RESOLUTION NO. R-2018-13

A RESOLUTION APPROVING A WAIVER FROM THE REQUEST FOR QUALIFICATION PROCESS UNDER SECTION 8 OF THE LOCAL GOVERNMENT PROFESSIONAL SERVICES SELECTION ACT AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CERTAIN ENVIRONMENTAL CONSULTING SERVICES WITH WEAVER CONSULTANTS GROUP NORTH CENTRAL, LLC, AND APPROVING CERTAIN EXPENDITURES FROM CHICAGO TITLE INSURANCE COMPANY ESCROW NUMBER 6 (ESCROW ACCOUNT NUMBER 201454334) ESTABLISHED FOR THE ST. CHARLES ROAD TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR CERTAIN IMPROVEMENTS OF A TIF-ELIGIBLE IMPROVEMENT PROJECT

WHEREAS, the Village of Maywood (the “Village”) is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 permits units of local government/public agencies to contract or otherwise associate among themselves in a manner not prohibited by law or by ordinance. Chapter 127, Section 741, et seq., Illinois Revised Statutes, entitled the "Intergovernmental Cooperation Act," permits public agencies to exercise any power or powers, privileges or authority which may be exercised by such public agency individually to be exercised and enjoyed jointly with any other public agency in the State; and

WHEREAS, the Local Government Professional Services Selection Act (50 ILCS 510/1 et seq.) (the “Act”) requires the Village to engage in a competitive request for qualification process in order to procure architectural, engineering or land surveying services, unless: (a) the Village already has an existing relationship with the architectural, engineering or land surveying firm; (b) an emergency situation exists and the expeditious selection of a firm is required; or (c) the Village utilizes the waiver of competition provision set forth at Section 8 of the Act; and

WHEREAS, Section 8 (waiver of competition) of the Act (50 ILCS 510/8) provides:

A political subdivision may waive the requirements of Sections 4, 5, and 6 if it determines, by resolution, that an emergency situation exists and a firm must be selected in an expeditious manner, or the cost of architectural, engineering, and land surveying services for the project is expected to be less than $25,000; and

WHEREAS, the President and Board of Trustees of the Village Maywood desire to waive the competitive request for qualification process in accordance with Section 8 of the Act in order to hire Weaver Consultants Group North Central, LLC (“Weaver Consultants Group”) to perform certain environmental engineering services, a Phase I and Phase II Environmental Site Assessment of the Village-owned 1001 West St. Charles property, (the “Services”) in accordance with the terms of a Proposal for Environmental Consulting Services dated March 6, 2018, its Proposal Acceptance Sheet, User-Provided Information Questionnaire General Terms and Conditions and Fee Schedule (collectively referred to as the “Professional Service Agreement” or the “Agreement”). A copy of the Agreement is attached hereto as Group Exhibit “A” and made a part hereof; and
WHEREAS, the President and Board of Trustees of the Village Maywood Village find that they can authorize the Section 8 waiver because the estimated cost of the Services to be performed by Weaver Consultants Group under the Agreement meets the Act’s criteria that the fee to complete the Services is expected to be less than Twenty-Five Thousand and No/100 Dollars ($25,000.00); and

WHEREAS, pursuant to Ordinance No. PRO-90-5, adopted on August 23, 1990, the President and Board of Trustees (the “Corporate Authorities”) of the Village of Maywood, Cook County, Illinois (the “Village”), in an effort to revitalize the Village’s local economy and provide for the comprehensive and coordinated development of an underutilized and blighted area within the Village, adopted a redevelopment plan and project, designated a redevelopment project area, and adopted the use of tax increment financing relative to a designated area tax increment financing district known as the "St. Charles Road TIF District” (the “TIF District”) in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended, (the “Act”) for the St. Charles Road Tax Increment Financing Redevelopment Project Area (the “Project Area”). A copy of the Project Area Boundary Map is on file with the Village Clerk’s Office and is incorporated by reference into this Ordinance; and

WHEREAS, pursuant to the Act, the Village established the St. Charles Road Special Tax Allocation Fund (the “TIF Fund”) into which annual tax increment revenue from the Project Area have been deposited (the “TIF Funds”) and from which expenditures have been and will continue to be made for eligible TIF redevelopment project costs, as authorized by the Act and in accordance with the Village-approved Redevelopment Plan and Budget for the Project Area (the “Plan”). The Corporate Authorities have determined that, in order to encourage private investment and restore and enhance the tax base of the Village and the affected taxing districts, certain blighting and adverse conditions within the Project Area must be removed, certain infrastructure improvements must be made, and the Project Area must be redeveloped. A copy of the Plan is on file with the Village Clerk’s Office and is incorporated by reference into this Ordinance; and

WHEREAS, within Ordinance No. CO-2013-47, the Corporate Authorities identified and approved the completion of certain TIF improvement projects and TIF District related expenditures within the Project Area (collectively, the “TIF Improvement Projects”) that were identified in a chart entitled “Updated St. Charles TIF Administration and Projects Sheet for 2013 and 2014 / Remaining TIF District Projects and Close Out Expenditures.” The total estimated TIF Funds that were expected to be available to be contributed to the TIF Improvement Projects for calendar year 2014 was Six Million Eight Hundred Ten Thousand Three Hundred Twenty-Eight and No/100 Dollars ($6,810,328.00); and

WHEREAS, under Ordinance No. CO-2014-47, the Corporate Authorities approved the establishment of construction escrows at Chicago Title Insurance Company for purposes of depositing TIF Funds to be used to pay for portions of the remaining TIF Improvement Projects, in whole or in part, that were deemed to be TIF-eligible expenses by the Corporate Authorities and other costs associated with the close-out of the St. Charles TIF District and any related obligations (“Remaining TIF District Projects and Close Out Expenditures”). Based on the recommendation of Village staff and the Village Engineer, the Corporate Authorities approved the deposit of Seven Million One Hundred Sixty-Nine Thousand Nine Hundred Ninety and 12/100 Dollars ($7,169,990.12), which constituted the Remaining TIF District Projects and Close Out Expenditures, into one or more construction escrows at Chicago Title Insurance Company. Of the six (6) escrows that were established and funded at Chicago Title Insurance Company, Escrow Number 6 was described and funded as follows:
Escrow Number 6 (Escrow Account Number 201454334): Economic Incentives and Projects (Village Matching Share of Grants for Approved TIF-related Projects; Return of Property Tax Payments to Cook County per Tax Appeals; New Businesses, Site Preparation Incentives and Environmental Remediation Costs Associated with Development of Village-Owned Parcels; Job Training; Maywood Library Drainage Improvements and Operation Uplift Building Improvements); and Façade Program Projects (Façade Improvement Program - generally; Mariella's; Try Our Pallets; 600 Lake Street; 1110 St. Charles and 1000 St. Charles) (Escrow Deposit: $1,203,000.00); and

WHEREAS, it is necessary to consider and approve the use of TIF Funds during calendar year 2018 to complete certain improvement projects in order to stimulate reinvestment in the Project Area. The Corporate Authorities have identified and approved the completion of the following environmental assessment project at the 1001 West St. Charles property within the St. Charles TIF District, using TIF Funds to pay for such environmental assessment, in whole or in part:

Phase I and Phase II Environmental Site Assessment. This Project involves the completion of site reconnaissance, performance of a Vapor Encroachment Screen, interview past owners or occupants of the building, review public documents regarding the building, conduct soil and ground water samplings, and produce written reports regarding the Phase I and Phase II Site Assessment. Weaver Consultants Group submitted a proposal to perform the work for an amount not to exceed Eighteen Thousand and 00/100 Dollars ($18,000.00); and

WHEREAS, it is desirable and in the best interests of the residents, businesses and property owners of the Village for the Corporate Authorities to approve the Agreement and to authorize the payment of the Services from the TIF Funds held in Escrow Number 6 (Escrow Account Number 201454334), which Expenditures will be directly paid to Weaver Consulting Group upon submittal of the required proof of completion of the Phase I and Phase II Environmental Site Assessment; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement (Group Exhibit “A”) and to approve the expenditure of its St. Charles TIF District Escrow No. 6 Funds for the eligible costs associated with the performance of a Phase I and Phase II Environment Site Assessment by the Weaver Consulting Group pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., and finds that entering into this Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village Maywood approve of the waiver of the competitive request for qualification process in accordance with Section 8 (waiver of competition) of the Local Government Professional Services Selection Act (50 ILCS 510/8) in order to hire Weaver Consultants Group to perform a Phase I and Phase II Environmental Assessment for the Village relative
to the Village-owned property located at 1001 West St. Charles, Maywood, Illinois 60153 (the “Services”).

SECTION 2: Authority.

(a) The Village is a duly constituted and organized home rule municipality, as described in Division 6 of Article VII of the Illinois Constitution of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt.

(b) This Ordinance is adopted in connection with implementing the Plan in accordance with the Act.

SECTION 3: Approval of Agreement and Authorization of Expenditures. The Corporate Authorities of the Village:

(a) Authorize the performance of the Services in accordance with the terms of a Proposal for Environmental Consulting Services dated March 6, 2018, its Proposal Acceptance Sheet, User-Provided Information Questionnaire General Terms and Conditions and Fee Schedule (collectively referred to as the “Professional Service Agreement” or the “Agreement”) by the Weaver Consultants Group.

(b) Authorize the use of St. Charles Road TIF Funds held in Escrow Number 6 (Escrow Account Number 201454334) to pay Weaver Consultants Group for the performance of the Services set forth in the attached Agreement in an amount not to exceed to $25,000.00, subject to the Weaver Consultants Group complying with the conditions, terms and provisions of this Resolution and the Agreement, including submittal of the required proof of completion of the Services described in the Agreement.

(c) Approve and authorize the execution of the Agreement as set forth in Section 4 below.

(d) Approve any further necessary, related professional services performed by Village staff or other Village consultants (e.g., Village Attorney, Village Engineer) including legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services that are required for the completion of the Project.

SECTION 4: The President and Board of Trustees of the Village of Maywood authorize and direct that the Village President and the Village Clerk, or their designees, to execute the Agreement and for the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, to transmit executed originals or certified copies of all documents, including the Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement. Further, the President and Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute and deliver all other instruments, payments and documents that are necessary to fulfill the Village’s obligations under the Agreement.
SECTION 5: All resolutions, or parts of resolutions, in conflict with the provisions of this Resolution, to the extent of such conflict, are repealed.

SECTION 6: Each section, paragraph, clause and provision of this Resolution is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Resolution, nor any part thereof, other than that part affected by such decision.

SECTION 7: This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

ADOPTED this 3rd day of April, 2018, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) I. Brandon, A. Sanchez, K. Wellington and M. Lightford

NAYS: None

ABSENT: Trustee(s) H. Yarbrough and R. Rivers

APPROVED this 3rd day of April, 2018, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

________________________________________
Edwenna Perkins, Village President

ATTEST:

________________________________________
Viola Mims, Village Clerk
Group Exhibit “A”

Weaver Consultants Group North Central, LLC

Proposal for Environmental Consulting Services dated March 6, 2018 for a Phase I and Phase II Environmental Site Assessment of the Village-owned 1001 West St. Charles Property

Proposal Acceptance Sheet

User-Provided Information Questionnaire

General Terms and Conditions

Fee Schedule

(attached)
March 6, 2018  
Ms. Angela Smith  
Village of Maywood  
40 Madison Street  
Maywood, Illinois 60153

Re: Proposal for Environmental Consulting Services  
1001 St. Charles Road  
Maywood, Illinois  
Proposal No. WNCP-001-2018-11

Dear Ms. Smith:

Per your request, Weaver Consultants Group North Central, LLC (WCG) is pleased to provide this Proposal to conduct Phase I and Phase II Environmental Site Assessment (ESA) activities for the above-referenced property (the Property). WCG proposes to conduct the Phase I ESA, and then based on the results of the Phase I ESA complete a Phase II ESA as necessary. The Phase I ESA is intended to identify possible recognized environmental conditions (RECs) associated with the Property. The Phase II ESA is intended to assess the environmental subsurface conditions related to the identified RECs in support of evaluating options for future use of the Property.

BACKGROUND

WCG understands that the Property consists of approximately 2.9 acres of land which is currently unimproved. According to our review of historical documentation provided by the Village of Maywood and documents available on the Illinois Environmental Protection Agency (IEPA) document explorer website, the Property was part of a larger area of land identified collectively as “the Site”. American Can Corporation began operations on the Site in 1903, and was used primarily for manufacturing through at least 1960. In the late 1960s, the American Can Corporation closed the plant after an explosion and in December 1970, the Site was donated to the Village of Maywood. Between 1970 and 1989, the Village of Maywood used the Site as an Industrial Park with buildings rented out for industrial activities and materials storage. In March 1990, a voluntary remedial cleanup was performed as part of Illinois Superfund regulations. The cleanup included removal of asbestos, hazardous waste, and Leaking
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Underground Storage Tank (LUST) closures. Between 1990 and 1997, the buildings on the Site were demolished. The western portion of the Site was entered into the Voluntary Site Remediation Program (SRP) in January 2000. The eastern portion of the Site (including the Property) was entered into the SRP in April 2000.

A No Further Remediation (NFR) letter that includes the Property and western adjoining property was issued on March 20, 2001. The NFR letter states that a Supplemental Investigation/Remedial Action Completion Report was received on January 2, 2001 and demonstrated that remedial action was completed on the site. The site was identified as approximately eight acres of land located at 1225 St. Charles Road in Maywood, Illinois. According to the Site Base Map included with the NFR letter, the eastern portion of the Site includes the Property. According to the NFR letter, as of March 2001, the Site Including the Property, “does not require further remediation”. The NFR letter includes the reliance on a groundwater ordinance and restriction of the Site to Industrial/Commercial uses. The NFR Letter does not address the potential for impacts associated with any uses of the site after March 2001, nor does it address potential vapor encroachment conditions.

Based on the above, WCG has developed the following Scope of Work, which includes implementation of a Phase I ESA and a Phase II ESA. The Phase II ESA will be conducted to address RECs identified during our Phase I ESA, if necessary.

**SCOPE OF WORK**

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

- **Task 1:** Phase I Environmental Site Assessment; and

- **Task 2:** Phase II Environmental Site Assessment

Please note that the proposed Phase II ESA Scope of Work as summarized below may require modification based on the results of the Phase I ESA.

**Task 1: Phase I Environmental Site Assessment**

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
condition. 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 Property may require additional evaluation beyond the Scope of Work presented in this Proposal.

WCG will conduct the proposed Phase I ESA in general accordance with the ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process E1527-13. The Phase I ESA will consist of the following general tasks:

- Review of publicly available, reasonably ascertainable, and practicably reviewable ASTM E1527-13 specified standard government records.

- Completion of a site reconnaissance in an effort to physically observe reasonably accessible interior and exterior areas of the Property, structures present at the Property and uses of adjoining properties from reasonably accessible public thoroughfares.

- Performance of a Tier 1 Vapor Encroachment Screen (VES) to identify the presence or likely presence of contaminant of concern vapors in the subsurface of the Property caused by the release of vapors from impacted soil or groundwater either on or near the Property per ASTM E 2600-10.

- Interviews with reasonably available current and past owner(s) and occupant(s) of the 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 Property and adjoining properties.

- Review of publicly available, reasonably ascertainable, and practicably reviewable historical records concerning the Property and adjoining properties in an effort to obtain information concerning the historical uses of the Property and adjoining properties.

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1 The American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E1527-05) defines a recognized environmental condition as "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property. The term includes hazardous substances or petroleum products present even under conditions in compliance with laws."
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- Preparation of 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.

WCG will provide the Village of Maywood with an oral report of the Phase I ESA findings and identify any issues which may present RECIs as early as practicable to allow as much time as possible to perform any additional work that may be required. Upon request, WCG will provide the Village of Maywood (i.e., user) with an electronic copy of the narrative of the draft report for review and comment. Additional comments, revisions, and draft reports requested by the Village of Maywood, their 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.

WCG will need the following information in support of the proposed Phase I ESA:

- A completed copy of the attached User-Provided Information Questionnaire (as completed by the user);
- A plat of survey/site survey;
- Property legal description and parcel index numbers; and
- Any additional prior environmental reports (not previously provided).

ASTM E1527-13 requires the user to provide recorded land title records and records of environmental liens or activity and use limitations recorded against the Property. If a review for recorded land title records needs to be obtained or completed by WCG, an additional fee will be incurred and will be invoiced in accordance with the attached Fee Schedule. WCG will inform the client of the additional cost associated with the recorded land title records review prior to incurring the cost.

It is important to note that in order for the user (i.e. Village of Maywood) 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.
Task 2: Phase II Environmental Site Assessment

Should the Phase I ESA result in the identification of RECs, a Phase II ESA will be conducted at the Property in an effort to further assess them. The Phase II ESA will be conducted in general accordance with the ASTM Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process (ASTM E 1903-11). The Phase II ESA will be conducted to assess subsurface environmental conditions related to RECs identified on the Property during the Phase I ESA.

Please note that the proposed Phase II ESA Scope of Work as summarized below may require modification based on information obtained during the Phase I ESA. As stated in Task 1, WCG will provide the Village of Maywood with an oral report of the Phase I ESA findings and identify any issues which may present RECs as early as practicable to allow as much time as possible to perform any additional work that may be required. WCG will notify the Village of Maywood of any additional costs that may be necessary to address other potential environmental concerns that are not addressed in this Proposal.

Soil Sampling Activities

For purposes of this Proposal, it is estimated that WCG will advance up to ten soil probes. However, prior to conducting field activities, WCG will discuss the sampling plan with the Village of Maywood including the number and locations of proposed soil probes and temporary monitoring wells, based on the results of the Phase I ESA. Prior to drilling efforts, utilities will be located through the local one-call utility locate network and a private utility locator. In addition, WCG will also coordinate with the property manager to clear proposed soil probe and monitoring well locations.

For purposes of this proposal, it is estimated that soil probes will be advanced to approximately fifteen (15) feet below ground surface (bgs) using a truck-mounted or track-mounted Geoprobe® sampling system (i.e., a direct push system). Each probe will be abandoned by backfilling with granular bentonite mixed with the soil cuttings and patched with like surface material.

A WCG field representative will visually classify and log the soil samples collected from the probing activities using the Unified Soil Classification System. Upon retrieval of soil samples, a split sample will be placed in a separate sample container for organic vapor screening using a portable photoionization detector (PID). Soil will also be field screened for visual and olfactory indications of impacts. During sampling activities, non-disposable drilling and sampling
equipment will be decontaminated between probe locations to mitigate cross-contamination concerns.

One discrete soil sample will be collected from each soil probe for laboratory analysis from the two-foot interval exhibiting the greatest indication of environmental impact, based on field screening results (i.e., visual/olfactory observations and PID results). If no impacts are identified during field screening, a sample will be selected from the depth interval most likely to be impacted (e.g., immediately above shallow zones of saturation). A second soil sample will be collected from an underlying interval appearing free of impacts to assess the vertical extent of observed impacts and placed on hold pending future laboratory analysis. The cost to analyze samples from underlying intervals has not been included within this Proposal. Should the Village of Maywood authorize the analysis of additional samples, we will provide you with an estimated cost at that time.

**Groundwater Sampling Activities**

In the event that groundwater is encountered during drilling activities, WCG proposes to install up to four temporary groundwater monitoring wells on the Property. The temporary monitoring wells will be screened within the uppermost water-bearing unit. The monitoring wells will be constructed with one-inch PVC well casings/screens. Upon completion of the temporary monitoring well installation activities, the newly installed temporary monitoring wells will be appropriately purged and sampled.

Groundwater sampling will be conducted to evaluate current groundwater conditions. Prior to sampling, WCG will purge the temporary groundwater monitoring wells using a peristaltic pump and polyethylene tubing in an effort to remove sediment that may have accumulated in the monitoring wells. Depth-to-water level measurements will be collected from the temporary monitoring wells prior to purging. WCG will use a peristaltic pump and polyethylene tubing to collect the groundwater samples using low-flow methodology (<100 mL/min). The groundwater samples will be placed into the appropriate pre-preserved sample containers provided by the laboratory.

**Laboratory Analysis**

Soil and groundwater samples will be placed in a cooler and packed with ice to maintain a constant temperature near 4°C, and submitted to a National Environmental Laboratory Accreditation Program (NELAP) certified laboratory for analyses. Sampling and laboratory
analyses will be performed in general accordance with approved techniques and methods as outlined in USEPA SW-846, Test Methods For Evaluating Solid Waste, Third Edition, and other published sources.

Based on the above environmental concerns, we have assumed that select soil and groundwater samples will be collected for laboratory analysis as follows:

- Volatile Organic Compounds (VOCs) (USEPA Method 8260) – up to 5 soil samples and 2 groundwater samples;
- Semi-volatile Organic Compounds (SVOCs) (USEPA Method 8270) – up to 5 soil samples and 2 groundwater samples;
- Benzene, toluene, ethylbenzene, and xylenes (BTEX) (USEPA Method 8260) – up to 5 soil samples and 2 groundwater samples;
- Polynuclear Aromatic Hydrocarbons (PNAs) (USEPA Method 8270) – up to 5 soil samples and 2 groundwater samples;
- Polychlorinated Biphenols (PCBs) – up to 5 soil samples and 4 groundwater samples;
- Total Petroleum Hydrocarbons (TPH) – up to 10 soil samples;
- RCRA Metals (USEPA Method 6020/7471) – up to 10 soil samples and 4 groundwater sample (total and dissolved); and
- pH – up to 10 soil samples.

The actual number of analyses or parameters may be altered based upon the findings of the Phase I ESA and conditions encountered in the field. Any modification to the proposed analytical sampling program will be discussed with you beforehand. The samples will be analyzed on a normal turnaround time of 5 to 7 working days unless we are requested to expedite the analyses. A surcharge would be applicable if faster turnaround is necessary to meet a project schedule.

**Phase II ESA Report Preparation**

Upon receipt of analytical results, we will organize and evaluate the information collected. WCG will provide the Village of Maywood with an oral report of the results and our preliminary conclusions as early as practicable. WCG will prepare a report that describes the methods and findings of our assessment of the Property which compares the analytical results to applicable remediation objectives as per Illinois Environmental Protection Agency (IEPA) Tiered Approach
to Corrective Action Objectives (TACO) 35 Illinois Administrative Code 742, Appendix B, Table A. WCG will provide an electronic copy of the draft report for review and comment. Following your approval, we will prepare a finalized version of the report. Under the authorized scope of work, WCG will provide the Village of Maywood with an electronic copy of the final Phase II ESA report. Hard copies of the reports can be made available upon request for an additional fee.

**SCHEDULE**

Based upon the Scope of Work outlined, from the time that authorization to proceed is provided, we anticipate completion of the above tasks according to the following schedule:

- **Task 1 – Phase I Environmental Site Assessment:** WCG is prepared to begin Phase I ESA activities upon receipt of your authorization to proceed. WCG will coordinate the site reconnaissance within one week of your authorization to proceed. WCG anticipates completing an oral or email summary of the findings within one week of the site reconnaissance. The draft Phase I ESA report will be available within two to three weeks of conducting the site reconnaissance.

- **Task 2 – Phase II Environmental Site Assessment:** The Phase II ESA will be completed to address RECs identified as part of the Phase I ESA, if necessary. WCG will conduct field activities within one week of the completion of the Phase I ESA depending on driller availability. We anticipate that the Phase II ESA on-site field activities will be conducted in one day. The laboratory analyses will be available within 5 to 7 working days. WCG will provide you with an oral summary of findings and identify any issues which may be present as early as practicable.

Please note that the proposed Phase II ESA Scope of Work may require revision based on information obtained during the Phase I ESA, which may affect the Phase II ESA schedule. WCG will communicate any changes to the schedule directly to you throughout the project.

**COST ESTIMATE**

Based upon our understanding of the project objectives, our knowledge of the Property, and the Scope of Work presented in this Proposal, we estimate that the work can be conducted for the following estimated costs for each task:

**Task 1: Phase I ESA** ........................................................................................................... $2,500

**Task 2: Phase II ESA** .................................................................................................... $15,500
Ms. Smith  
March 6, 2018  
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**Total Estimated Costs:** $18,000

Please note that the cost of the Phase II ESA may vary based on the number and location of RECs identified during the Phase I ESA and any revisions requested to the proposed laboratory analysis. If you should wish expedited laboratory turnaround times, the following surcharges would apply to the laboratory costs:

- 3 Day – 50%
- 2 Day – 75%
- 1 Day – 100%

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. **In order to perform the above Scope of Work, it is assumed that WCG will be provided unhindered access to the Property.** 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 conduct the proposed Scope of Work for the stated sum, which will not be exceeded without your prior authorization. Any additional consultation or services authorized by the Village of Maywood 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 Proposal Acceptance Sheet. Execution of the attached Proposal Acceptance Sheet will constitute acceptance of the Fee Schedule and General Terms and Conditions, which are included with this Proposal. **Any modification to this Proposal, the Fee Schedule, or General Terms and Conditions must be accepted by both parties.** This Proposal is valid if accepted within 30 days of issuance and for work performed within 90 days of acceptance.
Ms. Smith
March 6, 2018
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We appreciate the 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 at 312-922-1030.

Sincerely,

Weaver Consultants Group North Central, LLC

Peter Cambouris
Project Director

Chrystine Shelton
Project Manager

Caitlin Keefe
Project Scientist

Attachments: Proposal Acceptance Sheet
User-Provided Information Questionnaire
General Terms and Conditions
Fee Schedule
WEAVER CONSULTANTS GROUP NORTH CENTRAL, LLC
35 East Wacker Drive
Suite 1250
Chicago, Illinois 60601
Voice: 312-922-1030
Fax: 312-922-0201

PROPOSAL ACCEPTANCE SHEET

Description of Services: Environmental Consulting Services
Property Address: 1001 St. Charles Road
Project City/State: Maywood, Illinois
Proposal No.: WNCP-001-2018-11
Client Contract No.: 
Date: March 6, 2018

For approval and payment of charges, Invoices will be charged to the account of:
Firm: Village of Maywood
Street Address 1: 40 Madison Street
Street Address 2:
City/State: Maywood, Illinois
Zip Code: 60153
Attention: Ms. Angela Smith
Telephone:
Fax:

This AGREEMENT is subject to the attached General Terms and Conditions Version 2009 – A1 comprising 4 pages and the following special provisions/payment schedule:
Weaver Consultants Group North Central, LLC Proposal Number WNCP-001-2018-11
dated March 6, 2018 and all attachments.

Accepted by:

Client

By (Signature)

By (Type/Print)

Title

Accepted , 2016
Acknowledge the Terms and Conditions

Weaver Consultants Group North Central, LLC

By (Signature)

Peter Cambouris

By (Type/Print)

Project Director

Title

Accepted March 6, 2018
Acknowledge the Terms and Conditions
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 1527-13).

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 numbers 1 through 6, following.

In addition, while the information requested in numbers 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. Lack of this requested information could result in data gaps within the Phase I ESA. 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 recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state or local law?

2. Activity and use limitations that are in place on the property or that have been filed or recorded against the property (40 CFR 312.26). Did a search of recorded 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 Property and/or have been filed or recorded against the property under federal, tribal, state or local law?
3. Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR Part 312.28). Do you have any specialized knowledge or experience related to the Property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the 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 property if it were not contaminated (40 CFR 312.29). Does the purchase price being paid for the Property reflect fair market value of the Property? If there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the Property?

5. Commonly known or reasonably ascertainable information about the Property (40 CFR 312.30). Are you aware of commonly known or reasonably ascertainable information about the 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 Property or adjoining properties?
b) Do you know the specific chemicals that are present or once were present at the Property or adjoining properties?


c) Do you know of spills or chemical releases that have taken place at the Property or adjoining properties?


d) Do you know of any environmental cleanups that have taken place at the Property or adjoining properties?


6. The degree of obviousness of the presence or likely presence of contamination at the Property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31). Based on your knowledge and experience related to the Property are there any obvious indicators that point to the presence or likely presence of releases at the Property?
7. The reason why this Phase I ESA is required.

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

9. Complete and correct address for the Property (a map or other documentation showing the property location 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 on whether any considerations beyond the requirements of ASTM E 1527-13 are to be considered).

11. Identification of all parties who will rely on the Phase I report.
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 Property and who possesses a good working knowledge of the uses and physical characteristics of the 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 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 Property and its environmental condition).

15. A legal description of the Property and a plat of survey showing the configuration and boundaries of the Property.
16. The name of the owner of record of the Property.

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

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

19. Any and all known past occupants of the Property including time period of occupancy and use of the 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 1527-13).

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:
These General Terms and Conditions are incorporated by reference into the foregoing Proposal and shall along with the Proposal constitute the agreement (the "Agreement") under which services are to be performed by Weaver Consultants Group North Central, LLC (WCG) for Client. Unless timely accepted without reservation or change by Client, the Proposal shall remain valid for 90 days after which time it shall expire and be deemed revoked.

SECTION 1: SCOPE OF SERVICES

a. It is understood that the scope of services and time schedule defined in the Proposal are based on the information provided by Client and certain assumptions based upon WCG's experience and Client's representations. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, the scope of services and time schedule may change, even as the work is in progress.

b. The scope of services shall include all services provided by WCG in its discretion, which are reasonably necessary and appropriate for the effective and prompt fulfillment of WCG's obligations under the Agreement and all services shall be subject to the provisions of the Agreement, including these General Terms and Conditions and any Supplemental Terms or Conditions incorporated herein. All such services provided shall be invoiced and paid for in accordance with Section 3 below.

c. All additional or subsequent work performed for client, shall be subject to these General Terms and Conditions, unless otherwise expressly superseded or modified by mutual written agreement of WCG and Client.

SECTION 2: CLIENT DISCLOSURES

a. It shall be the duty of the Client before and during the project to promptly notify WCG of any known or suspected hazardous substances which are or may be related to the services to be provided. Such hazardous substances shall include but not be limited to any substance which poses or may pose a present or potential hazard to human health or the environment, whether contained in product, material, by-product, waste or sample and whether it exists in a solid, liquid, semisolid or gaseous form.

b. Following any disclosure as set forth in the preceding paragraph, or if any hazardous substances are discovered or reasonably suspected by WCG after its services are undertaken, and which WCG determines in its discretion substantially change the costs and risks of the project, then WCG may, at its discretion, discontinue its services.

c. Client shall timely notify WCG of potential health hazards or nuisances which might arise out of the work by WCG and its contractors and/or subcontractors (hereinafter referred to as subcontractors), and thereafter WCG shall take necessary and reasonable measures to protect its employees against such possible health hazards or nuisances. The reasonable direct costs of such measures shall be borne by the Client.

d. The Client shall notify WCG of any other conditions, of which Client is or should reasonably be aware of, which might significantly affect the efficiency or safety of work of WCG.

SECTION 3: BILLING AND PAYMENTS

a. Unless otherwise specifically provided in the Agreement, billings will be based on the fee schedule referenced in the proposal. WCG shall submit invoices monthly for services performed and expenses incurred and not previously billed on any previous invoice. Payment is due upon receipt. For all amounts unpaid after thirty (30) days of the invoice date, Client agrees to pay to WCG a finance charge of one and one-half percent (1 1/2%) per month, eighteen percent (18%) annually, or the legal maximum rate if it is less. The billing rates described in this Agreement may be modified on a periodic basis (typically annually). These modifications will be incorporated into long term projects, unless otherwise addressed in the Proposal.

b. The Client shall provide WCG with a clear written statement within fifteen (15) days after receipt of the invoice of any objections to the invoice or any portion or element thereof. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. Only reasonably disputed sums may be withheld from payment. For purposes of this section, Client may only dispute a charge on the basis that the related services were not performed, or that they were performed in a defective manner falling beneath the requisite standard of care. Further, WCG and Client agree to promptly meet, address and resolve invoice disputes.

c. The Client's obligation to pay for the services performed under this Agreement is in no way contingent upon other events; including but not limited to Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which WCG is not involved, complete a transaction or successfully complete the project. No deduction shall be made from any invoice on account of penalty, liquidated damages or other sums withheld from payment to WCG.

d. If timely payments are not received, then WCG may commence collection activities. It is agreed that all expenses incurred by WCG in obtaining liens, obtaining judgments or collecting any amounts due under the Agreement including the time of WCG employees, at full billing rates, all associated costs, and reasonable attorney's fees shall be recoverable from the Client.

SECTION 4: RIGHT OF ACCESS

a. If services to be provided under this Agreement require the agents, employees, or subcontractors of WCG to enter onto the Project site, Client shall provide timely right of access to the site to WCG, its employees, agents and subcontractors, to conduct the planned field observations and services. WCG shall take reasonable precaution to reduce damage to the site due to its operations, but is not responsible for the cost of restoration for any damage resulting from its operations, unless otherwise provided for in the Proposal.

SECTION 5: SAMPLING OR TEST LOCATION

a. If the scope of services includes performance of soil borings, or other subsurface excavations by WCG, it is understood that the Client will furnish WCG with a diagram indicating the location and boundaries of the site, and all subsurface structures and utilities. WCG reserves the right to deviate a reasonable distance from the proposed boring location(s). Client recognizes that drilling equipment is large and heavy and understands the risk of site damage. At Client's request and cost, WCG will restore the site to the conditions existing prior to WCG operations if practicable. WCG shall not be liable for damage or injury to or resulting from damage to subsurface structures (pipes, tanks, cables, wires or other utilities and subsurface structures, etc.) which are not called to WCG's
attention in writing and correctly shown on the diagram(s) furnished or correctly marked at the site.

b. Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on sketches are based upon information furnished by others and/or estimates made in the field by our representatives. Such dimensions and elevations should be considered as approximations unless otherwise stated.

c. This agreement may be terminated by WCG if site conditions prevent soil borings or other subsurface excavations by WCG at or near the designated locations, because of either obstructions or safety considerations, and these conditions were not revealed to WCG prior to acceptance of this Agreement. If, in order to complete borings, or other subsurface excavation, to their designated depths, additional work is necessitated by encountering impenetrable subsurface objects, this and all additional work will be charged for at the appropriate rates in the fee schedule.

d. Any equipment lost or damaged due to site surface or subsurface conditions, and not due primarily to the negligence of WCG or its subcontractors, will be invoiced at cost plus 15 percent.

SECTION 6: SAMPLES

a. All materials and samples will be discarded immediately after testing unless the Client advises WCG in writing to the contrary. In such case, the samples will be delivered, shipping charges collected, or stored at owner’s expense.

b. Client shall have the sole responsibility to dispose of any hazardous substance or regulated contaminant whether the result of or a by-product of sampling or not, in accordance with applicable law. Client shall bear all costs and liabilities associated therewith.

c. Client agrees to indemnify, defend and hold harmless WCG from any claims made or asserted against WCG arising out of or related to collection, storage or disposition of samples or materials alleging a failure to comply with any Federal, State or local environmental law, regulation or ordinance.

SECTION 7: REPORTS AND OWNERSHIP OF DOCUMENTS

a. With the exception of WCG reports to Client, all documents, including field data, field notes, laboratory test data, calculations and estimates are and remain the property of WCG. Client agrees that all reports and other work furnished to the Client but not paid for in full will be returned to WCG upon demand and will not be used for design, construction, permits, licensing, or any other purpose.

b. Documents, including but not limited to, technical reports, field data, field notes, laboratory test data, calculations, and estimates furnished to the Client or its agency pursuant to this agreement are not intended or represented to be suitable for use by third parties or reuse by the Client or to the extensions of the Project or on any other project. Any use or reuse without WCG’s written consent will be at Client’s sole risk and without liability or legal exposure to WCG or to WCG’s subcontractor(s). Client shall indemnify and hold harmless WCG and WCG’s subcontractor(s) from all claims, damages, losses and expenses including attorneys’ fees arising out of or resulting therefrom.

SECTION 8: INDEMNITY PROVISIONS

a. WCG agrees to indemnify, hold harmless, and defend Client from and against any loss, damage, injury, claim, and liability arising from and to the extent caused by the negligent acts or omissions of WCG, its agents and subcontractors, but subject to the limitations of liability set forth in Section 11 of this Agreement. Further, Client agrees to indemnify, hold harmless, and defend WCG against any loss, damage, injury, claim or liability not caused by or arising from the acts or omissions of WCG.

b. Client hereby waives all claims for indemnity and contribution (and related theories) for claims which are otherwise covered (or would be ordinarily covered) when made directly to WCG or its subcontractors under Worker’s Compensation insurance provided by WCG or its subcontractors.

SECTION 9: STANDARD OF CARE

a. WCG represents that the services performed under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of the profession practicing under similar conditions at the same time in the same or similar locality.

b. Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by WCG and that the data interpretations and recommendations of WCG’s personnel are based solely on the information provided to WCG. WCG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

c. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE OR INTENDED BY RENDITION OF CONSULTING SERVICES OR BY FURNISHING ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE.

SECTION 10: INSURANCE

a. WCG represents that it and its agents, consultants, and subcontractors employed by it, have procured Worker’s Compensation insurance and that WCG has coverage under liability insurance policies which WCG deems reasonable and adequate. WCG shall furnish certificates of insurance upon request. If the Client requests specific exclusions or limits of coverage that are not present in WCG’s insurance, the cost of such exclusions or coverage increases, if available, shall be at the expense of the Client.

SECTION 11: LIMITATIONS OF LIABILITY

a. IT IS AGREED THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT WILL LIMIT WCG’S TOTAL AGGREGATE LIABILITY TO CLIENT TO $50,000 OR THE AMOUNT OF WCG’S FEE WHICH HAS BEEN ACTUALLY PAID TO AND RECEIVED BY WCG, WHICHEVER IS LESS, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES EXPENSES OR CLAIM EXPENSES (INCLUDING ATTORNEY’S AND EXPERT WITNESS FEES) ARISING OUT OF THIS AGREEMENT OR THE SERVICES TO BE PERFORMED PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, WCG’S
WEAVER CONSULTANTS GROUP NORTH CENTRAL, LLC  
General Terms and Conditions  
Version 2009-A1  
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NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, STATUTORY LIABILITY, BREACH OF WARRANTY, NEGLIGENT MISREPRESENTATIONS, ENVIRONMENTAL LIABILITY OR OTHER ACTS GIVING RISE TO LIABILITY BASED UPON CONTRACT, TORT OR STATUTE. IT IS EXPRESSLY AGREED THAT THE REMEDY STATED HEREIN IS THE CLIENT’S EXCLUSIVE AND SOLE REMEDY FOR ANY DAMAGE(S) ARISING OUT OF THIS AGREEMENT OR SERVICES TO BE PERFORMED PURSUANT TO THIS AGREEMENT.

b. WCG will increase our limitation of liability up to the limits of our available insurance coverage or otherwise to $100,000, whichever is greater, upon client’s written request, and for the additional consideration of $500. Said request and payment must be received within 14 days of the date of execution of the Proposal and be before any claim arises.

c. The Client further agrees to notify any contractors or subcontractors who may perform work in connection with any design, report or study prepared by WCG of such limitation of liability for breach of contract, errors, omissions or negligence and require as a condition precedent to their performing their work a like limitation of liability on their part as against WCG.

d. The Client and WCG agree that neither will be liable to the other for consequential damages incurred due to the fault of the other. Said damages include, but are not limited to, loss of use and lost profits.

e. With the exception of actions pertaining to material men or mechanic’s liens, and if lawful, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run on the date the alleged act or failure to act occurred.

f. Notwithstanding the above, all claims, whether based upon contract, tort, breach of warranty, professional negligence (including errors, omissions or other professional acts), or otherwise, shall be deemed waived unless made by the Client in writing and received by WCG within one (1) year after Client reasonably knew or should have known of its existence, but in no event, shall such claim be asserted by Client later than two (2) years after WCG’s completion of services with respect to which the claim is made.

SECTION 12: ARBITRATION OF DISPUTES

a. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association currently in effect, such arbitration to be held in Chicago, Illinois, unless the parties mutually agree otherwise.

b. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by applicable statutes of limitations subject to Section 10(c) above.

c. No arbitration arising out of our relating to this Agreement shall include, by consolidation, joined or in any other manner, an additional person or entity not a party to this Agreement except by written consent of WCG, Client and any other person or entity sought to be joined.

d. The award tendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SECTION 13: TERMINATION

a. This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in written notice.

b. WCG may terminate this Agreement if the Client suspends WCG’s services for more than sixty (60) consecutive days through no fault of WCG’s.

c. This Agreement may be terminated without cause by either party upon at least sixty (60) days’ written notice.

d. If this Agreement is terminated, WCG shall be paid for services performed prior to the termination date set forth in the notice plus termination expenses. Termination expenses shall include costs attributable to personnel and equipment rescheduling and re-assignment and all other costs incurred directly attributable to termination.

SECTION 14: MISCELLANEOUS

a. In the event that any provision (or portion thereof) herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto. In such event, the provisions found to be invalid shall be deemed to be reformed so that the intent of such provision will be enforced to the maximum extent permitted by applicable law.

b. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein.

c. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and WCG shall survive the completion of services and the termination of the Agreement.

d. Unless otherwise provided, the substantial law of the State of Indiana will govern the validity of this agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this agreement.

e. WCG shall apply professional judgment in determining the extent to which WCG shall comply with any given standard identified in WCG’s documents. Unless otherwise indicated, such compliance, referred to as “General Compliance” specifically excludes consideration of any standard listed as a reference in the text of those standards cited by WCG.

f. Unless specifically stated in WCG’s Proposal, it is understood the costs for implementation of the work are based on privately owned projects utilizing merit (non-union) wages and employees. Government funded or publicly owned projects that require prevailing wages will have specific fees identified.
in the Proposal. Any job action, strike, or other requirement to use union represented employees will require renegotiation of the costs for performing the work.

g. In the event that WCG borrows or uses equipment or machinery, including but not limited to stationary, mobile and non-road mobile equipment, from the Client, it is agreed that the equipment is being rented for the sum of $1.00 and other considerations unless a specific rental agreement is executed by the parties.

h. This Agreement may be assigned by WCG to an affiliate company, in whole or in part. WCG may also retain persons or entities not in WCG's employ without Client's prior specific consent when such retention is appropriate and customary, including, but not necessarily being limited to, surveyors, drilling subcontractors, testing laboratories, remediation contractors, and specialized consultants. Client shall not assign its duties and obligations hereunder without the prior written consent of WCG.
## WEATHER CONSULTANTS GROUP
### FEE SCHEDULE
(Effective January 1, 2018)

### I. PROFESSIONAL STAFF

<table>
<thead>
<tr>
<th>Position</th>
<th>Unit</th>
<th>U.S. $</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Principal/Corporate Consultant</td>
<td>Hr</td>
<td>210.00</td>
</tr>
<tr>
<td>b) Senior Project Director</td>
<td>Hr</td>
<td>197.00</td>
</tr>
<tr>
<td>c) Project Director</td>
<td>Hr</td>
<td>184.00</td>
</tr>
<tr>
<td>d) Senior Project Manager</td>
<td>Hr</td>
<td>164.00</td>
</tr>
<tr>
<td>e) Senior Project Engineer/Scientist/Environmental Specialist</td>
<td>Hr</td>
<td>150.00</td>
</tr>
<tr>
<td>f) Project Manager</td>
<td>Hr</td>
<td>140.00</td>
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<tr>
<td>g) Senior Industrial Hygienist</td>
<td>Hr</td>
<td>132.00</td>
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<tr>
<td>h) Project Engineer/Scientist/Environmental Specialist</td>
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<td>120.00</td>
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<tr>
<td>i) Staff Engineer/Scientist/Environmental Specialist</td>
<td>Hr</td>
<td>110.00</td>
</tr>
<tr>
<td>j) Geotechnical Engineer</td>
<td>Hr</td>
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</tr>
<tr>
<td>k) Staff Environmental Geologist</td>
<td>Hr</td>
<td>94.00</td>
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<tr>
<td>l) Engineer/Scientist/Environmental Specialist/Industrial Hygienist</td>
<td>Hr</td>
<td>90.00</td>
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### II. TECHNICAL STAFF

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<tbody>
<tr>
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<td>b) Union Engineering Technician</td>
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<td>120.00</td>
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<tr>
<td>c) Construction Superintendent</td>
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<td>d) Construction Manager</td>
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</tr>
<tr>
<td>e) System Specialist III</td>
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<tr>
<td>f) System Specialist II</td>
<td>Hr</td>
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<td>g) System Specialist I</td>
<td>Hr</td>
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<td>h) System Technician</td>
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<td>j) Certified Technician</td>
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<td>k) Senior Engineering Technician</td>
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<tr>
<td>l) Engineering Technician II</td>
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<tr>
<td>m) Engineering Technician I</td>
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### III. SUPPORT STAFF

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<thead>
<tr>
<th>Position</th>
<th>Unit</th>
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</thead>
<tbody>
<tr>
<td>a) Senior CAD Designer</td>
<td>Hr</td>
<td>115.00</td>
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<tr>
<td>b) CAD Designer III</td>
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<td>c) CAD Designer II</td>
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<td>d) CAD Designer I</td>
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<td>e) Technical Assistant</td>
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<tr>
<td>f) Clerical/Word Processing</td>
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### IV. SURVEYING

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<tr>
<td>a) Senior Professional Land Surveyor</td>
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<tr>
<td>b) Professional Land Surveyor</td>
<td>Hr</td>
<td>136.00</td>
</tr>
<tr>
<td>c) Survey Project Coordinator</td>
<td>Hr</td>
<td>116.00</td>
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<tr>
<td>d) Survey Party Chief</td>
<td>Hr</td>
<td>105.00</td>
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<tr>
<td>e) Survey Technician II</td>
<td>Hr</td>
<td>65.00</td>
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<tr>
<td>f) Survey Technician I</td>
<td>Hr</td>
<td>53.00</td>
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<tr>
<td>g) Survey Party - 1 Person/GPS or Robotic</td>
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<td>155.00</td>
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<tr>
<td>h) Survey Party - 2 Person/GPS or Robotic</td>
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<tr>
<td>i) Survey Party – 2 Person Unmanned Aircraft</td>
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### V. GENERAL EXPENSES

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<tbody>
<tr>
<td>a) Automobile Transportation</td>
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<td>b) Subcontract Service or Rental</td>
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<tr>
<td>c) Report Preparation (outside services)</td>
<td></td>
<td>Cost+15%</td>
</tr>
<tr>
<td>d) Outside Services (e.g., delivery, prints, document scanning, etc.)</td>
<td></td>
<td>Cost+15%</td>
</tr>
<tr>
<td>e) Per Diem (Food and lodging)</td>
<td>Day</td>
<td>140.00</td>
</tr>
<tr>
<td>f) Per Diem (no lodging)</td>
<td>Day</td>
<td>35.00</td>
</tr>
<tr>
<td>g) Transportation by Commercial Carrier or Rental Car</td>
<td></td>
<td>Cost+15%</td>
</tr>
<tr>
<td>h) Travel Expense</td>
<td></td>
<td>Cost+15%</td>
</tr>
<tr>
<td>i) Staking supplies (lash and hub)</td>
<td>Ea</td>
<td>2.00</td>
</tr>
<tr>
<td>j) Survey monumentation (iron pipe, rebar, spikes) excludes concrete monuments</td>
<td>Ea</td>
<td>4.00</td>
</tr>
</tbody>
</table>

*Any modification to this fee schedule requires the written approval of Weaver Consultants Group*
VI. TESTING AND EQUIPMENT RENTAL FEES

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>U.S. $</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) pH, Specific Conductance and Temperature Meter</td>
<td>Day</td>
<td>85.00</td>
</tr>
<tr>
<td>b) Peristaltic Filter Pump</td>
<td>Day</td>
<td>40.00</td>
</tr>
<tr>
<td>c) Electric Purge Pump</td>
<td>Day</td>
<td>45.00</td>
</tr>
<tr>
<td>d) Grundfos Pump Control Box</td>
<td>Day</td>
<td>110.00</td>
</tr>
<tr>
<td>e) Water Level Indicator</td>
<td>Day</td>
<td>35.00</td>
</tr>
<tr>
<td>f) Filter and Hose (for pump)</td>
<td>Ea</td>
<td>22.00</td>
</tr>
<tr>
<td>g) Micropurge Flow Cell and Sonde</td>
<td>Day</td>
<td>130.00</td>
</tr>
<tr>
<td>h) Modified Level &quot;D&quot; (Tyveks, Boots, Gloves)/per person/per change of clothing</td>
<td>Ea</td>
<td>53.00</td>
</tr>
<tr>
<td>i) Photonization Detector Meter</td>
<td>Day</td>
<td>116.00</td>
</tr>
<tr>
<td>j) Nuclear Density Gauge</td>
<td>Day</td>
<td>70.00</td>
</tr>
<tr>
<td>k) Nuclear Density Gauge</td>
<td>Wk</td>
<td>300.00</td>
</tr>
<tr>
<td>l) Air Sampling Equipment, per pump</td>
<td>Day</td>
<td>53.00</td>
</tr>
<tr>
<td>m) Hand Operated Field Probe Equipment</td>
<td>Day</td>
<td>30.00</td>
</tr>
<tr>
<td>n) Explosimeter</td>
<td>Day</td>
<td>35.00</td>
</tr>
<tr>
<td>o) Gas Analyzer</td>
<td>Day</td>
<td>190.00</td>
</tr>
<tr>
<td>p) Flame Ionization Detector</td>
<td>Day</td>
<td>265.00</td>
</tr>
<tr>
<td>q) Interface Probe</td>
<td>Day</td>
<td>55.00</td>
</tr>
<tr>
<td>r) ATV</td>
<td>Day</td>
<td>53.00</td>
</tr>
<tr>
<td>s) Company Truck (does not include fuel or mileage)</td>
<td>Wk</td>
<td>450.00</td>
</tr>
<tr>
<td>t) Hand-Held Field GPS/G15</td>
<td>Day</td>
<td>158.00</td>
</tr>
<tr>
<td>u) Laser Level</td>
<td>Day</td>
<td>79.00</td>
</tr>
<tr>
<td>v) Ground Penetrating Radar</td>
<td>Day</td>
<td>250.00</td>
</tr>
<tr>
<td>w) Geonics EM-61</td>
<td>Day</td>
<td>525.00</td>
</tr>
<tr>
<td>x) Survey Grade GPS Unit</td>
<td>Day</td>
<td>360.00</td>
</tr>
<tr>
<td>y) Electric Generator</td>
<td>Day</td>
<td>69.00</td>
</tr>
<tr>
<td>z) Slug Test Equipment</td>
<td>Day</td>
<td>210.00</td>
</tr>
<tr>
<td>aa) All Weather Key Alike Locks</td>
<td>Ea</td>
<td>20.00</td>
</tr>
<tr>
<td>bb) Equipment Trailer</td>
<td>Day</td>
<td>79.00</td>
</tr>
<tr>
<td>cc) Fluk Meter/Volt Meter/Loop Calibrator</td>
<td>Day</td>
<td>126.00</td>
</tr>
<tr>
<td>dd) Four Gas Meter</td>
<td>Day</td>
<td>20.00</td>
</tr>
</tbody>
</table>

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 and Expert Witness services will be charged at a Senior Principal rate of $250/hour. Deposition and testimony services are charged at 1.5 times the Senior Principal billing rate.

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 $3.50 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.
STATE OF ILLINOIS

COUNTY OF COOK

) SS

) CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my office, entitled:

RESOLUTION NO. R-2018-13

A RESOLUTION APPROVING A WAIVER FROM THE REQUEST FOR QUALIFICATION PROCESS UNDER SECTION 8 OF THE LOCAL GOVERNMENT PROFESSIONAL SERVICES SELECTION ACT AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CERTAIN ENVIRONMENTAL CONSULTING SERVICES WITH WEAVER CONSULTANTS GROUP NORTH CENTRAL, LLC, AND APPROVING CERTAIN EXPENDITURES FROM CHICAGO TITLE INSURANCE COMPANY ESCROW NUMBER 6 (ESCROW ACCOUNT NUMBER 201454334) ESTABLISHED FOR THE ST. CHARLES ROAD TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR CERTAIN IMPROVEMENTS OF A TIF-ELIGIBLE IMPROVEMENT PROJECT

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 3rd day of April, 2018, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 3rd day of April, 2018.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, Trustee(s) I. Brandon, A. Sanchez, K. Wellington and M. Lightford

NAYS: None

ABSENT: Trustee(s) H. Yarbrough and R. Rivers

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 3rd day of April, 2018.

Viola Mims, Village Clerk

[SEAL]

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