collect samples of SACM. WCG will attempt to perform sampling in discrete areas; however, patching of or repairs to sampling locations will not be performed by WCG.

Samples collected during the ACM survey will be submitted for laboratory analysis by polarized light microscopy (PLM) in accordance with USEPA methodology. Samples will be analyzed by USEPA method (EPA 600/4-93/116) Determination of Asbestos in Bulk Building Materials or EPA Method (EPA 600M4-82-020) for the Determination of Asbestos in Bulk Insulation Samples at a U.S. Department of Commerce, National Institute of Standards and Technologies, National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for bulk asbestos identification by PLM. For reference, ACM, as defined by the USEPA and the State of Illinois, are materials with an asbestos concentration of greater than 1% (>1%).

The results of the ACM Survey will be included in a written inspection report detailing observations made while at the subject property, the location and approximate quantities of identified ACM, and appropriate recommendations. **WCG estimates and has included 500 asbestos LM samples for this proposal. Each additional sample will be at a cost of \$10 - \$12 per sample.**

Task 3: LBP Survey

The LBP survey will be performed by an Illinois lead inspector/risk assessor in accordance with Illinois Department of Health regulations and general industry standards for non-regulated buildings. The analysis of painted surfaces at the subject property building will be conducted using an x-ray fluorescence (XRF) spectrum analyzer, a portable and hand-held lead analyzer designed to collect non-destructive measurements of lead concentrations in paint and other coatings. Please note that the scope of this survey is not intended to meet the requirements for a surface-by-surface investigation in accordance with United States Department of Housing and Urban Development (HUD) Chapter 7 guidelines or for lead-free certification purposes.

The results of the LBP Survey will be included in a written inspection report detailing observations made while at the subject property, the location and concentrations of identified lead, and appropriate recommendations.

Task 4: ACM Survey Change Order

Based on the field conditions observed during our initial site visit, up to 1,500 additional asbestos PLM samples will be collected in addition to the 500 samples discussed in Task 1. As discussed in Task 1, these samples will be charged at \$10 - \$12 per sample.

REQUIRED PARTICIPATION

WCG will need the following information for the subject property to initiate the proposed Scope of Work:

- An executed copy of the attached Proposal Acceptance Sheet;
- A completed copy of the attached User-Provided Information Questionnaire (completed by the user for the subject property);
- A completed copy of the attached Environmental Assessment Questionnaire (completed by the owner and key site manager);
- A plat of survey/site survey for the subject property;
- Subject property legal description and PINs; and
- Prior environmental reports, if any.

It is important to note that in order for you to qualify for one of the Landowner Liability Protections offered by 40 CFR 312, the user must provide the available information requested on the attached User-Provided Information Questionnaire. WCG requests that the user provide the requested information and/or any comments, such as if the information is not available, or unknown, and sign the last page of the questionnaire which affirms that the respondent has answered all questions to the best of the

respondent’s actual knowledge and in good faith. Lack of this requested information could result in data gaps in the findings of the Phase I ESA.

SCHEDULE

WCG is prepared to initiate this Scope of Work upon receipt of your authorization to proceed. WCG understands that this work is being requested under an expedited due diligence timeframe. WCG will coordinate the Phase I ESA site reconnaissance and ACM and LBP Surveys within one week of authorization. WCG anticipates that the draft Phase I ESA report will be prepared within fifteen (15) business days of authorization.

WCG estimates that the ACM and LBP Survey field activities will be conducted within five days, with analytical results within three days of collection. The survey reports will be prepared within two weeks of receipt of analytical results. WCG will communicate any changes to this schedule directly to you throughout the project.

COST ESTIMATE

Based upon our understanding of your objectives, our knowledge of the subject property, and the Scope of Work presented, we estimate that this Scope of Work can be conducted for the following estimated costs for each task:

Task 1: Phase I ESA.....	\$3,000
Task 2: ACM Survey (includes 500 samples, each additional is \$12/sample).....	\$16,400
Task 3: LBP Survey.....	\$6,850
<u>Task 4: ACM Survey Change Order (includes 1,500 samples at \$12/sample).....</u>	<u>\$18,000</u>
Total Estimated Costs:.....	\$44,250

Upon request, WCG can prepare Reliance Letter(s) for third party entities that may rely on the final Phase I ESA report after it has been issued under the same terms and conditions presented within this proposal. Reliance Letter(s) will be prepared and issued using WCG’s standard Reliance Letter template for an additional fee of \$500 per Reliance Letter. Costs incurred as part of any revisions or preparation of specific attachments to the standard Reliance Letter requested by the Client will be invoiced in accordance with the attached Fee Schedule.

This cost assumes that we will be provided with the information requested above at the time of authorization, as well as a completed User-Provided Information Questionnaire within one week of authorization. In the event WCG must independently obtain and/or verify the needed information or if the project is delayed due to the lack of the needed information, additional costs may be incurred which will be invoiced on a time-and-materials basis in accordance with the attached Fee Schedule.

The estimated cost and proposed Scope of Work are based on information available to WCG at this time. If conditions change, work extends beyond the scheduled completion date, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification. We fully expect to perform the proposed Scope of Work for the stated sum, which will not be exceeded without your prior authorization. Any additional consultation or services authorized beyond the Scope of Work presented in this proposal will be billed in accordance with the attached Fee Schedule.

AUTHORIZATION

Should this Proposal meet with your objectives, please indicate your authorization to proceed by signing and returning the attached Service Order to our office. Execution of the attached Service Order will constitute acceptance of the attached Fee Schedule and the Terms and Conditions of the Master Services Agreement (MSA) between the Village of Bradley and WCG. Any modification to this Proposal, the Fee Schedule or Terms and Conditions must be accepted by both parties. This Proposal is valid if accepted within thirty (30) days of issuance and for work performed within ninety (90) days of acceptance.

We appreciate this opportunity to be of service and are looking forward to working with you on this project. If you should have any questions or comments concerning this proposal, please do not hesitate to contact us directly.

Sincerely,

Weaver Consultants Group North Central, LLC



Andy Perdue
Principal



Allison Fournier
Senior Project Manager

Attachments: Fee Schedule
Service Order
User-Provided Information Questionnaire
Environmental Site Assessment Questionnaire

**WEAVER CONSULTANTS GROUP
FEE SCHEDULE
(Effective November 1, 2023)**

I. PROFESSIONAL STAFF	<u>Unit</u>	<u>U.S. \$</u>
a) Principal/Corporate Consultant	Hr.	250.00
b) Senior Project Director	Hr.	235.00
c) Project Director	Hr.	220.00
d) Senior Project Manager	Hr.	200.00
e) Sr Project Engineer/Scientist/Environmental Specialist/Geologist/Architect/Industrial Hygienist.....	Hr.	185.00
f) Project Manager.....	Hr.	170.00
g) Project Engineer/Scientist/Environmental Specialist/Geologist/Architect/Industrial Hygienist	Hr.	145.00
h) Staff Engineer/Scientist/Environmental Specialist/Geologist/Architect/Industrial Hygienist.....	Hr.	130.00
i) Engineer/Scientist/Environmental Specialist//Geologist/Architect/Industrial Hygienist.....	Hr.	110.00
 II. TECHNICAL STAFF		
a) Union Engineering Technician-Journeyman	Hr.	145.00
b) Union Engineering Technician.....	Hr.	140.00
c) Construction Superintendent	Hr.	130.00
d) Construction Manager	Hr.	115.00
e) System Specialist III.....	Hr.	165.00
f) System Specialist II.....	Hr.	125.00
g) System Specialist I.....	Hr.	115.00
h) System Technician.....	Hr.	100.00
i) Field Engineer/Scientist/Environmental Specialist.....	Hr.	120.00
j) Certified Technician	Hr.	95.00
k) Senior Engineering Technician.....	Hr.	90.00
l) Engineering Technician II	Hr.	80.00
m) Engineering Technician I.....	Hr.	70.00
 III. SUPPORT STAFF		
a) Senior CAD Designer	Hr.	135.00
b) CAD Designer III	Hr.	125.00
c) CAD Designer II.....	Hr.	115.00
d) CAD Designer I.....	Hr.	90.00
e) Technical Assistant.....	Hr.	80.00
f) Clerical/Word Processing	Hr.	80.00
 IV. SURVEYING		
a) Senior Professional Land Surveyor	Hr.	185.00
b) Professional Land Surveyor.....	Hr.	165.00
c) Survey Field Manager	Hr.	150.00
d) Survey Party Chief III.....	Hr.	140.00
e) Survey Party Chief II.....	Hr.	120.00
f) Survey Party Chief I	Hr.	95.00
g) Survey Technician V.....	Hr.	125.00
h) Survey Technician IV.....	Hr.	110.00
i) Survey Technician III	Hr.	95.00
j) Survey Technician II	Hr.	80.00
k) Survey Technician I.....	Hr.	65.00
l) Survey Party - 1 Person/GPS or Robotic	Hr.	185.00
m) Survey Party - 2 Person/GPS or Robotic	Hr.	240.00
n) Geospatial Field Technician (with Drone or Scanner).....	Hr.	210.00
o) Geospatial Technician II	Hr.	125.00
p) Geospatial Technician I	Hr.	105.00
 V. GENERAL EXPENSES		
a) Automobile Transportation.....	Mi.	0.89
b) Subcontract Service or Rental		Cost+15%
c) Report Preparation (outside services)		Cost+15%
d) Outside Services (e.g., delivery, prints, document scanning, etc.)		Cost+15%
e) Per Diem (food and lodging)	Day	175.00
f) Per Diem (no lodging)	Day	49.00
g) Transportation by Commercial Carrier or Rental Car		Cost+15%
h) Travel Expense		Cost+15%

Any modification to this fee schedule requires the written approval of Weaver Consultants Group

**WEAVER CONSULTANTS GROUP
FEE SCHEDULE
(Effective November 1, 2023)**

VI. TESTING AND EQUIPMENT RENTAL FEES	Unit	U.S. \$
a) pH, Specific Conductance and Temperature Meter	Day	142.00
b) Peristaltic Filter Pump	Day	58.00
c) Electric Purge Pump	Day	55.00
d) Grundfos Pump Control Box	Day	131.00
e) Water Level Indicator (100ft)	Day	47.00
f) Water Level Indicator (100ft plus)	Day	74.00
g) Filter and Hose (for pump)	Ea.	29.00
h) Micropurge Flow Cell and Sonde.....	Day	154.00
i) Modified Level "D" (Tyveks, Boots, Gloves)/per person/per change of clothing.....	Ea.	64.00
j) Photoionization Detector Meter.....	Day	147.00
k) XRF Analyzer (for lead based paint).....	Day	158.00
l) Nuclear Density Gauge.....	Day	83.00
Nuclear Density Gauge.....	Wk.	357.00
m) Air Sampling Equipment, per pump.....	Day	64.00
n) Hand Operated Field Probe Equipment.....	Day	38.00
o) Explosimeter.....	Day	44.00
p) Gas Analyzer	Day	226.00
q) Thermo Image Camera	Day	25.00
r) Elkins Envision Meter	Day	210.00
s) INFICON IRwin Detector	Day	263.00
r) Flame Ionization Detector	Day	316.00
u) Interface Probe.....	Day	74.00
v) ATV.....	Day	64.00
w) Company Truck	Day	113.00
Company Truck (does not include fuel or mileage)	Wk.	536.00
x) Hand-Held Field GPS/G15	Day	188.00
Hand-Held Field GPS (Trimble)	Day	97.00
y) Laser Level.....	Day	95.00
z) Spatial Imaging Laser Scanner – Republic Only		
aa) Ultrasonic Testing Meter	Day	131.00
bb) Ground Penetrating Radar	Day	298.00
cc) Geonics EM-61	Day	625.00
dd) Survey Grade GPS Unit.....	Day	428.00
ee) Electric Generator.....	Day	85.00
ff) Slug Test Equipment	Day	250.00
gg) All Weather Key Alike Locks	Ea.	27.00
hh) Equipment Trailer.....	Day	95.00
ii) Fluk Meter/Volt Meter/Loop Calibrator.....	Day	150.00
jj) Four Gas Meter.....	Day	27.00
kk) Dip Sampler.....	Day	26.00
ll) Air Compressor/Controller Box	Day	170.00
mm) 12 Volt Marine Battery.....	Day	31.00
nn) Turbidimeter	Day	47.00
oo) Manometer.....	Day	47.00
pp) Velocicalc Meter.....	Day	58.00

UNIT PRICE NOTES:

1. All professional, technical, and support staff time and expenses spent in furtherance of the client's work will be billed. This includes, but is not limited to, proposal, field, travel, research, technical review and reporting, project management, client meeting, and project-specific administrative support.
2. An overtime rate of 1.3 times the regular rate is billed for technical and support staff services for work in excess of 40 hours per week, work between 7:00 p.m. to 5:00 a.m., and work on Saturdays. This overtime rate is increased to 2.0 times the regular rate for work on Sundays and holidays.
3. Unless otherwise agreed to in writing, a monthly interest charge of 18% per annum, will be charged accruing from the date of invoice, on all invoices not paid within 30 days.
4. The unit rates are subject to periodic modification (typically annually). These rate modifications will be incorporated into long-term projects, unless otherwise addressed in the project contract.
5. Litigation Support, Expert Witness, Deposition, and testimony services will be charged at 1.5 times the designated billing rate.

Any modification to this fee schedule requires the written approval of Weaver Consultants Group

**WEAVER CONSULTANTS GROUP
FEE SCHEDULE
(Effective November 1, 2023)**

GENERAL EXPENSE NOTES:

1. Rates quoted are for expenses only, equipment purchased on the client's behalf is marked up 25%.
2. Personnel rates are billed separately from general expenses.
3. Standard non-disposable protective outer-wear or equipment damaged or contaminated by site conditions are billed at replacement cost plus 30%.
4. General expense mark-ups may be negotiated based upon contract size and payment terms.
5. The per diem rates set forth above are the standard rates we typically use for our technical staff on projects. We reserve the right to modify these rates in high cost areas.
6. Mileage rate is based on gasoline price of \$4.50 per gallon. A fuel surcharge may be added if a condition beyond Weaver Consultants Group control warrants it.

TESTING AND EQUIPMENT RENTAL NOTES:

1. Rates for testing and equipment not listed above are available on request.
2. Testing and equipment rental costs are negotiable for specific projects and for on-site laboratory programs.
3. Laboratory unit prices cover equipment and labor costs to perform standard test procedures and laboratory reports with normal turn-around times. Non-standard testing requirements, supervisory and project management costs, data evaluation costs, and environmental sample disposal costs are not included in the testing unit prices and are billed separately.
4. Equipment rental rates are for equipment costs only. Transportation, calibration, and personnel costs are billed separately.
5. Daily and weekly rates cover a maximum of 10 and 50 hours, respectively.
6. SAMPLES WILL NOT BE RETAINED beyond classification and testing unless other arrangements are agreed to in writing. Environmental samples remain the property of the client.

Any modification to this fee schedule requires the written approval of Weaver Consultants Group

SERVICE ORDER

THIS SERVICE ORDER IS MADE AS OF JANUARY 10, 2025, AND TOGETHER WITH THE MSA IDENTIFIED BELOW FORMS THE SERVICE AGREEMENT FOR PROJECT NO. [INSERT NUMBER]. [NOTE: IN SUBSECTIONS OF PARTS 3 THROUGH 6, YOU MUST CHECK ONE BOX (AND ONLY ONE BOX). ATTACH ADDITIONAL PAGES AS NEEDED.]

1. MASTER SERVICES AGREEMENT (MSA) TO WHICH THIS SERVICE ORDER APPLIES:	
1.1 Between:	Weaver Consultants Group North Central, LLC ("Consultant") & Village of Bradley, IL ("Client")
1.2 Type of Services:	Phase I in form for use in the State of Illinois and the United States for All Appropriate Inquiry & Hazardous Materials Survey for asbestos containing materials and lead based paint for renovation/demolition use
1.3 Date:	January 10, 2025
2. PARTIES TO THE SERVICE AGREEMENT:	
2.1 Consultant Name:	Weaver Consultants Group North Central, LLC
2.2 Consultant Technical Contact:	Andy Perdue, aperdue@wcgrp.com , 312-342-1528
2.3 Client Name and Number:	Village of Bradley, Illinois
2.4 Client Technical Contact:	By its attorney, Jennifer J. Sackett Pohlenz, 630-817-3319
3. SERVICES OF CONSULTANT AND BASIC TERMS:	
3.1 Description of Services to be provided by Consultant:	<input checked="" type="checkbox"/> As described in attached Proposal (See Part 1 of Service Order Addendum for Proposal), either: (a) as-is, or (b) modified or supplemented (See Part 2 of Service Order Addendum) <input type="checkbox"/> Other, as set forth in Part 2 of Service Order Addendum
3.2 Commencement of Services:	<input checked="" type="checkbox"/> Upon the following date: January 6, 2025 <input type="checkbox"/> As set forth in a written notice to proceed from Client
3.3 Milestone Dates for performance of Services:	All sampling, results, and reporting must be completed and delivered to Client on or before January 20, 2025.
3.4 Service Agreement Price:	<input checked="" type="checkbox"/> As set forth in attached Proposal (See Part 1 of Service Order Addendum) <input type="checkbox"/> Fixed amount of <i>[insert dollar amount in words and numbers]</i> <input type="checkbox"/> Based on hourly rates and Reimbursable Expenses set forth in Exhibit B of MSA <input type="checkbox"/> Other, as set forth in Part 3 of Service Order Addendum
3.5 Property and Property Owner:	Property Owner: <input type="checkbox"/> is Client, or <input checked="" type="checkbox"/> if not Client, is Northfield Square Mall Realty LLC, Northfield CH LLC and Northfield Nassim LLC, each an Illinois limited liability company and the Sellers of the Property to Client. Property Address and location: Northfield Square Mall, 1600 N. State Route 50, Bradley, IL.
4. DOCUMENTS THAT FORM PART OF THE SERVICE ORDER:	
4.1 Is Consultant's Proposal part of Service Order:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. If yes, please reference Proposal in Part 1 of Service Order Addendum and attach. If such Proposal conflicts or is inconsistent with any other portion of the Service Agreement, then the Proposal as modified by the Service Order Addendum shall govern and control.

4.2 Service Order Addendum and Attachments (all of which shall be deemed part of the Service Order):	Consultant agrees to the scope and cost identified in the ECS Proposal Number 53.7538 dated October 29, 2024 as revised November 18, 2024, and is a part of this agreement as if it were a proposal prepared by Consultant.
--	---

SECTIONS 5 AND 6 BELOW TO BE COMPLETED IN CONSULTATION WITH CLIENT

5. PRIME AGREEMENT TO WHICH THIS SERVICE ORDER APPLIES	
5.1 Parties:	Village of Bradley
5.2 Date of Prime Agreement:	January 10, 2025
5.3 Project site:	Northfield Square Mall, 1600 N. State Route 50, Bradley, IL.
6. OTHER REQUIREMENTS	
6.1 Lien Waivers:	<input type="checkbox"/> Required with each Application for Payment <input checked="" type="checkbox"/> Required at final payment <input type="checkbox"/> Not required unless requested by Client <input type="checkbox"/> Other [<i>describe requirement</i>]
6.2 Consultant Insurance:	<input checked="" type="checkbox"/> As set forth in Exhibit E of MSA <input type="checkbox"/> As set forth in Exhibit E of MSA, with the following modifications (any conflict to be resolved by the Parties): [<i>insert clear and concise description of modifications, which may include flow-down obligations from the Prime Agreement</i>]
6.3 Consultant's COI evidencing compliance with insurance requirements:	<input type="checkbox"/> Has been previously furnished to Client and is currently accurate and valid <input checked="" type="checkbox"/> Will be furnished prior to commencement of any Services
6.4 Additional Insureds to Consultant's CGL Policy:	Village of Bradley, IL
6.5 Client Insurance:	Client does not own property that is subject of Service Agreement and is not required to insure.
6.6 Additional Terms:	

Execution of this Service Order by Client and Consultant forms a Service Agreement and gives effect to the corresponding MSA with respect to such Service Agreement. Performance of any Services prior to execution of this Service Order shall be deemed Consultant's acceptance of the terms of the Service Agreement.

**CONSULTANT: Weaver Consultants Group North
Central, LLC**

By: 

Name: Andy Perdue

Title: Principal

CLIENT: Village of Bradley IL

By: [Signature] 
Michael Watson (Jan 30, 2025 11:07 EST)

Name: Michael M. Watson

Title: Village President

30/01/2025

SERVICE ORDER ADDENDUM

FOR SERVICE ORDER FORMING SERVICE AGREEMENT NO. [INSERT NUMBER]

Part 1 – Proposal.

- Attached, Dated January 10, 2025, Seven Pages.
- N/A

Part 2 – Scope of Services.

- Per Proposal (Attached per Part 1 above), without modification.
- Per Proposal (Attached per Part 1 above), as modified by terms set forth below in this Part 2 of the Service Order Addendum:

[INSERT MODIFICATIONS TO PROPOSAL]

- As set forth below in this Part 2 of the Service Order Addendum:

[INSERT SCOPE OF WORK DESCRIPTION, IF ANY]

Part 3 – Service Agreement Price.

- N/A, See Exhibit A.
- As set forth below in this Part 3 of the Service Order Addendum:

[INSERT DESCRIPTION]

Part 4 – Warranty for Construction.

- None.
- As follows: *[INSERT WARRANTY TERMS]*

Part 5 – Additional Attachments

- None
- As follows: *[INSERT LIST OF ADDITIONAL ATTACHMENTS]*

SOA-1

WEAVER CONSULTANTS GROUP

Phase I Environmental Site Assessment

User-Provided Information Questionnaire

This questionnaire is based upon Section X3 of the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E 1527-21).

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by 40 CFR 312, the user must provide the available information requested in inquiries 1 through 6, following. Failure to provide information could result in a determination that “all appropriate inquiries is not complete.

In addition, while the information requested in inquiries 7 through 19 is not required to qualify for one of the LLPs, it is typically necessary to assist us in completing the Phase I ESA. The absence of this requested information could result in data gaps within the Phase I ESA that may be deemed significant and require further assessment. Weaver Consultants Group requests that the respondent provide the requested information and include comments where applicable, such as the information is not available or unknown, and sign the last page of the questionnaire. This affirms that the respondent has answered all questions to the best of the respondent’s actual knowledge and in good faith.

1. **Environmental liens that are filed or recorded against the Property (40 CFR § 312.25).** Did a search of land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the subject property under federal, tribal, state, or local law?

2. **Activity and use limitations that are in place on the subject property or that have been filed or recorded against the subject property.** Did a search of land title records (or judicial records where appropriate) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the subject property and/or have been filed or recorded against the subject property under federal, tribal, state, or local law?

WEAVER CONSULTANTS GROUP

Phase I Environmental Site Assessment

User-Provided Information Questionnaire

This questionnaire is based upon Section X3 of the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E 1527-21).

3. **Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR § 312.28).** Do you have any specialized knowledge or experience related to the subject property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the subject property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

4. **Relationship of the purchase price to the fair market value of the subject property if it were not contaminated (40 CFR § 312.29).** Does the purchase price being paid for this subject property reflect fair market value of the property? If you conclude there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the subject property?

5. **Commonly known or reasonably ascertainable information about the subject property (40 CFR § 312.30).** Are you aware of commonly known or reasonably ascertainable information about the subject property that would help the environmental professional to identify conditions indicative of a release or threatened releases? For example,

a) *Do you know the past uses of the subject property or adjoining properties?*

WEAVER CONSULTANTS GROUP
Phase I Environmental Site Assessment
User-Provided Information Questionnaire

This questionnaire is based upon Section X3 of the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E 1527-21).

- b) *Do you know the specific chemicals that are present or once were present at the subject property or adjoining properties?*

- c) *Do you know of spills or other chemical releases that have taken place at the subject property or adjoining properties?*

- d) *Do you know of any environmental cleanups that have taken place at the subject property or adjoining properties?*

6. **The degree of obviousness of the presence or likely presence of contamination at the subject property, and the ability to detect the contamination by appropriate investigation (40 CFR § 312.31).** Based on your knowledge and experience related to the subject property, are there any obvious indicators that point to the presence or likely presence of releases at the subject property?

WEAVER CONSULTANTS GROUP
Phase I Environmental Site Assessment
User-Provided Information Questionnaire

This questionnaire is based upon Section X3 of the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E 1527-21).

7. The reason why this Phase I ESA is being performed.

8. The type of property and type of property transaction (e.g., purchase, exchange, etc.).

9. Complete and correct address for the subject property (a map or other documentation showing the subject property and boundaries is helpful).

10. The scope of services desired for the Phase I (including whether any parties to the property transaction may have a required standard scope of services or whether any considerations beyond the requirements of ASTM E 1527-21 are to be considered).

11. Identification of all parties who will rely on the Phase I report.

WEAVER CONSULTANTS GROUP
Phase I Environmental Site Assessment
User-Provided Information Questionnaire

This questionnaire is based upon Section X3 of the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E 1527-21).

12. Identification of the site contact and how the contact can be reached. (i.e., the key site manager, who will provide Weaver Consultants Group with access to the subject property and who possesses a good working knowledge of the uses and physical characteristics of the subject property and its history).

13. Any special terms and conditions (beyond those attached to this Proposal) which must be agreed upon by the environmental professional.

14. Any other knowledge or experience with the subject property that may be pertinent to the environmental professional (for example, copies of any available prior environmental site assessment reports, documents, correspondences, etc., concerning the subject property and its environmental condition).

15. A legal description of the subject property and a plat of survey showing the configuration and boundaries of the subject property.

WEAVER CONSULTANTS GROUP

Phase I Environmental Site Assessment

User-Provided Information Questionnaire

This questionnaire is based upon Section X3 of the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E 1527-21).

16. The name of the owner of record of the subject property.

17. All known parcel index numbers (PINs or tax ID numbers) for the subject property.

18. Any and all known past owners of the subject property including time period of ownership and use of the subject property during ownership. Please include any contact information that you may have.

19. Any and all known past occupants of the subject property including time period of occupancy and use of the subject property during occupancy. Please include any contact information that you may have.

WEAVER CONSULTANTS GROUP
Phase I Environmental Site Assessment
User-Provided Information Questionnaire

This questionnaire is based upon Section X3 of the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E 1527-21).

The respondent of the questionnaire must complete and sign the following statement.

This questionnaire was completed by:

Name

Title

Firm

Address

Phone Number

Date

The respondent represents that to the best of the respondent's knowledge the above statements and facts are true and correct and to the best of the respondent's actual knowledge, no material facts have been suppressed or misstated.

Print Name (Respondent):

Signature (Respondent):

Date:

WEAVER CONSULTANTS GROUP
Environmental Site Assessment Questionnaire

WCG utilizes the following questionnaire as a tool to facilitate the Environmental Site Assessment (ESA) process. Please answer the following questions to the best of your knowledge. You have been selected to answer this questionnaire because you are (1) a current or past owner of the subject property, (2) a current or past occupant of the subject property, (3) a key site manager with respect to the subject property, or (4) a person that may have specific knowledge regarding current or historical operations at the subject property and adjoining properties. If you do not know an answer, please select "unknown". If possible and if applicable, please provide additional detail in the "Comments" section.

WCG requests that the respondent signs the last page of the form which affirms that the respondent has answered all questions to the best of the respondent's actual knowledge and in good faith. WCG would like to take this opportunity to thank you for your time and effort in assisting us with this task.

SUBJECT PROPERTY DATA

Date Completed _____

Subject Property Address _____

City _____ County _____ State _____ Zip _____

Subject Property is Vacant Land Improved

Respondent's Name _____ Relationship to the Subject Property _____

Company _____ Title _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

1. To the best of your knowledge, is the subject property used for an industrial use? If yes, describe the current operations.

Respondent: _____ Comments: _____

Yes _____ No _____ Unknown _____

2. To the best of your knowledge, is any adjoining property used for an industrial use? If yes, describe the current operations.

Respondent: _____ Comments: _____

Yes _____ No _____ Unknown _____

3. To the best of your knowledge, has the subject property been used for an industrial use in the past? If yes, describe the past operations.

Respondent: _____ Comments: _____

Yes _____ No _____ Unknown _____

4. To the best of your knowledge, has any adjoining property been used for an industrial use in the past? If yes, describe the past operations.

Respondent: _____ Comments: _____

Yes _____ No _____ Unknown _____

5. To the best of your knowledge, is the subject property currently used or has formerly been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard, or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?

Respondent: _____ Comments: _____

Yes _____ No _____ Unknown _____

If yes, please indicate which type of use and time period: _____

6. To the best of your knowledge, is any adjoining property currently used or has been formerly used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard, or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?

Respondent: _____ Comments: _____

Yes _____ No _____ Unknown _____

If yes, please indicate which type of use and time period: _____

WEAVER CONSULTANTS GROUP
Environmental Site Assessment Questionnaire

7. To the best of your knowledge, are there currently, or to the best of your knowledge have there been previously, any damaged or discarded batteries, or pesticides, paints, or other chemicals in containers of greater than 5 gal (19L) in volume or 50 gal (190L) in the aggregate, stored on or used at the subject property?

Respondent:
Yes _____ No _____ Unknown _____

Comments:

8. To the best of your knowledge, are there currently, or to the best of your knowledge have there been previously, any drums (typically 55 gal (208L)) or sacks of chemicals located on the subject property?

Respondent:
Yes _____ No _____ Unknown _____

Comments:

9. Did you observe evidence or do you have prior knowledge that fill dirt has been brought onto the subject property? If yes, where did the fill dirt originate?

Respondent:
Yes _____ No _____ Unknown _____

Comments:

10. To the best of your knowledge, are there currently, or have there been previously, any pits, ponds, or lagoons located on the subject property?

Respondent:
Yes _____ No _____ Unknown _____

Comments:

11. Is there currently, or to the best of your knowledge has there been previously, any stained soil on the subject property?

Respondent:
Yes _____ No _____ Unknown _____

Comments:

12. Are there currently, or to the best of your knowledge have there been previously, any registered or unregistered storage tanks (above or underground) located on the subject property?

Respondent:
Yes _____ No _____ Unknown _____

Comments:

13. Are there currently, or to the best of your knowledge have there been previously, any vent pipes, fill pipes, or access ways protruding from the ground on the Property or adjacent to any structure located on the subject property?

Respondent:
Yes _____ No _____ Unknown _____

Comments:

14. Is there currently, or to the best of your knowledge have there been previously, any evidence of leaks, spills, or staining by substances other than water, or foul odors, associated with any flooring, drains, walls, ceilings, or exposed grounds on the subject property?

Respondent:
Yes _____ No _____ Unknown _____

Comments:

15. Is the subject property currently, or to the best of your knowledge has the subject property been previously served by a private well or non-public water system?

Respondent:
Yes _____ No _____ Unknown _____

Comments:

16. Is the subject property currently, or to the best of your knowledge has the subject property been previously served by a septic system?

Respondent:
Yes _____ No _____ Unknown _____

Comments:

WEAVER CONSULTANTS GROUP
Environmental Site Assessment Questionnaire

17. Do you have any knowledge of environmental liens or governmental notifications relating to past or recurrent violations of environmental laws with respect to the subject property or know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum products involving the subject property?

Respondent: _____ Comments: _____
Yes _____ No _____ Unknown _____

18. To the best of your knowledge, does the subject property discharge waste water (not including sanitary waste or stormwater) on or adjacent to the subject property and/or into a stormwater or sanitary sewer system?

Respondent: _____ Comments: _____
Yes _____ No _____ Unknown _____

19. To the best of your knowledge, have any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries or any other waste materials been dumped above grade, buried and/or burned on the subject property?

Respondent: _____ Comments: _____
Yes _____ No _____ Unknown _____

20. To the best of your knowledge, is there a transformer, capacitor, or any hydraulic equipment on the subject property? If yes, do you have any knowledge of records indicating the presence of PCBs?

Respondent: _____ Comments: _____
Yes _____ No _____ Unknown _____

21. To the best of your knowledge, can you list any and all known past owners of the subject property including time period of ownership and use of the subject property during ownership. Please include any contact information that you may have.

22. To the best of your knowledge, can you list any and all known past occupants of the subject property including time period of occupancy and use of the subject property during occupancy. Please include any contact information that you may have.

23. To the best of your knowledge, can you list the structures currently present on the subject property including age, dates of renovations (if any), size and building materials.

24. To the best of your knowledge, can you list the structures formerly present on the subject property (if any) including age, dates of renovations (if any), size and building materials.

25. To the best of your knowledge, can you list the current providers of the following utilities at the subject property (if applicable): drinking water, sanitary sewer, stormwater runoff, electricity, heat source, and telephone.

WEAVER CONSULTANTS GROUP
Environmental Site Assessment Questionnaire

To the best of your knowledge, do you know if any of the environmental documents noted below exist for the Property:

- Prior environmental assessment, investigation, or audit reports (e.g., Phase I/II ESAs, subsurface investigations, remedial action reports, tank removal reports, etc.)

Respondent:

Yes _____ No _____ Unknown _____

- Environmental permits (e.g., stormwater, wastewater, air, water withdrawal, etc.)

Respondent:

Yes _____ No _____ Unknown _____

- Safety Data Sheets (SDS)

Respondent:

Yes _____ No _____ Unknown _____

- The subject property's community right-to-know plan (e.g., Tier II, Form R, etc.)

Respondent:

Yes _____ No _____ Unknown _____

- Spill prevention and other safety/preparedness plans (e.g., SPCC, SWPPP, etc.)

Respondent:

Yes _____ No _____ Unknown _____

- Reports regarding hydrogeologic conditions on the property and/or the surrounding area

Respondent:

Yes _____ No _____ Unknown _____

- Hazardous waste generator notices, manifests, or reports

Respondent:

Yes _____ No _____ Unknown _____

- Geotechnical studies

Respondent:

Yes _____ No _____ Unknown _____

RESPONDENT INFORMATION

Name _____

Title _____

Firm _____

Address _____

Phone Number _____

Relationship to the Subject Property _____

Date _____

I believe that the above statements and facts are true and correct to the best of my actual knowledge and that no material facts have been suppressed or misstated.

Print Name _____

Signature _____ Date _____

Respondent







Environmental Services Proposal

Final Audit Report

2025-01-30

Created:	2025-01-15
By:	Michael Santschi (msantschi@spesia-taylor.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGU_L5wf7Luo8CQIZnYyFYVqtqWXWh5v7

"Environmental Services Proposal" History

-  Document created by Michael Santschi (msantschi@spesia-taylor.com)
2025-01-15 - 11:21:03 PM GMT
-  Document emailed to Michael Watson (mmwatson@bradleyil.org) for signature
2025-01-15 - 11:21:10 PM GMT
-  Email viewed by Michael Watson (mmwatson@bradleyil.org)
2025-01-30 - 5:55:30 PM GMT
-  New document URL requested by Michael Watson (mmwatson@bradleyil.org)
2025-01-30 - 5:55:50 PM GMT
-  Document e-signed by Michael Watson (mmwatson@bradleyil.org)
Signature Date: 2025-01-30 - 5:57:32 PM GMT - Time Source: server
-  Agreement completed.
2025-01-30 - 5:57:32 PM GMT