

June 26, 2024

Bill McKenna, P.E.
Village Engineer
Village of Oak Park
201 South Boulevard
Oak Park, IL 60302

**Re: Village of Oak Park- 24-4
2025 Alley Improvements – Design Engineering**

Dear Mr. McKenna:

Hancock Engineering is pleased to submit our proposal for providing professional engineering services to the Village of Oak Park for the **2025 Alley Improvements**

Project Understanding

We understand that the Village of Oak Park is seeking a proposal for engineering services to perform Preliminary and Design Engineering for the 2025 Alley Program. We understand that the alleys to be included in the 2024 Alley Program are:

<u>Alley #</u>	<u>Cost Estimate</u>	<u>Type</u>	<u>Length</u>	<u>Funding</u>
114	\$169,000	Long	470	Traditional
114-N	\$144,000	Short	300	Traditional
120	\$205,000	Long	385	Traditional
120-N	\$136,000	Short	340	Traditional
158	\$248,000	Long	635	Traditional
434	\$262,000	Long	430	Traditional
525	\$276,000	Long	630	Traditional
546	\$340,000	Long	450	Traditional
546-N	\$182,000	Short	310	Traditional
594	\$108,000	Short	224	Traditional
303	\$102,000	Short	185	CDBG
303-E	\$85,000	Short	205	CDBG
458	\$113,000	Designed	235	CDBG
613	\$154,000	Short	350	CDBG
613-N	\$137,000	Short	325	CDBG

Additionally, the Village would like us to design the following four alleys for possible inclusion into the project:

433	\$256,000	Long	630	Traditional
586	\$216,000	Long	495	Traditional
304	\$178,000	Short	340	CDBG
304-N	\$85,000	Short	200	CDBG

We understand that the construction budget is assumed to be \$2,400,000. However, the total alleys to be designed (not including previously designed alley – 458) total \$3.3 M. Alleys that are designed as part of this program that are not able to be fit into the construction budget for 2025 will be postponed to following year's projects.

Project Approach

We have been fortunate enough to work with the Village of Oak Park on their Capital Improvement projects for the past seven years. These projects have provided us an opportunity to become accustomed with the expectations of the Village and the residents of Oak Park. Like most Villages, the Public Works staff at the Village of Oak Park is very busy. We understand that the Village is fully capable of providing the services outlined in this RFP and have done so in the past. However, it is also understood that the staff at PW is assigned a litany of other important tasks that they are expected to complete each day. To this end, **we plan to make a concerted effort to eliminate any undue burden on staff** concerning this project throughout the entire construction process.

The Village will be invited to be as involved as much as their schedule permits and as they desire, but we will be staffed to operate as a fully-functional independent unit, without the need to involve Village staff with every minute issue that is brought up by the Contractor.

Our proposed project team has completed significant work in Oak Park over the past few years and we believe we have a very good grasp on the expectations of the Village allowing us to competently act on behalf of Public Works.

2025 Alleys – Design Schedule

The following is our projected design and bidding schedule for the 2025 Alley Project.

<u>Engineering Task</u>	<u>Project Completion Date</u>
Kick-Off Meeting with Village	August 1, 2024
Begin Topographic Survey	August 15, 2024
Complete Survey	September 15, 2024
Complete Base Sheets	October 15, 2024
Submit 90% Plans to Oak Park	December 15, 2024
Receive Comments back	January 15, 2025
Submit Permits	January 15, 2025
Submit Final Plans to Oak Park	February 1, 2025
Advertise Bid	February 15, 2025
Bid Opening	March 1, 2025
Award Construction Contract	March 15, 2025
Begin Construction	April 1, 2025

Project Cost

The following is a break-down of estimated man-hours for the design engineering for the 2025 Alley Project:

	<u>Hours</u>			
	<u>Chris Baker</u>	<u>Eric Windsor</u>	<u>John Blake</u>	<u>CADD</u>
<u>2025 Design Services</u>				
Kick-Off Meeting	8	8	0	0
Topo (Assume 8 Hours Long, 4 short)	0	104	104	0
Utility Coordination	8	0	8	0
PESA Coordination	8	8	0	0
Base Drawings (18 Alleys)	0	0	0	144
Alley Sewer and Grading Design	36	36	144	0
Preparation of Plans	8	8	80	40
Quantity Take-Off	8	8	40	0
Estimate of Costs	8	8	16	0
Specifications	8	8	48	0
Initial Submittal to Oak Park	16	40	80	120
Final Submittal to Oak Park	8	20	80	80
Permitting	16	8	8	8
Coordination and Meetings	40	40	40	0
Bid Engineering	16	20	4	0
Total Hancock Engineering Cost:				\$197,880.00
PIP Evaluations and Pavement Cores:				\$22,725.00
Contingency for Additional Soil Testing:				\$25,000.00
Total 2025 Design Costs:				\$245,605.00

We appreciate the opportunity to provide this proposal to the Village of Oak Park for the 2025 Alley Improvement projects. If you should have any questions, please feel free to call myself or Chris Baker.

Very truly yours,

EDWIN HANCOCK ENGINEERING CO.

Derek Treichel, P.E.
President

Enclosures

Hourly Rates

PERSONNEL CLASSIFICATION	(Team Members)	2024 BILLING RATE
ENGINEER – VI	(Baker)	\$160.00
ENGINEER – V		\$145.00
ENGINEER – IV		\$135.00
ENGINEER – III	(Blake)	\$127.00
ENGINEER – II		\$117.00
ENGINEER – I		\$105.00
ENGINEERING TECHNICIAN – V	(Windsor)	\$134.00
ENGINEERING TECHNICIAN – IV		\$124.00
ENGINEERING TECHNICIAN – III		\$92.00
ENGINEERING TECHNICIAN – II		\$73.00
ENGINEERING TECHNICIAN – I		\$48.00
CAD MANAGER		\$128.00
CAD - II		\$108.00
CAD – I		\$93.00
ADMINISTRATIVE		\$65.00

*All hourly rates include costs for out-of-pocket expenses including mileage, tolls, photocopying, etc. and no additional compensation will be sought for these items. **Hancock Engineering has no hidden fees.***

Note: The Schedule of Hourly Rates are subject to change annually as of March 1st. The most current Schedule of Hourly Rates will be in effect at the date of service.



Trusted Partner. Leading Environmental Solutions.

True North Consultants, Inc.
1000 East Warrenville Road, Suite 140
Naperville IL 60563
(630) 717-2880
agraczyk@consulttruenorth.com

QUOTATION

Proposal Date:	6/27/2024
Proposal #:	P124-751

Client

Edwin Hancock Engineering Company
Chris Baker
9933 Roosevelt Road
Westchester, IL 60154

Project

PIP Evaluations & Pavement Cores
Village of Oak Park - 2025 Alleys
Various Locations
Oak Park, Illinois 60304

Description	Quantity	Units	Rate	Amount
Potentially Impacted Property (PIP) Review				
Site Visit	16	Hour(s)	\$105.00	\$1,680.00
Environmental Records and Database Search	19	Project	\$300.00	\$5,700.00
Associate Consultant - Reporting	57	Hour(s)	\$105.00	\$5,985.00
Drilling Contractor	1	Project	\$8,700.00	\$8,700.00
Principal Consultant - Report Review and QC	4	Hour(s)	\$165.00	\$660.00

Subtotal \$22,725.00

Total **\$22,725.00**

The scope of work for the Potentially Impacted Properties Evaluations will include a review of current Federal, State and local government records and databases to assist in the evaluation and identification of environmental conditions at properties adjoining the alleys. Reasonably ascertainable historical information will be reviewed to determine historical operations of adjacent properties. A site walk will be performed to inspect the existing conditions, obtain any pertinent field data, observe physical characteristics of the alley, identify current operations, and observe surrounding property conditions and operations. An evaluation documenting the activities and results of the reconnaissance activities will be prepared and recommendations concerning further assessment will be provided. True North will subcontract an environmental drilling contractor to advance two (2) pavement cores in each alley, and provide a pavement core report.

Authorization to Proceed

1. The hereby agree to the proposed scope, schedule and fees set forth within.
2. The attached terms and conditions are an integral part of this agreement.
3. Upon execution, this document represents a binding authorization to proceed.

Client Acceptance (sign below):

Print Name _____ Signature: _____ Date: _____

Thank You For Your Business!

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, Proposal or Quotation (collectively, "Agreement") between True North Consultants, Inc. ("True North") and the Client named below ("Client"). Client's acceptance of this Agreement is indicated and acknowledged by the signature of its authorized representative below and on the attached Proposal or Quotation. Any additional terms and conditions proposed by Client are objected to and will not be binding upon True North unless specifically assented to in writing by True North's authorized representative. The Consulting Services provided under this Agreement are not of a legal nature, and True North shall in no event give, or be required to give, any legal advice or legal representation to Client. This Agreement shall not create any rights or benefits to parties other than Client or True North. In the event of a conflict between these Terms and the Proposal or Quotation, these Terms 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 to True North of such breach within seven (7) days of knowledge of same.
- 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 certain services ancillary to the Consulting Services hereunder, including but not limited to subsurface drilling, excavations and other explorations, laboratory services, surveys, etc., based on oral or written competitive prices. The subcontractors' invoices shall be billed by True North to Client in accordance with the Agreement. Nothing in this Section 3 shall require that subcontractor 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 to Client 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. 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 Proposal.
- 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 site 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. Client's payment obligations herein shall not be conditioned on receipt of funds from any third party, including but not limited to insurance carriers, nor assigned to any other party without prior written consent of True North.

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 ("Instruments of Service") and shall remain the sole property of True North until Client has made full payment therefore to True North. The Consulting Services provided by True North are solely for Client's use for the Project and site. Any Instruments of Service 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 (including costs of defense) 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 Client shall inform True North of any specific third parties or types of third parties that Client believes may ask to rely on True North's Instruments of Service (such parties hereinafter "Authorized Third Parties"), and Client shall not under any circumstances permit such reliance except with True North's express written consent. True North may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including, without limitation, any provision limiting True North's liability hereunder, (ii) use such information only for the purposes contemplated by True North in performing its Consulting Services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced as part of the Instruments of Service.
- 6.3 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 Client's Authorized Third-Parties as required in the execution of the Project.
- 6.4 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. Upon request of Client and payment of additional compensation, True North may agree to retain records for a longer time period.

7.0 INSURANCE

True North maintains the following insurance coverages: Workmen's Compensation and Auto, as required by applicable law; Commercial General Liability with limits of \$2,000,000 per occurrence and in the aggregate; Pollution Liability with limits of \$2,000,000 per occurrence and in the aggregate; Umbrella with limits of \$6,000,000. True North will furnish certificates of such insurance upon request. In the event Client desires additional insurance coverages or limits, True North may, 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. 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 attorney's fees and other costs incurred by True North in defense of such claim.
- 8.2 Mutual 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: i) a breach by Client of its obligations hereunder; ii) Client's violation of any applicable federal, state or local laws or regulations; iii) the act or omission or willful misconduct of Client or anyone acting under Client's direction or control. True North shall indemnify, defend and hold harmless Client 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: i) a breach by True North of its obligations hereunder; ii) True North's violation of any applicable federal, state or local laws or regulations; iii) the act or omission or willful misconduct of True North or anyone acting under its direction or control.

9.0 CHANGE ORDERS

- 9.1 Client and/or True North shall have the right to modify the scope of Consulting Services, specifications and time requirements set forth in the Proposal, along with an equitable adjustment of the cost and fees for such Consulting Services, as deemed appropriate and agreed to by the Parties hereto. Such modification of Consulting Services shall be in writing, attached hereto and incorporated by reference ("Change Order"). Any requests by Client for deviations from the Consulting Services specified in the Proposal involving increased time, costs or expenses to True North shall be performed only upon execution of a Change Order.

10.0 SAFETY/NOTIFICATION OF HAZARDS

Client shall be obligated to notify True North of any applicable site safety procedures or requirements known to Client, as well as 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(s) where Consulting Services will be performed. 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(s) which might present a threat to human health and safety or the environment or impact True North's performance of Consulting Services. True North shall not have any responsibility for the safety of others at the site(s) and Client shall remain responsible and with full authority to take corrective measures to address any safety or hazardous conditions at the site(s). If in True North's opinion, its field personnel are unable to access required locations or perform Consulting Services due to unsafe or hazardous conditions, True North will suspend performance of the Consulting Services until such conditions are addressed by Client, or terminate this Agreement in accordance with Section 15 herein, in which event Client shall pay for suspension and termination expenses in accordance with this Agreement.

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 or concealed at any structure. Client agrees that True North will have no liability for any claim, of whatever kind or nature, alleged to arise from or be caused by the presence of or exposure to any biological pollutants, in or around or concealed at 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 or concealed at 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 this Agreement, True North's Consulting Services or any Instruments of Service, 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/CERCLA COMPLIANCE

Nothing contained in these Terms or the Agreement shall be construed or interpreted as requiring True North to assume the status of a operator, arranger, generator, storer, treater, transporter, or disposal facility within the meaning of the Comprehensive Environmental Compensation and Liability Act, 42 U.S.C.A. 9601, et seq., or the Resource Conservation and Recovery Act, 42 U.S.C.A. 6901, et seq., 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 and set forth in an agreed upon Change Order. For purposes of this Agreement, such circumstances include, but are not limited to: unusual weather; floods; epidemics; wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability (despite reasonable diligence) to supply personnel, equipment, or material to the project; or the action or inaction of government. Should such circumstances transpire, Client and True North shall exert a best effort to overcome the resulting difficulties and resume performance of the Services as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

15.0 TERMINATION

Client may terminate this Agreement for convenience without penalty, by providing written notice to True North. Client or True North may terminate the Agreement for cause. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which Party effects termination or the cause thereof, Client shall, within thirty (30) calendar days from receipt of True North's termination invoice, pay True North's fees for Services satisfactorily rendered and costs incurred, in accordance with the applicable Fee Schedule. Client shall pay True North for costs reasonably stemming from termination and post-termination activities including, but not limited to, demobilization, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.



16.0 DISPUTE RESOLUTION; CHOICE OF FORUM

If any claims or disputes arise between Client and True North related to the Consulting Services provided by True North or out of or related to this Agreement, the parties shall endeavor to reach resolution through good faith direct discussions between representatives of the parties with authority to resolve the matter. If direct discussions do not result in resolution of the matter, the matter shall be submitted to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The cost of the mediation shall be shared equally by the parties, with each party responsible for its own legal or other costs. Any claims arising out of or relating to the 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. The prevailing party in any such litigation shall be entitled to recover its costs of defense, including reasonable attorneys' fees.

17.0 MISCELLANEOUS

- 17.1 Governing Law: These Terms and all matters arising out of, or related to, the 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.
- 17.2 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.
- 17.3 Entire Agreement: The terms contained in the attached Proposal 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 this Agreement or any part thereof shall be binding on True North unless agreed in writing by an authorized officer of True North.
- 17.4 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.
- 17.5 No Assignment: The rights and responsibilities of Client hereunder may not be assigned to any third-party without the written consent of True North.
- 17.6 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.
- 17.7 Notice: All notices, requests, demands or claims hereunder shall be in writing. Any notice, request, demand or claim shall be deemed duly given if (and then 2 business days after) it is sent via registered or certified mail, return receipt requested, postage prepaid, and addressed to the designated address of the respective Party. Notice shall be deemed given upon receipt of any notice served personally, via email with receipt of delivery or via express courier with receipt of delivery.
- 17.8 True North shall not be obligated to begin the performance of the Consulting Services until the Proposal and these Terms and Conditions are signed by Client.

IN WITNESS WHEREOF, the Client, by its duly authorized representative, has executed this Agreement which becomes effective on the date signed by Client's authorized officer or representative as shown below.

AGREED TO AND ACCEPTED BY:

CLIENT: _____
BY: _____
TITLE: _____
DATE: _____

END OF TERMS AND CONDITIONS
REVISED: April 2024