

CONTRACT NO. 2523-02240

(Purchase Order No. 70000347749)

CDBG DISASTER RECOVERY PROGRAM ACTION PLAN CONSULTING

for

DEPARTMENT OF PLANNING AND DEVELOPMENT

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**SECTION I**  
**AGREEMENT**

1. **Overview:**

Upon execution of this Contract by Cook County Office of the Chief Procurement Officer, Cook County accepts the Vendor's invoice (See Exhibit A) for Community Development Block Grant Disaster Recovery Program Action Plan Consulting.

2. **Scope of Work:** The Contractor has been selected to provide Community Development Block Grant Disaster Recovery Program Action Plan Consulting.

3. **Contract Value:** \$198,583.00

4. **Contract Term:** Contract shall be effective for one year beginning February 24, 2025 through February 23, 2026.

5. **Vendor Information:**

Vendor name: ICF Incorporated, L.L.C. ("Consultant" or "Contractor")  
Address: 1902 Reston Metro Plaza  
Reston, VA 20190  
Telephone: (737) 320-6186  
Contact person: Cecilia Allen  
E-Mail: [Cecilia.allen@icf.com](mailto:Cecilia.allen@icf.com)

6. **Exhibits:**

Exhibit A – Statement of Work and Schedule of Compensation  
Exhibit B – Certificate of Insurance

7. **Proposal:**

Contractor has reviewed the Statement of Work and General Conditions and has familiarized itself with all of the conditions under which it must be carried out and understands that by this agreement it waives all right to plead any misunderstanding regarding the same.

**SECTION II**  
**GENERAL CONDITIONS**

**GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

**GC-02 INDEMNIFICATION**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly from or attributable to any third-party claims arising out of or incident to Contractor or its officers, agents, employees, contractors, subcontractors, licensees, or invitees (1) negligent or more culpable acts or omissions, or (2) any claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County by Consultant or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right. The Contractor expressly understands and agrees that any insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided. The County shall provide prompt notice of any claim and allow the Contractor to control the defense and settlement of the claim, provided that the settlement is monetary and does not include any admission of wrongdoing or fault by the County or any other obligations for the County. The County shall provide reasonable cooperation in the defense of the claim at Contractor's expense.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR STRICT LIABILITY.

**GC-03 INSPECTION AND RESPONSIBILITY**

The County shall have a right to inspect and approve any Contract deliverables and the quality and standards of all completed work furnished under this Contract based on the specifications within the Contract, statement of work, and Section GC-14 herein. Contract services or deliverables not complying herewith may be rejected by the Chief Procurement Officer and/or the Using Agency and shall be replaced and/or re-performed by the Contractor at no cost to the County if the deliverables do not meet the warranties identified in Section GC-14 and the specifications provided in the relevant statement of work.

**GC-04 PAYMENT TO CONTRACTORS**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices

for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

**GC-05 INSURANCE REQUIREMENTS**

Contractor shall maintain for the duration of this contract a policy or policies of insurance with coverage and limits adequate to satisfy all claims and liabilities which could arise because of the performance of the Contract, including but not limited to, Commercial General Liability Insurance and any liability Contractor may incur resulting from indemnification obligations as stated in GC-02 Indemnification. The insurance shall be commensurate with the usual and customary industry practices for similarly situated businesses. Contractor shall comply with applicable laws governing workers' compensation and mandatory insurance for vehicles. The County reserves the right to request a certificate of insurance at any time.

I. Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

II. Coverages

a. Workers Compensation Insurance. Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
  - \$100,000 each Accident
  - \$100,000 each Employee
  - \$100,000 Policy Limit for Disease

b. Commercial General Liability Insurance. The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover claims for injuries to persons or damage to property which may arise from or in connection with products or materials supplied to Cook County.

Each Occurrence - \$1,000,000 General Aggregate – \$2,000,000

The General Liability policy shall include the following coverages:

- i. All premises and operations;
- ii. Contractual Liability;
- iii. Products/Completed Operations;
- iv. Severability of interest/separation of insureds clause

c. Commercial Automobile Liability Insurance. When any motor vehicles are used in connection with this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

III. Additional requirements

a. Additional Insured. The Commercial General Liability policy shall name Cook County, its officials, employees and agents as additional insureds on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it.

b. Qualification of Insurers. All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

c. Insurance Notices. Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

d. Waiver of Subordination Endorsements. All insurance policies must contain Waiver of Subrogation Endorsement in favor of Cook County.

**GC-06 TAXES**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**GC-07 CONTRACT AMENDMENTS**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing. No Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

**GC-08 DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be subject to this GC-08. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. Within thirty (30) days of receiving a response from the party complained against, the Chief Procurement Officer will reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Using Agency. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, With the exception of late payments which are not related to performance disputes, claimed by the County as damages, or otherwise withheld in accordance with the Contract, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**GC-09 DELAYS**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

**GC-10 COMPLIANCE WITH LAWS**

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

**GC-11 DEFAULT**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, unless such timeframe is extended by the Chief Procurement Officer, setting forth the nature of such breach.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to perform any material obligation under the Contract;
2. Failure to perform under the Contract with sufficient qualified personnel;
3. Failure to perform the Services in accordance with the specifications, including any applicable performance deadlines, identified within the scope of work;
4. Refusal to perform services deemed to be defective or unsuitable; or
5. Any other material breach of any term or condition of the Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

**GC-12 REMEDIES**

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies at law or equity.

**GC-13 TERMINATION FOR CONVENIENCE**

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

**GC-14 GUARANTEES AND WARRANTIES**

The Contractor agrees that the Contract services to be furnished shall be performed utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. THE WARRANTIES SET FORTH IN THIS CONTRACT, INCLUDING THIS SECTION GC-14 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Unless specifically set forth in this Contract, in no event does Contractor have any obligation for:

- a. The correctness and completeness of any document which is prepared by another entity (excluding Contractor or any subcontractor or other party retained by Contractor) and used by, or relied upon, by Contractor at County's request, including deeds, plats, maps, and other information filed with or published by any governmental or quasi-governmental entity. Contractor is not responsible for any errors or omissions or additional costs for reliance on such information,
- b. Favorable or timely comment or action by any governmental entity on the review of deliverables or other requests or documents of any nature, whatsoever.

- c. Site safety or construction quality, means and methods or sequences.
- d. The correctness of any geotechnical services performed by others.
- e. Services shall not be construed as providing legal, accounting, or insurance services.

**GC-15            AUDIT; EXAMINATION OF RECORDS**

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

**GC-16            GOVERNING LAW**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**GC-17            COOPERATION WITH INSPECTOR GENERAL**

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

**GC-18            WAIVER**

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified term or provision.

**GC-19            ENTIRE CONTRACT**

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

**GC-20 FEDERAL CLAUSES**

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

- (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
- (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
  - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof. The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the

Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

9. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

10. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

11. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

12. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

13. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

14. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

15. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

16. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

18. Davis-Bacon Act, as amended ((40 U.S.C. 3141-3148)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

19. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

20. Rights to Inventions Made Under a Contract or Agreement  
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
21. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)  
Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
22. Debarment and Suspension (E.O.s 12549 and 12689)  
No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
23. DHS Seal, Logo, and Flags  
Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
24. No Obligation by Federal Government  
The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.
25. Coronavirus Relief Fund  
All amounts paid from the Coronavirus Relief Fund ("Fund") are subject to the restrictions set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

**EXECUTION**

Office of the Chief Procurement Officer

ICF Incorporated, L.L.C.

**Raffi Sarrafian**  
Digitally signed by Raffi Sarrafian  
Date: 2025.03.28 14:05:47 -05'00'

*Cara M. Small*

3/27/2025

Raffi Sarrafian, Chief Procurement Officer      Date

Authorized Signature      Date

Printed Name: Cara M. Small

Title: Senior Manager, Contracts

**EXHIBIT A**  
**STATEMENT OF WORK AND SCHEDULE OF COMPENSATION**



FEBRUARY 17, 2025

VOLUME I. TECHNICAL PROPOSAL | SCOPE OF WORK

→ **Community Development Block Grant  
(CDBG) Program Disaster Recovery Funding  
Consultant**

Submitted to:

Cook County Planning and  
Development  
69 West Washington  
Chicago, IL 60602

**Susan Campbell**

Director

312.603.1000

[Susan.Campbell@cookcountyil.gov](mailto:Susan.Campbell@cookcountyil.gov)

Submitted by:

**ICF Incorporated, L.L.C.**

1902 Reston Metro Plaza

Reston, VA 20190

703.934.3000

**Cecilia Allen**

Contract Manager

737.320.6186

[Cecilia.Allen@icf.com](mailto:Cecilia.Allen@icf.com)



This proposal includes data that shall not be disclosed outside Cook County (the "County") and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in conjunction with—the submission of these data, the County shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the County's right to use information contained in these data if it is obtained from another source without restriction.



February 17, 2025

Susan Campbell  
Cook County Planning and Development  
69 West Washington  
Chicago, IL 60602  
Susan.Campbell@cookcountyil.gov

Subject: 2023 CDBG-DR Action Plan and Technical Assistance Scope of Work Request

Dear Ms. Campbell:

ICF Incorporated, L.L.C. (ICF) is pleased to submit the enclosed proposal in response to Cook County Planning and Development's ("the County") request for a scope of work and pricing details to draft their 2023 Community Development Block Grant – Disaster Recovery Action Plan.

For all inquiries, requests, or clarifications regarding our submission, please include the following individuals:

Lasonta Davenport Senior Grants Manager, Disaster Management	Phone: 225-921-1762 Email: lasonta.davenport@icf.com
Cecilia Allen Contract Manager	Phone: 737-320-6186 Email: cecilia.allen@icf.com

ICF's quote remains valid for a period of 60 days from date of submission. ICF retains the right to extend its offer or revise its proposal at the end of the 60-day period.

Thank you for the opportunity to support the County. We look forward to hearing from you regarding the status of our quote.

Sincerely,

*Cara M. Small*

Cara M. Small  
Senior Manager, Contracts



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## Introduction

Floods from 2023 and 2024 resulted in parts of Cook County (“the County”) being impacted by severe storms, tornadoes and flooding. Through Federal Register Notice (FRN) 90 FR 10, Cook County received an appropriation of \$244,162,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) funding from the U.S. Department of Housing and Urban Development (HUD).

HUD recently published the Universal Notice that outlines the requirements for CDBG-DR funding after a qualifying presidential disaster declaration. This notice provides guidance on the process and requirements of using CDBG-DR funding. ICF will collaborate with the County to develop the Public Action Plan for the 2023 Severe Storms, Tornadoes and Flooding and any following amendments; create program policies and documents; and provide technical assistance to the County throughout the program lifecycles, as requested by the County.

To match strong nationwide expertise with local perspectives, ICF has partnered with Metro Strategies Group, LLC (“Metro Strategies”), a WBE and DBE certified small business proud to work with government agencies as well as private and non-profit organizations to implement creative strategies for the issues that matter to them. Their team specializes in providing solutions around outreach and communications, policy research and best practices, funding and building consensus for projects. With a deep knowledge base spanning multiple industries from transportation and stormwater management to economic development and environmental issues, Metro Strategies tailors their approach to best meet clients’ needs and goals.

## Overall Methodology

Given the 90-calendar-day timeline from the Universal Notice publication to Action Plan submission, the approach must be accelerated and be inclusive of Work Plan approval, Action Plan writing, translation, and a 30-day public comment period. The Gantt chart, included later, makes clear how many days we are budgeting for each critical step to ensure timely completion. Presuming the County wishes to deliver a completed Action Plan to the HUD by April 21, our approach assumes feedback or approval of ICF’s proposed Work Plan from the County within 2 business days of delivery, and review of certain deliverables, like the Action Plan, to occur in segments as they are completed to give the County time to provide feedback in real time rather at the end of the process.

# 1. Task 1: Public Action Plan & Program Development

To ensure all County deadlines related to Action Plan development, certification submission, and citizen participation requirements are met, much of the work will proceed simultaneously, with the



teams coordinating their efforts to ensure a smooth, compliant outcome. This will make sure the County has adequate time for deliberation and review of critical decisions and draft materials, based on the timetables provided in the proposal.

## 1.1 Pre-Award Regulatory Support

### 1.1.1 Technical Assistance

Throughout the course of drafting the Action Plan and during additional requested technical assistance under this contract, ICF will provide ongoing technical assistance to the County. ICF recommends holding standing weekly or bi-weekly meetings with the County, adjusted to fit the current needs and activities.

### 1.1.2 Waiver Research and Development

ICF does not anticipate that the County will need to submit any waivers for this allocation because HUD integrated common grantee waiver requests into the FRN to reduce the number of one-off waiver requests. ICF will work with the County to determine the agency’s current or potential need for waivers to regulatory requirements so that the County may use its federal funds to meet the highest and greatest needs of its disaster-impacted communities and residents. Based on the nature of each potential waiver request, we will involve the appropriate support staff so that the County receives guidance and subject matter expertise necessary to make informed decisions.

Deliverables
Provide technical assistance with determining staffing needs based on the number of programs identified in the Public Action Plan and current capacity
Determine waivers necessary for grant and program implementation and draft waiver requests, as necessary

## 1.2 CDBG-DR Action Plan and Certifications

ICF will use the new HUD Action Plan template and checklists provided under the Universal Notice to align each section of the Public Action Plan and certifications and implementation plan (if updated and necessary) with the checklist requirements.

ICF will work with the County to define each of the following components of the Action Plan by collecting additional data/information, validate remaining unmet need, establish priorities for eligible activities, and seek community input where possible.

- Unmet Needs Assessment:** ICF will work with the County to collect U.S. Federal Emergency Management Administration (FEMA) FEMA Individual Assistance (IA) and Public Assistance (PA) data, Small Business Administration (SBA) application and award data, insurance claim data, point-in time shelter data from , and various data form other sources to complete the required tables in the Action Plan, help inform how the County should prioritize its allocation and address the recovery needs of its communities in the Action Plan. Our unmet needs



assessment will be grounded in data and will consider input received from consultations with stakeholders such as state agencies, federal partners, local governments, local agencies, non-profits, and community groups who are active in the disaster-impacted areas.

- **Mitigation Needs Assessment:** As done in prior Action Plans, the mitigation needs assessment will be developed concurrently with the unmet needs assessment, using information and data from consultations with local governments, surveys, and state and local hazard mitigation plans. With out comprehensive understanding of the HUD FRN requirements and hazard mitigation risk assessments, our team can draft a risk assessment that will help the state make informed and impactful funding decisions about mitigation efforts with CDBG-DR and other leveraged funding sources.
- **Fair Housing and Civil Rights:** As part of the Action Plan, we will conduct a Fair Housing and Civil Rights assessment by collecting data on protected classes, including race, ethnicity, disability, and language needs. ICF will aggregate income, language, education, race and ethnicity demographics, and other social vulnerability information drawing from publicly available U.S. Census and social vulnerability data. Lastly, we will work with the County to identify how its use of CBG-DR funding is consistent with and in compliance with affirmatively furthering fair housing (AFFH) requirements.
- **Administrative/ Cross-Cutting Requirements:** The Universal Notice Action Plan Template provides a streamlined approach that focuses on items related to citizen participation and engagement with the Action Plan and the CDBG-DR programs.
- **Outreach:** With the current allocation, the County will need to hold two public hearings. ICF and Metro Strategies will work with the County and with community representatives (where possible) to increase awareness of and participation in the hearings. ICF recommends holding one in-person hearing and one virtual hearing to provide flexible options to community stakeholders. More details on this can be found in Section 1.4.
- **Citizen Participation and Language Access:** ICF and Metro Strategies will work with the County to update its existing Language Access Plan (LAP) and Citizen Participation Plan (CPP). ICF and Metro Strategies will ensure that the county policy can comply with HUD’s approach to meeting Limited English Proficiency (LEP) requirements.

ICF will set up a shared workspace (via SharePoint or the County’s preferred platform) so that multiple County staff can review sections of the Action Plan at once and provide feedback directly in the document. Once finalized, we will consolidate all sections, format, and edit the document before providing the County with the final version.

The County has a CPP that encourages all citizens to participate in Public Action Plan development. ICF and Metro Strategies will assist the County in updating and modifying the CPP to comply with all Consolidated Notice requirements, including outreach and engagement requirements like consulting with members of protected classes, vulnerable populations, and underserved communities impacted by the disaster, to ensure consistency of the Public Action Plan with applicable regional development plans.



### Deliverables

Review and update certifications

Provide a Public Action Plan development work plan and timeline

Draft the unmet needs assessment

Communication coordination with the County, their partners, and key stakeholders to ensure data is being requested and shared in a timely manner

Draft the mitigation needs assessment

Complete a draft Public Action Plan for Cook County review

Complete a draft of an updated Citizen Participation Plan

Pursuant to timelines required to meet the submission deadline published in the authorizing FRN, provide the final draft Public Action Plan incorporating Cook County comments for public comment in English (and other languages if determined necessary), ensuring all documents meet the Americans with Disabilities Act (ADA) accessibility standards pursuant to Section 504 and 508 of the Rehabilitation Act

Pursuant to the timelines identified in the applicable FRN, provide the final Public Action Plan (with public comment incorporated) packaged for delivery to HUD

Finalize the document(s), incorporating HUD comments

Provide the final approved Public Action Plan for posting on the website in English (and other languages if determined necessary)

## 1.2.1 Action Plan Timeline

ICF will support the County in meeting the document submission deadlines outlined in accordance with the Allocation Announcement Notice, which has an applicability date of January 21, 2025. The Public Action Plan is due to HUD within 90 calendar days of the applicability date, which is April 21, 2025. The County may request an extension from HUD to provide the Public Action Plan, which will change the estimated delivery dates listed below.



**Exhibit 1. ICF’s Work Plan that starts after Contract Execution (CE) will help Cook County unlock funds from HUD faster.**

	1 Day after CE	3 Days after CE	1 week after CE	2 weeks after CE	3 weeks after CE	4 weeks after CE	5 weeks after CE	6 weeks after CE	7 weeks after CE	4/21/2025	6/5/2025
<b>Action Items</b>											
<b>Action Plan kickoff</b>											
Finalize Work Plan											
Confirm Communication and Engagement Plan County partners and other stakeholders											
<b>Action Plan draft development</b>											
Create Action Plan outline based on Universal Notice Template											
Draft Unmet and Mitigation Needs Assessments; coordination with municipalities and other stakeholders, including meetings if necessary											
Submit sections of Unmet and Mitigation Needs Assessments for County review as they are complete											
County reviews and approves final needs assessments											
Meet with County to design programs and address unmet needs											
Draft Action Plan programs											
Draft Waivers and Alternative Requirements & Data Sources											
<b>Action Items</b>											
<b>Action Plan draft development</b>											
County reviews Waivers and Alternative Requirements, Data Sources, and provides feedback											
Draft General Requirements section											
County reviews General Requirements section and provides feedback											
Compile all draft materials											
Submit final complete Action Plan draft to County for review											
Final approval of Action Plan draft											
Review and edits to Action Plan draft based on final review											
Editing, formatting, English Section 508 compliance											
Translation and Section 508 compliance											
<b>Public hearings and public comment period</b>											
Coordinate with County to develop presentations and content for public hearings and website for public comment period, locate venue, set date											
Approve final drafts of content for public hearings and website for public comment period											
Translate and Section 508 compliance for website content											
Submit Action Plan and website content to County for posting											
Post all materials to the website and announce public comment period											
Public comment period begins (minimum 30 days)											
Public hearings 1–2											
<b>Final Action Plan submission</b>											
Prepare responses to public comments											
Integrate public comment feedback into Action Plan											
Review/edits of full Action Plan											
Final approval of Action Plan											
Submit Action Plan and Implementation Plan to HUD											
Editing, formatting, English Section 508 compliance											
Translation and Section 508 compliance											
<b>HUD review period and post-HUD submission support</b>											
HUD review timeline (45 days)											
Respond to HUD comments and revise											

■ ICF and/or Collaborative ICF/County Action    ■ County Review and Feedback    ★ Critical Dates    ■ HUD Action



## 1.3 Certifications and Proficient Controls

### 1.3.1 Update Cook County Certifications of Proficient Controls

ICF will work with the County to gather all disaster recovery policies available. For policies and procedures that should exist and do not, ICF will draft those documents and work with County staff to review, incorporate changes and feedback, and approve them. For existing policies, ICF will work with County to update them to reflect current regulations as per the Consolidated Notice, 2 Code of Federal Regulations (CFR) 200, and 24 CFR 570. We will also hold meetings with County staff to discuss the appropriate processes to align with the policies. Once the policies and procedures have been organized, ICF will complete the required certifications, send to the County for review, amend for changes, and submit to the County for approval and submission to HUD. ICF has successfully submitted certification documentation for Texas; Missouri; the City of Columbia, SC; New Jersey; Hawaii County, HI; and American Samoa and will be looking for key things that may trigger concerns about “material weaknesses” for HUD to ensure a smooth process.

Deliverables
Review and update certifications, if needed
Review and update Implementation Plan, if needed
Provide technical assistance with determining staffing needs based on the number of programs identified in the Public Action Plan and current capacity

## 1.4 Community and Stakeholder Engagement

As a component of the CPP noted above, ICF and Metro Strategies will also review Cook County’s current Language Access Plan and provide an updated assessment of LEP in the county. With current data and more usable plans, the County will be able to provide documents and meaningful access to populations of the county previously unserved by these programs. Working with our local partners, ICF will identify languages for translation and interpretation services, as well as community leaders and organizations to generate the most meaningful public engagement.

ICF and Metro Strategies will gather public comments and feedback as they are received, maintain the comments in a centralized place, and work with the County to incorporate any changes prompted by public or stakeholder feedback into the programs and/or other relevant sections of the Action Plan. We will also work with the County to make the Action Plan and any subsequent amendments available to persons with disabilities and those with LEP. ICF and Metro Strategies will coordinate with the County to determine the most effective outreach strategies to engage stakeholders and residents in the affected communities and develop materials that will ensure their understanding of the County’s CDBG-DR funding plans.

ICF and Metro Strategies will hold a strategy session and work with the County to complete a collective review of both the communications needs across the county and the existing communications channels that can be leveraged for CDBG-DR engagement. We will help the



County develop tailored messaging for a range of audiences—including agency leadership; elected officials; the media; county and local agencies; and the public—to explain the CDBG–DR process and provide actionable ways for these audiences to engage with the County through public meetings to both inform the development of the Action Plan and provide comments on the draft plan.

Working with the County, we will prioritize efforts to reach those who are most vulnerable and most in need of recovery services. Additionally, all collateral developed for public comment or use in public forums will comply with any existing County style guides, be Section 508 compliant to meet ADA accessibility standards, and be translated in other languages as required. ICF and Metro Strategies will work with the County to identify stakeholder groups across the disaster areas who will provide valuable input on disaster recovery needs and concerns in their areas. By engaging with these stakeholders, the County will gain key insights into recovery needs and build partnerships with trusted community leaders who can serve as advocates for the County’s programs and amplifiers of its messages. We are ready to create a full range of materials such as fact sheets and flyers, email copy, and social media posts to support the County’s efforts.

As part of the Public Action Plan development process, the County is required to hold at least two public hearings (virtual or in person) to solicit public comment before the plan can be submitted to HUD for approval. Our team will work with the County to determine the most effective format for the public hearing and will work with the state to develop messaging and materials (e.g. signage, collateral, presentation templates) to promote the public hearing. To streamline the development process for meeting materials, ICF and Metro Strategies will leverage existing templates for meeting signage, sign-in sheets, and public comment forms that can be customized and branded for the County’s meetings.

Deliverables
Provide a four-step LEP process for each impacted jurisdiction to determine what (if any) languages other than English will be needed for all meetings and documents
Compile list of key organizations by county active in disaster recovery and mitigation
Deliver on-demand communications and messaging support, including the development of engagement materials
Establish a coordination team and stakeholder list
Provide logistical support and facilitation of public hearings

## 1.5 Assessment of Administrative Capacity

With the scale of physical and financial need from the 2023 and 2024 disasters, the County may need to increase staffing to manage the CDBG–DR programs. ICF will work with the County to identify potential gaps and find solutions to solve those gaps. ICF will review the County’s capabilities with regard to its financial and data coordination procedures, use of grant management systems, procurement processes, tracking of program performance and



expenditures, and review and approval processes. When necessary, ICF will work with the County to develop tailored TA on how to incorporate federal regulations and processes, applying best practices for grant management, and will provide ready-to-use tools and templates that can assist the County in grant management tasks.

Deliverables
Provide technical assistance with determining staffing needs based on the number of programs identified in the Public Action Plan and current capacity
Issue reports detailing the capacity of Cook County to administer CDBG-DR funding

## 1.6 Project Management and Coordination

ICF will work with Cook County to finalize the work plan and deliverable due dates. ICF will provide meeting notes and reports to Cook County detailing a summary of activities completed, deliverables submitted and anticipated deliverables.

Deliverables
Project status meetings and reports
Work plan inclusive of tasks, deliverables, and individual(s) assigned to lead or support the completion of each item
Ensure coordination with HUD, FEMA, other pertinent parties, when applicable

## 2. Task 2: As-Needed CDBG-DR Support

ICF also provides a wide range of services to HUD and FEMA grantees, ranging from grant making to grant closeout and everything in between. On a task order basis, as requested by the County, ICF is prepared to respond to additional requests to provide additional ongoing support.

Additional services include the following activities:

- In-depth training and knowledge transfer on HUD and federal cross-cutting regulations and requirements
- Substantial and Non-substantial Action Plan Amendments
- Develop program policies and procedures, including standard operating procedures, forms, and public-facing print and digital
- Technical review of applications
- Environmental review support for environmental clearances, inspections, and reporting
- Grant and subrecipient management support
- Turnkey Construction management and oversight
- Full-scale financial management
- Turnkey system of record design and management, integrated with HUD’s Disaster Risk Recovery Grant Reporting (DRGR) system
- DRGR and reporting support



- FEMA Building Infrastructure for Resilient Communities (BRIC) application and implementation support

Examples of Potential Deliverables
Develop program policies, procedures, and materials
Develop and deliver trainings to Cook County staff on CDBG-DR fundamentals, cross cutting federal regulations, and program specific topics
Provide capacity building and technical assistance to Cook County staff to assist with grant and program implementation needs
Provide capacity building and technical assistance to Cook County staff to assist with financial management and data reporting
Attend applicant and/or Subrecipient meetings and office hours to provide technical assistance and support to the County and its Subrecipients
Complete substantial and non-substantial amendments as they are necessary following the process as outlined in the Citizen Participation Plan.
Draft the program design for unmet needs recovery and mitigation programs that is responsive to the needs assessment and all funding requirements
Provide technical assistance with development of any amendments to the Public Action Plan when or if applicable

### 3. Staff, Fee, & Assumptions

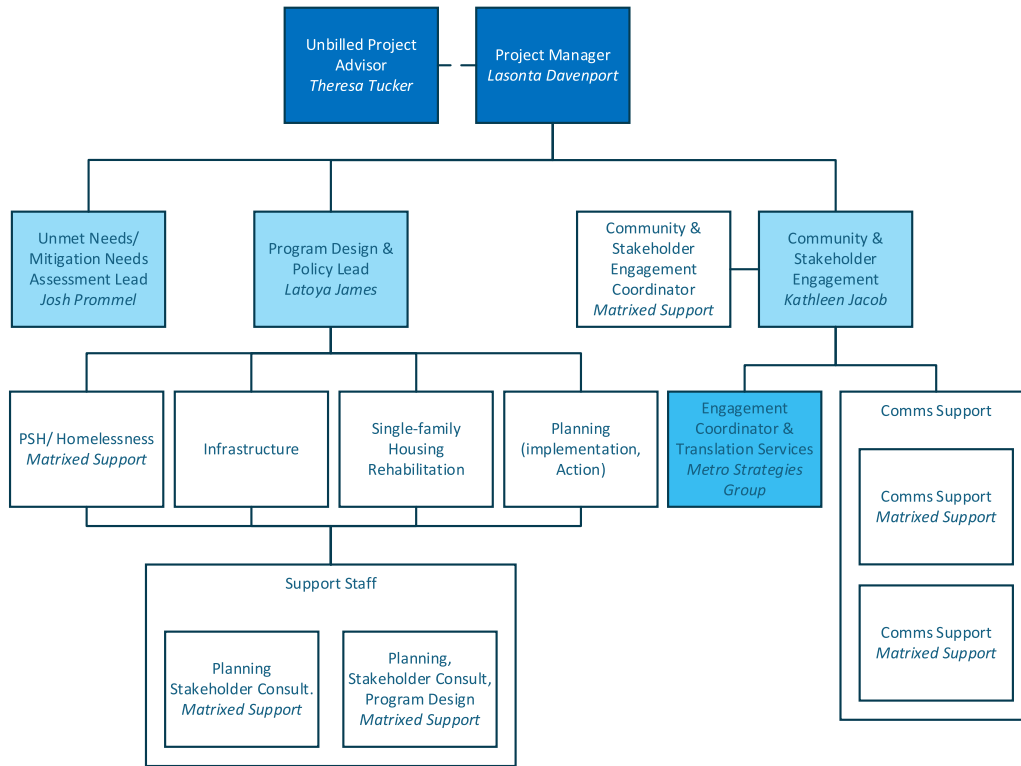
#### 3.1 Proposed Staff

Our proposed organizational structure for these services is shown below. Under the oversight of ICF’s Program Manager, Lasonta Davenport, who has over a decade of experience with HUD-funded Action Plan development, we are purposely proposing a diverse team of staff and partners to support the County’s needs.

The ICF Team brings unique experience supporting Action Plan work in disaster-stricken and disaster-prone areas. ICF’s qualifications and staff resumes will be provided upon request.



**Exhibit 2. ICF and Metro Strategies experts in Disaster Management and Communications professionals are ready to support Cook County.**



### 3.2 Proposed Fee

ICF’s proposed upper limit and level of effort for the above scope of services and Task 1 is **\$123,583**:

**Task 1 Action Plan & Program Development**

Labor Category	Hourly Rate	Estimated Hours	Total Estimated Cost
Project Manager	\$151	140	\$21,140
Needs Assessment Lead	\$110	120	\$13,200
Program Design & Policy Lead	\$154	140	\$21,560
Program Design & Policy Support	\$165	60	\$9,900
Community & Stakeholder Engagement Lead	\$172	60	\$10,320
Community & Stakeholder Engagement Coordinator	\$84	45	\$3,780
Community & Stakeholder Engagement Support	\$65	45	\$2,925
<b>ICF Labor Total</b>		<b>610</b>	<b>\$82,825</b>
<b>Subcontractor Labor</b>			
Metro Strategies – Senior Communications Manager	\$159	55	\$8,745
Metro Strategies – Senior Project Manager	\$153	55	\$8,415
<b>Subcontractor Labor Total</b>		<b>110</b>	<b>\$17,160</b>
<b>ODC Totals</b>			<b>\$1,170</b>



### Task 1 Translation Estimate

Name	Hourly Rate	Hours	Total Cost
<b>UNO Translation Services</b>	<b>\$84</b>	<b>267</b>	<b>\$22,428</b>

### Task 1 Total

<b>ESTIMATED TOTAL</b>	<b>\$123,583</b>
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ICF’s allocation of effort by labor category for Task 1 above reflects our best estimate for completing the services. ICF reserves the right to reallocate the hours across activities within Task 1 to complete contracted work in the most efficient manner within the overall contract ceiling.

For Task 2, support will be billed on an as-needed Task Order basis, at the hourly rates included in the table below.

### Task 2 Labor Categories & Rates

Labor Category	Hourly Rates
Regulatory SME	\$169
Regulatory Support	\$84
Program & Process SME	\$150
Program & Process Support	\$110
Application SME	\$141
Application Support	\$93
Environmental SME	\$196
Environmental Support	\$107
Grant Management SME	\$157
Grant Management Support	\$84
Construction SME	\$188
Financial & Reporting SME	\$166
Financial & Reporting Support	\$90
Mitigation SME	\$177
Mitigation Support	\$82
Project Manager	\$151

## 3.3 Contract Type

ICF’s proposal is based on invoicing and payment on a time and materials basis.

## 3.4 Period of Performance

The proposed period of performance is 12 months from the initiation of the project. ICF assumes a start date of 2/18/2025 and end date of 2/18/2026.



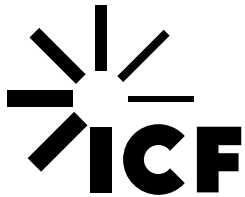
### 3.5 Validity

ICF's price proposal will remain in effect for a period of 60 days from the date of submission. ICF reserves the right to extend its offer or to revise its proposal at the end of the 60-day period.

### 3.6 Assumptions

ICF's proposal is predicated on the following additional assumptions and clarifications. Although these assumptions and clarifications frame our response, it is ICF's practice to partner with our customers and resolve issues in a prompt manner that is beneficial to both parties:

- ICF provides its services on a non-exclusive basis and reserves the right to perform similar services for other clients.
- ICF assumes that this proposal will be incorporated by reference in any resultant award.
- If, in the course of executing the project, the scope and schedule of the requirement materially change, ICF reserves the right to amend its offer.
- ICF assumes the flexibility to reallocate hours between the various labor categories listed in the cost table above in order to effectively complete this scope of work within the total budget.
- The proposed rates are effective for 12-months following the date of contract execution. Beyond the 12-month effective period, ICF assumes an escalation of 3.75%.
- The County will provide or assist ICF in gaining access to FEMA and SBA data related to the 2023-2024 disasters.
- Two (2) public hearings will be held for the Action Plan, one (1) in-person meeting and one (1) virtual meeting.
- Substantial Action Plan Amendments are not assumed necessary at this time and are not included in Task 1. These amendments may be completed as part of Task 2, if required.
- Work will be conducted virtually. Travel beyond public meeting attendance by local team members is not included.
- Technical Assistance included within Task 1 is related strictly to the development of a HUD-approved Action Plan; additional technical assistance could be conducted if requested under Task 2.
- Translation costs for the Action Plan assume translation into a single language using a "rush" rate for a document approximately 200 pages in length.




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**icf.com**

 <https://twitter.com/ICF>

 [linkedin.com/company/icf-international](https://www.linkedin.com/company/icf-international)

 [facebook.com/ThisIsICF](https://www.facebook.com/ThisIsICF)

 [#thisisicf](https://www.instagram.com/thisisicf)

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**EXHIBIT B**  
**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> ICF Incorporated LLC 1902 Reston Metro Plaza Reston VA 20190 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Great Northern Insurance Co.		20303
	INSURER B: ACE American Insurance Company		22667
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 57011244960**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prod/Comp Ops Incl.  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	35812409 Package - Domestic	07/01/2024	07/01/2025	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7352-29-55 Automobile - All States	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY ( Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	2571754337 Workers Compensation	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 57011244960

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Re: Contract No. 2523-02240 CDBG Disaster Recovery Program Action Plan Consulting

Cook County, its officials, employees and agents are included as Additional Insureds, as their interests may appear as respects to General Liability and Automobile Liability.

Where additional Insured status is granted and subject to the standard terms and conditions of the individual policies, coverage is Primary and Non-Contributory.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Cook County Attn: Edmund.Rendon@cookcountyil.gov 69 West Washington Chicago, IL 60602 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED ICF Incorporated LLC	
POLICY NUMBER See Certificate Number: 570111244960			
CARRIER See Certificate Number: 570111244960	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

As respects General Liability, Automobile Liability and workers' Compensation A waiver of subrogation is included, but only to the extent permitted by law.

Should any of the policies be cancelled prior to the expiration date thereof, notice of cancellation shall be provided in accordance with the policy provisions, which shall not be less than thirty (30) days' notice except for non-payment of premium which shall not be less than ten (10) days' notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>	ICF INTERNATIONAL, INC. ICF INCORPORATED, LLC
<b>Endorsement Effective Date:</b>	03/06/2025

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>	"ANY PERSON OR ORGANIZATION AS REQUIRED BY INSURED CONTRACT".  Cook County, its officials, employees and agents
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**Endorsement**

<i>Policy Period</i>	JULY 1, 2024 TO JULY 1, 2025
<i>Effective Date</i>	JULY 1, 2024
<i>Policy Number</i>	3581-24-09 DTO
<i>Insured</i>	ICF INTERNATIONAL, INC. ICF INCORPORATED, LLC
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	MARCH 4, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

**Who Is An Insured**

**Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

**Liability Endorsement**  
*(continued)*

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

Cook County, its officials, employees and agents

All other terms and conditions remain unchanged.

**Authorized Representative**



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## **Conditions**

*(continued)*

### ***Transfer Or Waiver Of Rights Of Recovery Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

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**Workers' Compensation and Employers' Liability Policy**

Named Insured ICF INTERNATIONAL INC. 1902 RESTON METRO PLAZA	Endorsement Number
	Policy Number Symbol: RWC    Number: (24)7175-43-37
Policy Period 07-01-2024 <b>TO</b> 07-01-2025	Effective Date of Endorsement 03-04-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

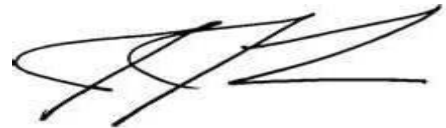
ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



\_\_\_\_\_  
Authorized Agent

Cook County, its officials, employees and agents