

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DU PAGE     )

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-20-63 A RESOLUTION APPROVING AN AGREEMENT WITH TRUE NORTH CONSULTANTS, INC. FOR PHASE II ENVIRONMENTAL SITE ASSESSMENT FOR 720 AND 790 N CENTRAL AVE IN AN AMOUNT NOT TO EXCEED \$18,895** Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 17<sup>th</sup> day of September, 2020.



Lynn Curiale, City Clerk



Resolution #R-20-63

**A RESOLUTION APPROVING AN AGREEMENT WITH TRUE NORTH CONSULTANTS, INC. FOR PHASE II ENVIRONMENTAL SITE ASSESSMENT FOR 720 AND 790 N CENTRAL AVE IN AN AMOUNT NOT TO EXCEED \$18,895**

Passed: September 17, 2020  
Published in Pamphlet Form: September 18, 2020

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of **#R-20-63**

**A RESOLUTION APPROVING AN AGREEMENT WITH TRUE NORTH CONSULTANTS, INC. FOR PHASE II ENVIRONMENTAL SITE ASSESSMENT FOR 720 AND 790 N CENTRAL AVE IN AN AMOUNT NOT TO EXCEED \$18,895**

Passed and approved by the City Council of the City of Wood Dale on September 17, 2020 and hereby published in pamphlet on September 18, 2020.



Lynn Curiale, City Clerk



**RESOLUTION NO. R-20-63**

**A RESOLUTION APPROVING AN AGREEMENT WITH TRUE NORTH CONSULTANTS, INC. FOR PHASE II ENVIRONMENTAL SITE ASSESSMENT FOR 720 AND 790 N CENTRAL AVE IN AN AMOUNT NOT TO EXCEED \$18,895**

**WHEREAS**, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks the **TRUE NORTH CONSULTANTS, INC.** for the **PHASE II ENVIRONMENTAL SITE ASSESSMENT**; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**WHEREAS**, after diligent review of the qualifications and services of **TRUE NORTH CONSULTANTS, INC.**, the Mayor and the City Council find **TRUE NORTH CONSULTANTS, INC.** is the most qualified firm to perform the duties sought by the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 3:** The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

**SECTION 4:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 17<sup>th</sup> day of September, 2020.

AYES: Alderman Sorrentino, Jakab, Woods, SusmarSKI, E. Wesley,  
Catalano, Messina

NAYS: None

ABSENT: R. Wesley

APPROVED this 17<sup>th</sup> day of September, 2020.

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale  
Lynn Curiale, City Clerk



April 2, 2020

Mr. Alan Lange  
City of Wood Dale  
404 North Wood Dale Road  
Wood Dale, Illinois 60191

**RE: Limited Phase II Environmental Site Assessment  
Commercial Properties  
720 & 790 North Central Avenue  
Wood Dale, Illinois 60191  
True North Proposal #T20-236**

Dear Mr. Lange:

True North Consultants, Inc. (True North) is pleased to provide the City of Wood Dale (Client) this proposal to perform a Limited Phase II Environmental Site Assessment (ESA) for the commercial properties located at 720 and 790 North Central Avenue in Wood Dale, Illinois (Site).

**BACKGROUND**

The Client requested a proposal on March 27, 2020 to perform a Phase II ESA at the above referenced Site. The intent of the Limited Phase II ESA is to confirm or deny the presence of impacts from *recognized environmental conditions* identified during True North's March 2020 Phase I ESA prepared for the Site. The following *recognized environmental conditions* were identified in the Phase I ESA:

- Historical on-site underground storage tank (UST) operations and two associated leaking underground storage tank (LUST) incidents at the 720 North Central Avenue portion of the *property*. These incidents were closed prior to adoption of updated regulations requiring assessment of the indoor inhalation exposure pathway.
- Duration of construction contractor yard operations in the northwest portion of the *property*.
- Historical industrial and electroplating operations and numerous regulatory database listings for the facility located at the east adjoining property identified as 725 North Central Avenue.



## SCOPE OF SERVICES

### *Task 1: Limited Phase II Environmental Site Assessment*

True North will perform a Limited Phase II ESA in conformance with standards set forth by the Illinois EPA in 35 Illinois Administrative Code (IAC) 742, "Tiered Approach to Corrective Action Objectives (742)", United States Environmental Protection Agency (USEPA) SW-846, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", ASTM E1903-97 standard, "Standard for Environmental Site Assessments: Phase II Environmental Site Assessment Process", and Occupational Health & Safety Administration 1910 Standards.

True North will subcontract an environmental drilling contractor to perform environmental drilling services. The contractor will contact JULIE at least 48 hours in advance of drilling activities to secure an underground public utility locate at the Site. The owner is solely responsible for locating any exterior and/or interior utilities beyond those identified by JULIE inclusive, but not limited to low and high voltage electrical lines, storm and sanitary sewer, natural gas pipelines, and septic fields. The owner shall identify and locate these utilities/services prior to mobilization for the investigation. The drilling contractor will utilize a track-mounted geoprobe unit to complete all subsurface drilling activities. True North anticipates completing a total of up to seven soil borings throughout the Site. The soil borings will be advanced to depths ranging between approximately 15 to 30 feet below existing grade, which will ultimately depend upon the depth to a water bearing unit. An additional 2 soil gas probes will be advanced at the Site up to 5 feet below grade for collection of grab soil gas samples. The final depths and locations will be dependent upon localized hydrogeologic conditions and any equipment access limitations on the Site. Up to two of the soil borings/soil gas probe locations may be advanced at interior locations of the Site. At interior locations, the concrete slab would be core cut prior to drilling and patched to match existing surrounding to the extent feasible.

Soil will be continuously sampled from grade to the end of borings for characterization in accordance with the Unified Soil Classification System (USCS). Representative soil samples will be screened with a calibrated photoionization detector (PID) with a 10.6eV lamp to determine the presence of photoionizable vapors that are potentially indicative of the presence of volatile organic compounds (VOCs) in the soil. All downhole equipment will be decontaminated between each probe point with distilled water and liqui-nox solution and a distilled water rinse.

One soil sample will be collected for laboratory analyses from each soil boring. Soil samples registering the highest PID concentration will be retained for laboratory analysis. If elevated PID readings are not encountered at a probe point, one representative soil sample will be collected and submitted for laboratory analysis. All soil samples selected for laboratory analysis



will be placed in laboratory provided containers, labeled, placed in a cooler with ice, and logged on a chain of custody form. All samples will be transported under chain-of-custody to a National Environmental Laboratory Accreditation Conference (NELAC) accredited laboratory. The samples will be analyzed within the standard turnaround time following Level II Quality Assurance/Quality Control (QA/QC) protocols. The following presents the number of soil samples to be analyzed for each parameter:

- Seven samples for Volatile Organic Compounds (VOCs), USEPA Method 8260B. Soil samples will be preserved in the field following USEPA Method 5035 protocols.
- Seven samples for Semi-Volatile Organic Compounds (SVOCs), USEPA Method 8270B.
- Three samples for Target Analyte List (TAL) Metals, USEPA Method 6010B/7471.
- Four samples for RCRA Metals, USEPA Method 6010B/7471.
- Seven samples for Toxicity Characteristic Leachate Procedure (TCLP) RCRA Metals, USEPA Method 1311/6010/6020, if necessary.
- Two samples for Polychlorinated Biphenyls Compounds (PCBs), USEPA Method 8082.
- Seven samples for pH, USEPA Method 9045C.

Up to five soil borings will be completed as a temporary one-inch groundwater monitoring wells and a grab groundwater shall be collected from each, if possible. The five groundwater samples will be analyzed for a combination of indicator contaminants VOCs, SVOCs or Polynuclear Aromatic Hydrocarbons (PNAs), PCBs, and TAL or RCRA Metals in accordance with the identified methods above.

Up to two soil gas probes shall be installed to evaluate subsurface soil gas conditions. At each proposed soil gas well location, a soil gas probe will be advanced at representative depths to determine soil gas conditions associated with the potential migration, release and accumulation of volatile chemicals in the subsurface. Soil gas points will be installed at a shallow depth, between three feet and five feet below the existing grade surface, in accordance with 742 and Illinois EPA sampling guidance. The samples will be collected utilizing summa canisters as appropriate per applicable methods and IEPA guidelines. The samples shall be analyzed for volatile organic compounds utilizing USEPA Method TO-15, "Determination of Volatile Organic Compounds (VOCs) In Air Collected In Specially-Prepared Canisters And Analyzed By Gas Chromatography/Mass Spectrometry (GC/MS)."

### *Task 2: Limited Phase II ESA Reporting*

True North shall compile all field screening data and laboratory results in summary report format to document the investigation findings. The summary report shall include a summary of findings, field sampling locations, analytical tables, laboratory data, field testing data, boring



logs, and any pertinent historical and regulatory information used to formulate and support the investigation findings. The report shall review the *recognized environmental conditions* identified within the Phase I ESA and provide an interpretation of the results in reference to these identified conditions. True North will also include recommendations for additional actions, if necessary.

## PROJECT COSTS

True North proposes to conduct the above scope of services provided above in accordance with the following estimated costs:

Service	Quantity	Units	Rate	Total
<i>Task 1: Limited Phase II Environmental Site Assessment<sup>1</sup></i>	1	LS	\$16,895.00	\$16,895.00
<i>Task 2: Limited Phase II ESA Reporting</i>	1	LS	\$2,000.00	\$2,000.00
<b>Total Cost of Services</b>				<b>\$18,895.00</b>

Notes:

<sup>1</sup> Includes standard turn-around time (5 to 7 business days) on all laboratory analyses. An expedited turn-around time can be provided upon request. All turn-around times do not include the day of sample collection.

Should the Client request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before further work proceeds. Our Schedule of Terms and Conditions shall apply to the proposed work and any additional work approved by the Client under this contract. Written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

## SCHEDULE

The following timeline is proposed:

- True North shall schedule field activities within two weeks of authorization to proceed dependent upon availability of the drilling contractor. True North will coordinate the sampling event with the Client to verify Site availability prior to finalizing on-Site activities.
- True North shall perform on-Site activities over a two to three-day period.
- Initial laboratory analytical results will be available within five business days of sampling activities unless an expedited timeframe, charged at an additional cost, is authorized by the Client. The results for additional TCLP analytical requests, if necessary, shall be available within one week following receipt of initial results. For





scheduling purposes, the turn-around timeframe begins the day after on-site activities have been completed.

- A Phase II ESA summary report will be completed within approximately two weeks of receiving all analytical results from the environmental laboratories.

## LIMITATIONS & QUALIFICATIONS

It is assumed for purposes of this estimate that access to the property is available during normal working hours. This proposal also assumes the entire investigation area (including both on and off-site locations, as applicable) are accessible at the same time. In addition, there are no encumbrances on the property that may limit observations. Additional costs may apply if additional mobilizations or holiday, weekend, or off-normal working hours are required.

The proposed scope of work is based on information and data provided by the Client and existing conditions relayed to True North during the proposal process. True North may be required to rely upon data and reports provided by others. True North cannot take responsibility for information provided by others and shall assume all provided information to be true and accurate.

This proposal does not include any restoration activities beyond patching paved surfaces with like-kind materials or the off-site management of any investigation derived waste. Additional costs will apply in the event waste is generated during investigation activities that requires off-site disposal. The proposal does not include waste characterization or other analytical testing beyond that mentioned specifically herein.

True North is not responsible for the location, identification or abandonment of any underground utilities at the Site and shall not be deemed responsible for damages to underground or aboveground utilities, for unmarked or mismarked utilities or other features, or for damage that occurs to such utilities or features. The Client shall be responsible for providing all utility and underground system locates beyond those identified by the publicly available one-call utility locate service prior to the initiation of subsurface work.

Additional site investigation activities, remedial activities, and meeting/correspondence may be required to fully delineate any impact identified at the Site. True North shall provide an additional proposal in the event that additional delineation sampling is required.

This proposal does not include any permitting or application fees, review or NFR fees, or other fees that may be assessed by local, State, or Federal government agencies during the performance of the above referenced scope of work on-Site.

This proposal is based on field work performed in Level D personal protection (i.e., steel-toed boots, hard hats, safety glasses, and gloves). True North will postpone field work and notify

Client immediately if field conditions warrant an increase in personal protection.

True North assumes that Site conditions shall allow the on-site collection of the proposed samples in accordance with industry and regulatory sampling protocols. This includes, but is not limited to, soil and groundwater depths, subsurface geology, overhead interferences, surface conditions, weather conditions, and utility locations.

The Client shall provide True North, upon contract authorization, any requirements for additional insurance coverage, waivers of subrogation, and/or additional party reliance beyond that provided within this proposal or currently maintained by True North. Any additional cost to True North associated with these requirements shall be added to the total cost as proposed above unless these costs have been previously negotiated with the Client.

This proposal is valid for a period of 45 days from the date of this proposal. In the event that authorization is received after 45 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.

## TERMS OF AGREEMENT

If this proposal meets with your approval, please sign the attached service agreement and return it to our office via mail, fax or e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and the City of Wood Dale. Our Terms and Conditions are hereby incorporated as part of this agreement.

True North appreciates the opportunity to offer this proposal for environmental consulting services. If you have any questions, please contact me at 630.717.2880.

Regards,  
**TRUE NORTH CONSULTANTS, INC.**



Sean P. Brady, P.E.  
Senior Consultant



# Professional Services Agreement

Proposal for Environmental Consulting Services  
Limited Phase II Environmental Site Assessment  
Proposal No. T20-236

The Client accepts the attached proposal in the amount up to **eighteen thousand and eight hundred and ninety-five (\$18,895.00)** dollars and hereby authorizes True North to proceed with proposed services in accordance with the noted scope of work, project costs, schedule, limitations and qualifications, and the attached Terms and Conditions.

CLIENT	True North Consultants
Signature: <i>Annunziato Pulice</i>	Signature: <i>Ryan LaDieu</i>
Name: ANNUNZIATO PULICE	Name: Ryan LaDieu
Title: MAYOR	Title: President
Date: 9-17-20	Date: April 2, 2020



## **GENERAL TERMS & CONDITIONS OF SERVICES**

### **1.0 PROPOSAL ACCEPTANCE**

The following terms and conditions ("Terms") shall apply to and are the only terms that govern the attached Master Service Agreement, Proposal or Quotation (collectively, "Agreement") between True North Consultants, Inc. ("True North") and the Client named in the Agreement ("Client"). Client's acceptance of the Agreement includes acceptance of these Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of the Agreement, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing, electronically or orally, to commence performance in accordance with the requested Consulting Services (as defined in the Agreement) and the Terms. In the event of a conflict between these Terms and the Agreement, the terms of the Agreement will prevail unless otherwise agreed to by the parties in writing.

### **2.0 LIMITED WARRANTY**

- 2.1 Professional Standard of Care: True North warrants that it will perform the Consulting Services consistent with the level of care and skill ordinarily exercised by other professional consultants in the same locale and under similar circumstances at the same time the Consulting Services are performed.
- 2.2 Exclusive Remedy: True North's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:
  - 2.2.1 True North will use reasonable commercial efforts to promptly cure any breach; provided, that if True North cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's notice of such breach, Client may, at its option, terminate the Agreement by service of written notice of termination.
  - 2.2.2 In the event the Agreement is terminated pursuant to Section 2.2.1 above, True North will within thirty (30) days after the effective date of termination refund to Client any fees paid by Client as of the date of termination for the Consulting Services, less a deduction equal to the fees for receipt or use of such Consulting Services up to and including the date of termination on a pro-rated basis.
  - 2.2.3 The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after acceptance of such Consulting Services to True North.
- 2.3 Disclaimer of Implied Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 2, TRUE NORTH MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CONSULTING SERVICES UNDER THE AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE.

### **3.0 SUBCONTRACTED AND OTHER SERVICES**

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The subcontractors' invoices shall be billed in accordance with the Agreement. Nothing in this Section 3 shall require that services or equipment be obtained through competitive bidding or be available from multiple sources. True North shall not be responsible for the means and methods utilized by its subcontractors.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in addition to True North's fee schedules set forth in the Agreement.

### **4.0 SITE ACCESS AND SITE CONDITIONS**

- 4.1 Client shall grant or obtain free access to the site for all equipment and personnel for True North to perform the Consulting Services for the Project (as defined in the Agreement) set forth in the Agreement. Client shall notify any and all possessors of the Project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of the Agreement unless so specified in True North's proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy set forth in the Agreement.
- 4.2 Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for its data,





interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed by True North or any other party. To the extent True North must rely upon data provided by another party, True North will not be liable for any claim of injury or loss arising from such data. Client acknowledges that whenever a project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the Consulting Services are performed with skill and care.

## **5.0 BILLING AND PAYMENT**

Invoices shall generally be submitted every four (4) weeks for Consulting Services performed during the previous four (4) weeks. Payment shall be due within thirty (30) days of invoice date. If Client objects to all or any portion of any invoice, Client shall so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Client shall pay the balance as stated on the invoice. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one and one-half percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorneys' fees) in connection with collection of any delinquent amount shall be paid by Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend Consulting Services under the Agreement, without incurring liability to Client, after giving seven (7) days' written notice to Client. Client acknowledges that True North's fee schedules are subject to change on an annual basis without prior notice.

## **6.0 DOCUMENTS AND ELECTRONIC FILES**

- 6.1 **Written Documents:** Any letters, reports, or documents prepared by True North for Client are the instruments of True North's Consulting Services. The Consulting Services provided by True North are solely for Client's use for the Project and site described in the Agreement. Any documents prepared by True North for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of Consulting Services without True North's specific authorization to do so.
- 6.2 **Electronic Files:** Client hereby grants permission for True North to use information and data provided by Client, including electronic records produced or provided by Client in the completion of the Project. Client also grants permission to True North to release True North documents electronically to consultants, contractors, and vendors as required in the execution of the Project.
- 6.3 **Retention Period:** True North shall not be obligated to maintain written documents and electronic files relating to its Consulting Services performed for Client under the Agreement for more than five (5) years following completion of the relevant Consulting Services.

## **7.0 INSURANCE**

True North maintains Workmen's Compensation Insurance as required by applicable law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event Client desires additional insurance coverage of this type, True North will, upon the Client's written request made prior to the performance of Consulting Services, obtain additional insurance (if possible) at Client's expense.

## **8.0 ALLOCATION OF RISK**

- 8.1 **Limitation of Liability:** IN NO EVENT SHALL TRUE NORTH BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT TRUE NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TRUE NORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TRUE NORTH PURSUANT TO THE AGREEMENT. If Client prefers not to limit True North's professional liability to this sum, True North will waive this limitation upon Client's written request, provided that Client agrees to pay for this waiver at a negotiated fee. Client's request for this option must be made at the time Client enters into the Agreement. In the event Client makes a claim against True North for any act arising out of the performance of True North's Consulting Services, and





fails to prove such claim, then Client agrees to pay all attorneys' fees and other costs incurred by True North in defense of such claim.

- 8.2 Indemnification: Client shall indemnify, defend and hold harmless True North and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the performance of Consulting Services under the Agreement and attributable to either a breach by Client of its obligations hereunder or the act or omission or willful misconduct of Client or anyone acting under Client's direction or control.

## **9.0 CHANGES**

- 9.1 Unforeseen Site Conditions: True North reserves the right to make reasonable changes in the Consulting Services to be performed after acceptance of the Agreement. Client understands that unforeseen site conditions may require changes in the scope of Consulting Services to be performed.
- 9.2 Unauthorized Changes: If changes are made to True North's work products for Consulting Services by Client or persons other than True North, and these changes affect True North's Consulting Services, any and all liability against True North arising out of such changes is waived and Client shall assume full responsibility for such changes unless Client has given True North prior notice and has received from True North written consent for such changes.
- 9.3 Client-Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from its subcontractors and will provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. True North shall authorize the requested change by amending the contract price and contract time in the Agreement.

## **10.0 NOTIFICATION OF HAZARDS**

Client shall notify True North of any information Client has with respect to the existence or suspected existence of biological pollutants, hazardous materials, oil, or asbestos in the environment, including, but not limited to the air, soil, and water at the site. Client shall advise True North immediately of any information which Client receives regarding the existence of any such hazardous materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

## **11.0 BIOLOGICAL POLLUTANTS**

True North's scope of Consulting Services, unless specifically outlined in its written scope of Consulting Services, does not include the investigation or detection of the presence of any biological pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any biological pollutants, in or around any structure. In addition, Client shall defend, indemnify, and hold harmless True North from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to biological pollutants in or around any structure.

## **12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE**

True North shall not assume, by virtue of performing Consulting Services on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, True North shall not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding any Agreement, True North's Consulting Services or any report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that True North will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

## **13.0 RCRA COMPLIANCE**

Nothing contained in these Terms or the Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

## **14.0 DELAYS**

Delays not the fault of True North or its subcontractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total Project cost shall be equitably adjusted by the amount of such additional costs.

## **15.0 DISPUTE RESOLUTION; CHOICE OF FORUM**

Any claims or disputes between Client and True North arising out of or related to the Consulting Services provided by True North or out of or related to the Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Any claims arising out of or relating to the sale of Consulting Services provided by





True North and/or the relationship between True North and Client shall be asserted only in the state or federal courts located in Cook County or DuPage County, Illinois. Client hereby unconditionally consents to the jurisdiction and venue of said courts.

#### **16.0 MISCELLANEOUS**

- 16.1 **Governing Law:** These Terms and all matters arising out of, or related to, the sale of Consulting Services by True North to Client and/or the relationship between True North and Client shall be deemed to have been made and governed by the substantive laws of the State of Illinois, without regard to its choice-of-law or conflict-of-laws provisions.
- 16.2 **Severability:** If any term or provision of these Terms is found to be invalid or unenforceable, the remaining portion of these Terms shall remain in effect, provided that if such invalid or unenforceable portion is an essential part of these Terms, the parties will immediately begin negotiations for a replacement provision consistent with the intent and purpose of these Terms.
- 16.3 **Entire Agreement:** The terms contained in the Agreement and these Terms comprise the entire agreement between True North and Client concerning the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No modification, amendment, rescission, waiver or other change of these Terms or the Agreement or any part thereof shall be binding on True North unless agreed in writing by an authorized officer of True North.
- 16.4 **All Rights Reserved:** All rights and remedies of True North provided in these Terms are cumulative and not exclusive, and the exercise by True North of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the parties.
- 16.5 **No Assignment:** The rights and responsibilities of Client hereunder may not be assigned to any third-party without the written consent of True North.
- 16.6 **Waste Manifests:** If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

#### **END OF TERMS AND CONDITIONS**

REVISED: June 27, 2019