

RESOLUTION NO. 18-37

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND TRUE NORTH CONSULTANTS INC. OF NAPERVILLE, ILLINOIS FOR ILLINOIS ENVIRONMENTAL PROTECTION AGENCY SITE REMEDIATION PROGRAM CONSULTING SERVICES FOR THE MGNWC PUMPING STATION SITE 7900 NAGLE AVENUE, MORTON GROVE, ILLINOIS

WHEREAS, in 2017, the Morton Grove-Niles Water Commission ("MGNWC" or "Commission") was established by the Village of Morton Grove, a home rule Illinois municipal corporation ("Morton Grove"), and the Village of Niles, a home rule Illinois municipal corporation ("Niles"), by the adoption of ordinances pursuant to Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1, *et seq.*) ("Division 135"); and

WHEREAS, the MGNWC was established for purposes of constructing and operating a public water supply system consisting of water transmission mains, pumping, storage, and other related water delivery and receiving infrastructure between a connection point on the Evanston water system and existing water receiving points of Niles and Morton Grove and

WHEREAS, in 2017 the MGNWC acquired that property commonly known as 7900 Nagle Avenue, Morton Grove Illinois (the "Site") and plans to construct a seven million gallon standpipe and pump station on the site; and

WHEREAS, to date, the MGNWC has demolished the buildings on the Site and has conducted certain environmental remedial activities including the excavation, transportation and disposal of contaminated soils; and

WHEREAS, upon conclusion of the remedial activities, the MGNWC requested and True North Consultants, Inc. of Naperville, Illinois ("True North") performed additional soil screenings which indicated that environmental impact attributable to the former heating oil underground storage tanks on the Site no longer existed, and the MGNWC could now pursue obtaining an NFR Letter without any engineered barrier requirement ("the NFR Letter"); and

WHEREAS, True North has submitted a proposal attached hereto as **Exhibit A** to assist the MGNWC to enroll the Site into the IEPA's Site Remediation Program in order to obtain the NFR letter for the cost of five thousand eight hundred dollars (\$5,800.00); and

WHEREAS, True North Consultants, Inc. has satisfactorily provided environmental consulting services for the MGNWC in the past and is qualified and capable of providing these services in a timely manner, and the Superintendent recommends that the MGNWC Board enter into an agreement with True North Consultants, Inc., based on its proposal; and

WHEREAS, the MGNWC Board has the authority to enter into the Agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*, including 65 ILCS 5/11-135-1, *et seq.*), and finds that entering into the Agreement is in the best interests of MGNWC, the Village of Morton Grove and the Village of Niles.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MORTON GROVE-NILES WATER COMMISSION, 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 Board of Commissioners of the Morton Grove-Niles Water Commission ("MGNWC Board") authorizes the approval of the economic terms and the attached form of an Agreement entitled "Agreement Between the Morton Grove-Niles Water Commission and True North Consultants Inc. Of Naperville, Illinois for Illinois Environmental Protection Agency Site Remediation Program Consulting Services for the MGNWC Pumping Station Site 7900 Nagle Avenue, Morton Grove, Illinois" (the "Agreement") for the purposes set forth in the Agreement, attached hereto as **Exhibit A**. The MGNWC Board authorizes and directs the Chair, or his/her designee, and the Clerk to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Manager of Niles and the Village Administrator of Morton Grove, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill MGNWC'S obligations under the Agreement.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

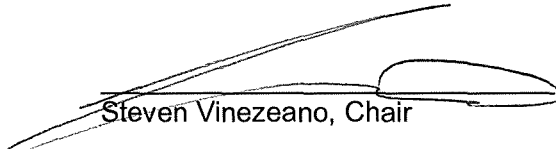
ADOPTED this 1st day of March 2018, pursuant to a roll call vote as follows:

AYES: John Pietron and Steven Vinezeano

NAYS: None

ABSENT: None (Cook County Appointee not appointed yet)

PASSED by the Board of Commissioners of the Morton Grove-Niles Water Commission, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 1st day of March 2018, and approved by the Chair, and attested by the Clerk on the same day.


Steven Vinezeano, Chair

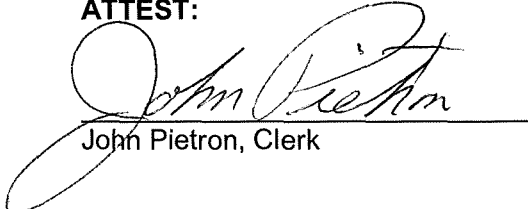
ATTEST:

John Pietron, Clerk

Exhibit A

AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND TRUE NORTH CONSULTANTS INC. OF NAPERVILLE, ILLINOIS FOR ILLINOIS ENVIRONMENTAL PROTECTION AGENCY SITE REMEDIATION PROGRAM CONSULTING SERVICES FOR THE MGNWC PUMPING STATION SITE 7900 NAGLE AVENUE, MORTON GROVE, ILLINOIS

(attached)

AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND TRUE NORTH CONSULTANTS INC. OF NAPERVILLE, ILLINOIS FOR ILLINOIS ENVIRONMENTAL PROTECTION AGENCY SITE REMEDIATION PROGRAM CONSULTING SERVICES FOR THE MGNWC PUMPING STATION SITE 7900 NAGLE AVENUE, MORTON GROVE, ILLINOIS

This agreement ("Agreement") is made this 1 day of March, 2018, by and between True North Consultants Inc. of Naperville, Illinois, an Illinois corporation, whose mailing address 1240 Iroquois Ave Ste. 206, Naperville, Illinois, 60563 (the "Consultant") and the Morton Grove-Niles Water Commission, whose mailing address is 1000 Civic Center Drive, Niles, Illinois 60714 ("Commission" or the "MGNWC"). The Consultant and the Commission are at times referred to herein individually as a "Party" and collectively as the "Parties."

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the MGNWC's statutory and home rule powers, the parties agree as follows:

1 PARTIES:

The parties to this Agreement and the address and contact information for each is as follows:

MGNWC: Morton Grove-Niles Water Commission
1000 Civic Center Drive,
Niles, Illinois 60714

Contact: William Balling
Superintendent ("MGNWC Representative")
847-663-3001
bill@wrblc.com

Consultant: True North Consultants, Inc.
1240 Iroquois Ave Ste 206
Naperville, Illinois, 60563

Contact: Ryan M Ladieu
(630) 717-2880 or (224) 387-6063
rladieu@consulttruenorth.com

2 PERFORMANCE OF SERVICES

2.1. Project Description. Consultant will provide all necessary services to perform the work in connection with the project identified in and consistent with the Proposal dated

February 2, 2018, a copy of which is attached as Exhibit A to this agreement (hereafter referred to as "services"). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the services set forth in Exhibit A in a manner consistent with the standards of professional practice recognized by the industry providing services of a similar nature.

- 2.2 Time of Performance. The Consultant's provision of Services shall commence upon execution of this Agreement (the "Commencement Date"). The Consultant shall diligently and continuously prosecute the Services until the completion of the work in accordance with deadlines established for particular tasks from time to time ("Time of Performance") The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on December 31, 2018. A determination of completion shall not constitute a waiver of any rights or claims the MGNWC may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the MGNWC by the Consultant.
- 2.3 Early Termination. Notwithstanding any other provision hereof, the MGNWC may terminate this agreement at any time upon 14 days prior written notice to the Consultant. In the event that this agreement is so terminated, the Consultant shall be paid for services satisfactorily performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the services completed as determined as provided in this agreement.
- 2.4 Suspension of Services. The MGNWC may, at any time, with or without cause, suspend all or any portion of services for a period of up to 90 days ("suspended services"). Consultant shall immediately stop the performance of the suspended services, until such time as The MGNWC issues direction to Consultant to resume the suspended services. Consultant shall take such action as is reasonably necessary to protect the suspended services and take such additional action as directed by Village.
- 2.5 Force Majeure. The MGNWC shall not be responsible for delay in the performance of its obligations under this agreement caused by a force majeure event. To the extent that Contracted Services are delayed by a force majeure event, Consultant will be entitled to an equitable adjustment of the time for performance. For purposes of this agreement, a "force majeure event" is an occurrence or circumstance beyond the control of the claiming party and may include, but is not limited to extraordinary weather conditions, or other natural catastrophes, war, riots, strikes, lockouts, or other industrial disturbances.
- 2.6 Assignments; Coordination; Reporting. Assignments and tasks will be assigned to the Consultant by MGNWC Representative . Consultant shall regularly report to and will coordinate all work through MGNWC Representative or his designee.

- 2.8 Warranty of Services. The Consultant warrants that the services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The warranty expressed shall be in addition to any other warranties expressed in this agreement, or expressed or implied by law, which are hereby reserved unto the MGNWC.
- 2.9 Mutual Cooperation. The MGNWC agrees to cooperate with the Consultant in the performance of the services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the MGNWC may have that may be relevant and helpful to the Consultant's performance of the services. The Consultant agrees to cooperate with the MGNWC in the performance of the services and with any other Consultants engaged by the MGNWC.
- 2.10 Amendment. No amendment or modification to this agreement shall be effective unless and until such amendment or modification is approved in writing by the MGNWC Administrator and the Consultant.
- 2.11 No Additional Obligation. The Parties acknowledge and agree that the MGNWC is under no obligation under this agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

3 COMPENSATION AND METHOD OF PAYMENT

- 3.1 Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed five thousand eight hundred and zero dollars (\$5,800) in total without the prior express written authorization of the Village Administrator of Morton Grove and the Village Manager of Niles. Said amount includes reimbursable expenses.
- 3.2 Invoices and Payment. The Consultant shall submit invoices to the MGNWC in an approved format for those portions of the Services performed and completed by the Consultant. The MGNWC shall pay to the Consultant the amount billed for completed and approved work within 30 days after its receipt and approval of an invoice for same.
- 3.3 Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the MGNWC to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the MGNWC at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

- 3.4 Claim For Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the MGNWC, the Consultant shall provide written notice to the MGNWC of such claim within 7 days after occurrence of such action, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement amount shall be valid only upon written amendment of this agreement approved by the MGNWC Superintendent and the Village Administrator of Morton Grove and the Village Manager of Niles. Regardless of the decision of the MGNWC relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the services required to complete the services under this agreement as determined by the MGNWC without interruption.
- 3.5 Taxes, Benefits and Royalties. The agreement amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

4 PERSONNEL AND SUBCONTRACTORS

- 4.1 Key Project Personnel. Key Project Personnel identified in Exhibit A shall be Ryan M Ladieu who shall be primarily responsible for carrying out the Services on behalf of the Consultant. The key project personnel shall not be changed without the MGNWC's prior written approval.
- 4.2 Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the MGNWC as soon as practicable prior to terminating the employment of, reassigning, or after receiving notice of the resignation of, any key project personnel. The Consultant shall have no claim for damages and shall not bill the MGNWC for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

- 4.3 Approval and Use of Subcontractors. The Consultant shall perform the services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the MGNWC in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the MGNWC. If any personnel or subcontractor fails to perform the services in a manner satisfactory to the MGNWC, the Consultant shall immediately upon notice from the MGNWC remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this agreement or for a delay or extension of the time of performance as a result of any such removal or replacement. The MGNWC's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the services as required by the agreement. All services performed under any subcontract shall be subject to all of the provisions of this agreement in the same manner as if performed by employees of the Consultant. For purposes of this agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this agreement.
- 4.4 MGNWC Authority. Notwithstanding any provision of this agreement, any negotiations or agreements with, or representations by the Consultant to any subcontractor, vendor or third party shall be subject to the approval of the MGNWC. The MGNWC shall not be liable to any subcontractor, vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the MGNWC, without the knowledge and approval of the MGNWC.
- 4.5 Lien Waiver. Consultant shall promptly pay for all services, labor, materials and equipment used or employed by Consultant in the performance of the services and shall maintain all materials, equipment, structures, buildings, premises and property of the MGNWC free and clear of mechanic's or other liens. Consultant shall, if requested, provide the MGNWC with reasonable evidence that all services, labor, materials and equipment have been paid in full.
- 4.6 Safety and Hazardous Materials.
- A. Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable law ("Hazardous Materials") at the project site or otherwise associated with the services. In such cases, Consultant shall take appropriate precautions to protect and shall be solely and continuously responsible for the health, safety and welfare associated with its employees, subcontractors, agents and those people under the supervision and control of the Consultant with the performance of the services.

- B. Consultant's employees, agents, subcontractors and all employees of Consultant's employees, agents, subcontractors who perform the services shall be experienced and properly trained to perform the services under such conditions and shall take adequate precautions to protect human health and the environment in the performance of the services.
- C. In the event that Consultant observes a potentially hazardous condition relating to the services, Consultant shall bring such condition to the attention of the MGNWC.

5 RELATIONSHIP OF THE PARTIES

- 5.1 Independent Contractor. The Consultant shall act as an independent contractor in providing and performing the services. Nothing in, nor done pursuant to, this Agreement shall be construed:
 - A. To create the relationship of principal and agent, employer and employee, partners, or joint venturers between the MGNWC and Consultant; or
 - B. To create any relationship between the MGNWC and any subcontractor of the Consultant.
- 5.2 Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge:
 - A. No employee or agent of the MGNWC is interested in the business of the Consultant or this agreement;
 - B. Neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this agreement; and
 - C. Neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this agreement.
- 5.3 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of federal, state or local government as a result of:
 - A. A delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or

B. A violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et. seq.

C. The Consultant represents that the only persons, firms, or corporations interested in this agreement as principals are those disclosed to the MGNWC prior to the execution of this agreement, and that this agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the MGNWC for all loss or damage that the MGNWC may suffer, and this agreement shall, at the MGNWC's option, be null and void.

5.4 No Personal Liability. No elected or appointed official or employee of the MGNWC shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this agreement.

6 INSURANCE AND INDEMNIFICATION

6.1 Insurance. Contemporaneous with the Consultant's execution of this agreement, the Consultant shall provide certificates and policies of insurance, all with coverage and limits acceptable to the MGNWC, and evidencing at least the minimum insurance coverage and limits as set forth in Exhibit B to this agreement. For good cause shown, the MGNWC Administrator may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the MGNWC Administrator may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the MGNWC and from companies with a general rating of A-, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the MGNWC. The Consultant shall at all times during the term of this agreement, maintain and keep the insurance coverage provided above in force, at the Consultant's expense.

6.2 Indemnification. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the MGNWC or the Consultant, indemnify, save harmless, and defend the MGNWC, and its respective officials, employees, agents, volunteers and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Consultant's performance of, or failure to perform, the services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, except to the extent caused by the sole negligence of the MGNWC. The Consultant further agrees that to the extent that money is due the Consultant by virtue of this contract as shall be considered necessary in the judgment of the MGNWC, may be retained by the MGNWC to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the MGNWC.

7 USE AND DISCLOSURE OF INFORMATION

7.1 Confidential Information. The term "confidential Information" shall mean information in the possession or under the control of the MGNWC relating to the technical, business or corporate affairs of the MGNWC; property of the MGNWC; user information, including, without limitation, any information pertaining to usage of the MGNWC's computer systems, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this agreement. MGNWC confidential information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the MGNWC prior to the time the MGNWC disclosed said information to the Consultant under this agreement ("time of disclosure"); (ii) to have been in the public domain prior to the time of disclosure; or (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this agreement on the part of the Consultant.

7.2 No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the services for the MGNWC under this agreement, have access to or be directly or indirectly exposed to confidential information. To the extent allowed by law, the Consultant shall hold confidential all confidential information and shall not disclose or use such Confidential Information without express prior written consent of the MGNWC. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to confidential information.

- 7.3 Illinois Freedom of Information Act (FOIA). FOIA applies to public records in the possession of a party with whom the MGNWC has contracted. The MGNWC will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Consultant will comply with all requests made by the MGNWC for public records (as that term is defined by Section 2(c) of FOIA) in the Consultant's possession and will provide the requested public records to the MGNWC within two (2) business days of the request being made by the MGNWC. The undersigned agrees to indemnify and hold harmless the MGNWC from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the MGNWC under this agreement.
- 7.4 GIS Data. The MGNWC has developed digital map information through Geographic Information Systems Technology ("GIS data") concerning the real property located within the MGNWC. If necessary to the performance of the services and if requested to do so by the Consultant, the MGNWC may supply the Consultant with access to the GIS data. In such case the Consultant agrees as follows:
- A. Limited Access to and use of GIS data. The GIS data provided by the MGNWC shall be limited to the scope of the work that the Consultant is to provide for the MGNWC, and the Consultant shall limit its use of the GIS data to its intended purpose of furtherance of the work;
 - B. Trade Secrets of the MGNWC. The GIS data constitutes proprietary materials and trade secrets of the MGNWC and, shall remain the property of the MGNWC;
 - C. Consent of the MGNWC Required. The Consultant will not provide or make available GIS data in any form to anyone without the prior written consent of the MGNWC Superintendent;
 - D. Supply to the MGNWC. At the request of the MGNWC, the Consultant shall supply the MGNWC with any and all information that may have been developed by the Consultant based on the GIS data;
 - E. No Guarantee of Accuracy. The MGNWC make no guarantee as to the accuracy, completeness, or suitability of the GIS data in regard to the Consultant's intended use thereof; and

F. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of or terminated by the MGNWC, the Consultant shall cease its use of the GIS data for any purpose whatsoever; and, upon request, an authorized representative of the MGNWC shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS data has been discontinued.

7.5 Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the services to be performed under this agreement ("documents") shall be and remain the exclusive property of the MGNWC. At the MGNWC's request, or upon termination of this Agreement, the Consultant shall cause the documents to be promptly delivered to the MGNWC.

7.6 News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the MGNWC Administrator.

8 COMPLIANCE WITH LAWS AND GRANTS

8.1 General Compliance. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors' performance of, or failure to perform, the services or any part thereof. Every provision required by law to be inserted into this agreement shall be deemed to be inserted herein.

8.2 Grant Compliance. Consultant shall also comply with all conditions of any federal, state, or local grant received by the MGNWC or consultant with respect to this agreement or the services.

- 8.3 Sexual Harassment Policy. The Consultant represents and warrants that it has and follows a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).
- 8.4 Patriot Act Compliance. The Consultant represents and warrants that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the MGNWC, its respective corporate authorities, and elected or appointed officials, officers, employees, agents, representatives, engineers, volunteers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- 8.5 Equal Employment Opportunity Compliance. During the performance of this agreement, Consultant as follows:
- A. That it will not discriminate against any employee or applicant for employment on the basis of race, age, marital status, color, religion, sex, sexual orientation, physical or mental handicap unrelated to ability, national origin or ancestry or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minorities or women are underutilized and shall take appropriate affirmative action to rectify any such underutilization.
 - B. That, if it hires additional employees in order to perform the services or any portion hereof, it shall determine the availability (in accordance with the MGNWC's rules) of minorities and women in the area(s) from which they may reasonably recruit, and it will hire for each applicable job classification for which employees are hired in such manner that minorities and women are not underutilized.
 - C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination based on race, color, religion, sex, sexual orientation, national origin or ancestry, marital status, age physical or mental handicap unrelated to ability or an unfavorable discharge from the military.

- D. That it shall submit reports as required by the MGNWC's rules and furnish all relevant information as may from time to time be requested by the MGNWC or the MGNWC, and in all respects comply with the Illinois Human Rights Act and the MGNWC's Rules.
- E. That it shall permit access to all relevant books, records, accounts and work sites by personnel of the MGNWC and the MGNWC for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the MGNWC's rules.
- F. That it shall include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement, the Consultant will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the MGNWC or the MGNWC in the event any subcontractor fails or refuses to comply therewith. In addition, no Consultant shall utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- G. If the Consultant has not complied with all provisions of the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights, the Consultant may be declared ineligible for future contracts or subcontracts with the MGNWC and this agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

9 DEFAULT AND DISPUTE RESOLUTION

- 9.1 Default. If it should appear at any time that the consultant has failed, refused or delayed to perform, the services any other requirement of this agreement with diligence at a rate that assures completion of the services and full compliance of this agreement, ("event of default"), and fails to cure any such event of default within ten business days after the Consultant's receipt of written notice of such event of default from the MGNWC, then the MGNWC shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
 - A. Cure by Consultant. The MGNWC may require the Consultant, within a reasonable time, to complete or correct all or any part of the services that are the subject of the event of default; and to take any or all other action necessary to bring the Consultant and the services into compliance with this agreement.

- B. Termination of Agreement by the MGNWC. The MGNWC may terminate this agreement without liability for further payment of amounts due or to become due under this agreement.
- C. Withholding of Payment by Village. The MGNWC may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the MGNWC as the result of any event of default by the Consultant or as a result of actions taken by the MGNWC in response to any event of default by the Consultant.

9.2 Dispute Resolution. Any dispute related to this Agreement shall, upon request by either party, be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. In the event that the panel is unable to reach a mutual resolution of the dispute, or has failed to convene within two weeks of the request of either party, either party may refer the matter to a court of appropriate jurisdiction. All communications between the parties or their representatives in connection with the attempted resolution of any dispute shall be confidential and deemed to have been delivered in furtherance of dispute settlement and shall be exempt from discovery and production, and shall not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial or other proceeding for the resolution of the dispute.

9.3 During the dispute resolution period, or if litigation ensues, pending any final judicial decision or settlement, Consultant shall proceed diligently with the services.

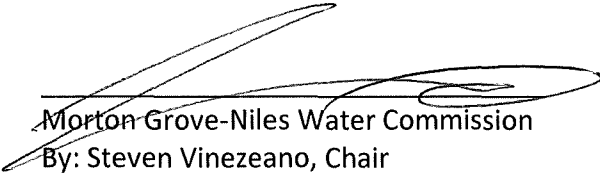
10 GENERAL PROVISIONS

10.1 Notice.

- A. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally to an authorized representative of the party; (ii) by certified mail addressed to the contact person listed in Section 1 of this agreement, return receipt requested, and deposited in the U.S. Mail, postage prepaid; (iii) by facsimile to a number provided by the contact person listed in Section 1 of this agreement, and deposited in the U.S. Mail, postage prepaid the recipient; or (iv) by electronic internet mail ("e-mail") addressed to the contact person listed in Section 1 of this agreement, and deposited in the U.S. Mail, postage prepaid.
- B. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of actual receipt or three business days following deposit in the U.S. mail.

- C. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications to the MGNWC shall be addressed to the party listed in Section 1 of this agreement.
- 10.2 Assignment. This Agreement may not be assigned by the MGNWC or by the Consultant without the prior written consent of the other party.
- 10.3 Third Party Beneficiary. No claim as a third party beneficiary under this agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the MGNWC.
- 10.4 Provisions Severable. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 10.5 Time. Time is of the essence in the performance of this Agreement.
- 10.6 Governing Laws. This agreement shall be interpreted according to the laws of the State of Illinois.
- 10.7 Binding Effect. The terms of this agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- 10.8 Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between either of the MGNWC and the Consultant with respect to the Proposal and the Services.
- 10.9 Waiver. No waiver of any provision of this agreement shall be deemed to or constitute a waiver of any other provision of this agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- 10.10 Remedies. No remedies or rights conferred upon the MGNWC by this agreement are intended to be exclusive of any remedy or right provided by law or equity, but each shall be cumulative and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity.
- 10.11 Survival of Terms. Articles on Indemnity, Confidential Information and Rights in Data shall survive termination of this agreement.

- 10.12 Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions, and this agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- 10.13 Exhibit. Exhibits A (Consultant's proposal dated February 2, 2018) and B (insurance requirements) are attached hereto, and by this reference incorporated in and made a part of this agreement. In the event of a conflict between the Exhibit and the text of this agreement, the text of this agreement shall control.
- 10.14 Rights Cumulative. Unless expressly provided to the contrary in this agreement, each and every one of the rights, remedies, and benefits provided by this agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- 10.15 Counterpart Execution. This agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.



Morton Grove-Niles Water Commission
By: Steven Vinezeano, Chair

True North Consultants, Inc.,
By: Ryan M Ladieu, its President

Exhibit A
PROPOSAL OF TRUE NORTH CONSULTANTS, INC
DATED FEBRUARY 2, 2018



1940 Iranois Ave, Suite 206
Naperville, Illinois 60563
P : 630-717-2880
F : 630-689-8881
mailto:consult@truenorth.com

February 2, 2018

Mr. William Balling
Superintendent
Morton Grove – Niles Water Commission
c/o Village of Niles
1000 Civic Center Drive
Niles, IL 60714

**RE: Proposal for IEPA SRP Consulting
Proposed Pumping Station Site
7900 Nagle Avenue, Morton Grove, Illinois
TNC Proposal #: T18-010**

Dear Mr. Balling:

True North Consultants, Inc. (True North) is pleased to provide this proposal to the Morton Grove – Niles Water Commission (Client) to provide environmental consulting and technical reports associated with pursuing a revised No Further Remediation (NFR) Letter from the Illinois EPA Site Remediation Program (SRP) NFR Letter issued to the proposed pump station site located at 7900 Nagle Avenue in Morton Grove, Illinois (Site).

The following sections of this proposal present scope of services, estimated costs, schedule, and limitations.

BACKGROUND

The historical Site operations included the use of a 5,000 gallon heating oil UST prior to abandonment in 2001. The UST system was associated with a release which was reported in September 2000 upon detection of soil impact during pre-abandonment site assessment activities. The September 2000 assessment activities included the advancement of soil borings and collection of soil samples in the vicinity of the tank per Illinois Office of the State Fire Marshal (OSFM) requirements prior to abandonment of the tank. Based on the pre-abandonment site assessment results, a release was reported to IEMA and Leaking UST (LUST) incident #2000-1760 was assigned to the Site. The incident received closure from the Illinois EPA LUST Program via issuance of a 57.5(g) Letter in December 2000.

A portion of the Site, generally described as the UST location and surrounding vicinity (Remediation Site), was subsequently enrolled within the voluntary Illinois EPA SRP and a focused NFR Letter was issued to the Remediation Site in April 2016. The issued NFR Letter



includes an engineered barrier requirement across the entire Remediation Site as a condition of closure. The existing NFR Letter was pursued by and issued to the previous Site owner. The Client subsequently acquired the Site in 2017 and has since conducted demolition and remedial activities. Based on redevelopment plans and the completed remedial activities, Client requested True North to re-evaluate of the existing NFR Letter, specifically the engineered barrier requirement.

The formerly abandoned 5,000 gallon heating oil UST was removed from the Site in December 2018. Concurrently, selective soils identified during the pre-abandonment assessment as contaminated and located within the engineered barrier area were excavated and transported off-Site for disposal as a non-hazardous waste. Following removal of the former UST and selective soils, soil screening was performed and confirmation samples were collected by True North from the locations representing the highest potential of impact within the excavation from which the tank was removed. The results of the soil assessment conducted following these remedial activities indicate that impact attributable to the former heating oil UST does not exist at the Site. Therefore, obtaining an NFR Letter without an engineered barrier requirement may be pursued.

SCOPE OF SERVICES

Task I: Site Remediation Program – Consulting & Technical Reporting

True North shall assist the Client with enrolling the Site into the IEPA's SRP. This shall include preparing the Illinois EPA SRP DRM-1 enrollment form and required maps for submittal. Upon acceptance of the Site into the SRP and concurrence from the Illinois EPA, True North will prepare and submit the required SRP reports (Remedial Action Plan and Remedial Action Completion Report) in DRAFT form to the Client for review. Once approved by the Client, True North shall submit all reports to the IEPA for review and approval. Based on the existing information and environmental data, the engineered barrier requirement may be removed as a closure condition. Additionally, no other land use limitations or institutional controls appear necessary for issuance of NFR Letter. Therefore, True North shall prepare a combined Remedial Action Plan and Remedial Action Completion Report meeting the requirements of 35 IAC 740, "Site Remediation Program," 35 IAC 742, "Tiered Approach to Corrective Action Objectives," requesting issuance of a revised NFR letter from the Illinois EPA Site Remediation Program.

PROJECT COSTS

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



Service	Quantity	Units	Rate	Total
<i>Task 1: Site Remediation Program – Consulting & Technical Reporting</i>				
DRM-1 SRP Enrollment Application	1	LS	Included	Included
DRM-1 SRP Enrollment Application Fee (if requested) ¹	1	LS	\$550	TBD
SRP Technical Reports – RAP/RACR	1	LS	\$4,800	\$4,800
Project Management, Correspondences, Meetings	8 (est.)	HR	\$125	\$1,000
Total Estimated Cost				\$5,800.00

NOTES:

¹ If requested by the Client, True North can provide the enrollment application fee to the Illinois EPA. The cost of this fee if paid directly by the Client to the Illinois EPA is \$500.

Should the Owner 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 is attached for your review. 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

True North can commence activities to execute the above scope of work immediately upon project authorization. True North the SRP reporting shall be completed within four weeks of authorization. An IEPA review period of up to 90 days for the combined SRP reports is anticipated.

LIMITATIONS & QUALIFICATIONS

This proposal does not include any additional work, inclusive of additional site investigation activities, remedial activities, and meeting/correspondence that may be required for Site closure through Illinois EPA. The proposed technical reporting identified herein is based on True North's experience and interpretation of current Illinois EPA SRP requirements. Additional technical reporting may be required by the Illinois EPA. This proposal does not include the cost of enrollment of the Site within the SRP, any additional reporting beyond the reports identified herein, correspondence, or sampling that may be required by the Illinois EPA for obtaining a revised NFR Letter.

This proposal does not include any permitting fees, review or NFR closure fees, or other fees



that may be assessed by local, State, or Federal government agencies during the performance of environmental work on-Site or documentation review.

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 Morton Grove-Niles Water Commission. Our Terms and Conditions are hereby incorporated as part of this agreement.

True North appreciates the opportunity to offer this proposal for Illinois EPA Site Remediation Program consulting and technical reporting services. If you have any questions, please contact me at 224-387-6063.

Regards,
TRUE NORTH CONSULTANTS, INC.

Ryan LaDieu, P.E.
President

True North Proposal # T18-010 is hereby accepted and the conditions attached and outlined herein agreed to:

CLIENT AUTHORIZATION	TRUE NORTH CONSULTANTS
By:	By: Ryan LaDieu
Signature:	Signature:
Date:	Date: February 2, 2018

SCHEDULE OF TERMS & CONDITIONS

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are an integral part of the attached proposal between True North Consultants, Inc. (True North) and the Client named in the attached proposal ("Client"). Client's acceptance of the proposal includes acceptance of the 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 this proposal, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing or orally, to commence performance in accordance with the proposal and the Terms.

2.0 WARRANTY

The 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 those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. 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 services are performed with skill and care. True North shall perform the services consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the services are performed. No other warranty, expressed or implied, is made.

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 contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from multiple sources.
- 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 accordance with our proposal.

4.0 SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel for True North to perform the work set forth in this Agreement. The Client will 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 this Agreement unless so specified in the Proposal. The 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 the 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.

5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment shall be due within 30 days of invoice date. If Client objects to all or any portion of any invoice, Client will 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, the balance as stated on the invoice will be paid. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent 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 attorney's fees) in connection with collection of any delinquent amount will be paid by the 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 this Agreement, without incurring liability to Client, after giving seven (7) days written notice to Client.

6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 Written Documents: Any letters, reports, or documents prepared by us for Client, are the instruments of our consulting and engineering services. These services provided by us are solely for Client's use for the project and site described in our proposal. Any documents prepared by us 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. The 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 service without True North's specific authorization to do so.
- 6.2 Electronic Files: The Client hereby grants permission for True North to use information and data provided by the Client, including electronic records produced or provided by the Client in the completion of the project. The 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.

7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by State 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 the Client desires additional coverage of this type, True North will, upon the Client's written request, obtain additional insurance (if possible) at the Client's expense. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

8.0 ALLOCATION OF RISK

- 8.1 Limitation of Liability: Client agrees to limit True North's liability to Client, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this Agreement whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this Agreement, to an aggregate limit of the amount of fees paid to True North under this Agreement, or \$50,000, whichever is greater. If Client prefers not to limit our professional liability to this sum, we shall 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 accepts our proposal. In the event Client makes a claim

SCHEDULE OF TERMS & CONDITIONS

against us for any act arising out of the performance of our professional services, and fails to prove such claim, then Client agrees to pay all legal and other costs incurred by us in defense of such claim.

- 8.2 **Waiver of Consequential Damages:** True North and Client agree to waive any claim against each other for consequential damages.
- 8.3 **Indemnification:** True North shall indemnify and hold harmless Client from and against any and all claims, damages, or liability arising from the negligent performance of services under this Agreement by True North, including injuries to employees of True North. Client shall defend, indemnify, and hold harmless True North from and against any and all claims, damages, or liability arising from or related to Hazardous Materials existing at the Project Site prior to the commencement of True North's services under this Agreement, unless caused by the sole negligence or willful misconduct of True North.
- 8.4 **Continuing Agreement:** The obligations of this section shall survive notwithstanding termination of this agreement. In the event that Client requests that True North provide additional services, Client's obligations under this section shall apply to such additional services as if such additional services had to be performed as part of this Agreement.

9.0 CHANGES

- 9.1 **Unforeseen Site Conditions:** Client reserves the right to make reasonable changes in the work to be performed after acceptance of this Agreement. Client understands that unforeseen site conditions may require changes in the Scope of Work to be performed.
- 9.2 **Unauthorized Changes:** If changes are made in True North's work products by Client or persons other than True North, and these changes affect our work, any and all liability against True North arising out of such changes is waived and Client assumes full responsibility for such changes unless Client has given us prior notice and have received from us 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 our subcontractors and shall provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. Client shall authorize the requested change by amending the contract price and contract time.

10.0 NOTIFICATION OF HAZARDS

It is Client's duty to 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 will 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 work, unless specifically outlined in our written scope of 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 will defend, indemnify, and hold harmless Consultant 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, except for damages arising from or caused by True North's sole negligence.

12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North does not assume, by virtue of performing work 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, we do 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 the proposal, our services or the report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that we 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 this 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 contractors 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 RESOLUTIONS

Any claims or disputes between the Client and True North arising out of the services provided by True North or out of this Agreement shall be submitted to non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The Client and True North agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance.

16.0 MISCELLANEOUS

- 16.1 **Controlling Law:** The law of the State of Illinois will govern the validity of these Terms, their interpretation and performance, as well as the contract entered into between the parties to which these Terms relate. If any part of this Agreement shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect as a separate contract and shall in no way be affected, impaired, or invalidated.
- 16.2 **Severability/Integration/Modification:** This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this Agreement. This Agreement may not be modified or altered, except by an Agreement in writing and signed by authorized representatives of both parties hereto, which specifically refers to this Agreement.
- 16.3 **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: January 19, 2015

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All CONSULTANT employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement

- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering CONSULTANT against all sums that CONSULTANT may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. MGNWC as Additional Insured. The MGNWC shall be named as an Additional Insured on all policies except for: Worker's Compensation and Professional Liability. Each such additional Insured endorsement shall identify the MGNWC as follows: The Morton Grove-Niles Water Commission, including its Board members and appointed officials, its officers, employees, agents, attorneys, Consultants, and representatives.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, John Pietron, Clerk of the Morton Grove-Niles Water Commission, Cook County, State of Illinois, certify that the attached and foregoing is a true and correct copy of that certain Resolution now on file in my office, entitled:

RESOLUTION NO. 18-37

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND TRUE NORTH CONSULTANTS INC. OF NAPERVILLE, ILLINOIS FOR ILLINOIS ENVIRONMENTAL PROTECTION AGENCY SITE REMEDIATION PROGRAM CONSULTING SERVICES FOR THE MGNWC PUMPING STATION SITE 7900 NAGLE AVENUE, MORTON GROVE, ILLINOIS

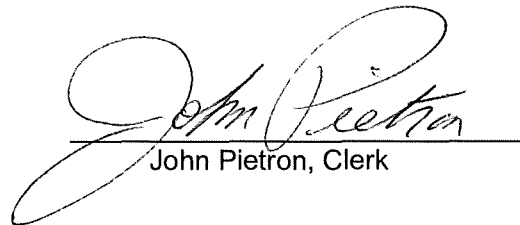
which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting held on the 1st day of March 2018, at which meeting a quorum was present.

I further certify that the vote on the question of the passage of said Resolution by the Board of Commissioners of the Morton Grove-Niles Water Commission was taken by Ayes and Nays and recorded in the minutes of the Board of Commissioners of the Morton Grove-Niles Water Commission, and that the result of said vote was as follows, to-wit:

- AYES:** John Pietron and Steven Vinezeano
- NAYS:** None
- ABSENT:** None (Cook County Appointee not appointed yet)

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 this 1st day of March 2018.


John Pietron, Clerk