



MASTER PROFESSIONAL SERVICES AGREEMENT STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the **attached proposed scope of services dated June 1, 2023** (the "Services"), and the **attached qualifications dated May 18, 2023** constitute the terms of this agreement for professional and/or engineering services ("Agreement") between Woodard & Curran, Inc. (referred to herein as "Consultant"), with an address of 41 Hutchins Drive, Portland, ME 04102, and City of Peoria, Illinois ("Client"), with an address of 419 Fulton Street, Peoria, IL 61602, with respect to the performance of the Services and any additional or future agreed upon scopes of services that reference and incorporate this Agreement. The parties shall be individually and collectively referred to herein respectively as a "Party" or the "Parties".

WHEREAS, it is the desire of the Client to contract with the Consultant for the Services; and Consultant desires to perform the Services.

NOW THEREFORE, the parties hereto agree as follows:

1. The Services. Consultant shall perform the Services described in the attached proposal.

- 1.1 Assumptions. The Consultant's Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the attached proposal.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the scope of Services or work to be performed. If the scope of Services is changed in a manner that will increase or decrease Consultant's costs or the time required to perform the Services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

2. Consultant's Responsibilities

- 2.1 Consultant shall be responsible for the following:
 - 2.1.1 Consultant will perform all work in accordance with the scope of Services set forth in the attached proposal.
 - 2.1.2 Consultant will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of services, and it is agreed that Consultant is not a fiduciary or municipal advisor to the Client.
 - 2.1.3 Consultant shall make reasonable professional efforts to comply with all applicable laws and regulations applicable to Consultant's performance of the Services.
 - 2.1.4 Consultant shall assign a project manager to act as Consultant's representative with respect to the Services to be rendered under this Agreement.
 - 2.1.5 Consultant shall have and maintain all applicable professional licenses and permits required to perform the Services.
 - 2.1.6 When providing technology-based services, Consultant shall maintain a data-security program that is consistent with industry standards, and will use processes and tools readily available in the marketplace. The parties recognize that due to constant advancements and rapidly changing risks inherent in the field of data technology, which are beyond the control of Consultant and Client, as long as Consultant observes the standard of care, Consultant is not responsible for any damages, claims, incidents pertaining to said data-security program.

3. Client's Responsibilities

- 3.1 Client shall do the following in a timely manner so as not to delay the services of Consultant:

3.1.1 Designate in writing a person to act as Client's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Client's policies and decisions with respect to Consultant's Services. Such person shall have complete authority to bind Client financially with respect to the payment of the Services to be rendered under this Agreement.

3.1.2 Provide all criteria and full information as to Client's requirements for the project relative to the scope of Services (the "Project"), including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.

3.1.3 Provide Consultant with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Consultant shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the Services under this Agreement.

3.1.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant; and provide written comments within a reasonable time so as not to delay the Services of Consultant.

3.1.5 Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that may affect the Services or timing of the Services.

3.1.6 Ensure Consultant, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Services.

3.1.7 If applicable, retain its own Independent Registered Municipal Advisor ("IRMA") pursuant to the Municipal Advisor Rule of the Securities and Exchange Commission, and rely upon such advisor, it being the understanding that Consultant is not providing the services of an IRMA.

4. Subcontracts

4.1 If requested by Client, the Consultant will recommend that the Client engage the services of laboratories, testing services, subconsultants, or third parties in connection with the Project. Payment to these third parties will be made directly by the Client and the Consultant is not responsible for the Client's use of such third parties or for such third parties' means and methods and will not be liable for their errors or omissions.

4.2 In the alternative, Consultant may subcontract any portion of the Services to a subcontractor, and the Consultant will add a 10% surcharge on invoices paid directly by the Consultant for laboratories, testing services, subconsultants, or other third-parties, and that surcharge will be reflected on Consultant's monthly invoices submitted to Client.

5. Billing and Payment

5.1 Client shall pay Consultant in accordance with the payment methods, rates, and charges set forth in the scope of Services set forth in the proposal or otherwise agreed upon. Consultant will submit monthly invoices for services rendered and expenses incurred during the previous period.

5.2 Payment will be due upon receipt of Consultant's invoice. Payments due Consultant and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month and as permitted by applicable local law until paid in full. In the event that Consultant is compelled to take action to collect past due payments, the Client will reimburse Consultant for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.

5.3 If applicable, Reimbursable Expenses include actual expenditures made by Consultant, including, but not limited to:

5.3.1 transportation and living expenses incurred in connection with travel on behalf of the Client;

5.3.2 overnight or priority postage and costs for special handling of documents;

- 5.3.3 renderings and models requested by the Client;
 - 5.3.4 expense of overtime work requiring higher than regular rates;
 - 5.3.5 automobile expenses for personal vehicles at the prevailing Internal Revenue Service (IRS) reimbursement rate, plus toll charges, for travel in conduct of the work, or rental of vehicles plus gasoline and toll charges for traveling to conduct the work;
 - 5.3.6 use of company field vehicle will be charged according to Consultant's current rates;
 - 5.3.7 charges for materials and equipment provided directly by Consultant will be billed according to Consultant's current rates;
 - 5.3.8 purchase or rental of specialized equipment and other supplies necessary to conduct the work;
 - 5.3.9 computer, drafting, typing and other services or labor provided by outside contract personnel or vendors.
- 5.4 If applicable, Miscellaneous Direct Expenses will be billed to the Client's project(s) each month at 3% (or as otherwise set forth in the scope of Services) of the current month's labor fee (including project contract labor fee) to compensate Consultant for expenditures for miscellaneous administrative costs such as production and communication/technological expenses incurred on the Client's project(s).
- 5.5 If the Project is suspended or abandoned in whole or part, Consultant shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted between the Client and Consultant.
- 5.6 No deductions shall be made from Consultant's compensation on account of sums withheld from payments to contractors, nor shall payment to Consultant be contingent upon financing arrangements or receipt of payment from any third party.
- 5.7 If the Client fails to make payment when due Consultant for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Consultant may, upon seven days' written notice to Client, suspend performance of the Services under this Agreement. Unless payment in full is received by Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of Services, Consultant shall have no liability to Client for delay or damage caused to Client or others because of such suspension of Services.
- 5.8 If Client objects to all or part of any invoice, Client shall notify Consultant in writing within two weeks of the date of the invoice, and shall pay the portion of the invoice in accordance with Paragraph 5.2. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Consultant, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.
- 5.9 If circumstances or conditions not originally contemplated or known to Consultant are revealed and affect the Services, compensation, schedule, allocation of risks or other material terms of this Agreement, Consultant shall be entitled to an appropriate adjustment in its schedule, compensation or other terms of the Agreement in accordance with its standard rates. Changed conditions include, but are not limited to, the following: (i) change in the instructions or approvals given by Client that necessitate revisions in the instruments of service; (ii) decisions of the Client not rendered in a timely manner; (iii) significant change in the Project including, but not limited to, size, quality, complexity, Client's schedule or budget, or procurement method; (iv) failure of performance on the part of the Client or the Client's consultants or contractors; (v) revision of documents (drawings and/or specifications) to reflect construction cost modifications; (vi) modifications to any construction phase drawings and specifications due to changes in program, size, quality, complexity, schedule, construction cost, financing, or method of bidding; (vii) additional program, feasibility or planning studies for

this or other project sites; or (viii) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to the Services.

6. Ownership and Use of Documents

- 6.1 All documents including drawings and specifications prepared or furnished by Consultant (and Consultant's subcontractors and subconsultants) pursuant to this Agreement are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may take and retain copies for information and reference in connection with the use and occupancy of the Project by Client; however, such documents are not intended nor represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors and consultants, and Client shall defend and indemnify Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any verification or adaptation will entitle Consultant to further compensation rates to be agreed upon by Client and Consultant.
- 6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Consultant's rights under this section.

7. Limitation of Liability

- 7.1 The total liability, in the aggregate, of Consultant and Consultant's affiliates, subsidiaries, parent, officers, directors, employees, agents, subcontractors and subconsultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's Services, the Project or this Agreement, from any cause or causes whatsoever shall not exceed the greater of two times the fee for the applicable Services or the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Client's claims under Consultant's applicable insurance policies subject to the minimum stated policy limits set forth herein. This limitation shall apply regardless of available insurance coverage, cause(s) or theories of liability, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, or breach of warranty of Consultant or Consultant's affiliates, subsidiaries, parent, officers, directors, employees, agents or subcontractors or subconsultants, or any of them. Client may negotiate a higher limitation for additional consideration.
- 7.2 Neither Party shall be responsible or held liable to the other for special, punitive, exemplary, indirect, incidental or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

8. Insurance

- 8.1 Consultant is protected by Workers' Compensation Insurance in statutory amounts; General Liability Insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and Professional Liability Insurance of \$1,000,000 per claim and in the aggregate. Consultant will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits, and list Client as a certificate holder. The Client and Consultant waive all of their and their respective insurers' rights of subrogation against each other to the extent any loss is covered by their applicable insurance policies. Furthermore, the Client shall require that any of its retained subcontractors list the Consultant as an additional insured on their applicable insurance policies, and that such subcontractors and their insurers waive their rights of subrogation against Consultant.

9. Indemnification Hold Harmless

- 9.1 Consultant agrees to indemnify and hold Client, its affiliates, subsidiaries, directors, shareholders, and employees harmless from and against all third-party claims resulting in a judgment, or damages ("Losses") to the proportionate extent such Losses are caused by Consultant's negligent acts or negligent omissions.
- 9.2 Client agrees to indemnify and hold Consultant, its affiliates, subsidiaries, directors, shareholders, and employees harmless from and against all third-party claims resulting in Losses to the proportionate extent such Losses are caused by Client's negligent acts or negligent omissions.

10. Delays/Force Majeure

10.1 Neither Party shall hold the other Party responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other Party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include but not be limited to weather affecting performance of services, floods, epidemics, pandemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either Party, make this Agreement subject to termination or to renegotiation. Both parties acknowledge that Consultant does not have control over the review and approval times required by any public authorities that may have jurisdiction over the Project and any Project times shall be equitably adjusted by the parties to account for such review and approval process.

11. Estimates of Opinions of Cost

11.1 If applicable, any estimates or opinions of Project or construction costs are provided by Consultant on the basis of Consultant's experience and qualifications as a Consultant and represents its best judgment as an experienced and qualified Consultant familiar with the construction industry. Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bid or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Consultant. Similarly, since Consultant has no control over building operation and/or maintenance costs, Consultant cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Consultant. No fixed limit of construction costs is established as a part of this Agreement.

12. Notice

12.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the other Party at the address set forth in the first paragraph of this Agreement. Notices may also be given by personal delivery or sent via a regionally recognized overnight carrier (i.e. FedEx, UPS). Notices shall be deemed given when delivered.

13. Dispute Resolution

13.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any Party may give the other Party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the Project personnel involved in the Controversy shall, within five business days after delivery of such notice, establish a plan to meet at a mutually acceptable time and place no later than ten business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either Party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.

13.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at a Consultant's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

14. Termination

14.1 Either Party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written notice to the other Party ("Notice of Termination"). The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Consultant for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

14.2 Either Party shall have the right to terminate this Agreement for cause if the other Party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A notice containing specific reasons for termination ("Notice of Default") shall be sent to the defaulting Party, and both Parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting Party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting Party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting Party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Consultant shall be paid the same as in the case of termination for convenience and the Parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

15. Health and Safety

15.1 Consultant and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Consultant determines in its sole discretion to be unsafe or unhealthy, Consultant shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both Parties shall enter into good faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Consultant may terminate this Agreement in accordance with Paragraph 14.1.

15.2 Consultant will not implement or be responsible for health or safety procedures for any other persons other than for its own employees. Consultant shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the scope of Services, Consultant's observation and testing of portions of the work of other parties on a Project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications, and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

16. Construction Contract Responsibilities

16.1 Where the scope of Services includes the performance of any Services during the construction phase of the Project, Consultant and Client agree to the following:

16.1.1 It is understood that the purpose of any such services (including any visits to the Project site) will be to enable Consultant to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Consultant shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Consultant does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents. Client shall include a requirement in all construction phase contracts requiring that the Contractor(s) shall indemnify, defend and hold the Consultant harmless from any and all claims, demands, causes of action, damages, costs, fines,

penalties and expenses, including attorneys' fees, property damage, environmental damage, bodily injury, personal injury, losses, or liability based on, arising out of or alleged to arise from the Contractor's(s') performance of the work described in the construction phase contracts.

16.1.2 If Consultant's contract with the Client so requires, Consultant shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Consultant's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

17. Environmental Conditions and Subsurface Risks

17.1 Where the scope of Services includes or requires on-site work, visits, investigations, or explorations, Consultant and Client agree to the following:

17.1.1 Hazardous Substances. Client acknowledges that Consultant has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "Hazardous Substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Consultant harmless from and against any and all claims, damages, losses, fines, suits or causes of action relating to personal injury, property damage, non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent that such claims are based on or arise from the existence or release of any Hazardous Substances.

17.1.2 Client's Duty to Notify Consultant of Hazards. Client shall provide Consultant with all information known to Client with respect to the existence or suspected existence of any Hazardous Substances at, on, or in close proximity to the Project site. Client will advise Consultant immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

17.1.3 Consultant shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

17.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Consultant shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Consultant does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Consultant's performance of any work at the Project site.

17.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Consultant to make the planned borings, explorations, or field tests. Consultant will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Consultant's operations, or the operations of any person or entity engaged by Consultant in the performance of the Services under this agreement. If Consultant is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Consultant's fee.

17.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Consultant properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

17.1.7 Consultant will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Consultant will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Consultant observes such standard of care, Consultant will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Consultant's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Consultant by Client or by any other party, or which could not have been reasonably identified by Consultant.

18. Samples

18.1 Where the scope of Services involves the collection of non-hazardous or hazardous samples, Consultant and Client agree to the following:

18.1.1 Non-Hazardous Samples. Consultant will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Consultant's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will ship such samples to the location designated by Client, at Client's expense. Consultant may, upon written request, arrange for storage of samples at Consultant's offices at mutually agreed storage charges. Consultant will not give Client prior notice of intention to dispose of samples.

18.1.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Consultant shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Consultant will store such samples at Client's expense and Client will pay an additional fee as charged by Consultant in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

19. Miscellaneous

19.1 This Agreement shall be governed and construed in accordance with the laws of the state where the Project is located.

19.2 Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the state where the Project is located, and each Party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

19.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

19.4 The Client and Consultant respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of such Party with respect to all covenants of this Agreement. Neither the Client nor Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

19.5 This Agreement represents the entire and integrated Agreement between the Client and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Consultant.

19.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

19.7 The parties acknowledge and agree that, due to local licensing and other laws and regulations, Consultant may be required to perform services in the name of an affiliate or subsidiary for certain jurisdictions, primarily:

- a) Ohio, North Carolina, Virginia, Michigan, Vermont – Woodard & Curran Engineering and Geological Services, P.A.
- b) New York – Woodard & Curran Engineering and Geological Services, P.A. P.C.

In the event Client requests services in the states identified above, the parties agree and acknowledge that the requested services may be performed in the name of the affiliate or subsidiary identified above under the terms and conditions of this Agreement.

(Signatures on next page)



IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below

CONSULTANT:

WOODARD & CURRAN, INC.

By: _____

Printed: _____

Title: _____

Thereunto duly authorized

Date: _____

CLIENT:

CITY OF PEORIA, ILLINOIS

By: _____

Printed: _____

Title: _____

Thereunto duly authorized

Date: _____

By: _____

Printed: _____

Title: _____

Thereunto duly authorized

Date: _____