PROFESSIONAL SERVICES AGREEMENT

Preliminary Engineering Services and Preparation of a Phase I Study Various Various (Task Orders)

BETWEEN

COOK COUNTY GOVERNMENT

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

AND

HR GREEN, INC.

Contract No. 2561-03172A

Section No. 25-6PESV-03ES

PURCHASE ORDER NO.70000399333

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 3 Key Personnel
Exhibit 4 Schedule of Compensation
Exhibit 5 Minority and Women Owned Business Enterprise Commitment
Exhibit 6 Evidence of Insurance
Exhibit 7 Identification of Subconsultants
Exhibit 8 Economic Disclosure Statement and Execution Document

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and HR Green, Inc. , doing business as a(an) Corporation of the State of Iowa hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on March 12, 2026 , as evidenced by Board Authorization letter attached hereto as EXHIBIT "1".

BACKGROUND

The County of Cook issued a Request for Qualifications "RFQ" for* Preliminary Engineering Services and Preparation of Phase I Study - Various Various (Task Orders)**. ***Submittals were evaluated in accordance with the evaluation criteria published in the RFQ. The Consultant was selected based on the submittal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1 Board Authorization
Exhibit 2 Scope of Services
Exhibit 3 Key Personnel
Exhibit 4 Schedule of Compensation
Exhibit 5 Minority and Women Owned Business Enterprise Commitment
Exhibit 6 Evidence of Insurance
Exhibit 7 Identification of Subconsultants
Exhibit 8 Economic Disclosure Statement and Execution Document

d) Order of Precedence

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

1. Exhibit 2 Scope of Services
2. Exhibit 4 Schedule of Compensation
3. Exhibit 5 Minority and Women Owned Business Enterprise Commitment
4. Exhibit 6 Evidence of Insurance
5. Exhibit 1 Board Authorization
6. Exhibit 7 Identification of Subcontractor/Supplier/Subconsultant Form
7. Exhibit 8 Economic Disclosure Statement and Execution Document

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 2, Scope of Services which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This

provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) **Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 3, Key Personnel.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women Owned Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 5. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

The Consultant, 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 Consultant's responsibility for payment of damages resulting from its operations under this Contract.

The Consultant shall require all Subcontractors to provide the insurance required in this Contract, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

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

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:

Employers' Liability coverage with a limit of
$1,000,000 each Accident
$1,000,000 each Employee
$1,000,000 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 bodily injury, personal injury and property damage.

Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Completed Operations Aggregate	$2,000,000

The General Liability policy shall include the following coverages:
(1) All premises and operations;
(2) Contractual Liability;
(3) Products/Completed Operations;
(4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**
When any vehicles are used in the performance of this contract, Consultant 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 $3,000,000 per accident.

(d) **Excess/Umbrella Liability**
Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: $1,000,000

(e) **Professional Liability (Errors & Omissions)**
The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than $1,000,000 per claim.

If any such policy is written on a claims-made form:
(1) The retroactive coverage date shall be no later than the effective date of this contract.
(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

Additional requirements

(a) **Additional Insured**
The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as

additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

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.

(b) **Insurance Notices**

The Consultant 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. The Consultant 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 the Consultant commences performance of its part of the work, the Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute Contract 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 the Consultant's obligations to obtain insurance pursuant to these insurance requirements.

(c) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, 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 or indirectly from or attributable to any claims arising out of or incident to the negligent, willful, or wanton

performance or nonperformance of the Contract by the Consultant, or the negligent, willful, or wanton acts or omissions of the officers, , employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, shall in no way limit the responsibility to indemnify the County as herein provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment,

hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant 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 Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant 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 compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein 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 Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/ Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other

than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on April 1, 2026 ("**Effective Date**") and continue until March 31, 2031 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 2. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 4 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, 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 Consultant 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. Consultant 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 Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant 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 Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 4, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 4 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify

Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) 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 deliverables, 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.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. 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. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The

decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.
Notwithstanding a dispute, Consultant 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.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, 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.

The Consultant 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 attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or

cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in

reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Consultant's reasonable

control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the Services for reasons within Consultant's reasonable control; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

v) Failure to comply with Article 7 in the performance of the Agreement.

vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default

Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;

ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

iv) The right to money damages;

v) The right to withhold all or any part of Consultant's compensation under this Agreement;

vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and

every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor’s claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even

no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or

iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a

prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

(a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

(b) the nature of the Services to be performed;

(c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;

(d) the general conditions which may in any way affect this Agreement or its performance;

(e) the compensation provisions of this Agreement; or

(f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it

might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) 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.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that the total cost of all such amendments does not increase the total amount of the Contract beyond $200,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount beyond $200,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising 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 Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant 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.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held

responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

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 Unites 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 adaptions 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. 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.

9. 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.

10. 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.

11. Contract Work Hours and Safety Standards Act
If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:
(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees

that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of $150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19. 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.

20. 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 Nonprocurement 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.

21. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Office Building
Department of Transportation and Highways
69 West Washington Street, Suite 2400
Chicago, Illinois 60602
Contract No. 2561-03172A
(Include contract numbers on all notices)
Attention: Superintendent

and

Cook County Chief Procurement Officer
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
Contract No. 2561-03172A
(Include contract numbers on all notices)
Attention: Chief Procurement Officer

If to Consultant: HR Green, Inc.
2363 Sequoia Drive, Suite 101
Aurora, Illinois 60506
Contract No. 2561-03172A
(Include contract numbers on all notices)
Attention: Anthony P. Simmons, Regional Director, Principal

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Board Authorization

EXHIBIT 2

Scope of Services

A1.1 Administrative Tasks

The Consultant shall maintain a database to document and track the various tasks, deliverables, and budget issued under this contract. The consultant shall also be available for a weekly check-in call or in person meeting with the County to provide general status updates for tasks and/or the contract itself.

A1.2 Technical Tasks

This is a work order based contract. It is anticipated that some or all of the general services and tasks set forth below will be required for each assigned project. The County will assign the work orders on an as needed basis. The locations of the assignment will be throughout Cook County.

The scope of services may include but is not limited to new preliminary engineering studies for intersections, small roadway segments, roadway corridors, structures, multi-use paths; completing ongoing preliminary engineering studies and tasks; identifying and preparing applications for project funding. Phase I studies will be completed in accordance with policies from the County and the Illinois Department of Transportation (IDOT). These policies include and are not limited to Connecting Cook County: 2040 Long Range Transportation Plan, the IDOT Bureau of Local Roads and Streets Manual, the IDOT Bureau of Design and Environment Manual, the IDOT Bridge Manual, the IDOT Drainage Manual, AASHTO LRFD Bridge Design Specifications, Cook County's design guide for Complete Streets Policy – Cook County, IL, 2011, and other policies adopted by the County or IDOT. The Consultant must also perform these services in a manner which fulfills all criteria related to federal, state, and local grant funds as required.

The consultant's services and tasks may include, but are not limited to data collection; topographic survey services; preparation of base maps; geotechnical investigations; geometric studies; alternatives analysis; traffic studies; safety studies including crash analysis; traffic counts; traffic projections; traffic simulation modeling; capacity analysis including intersection design studies; Complete Streets analysis and reviews; preparation of Categorical Exclusion Project Development Reports, Environmental Assessments, or other required environmental reports; bridge inspection and condition reports; bridge type studies; preliminary bridge design and hydraulic reports; Type, Size, and Location plans; drainage studies including hydraulic survey, analyses, and reports; preliminary cross section, plan, and profile sheets; maintenance of traffic analysis and reports; detour route coordination; completion of preliminary plans; cost estimates; public outreach, meetings, and hearings; identification of land acquisition needs; preparation of funding applications and permit applications; GIS mapping; Americans with Disabilities Act (ADA) compliance; quality assurance and quality control; and all other related work necessary to complete various Phase I, feasibility, or environmental studies.

EXHIBIT 3

Key Personnel

Organizational Chart

Cook County
Department of Transportation and Highways

Principal-in-Charge / Client Services Manager
- Ronald Krall, PE

Project Manager
- Jack Melhuish, PE

Quality Engineer
- Anthony Simmons, PE

Project Engineer
- Benjamin Hartman, PE

KEY TECHNICAL PERSONNEL

- **Drainage Engineer** — Stephen Bicking, PE, CFM, D.WRE
- **Geotechnical Engineer** — Dawn Edgell, PE
- **Land Surveyor** — Milan Dobrosavljevic, PLS
- **Structural Engineer** — Steven Schwarz, PE, SE
- **Traffic Engineer** — Ted Yelton, PE, PTOE, RSP1
- **Public Involvement Lead** — Berenice V. Alvarez
- **Environmental Lead** — Janice Pang, PE

ADDITIONAL ENGINEERING RESOURCES

Drainage — Heather Finfrock, PE, CFM	**Roadway** — Jeremy Horwitz, PE	**Structural** — Ryan Doerrer, PE, SE
Permitting — Logan Gilbertsen, PE, CFM	**Roadway** — Matt Vorderer, PE	**Environmental** — Sean LaDieu, PE
Survey — Roark Rogers, PLS	**Roadway** — Dan Johnson, PE	**Public Involvement** — Michael Schuch
GIS Coordinator — Mike Liska, GISP	**Roadway** — Cami Liu, PE	**Geotechnical** — Min Zhang

Firm/Personnel Legend

- HR Green
- Atlas Engineering
- d'Escoto, Inc.
- GSG Consultants, Inc.
- SE3, LLC
- Morreale Strategic Communications

HR Green and all assigned key personnel are properly licensed to practice in Illinois.



Jack Melhuish, PE

Project Manager

Jack Melhuish's Phase I project experience spans over 28 years and ranges from Categorical Exclusion reports to EIS projects for numerous transportation agencies, including IDOT. He has helped orchestrate Stakeholder Involvement Plans (SIPs) and CAGs, as well as public informational meetings and hearings ranging from small to extremely large meetings with several hundred attendees. His project experience ranges from pavement preservation and resurfacing, to complex reconstruction/ realignments involving arterials, major intersections and interchanges.

EXPERIENCE

28 Years

EDUCATION

BS, Civil Engineering, University of Illinois- 1997

REGISTRATION / LICENSE

Professional Engineer, IL, 062-056286, 2003

SPECIALIZED TRAINING & CERTIFICATIONS

Implementing Roundabouts from Various Organizational Perspectives, 2011

Traffic Engineering Seminar, 2010

Roundabout Workshop, 2008

Signal Capacity Analysis, 2007

Traffic Calming I & II, 2007

IDOT Context Sensitive Solutions, February 2007

Emerging Leaders Program (sponsored by IRTBA)

SELECTED PROJECT EXPERIENCE

▷ **Preliminary Engineering Services, Various Various (Task Orders) Contract No. 2028-18231B – Cook County Department of Transportation and Highways**

Project Manager for multiple Phase I engineering projects in Cook County, IL, overseeing roadway improvements, traffic and drainage analyses, pedestrian and bike accommodations, public and stakeholder engagement, and preparation of Project Development Reports. Responsible for coordination with IDOT, regulatory compliance, and advancing projects through preliminary engineering and plan development for various corridors.

▷ **Fabyan Parkway at Route 31 Intersection Improvements – Kane County Division of Transportation**

Project Manager for the Fabyan Parkway and Illinois Route 31 intersection improvement project in Batavia, Illinois, responsible for overseeing a comprehensive PEL and Phase I study to improve traffic operations and safety. Jack directed data collection, surveys, traffic and alternatives analyses, geometric and drainage studies, and environmental coordination. He led the development and implementation of the Stakeholder Involvement Plan, managed public outreach—including stakeholder mapping, interviews, and a public information meeting—and maintained the project website and media relations. Jack coordinated with KDOT, IDOT, and other stakeholders, monitored project scope, schedule, and budget, and ensured that all engineering analyses, documentation, and final recommendations aligned with client goals and regulatory guidelines, advancing the project toward environmental and design phases.

▷ **US Business 20 (EB) Complete Streets Revitalization – City of Rockford, IL**

Project Manager for Phase I and II engineering for a road diet converting 1.5 miles of US Business 20 to a two-lane, multi-modal corridor with enhanced bike, pedestrian, and transit features, guided by public input and comprehensive streetscape planning. Jack directed multidisciplinary teams, maintained project schedules and budgets, and upheld compliance with IDOT and FHWA standards. He monitored alignment with RAISE grant requirements and funding conditions, keeping project activities consistent with regulatory and financial guidelines. Jack's leadership supported project studies and design, stakeholder coordination, land acquisition, streamlined regulatory processes, and advanced the project toward construction readiness.



Benjamin Hartman, PE

Project Engineer

Ben has worked on all phases of project development, from topographic surveying and conceptual design through construction staking and observation. His experience includes ADA compliance, traffic studies, MFT road programs, major roadway reconstruction projects, and project management involving the processing of federally and motor fuel tax funded projects. Ben's duties typically includes Phase I development, preparation of improvement plans, specifications, and supporting documents, and verification of design computations and plan detailing for conformance with codes, manuals, and design considerations.

EXPERIENCE

24 Years

EDUCATION

BS, Civil Engineering, Purdue University, 2004

REGISTRATION / LICENSE

Professional Engineer, IL, 062-061659, 2009

SELECTED PROJECT EXPERIENCE

▷ **Preliminary Engineering Services, Various Various (Task Orders) Contract No. 2028-18231B – Cook County Department of Transportation and Highways**

Project Engineer for multiple Phase I engineering projects in Cook County, IL, responsible for day-to-day operations, technical design, and communication across a diverse portfolio of roadway and multi-use path projects. Ben led the development of reports, studies, and plan documents to comply with County, State MFT, and Federal IDOT guidelines. His work included preliminary engineering for roadway repurposing, resurfacing, corridor reconstruction, and multi-use path improvements at various locations throughout Cook County. Ben's tasks encompassed ADA-compliant sidewalk and curb extension design, pavement marking revisions, traffic modeling, pavement design recommendations, cost estimating, and preparation of traffic signal plans. He conducted safety and traffic analyses, right-of-way impact assessments, and drainage studies, and finalized Project Development Reports for complex projects such as roadway widening, box culvert replacement, and school access improvements. Ben worked closely with County staff, municipalities, and school districts, leading public outreach efforts, coordinating public meetings, and assisting with funding identification and application preparation to advance projects from concept through preliminary engineering.

▷ **Various/Various Phase II Design - PTB 156, Item 9 & PTB 174, Item 7 - IDOT, District 1**

Project Engineer for Phase II engineering services on multiple District 1 projects, including intersection improvements, resurfacing, retaining walls, survey, USACE permitting, and drainage enhancements. Ben was responsible for the Phase II design of roadway resurfacing and ADA ramp improvements, preparing final contract plans covering pavement resurfacing, concrete sidewalk and ADA-compliant ramp reconstruction, and related roadway elements. He coordinated extensively with IDOT and FHWA to meet ADA standards at complex intersections and served as the primary point of contact with the IDOT Bureau of Design throughout the design phases, ensuring project requirements and timelines were addressed.

▷ **Spring South Road Improvements – Village of Schaumburg, IL**

Lead Engineer for the Phase I Project Development Report for this roadway reconstruction project, leading roadway geometric design, sight design, and multi-use path and sidewalk ADA design. Ben also coordinated with IDOT and FHWA and assisted with the public informational meeting alongside Village staff.



Stephen Bicking, PE, CFM, D.WRE

Drainage Engineer

Steve has earned a strong reputation in drainage and stormwater management throughout northeast Illinois. He specializes in hydrologic and hydraulic analysis and compliance with floodplain and stormwater regulations. Steve is a Certified Stormwater Engineer Review Specialist for Kane County, Enforcement Officer in Lake County, and Chairman of the McHenry County Stormwater TAC. He is skilled in drainage modeling programs and has experience with floodplain studies, detention design, regional stormwater planning, bridge hydraulic analysis, and modeling of streams and rivers. Steve has completed Hydraulic Reports and Location Drainage Studies for IDOT Districts 1, 2, and 3, as well as permitting and reports for IDNR-OWR's Bartlett and Springfield offices.

EXPERIENCE

34 Years

EDUCATION

MBA, Management, Northern Illinois University-2000

BS, General Engineering, University of Illinois-Urbana – 1990

REGISTRATION / LICENSE

Professional Engineer, IL, 062-050013, 1995

SPECIALIZED TRAINING & CERTIFICATIONS

Certified Floodplain Manager, 2002

Diplomate, Water Resources Engineer, 2007

NHI 135095

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers | ASCE American Public Works Association | APWA

American Academy of Water Resources Engineers | AAWRE

American Council of Engineering Companies of Illinois | ACEC

Illinois Association for Floodplain and Stormwater Management | IAFSM

Association of State Floodplain Managers | ASFPM

SELECTED PROJECT EXPERIENCE

▷ **Preliminary Engineering Services, Various Various (Task Orders) Contract No. 2028-18231B – Cook County Department of Transportation and Highways**

Drainage Engineer for multiple Phase I engineering projects in Cook County, IL, managing the drainage/hydraulic related portions of seven (7) task orders including 108th Avenue, Butler Drive, 2024 Pavement Rehab, Linder Avenue, Plum Grove Road, 157th Street, and Landwehr Road. These projects involved the completion of a LDS, LDTM, Hydraulic Report, completed using HEC-RAS, and minor waterway crossings. A 3708 floodway permit was obtained for 108th Avenue at Marley Creek through coordination with IDOT and IDNR-OWR. Compensatory Storage was determined for compliance with IDNR-OWR requirements and ultimately approved by IDNR-OWR. Multiple storm sewer modeling was completed, including ORD, CivilStorm and EPA-SWMM. HY-8 was used for culvert analysis.

▷ **Fabyan Parkway at Route 31 Intersection Improvements – Kane County Division of Transportation**

Drainage Engineer for the Fabyan Parkway and Illinois Route 31 intersection improvement project in Batavia, Illinois, responsible for leading the drainage team in delineating tributary areas and evaluating detention needs for proposed improvements. Steve prepared exhibits for coordination with KDOT and the design team, completed outlet evaluations to assess the suitability of existing outlets, and investigated water quality options for implementation during the design phase. He also determined floodplain and right-of-way impacts for various alternatives, ensuring drainage solutions addressed the intersection's geometric, environmental, and historic complexities.

▷ **Deep Lake Road – Lake County Division of Transportation**

Drainage Engineer for the Deep Lake Road corridor improvement project, responsible for leading the drainage team in evaluating stormwater outlets and analyzing the impact of added impervious area from proposed intersection improvements, including two new roundabouts. Steve completed outlet evaluations and developed a drainage plan, coordinating with LCDOT and LCSMC to verify the design approach. He determined detention was not required based on the new impervious area, but carefully assessed sensitive outlets to confirm their suitability for continued use. Steve also identified water quality volumes and locations for these sensitive outlets, supporting the project's goals of enhancing intersection safety, adding multi-use trails and on-road bike accommodations, and meeting stormwater management requirements.

Dawn Edgell, M.Eng., PE
Geotechnical Lead | Project Manager



Ms. Edgell has extensive experience providing geotechnical analysis and soil-related construction inspection services, including designing and overseeing subsurface investigations and laboratory testing programs. That covers geotechnical sampling, rock coring, pavement cores, in situ testing (i.e., infiltration testing, slug testing), and installation of monitoring equipment (i.e., vibrating wire piezometers). She oversees the preparation and quality control of technical reports and design memoranda by staff engineers and project engineers for geotechnical engineering projects that include shallow and deep foundation recommendations, slope stability analyses for retaining structures and excavations, pavement design and construction, and earthwork and construction recommendations. She also prepares calculations, analyses, and reports for complex geotechnical engineering projects that require slope stability and settlement analysis.

EXPERIENCE
- 26 Years
- Joined GSG in 2012

AREAS OF EXPERTISE
- Geotechnical Engineering
- Foundation Design
- Retaining Wall Analysis
- Construction Inspection & Material Testing

EDUCATION
- Master of Engineering, Geotechnical Engineering University of Alberta, Edmonton, Canada
- Bachelor of Science, Civil Engineering, University of Alberta, Edmonton, Canada

LICENSES, REGISTRATIONS, & CERTIFICATIONS
- Licensed Professional Engineer – Illinois, 062.054911
- Licensed Professional Engineer – Wisconsin, 37459-6
- Licensed Professional Engineer – Michigan, 6201054617
- Licensed Professional Engineer – Colorado, 0038799

EXPERIENCE

Cook County Health/Smith Group, Provident Hospital – Chicago, IL
Senior Project Engineer
Directed subsurface exploration program during the design phase of a new 13-story building to replace the existing hospital. Provided oversight of field investigation, including in-situ testing of vane shear, pressuremeter testing, and bedrock cores. Performed geotechnical analysis and prepared recommendations for the design of deep foundations, site preparation, grading, and construction in accordance with the City of Chicago Building Code and OUC requirements. Provided client coordination of Phase 1 and Phase 2 Environmental Site Assessments.

Cook County Department of Transportation, Busse Road Improvements – Cook County, IL
Senior Project Engineer
Provided oversight for subsurface exploration programs and laboratory analyses in accordance with IDOT/CDOT requirements for improvements along 1.2 miles of Busse Road in Mt. Prospect, Illinois. Provided oversight and quality control of geotechnical analysis and preparation of recommendations for constructing new roadway widening and reconstruction.

Cook County Department of Transportation, Sanders Road Improvements – Cook County, IL
Senior Project Engineer
Provided oversight for subsurface exploration programs and laboratory analyses in accordance with IDOT/CDOT requirements for improvements along Sanders Road in Glenview, Illinois. Provided oversight and quality control of geotechnical analysis and preparation of recommendations for constructing new roadway widening and reconstruction.

Cook County, Burnham Grade Separation – Burnham and Chicago, IL
Senior Geotechnical Engineer
Provided oversight and QA services for field activities and reviewed Structural Geotechnical reports for the proposed pedestrian bridge and retaining walls for the grade separation project at the Burnham Metra station. Coordinated railroad access permits with various railroads for right-of-way access. Evaluated soils according to all applicable IDOT and AASHTO standards. Provided quality control review of field testing, laboratory testing, and geotechnical analysis for foundation design, global slope stability, and engineering design.

Chicago Department of Transportation, CREATE P2 – Chicago, IL
Senior Geotechnical Engineer
Provided oversight and QA services for field activities and reviewed the Structural Geotechnical Report for the proposed bridge and retaining walls for the Southwest Service/Rock Island Flyover Connection. Evaluated soils according to all applicable IDOT, AASHTO, and AREMA standards. Provided quality control review of field testing, laboratory testing, and geotechnical analysis for foundation design, global slope stability, and engineering design.



Milan Dobrosavljevic, PLS

Land Surveyor

Milan is directly involved in all phases of land surveying and mapping for municipal, transportation and land development projects. He has extensive experience in the land development process, including retracement surveys of sectionalized lands. In addition, Milan has performed ALTA Land Title Surveys, topographic surveys, preliminary and final platting, legal descriptions, title commitment reviews, construction layout services and municipal surveying reviews. Beyond the aforementioned fields, Milan also has experience with specialized environmental mapping, including hydrographic surveys and natural resources inventories.

EXPERIENCE

25 Years

EDUCATION

BS, Surveying, Michigan Tech University- 2000

AAS, Civil Engineering Technology, Michigan Tech University- 2000

REGISTRATION / LICENSE

Professional Land Surveyor, IL, 035-003615, 2004

Professional Land Surveyor, IN, LS20700104, 2007

Professional Land Surveyor, MN, 50008, 2012

SPECIALIZED TRAINING & CERTIFICATIONS

ComEd Onboarding

PROFESSIONAL AFFILIATIONS

Illinois Professional Land Surveyors Association

Indiana Professional Land Surveyors Association

Southwest Suburban Home Builders Association

SELECTED PROJECT EXPERIENCE

▷ **Preliminary Engineering Services, Various Various (Task Orders) Contract No. 2028-18231B – Cook County Department of Transportation and Highways**

Lead Surveyor for multiple Phase I engineering projects in Cook County, IL, overseeing roadway improvements, traffic and drainage analyses, pedestrian and bike accommodations, public and stakeholder engagement, and preparation of Project Development Reports. Responsible for survey tasks and deliverables as assigned in various task orders.

▷ **ADA Transition Plan – McHenry County, IL Division of Transportation**

Lead Surveyor for the McHenry County ADA Transition Plan project, responsible for leading the survey of over 500 curb ramps, sidewalk and bike paths, crosswalks, accessible pedestrian signals, and evaluating the data based on IDOT ADA/ PROWAG Inspection guidelines. Survey staff used cell phone-based GIS data acquisition to gather the required information and Go Pro video recorders for sidewalk and multi-use paths. A picture of the location was referenced to the data point for future reference. This method generated approximately 3,200 data points that each contained several attributes.

▷ **IL 137 Patriot Path – Lake County Division of Transportation**

Lead Surveyor responsible for managing all surveying tasks and deliverables of a Phase I engineering project for a new bike path connecting the Des Plaines River Trail in Independence Grove Forest Preserve (LCFPD) to the Robert McClory Bike Path in North Chicago, approximately 5.5 miles. A topographic survey was performed and included crossing multiple creeks, railroads, and roadway intersections. Extensive research was performed to re-establish the existing right of way along the entire corridor. Survey work was performed in accordance with the LCDOT Survey Requirements. Deliverables included a MicroStation drawing and detailed plan sheets.

▷ **Build Will Phase 2 Management – Will County Division of Transportation**

Lead Surveyor for various Phase II related tasks as it relates to the Build Will Multi-Year Transportation Program. The Build Will Program consists of 60 projects across the County. The assigned work is similar to that of a WCDOT's Project Manager. The work includes engineering, technical, engineering management, project control, administrative services and other assigned tasks necessary to assist the WCDT in the completion and closeout of the projects in an expeditiously time frame. Milan is responsible for reviewing survey documents submitted to the County for approval.



Steve Schwarz, PE, SE

Structural Engineer

Steve is a lead structural engineer with 35 years of experience in structural, civil, and construction engineering, as well as surveying. He is regularly responsible for structural calculations and preparation of plans; bridge inspections; preparation of Bridge Condition Reports and recommendations; and/or shop drawing review for projects as simple as small bridges and culverts to as complex as a 1557 LF eight span steel plate girder bridge over the Fox River. Steve specializes in precast and prestressed concrete, roadway, grading, sound / retaining walls, drainage design and construction.

EXPERIENCE

35 Years

EDUCATION

BS, Civil Engineering, Southern IL University - 1989

REGISTRATION / LICENSE

Professional Engineer, IL, 062-048842, 1994

Structural Engineer, IL, 081-006011, 2003

SPECIALIZED TRAINING & CERTIFICATIONS

PCI Level III Technician/ Inspector

ACI/IDOT Field Testing Technician - Grade I

IDOT Certified Bridge Inspection Program Manager

IDOT Element Level Bridge Inspector

PROFESSIONAL AFFILIATIONS

American Institute of Steel Construction

Precast/Prestressed Concrete Institute

SELECTED PROJECT EXPERIENCE

▷ **Preliminary Engineering Services, Various Various (Task Orders) Contract No. 2028-18231B – Cook County Department of Transportation and Highways**

Structural Engineer for Phase I engineering projects in Cook County, IL, including a triple box culvert for the 108th Avenue (167th Street to 159th Street) project, and a drainage structure replacement for the Plum Grove Road and Wagner Road project.

▷ **Various/Various Preliminary and Design Engineering – DuPage County Division of Transportation**

Structural Engineer for various projects throughout DuPage County. HR Green delivered preliminary and design engineering services, as well as permitting, which included preparation of contract plans and special provisions, topographic surveys, structural design, wetland delineation, and DuPage County Stormwater and USACE 404 permitting.

▷ **Various Projects, Various Routes, Various Counties, PTB 145, Item 19 – Illinois Department of Transportation, District Three**

Structural Engineer for multiple bridge projects throughout District 3, responsible for completing Bridge Condition Reports, Type, Size and Location (TS&L) drawings, and structure repair plans as part of HR Green's Phase I and II engineering services. HR Green also performed field surveys and prepared Hydraulic Reports and developed structure borings for various structures. Noteworthy projects Steve provided structural engineering services for included US 52 over the Fox River in LaSalle County (SN 050-0058), Armour Road over CNRR in Kankakee County (SN 046-0063), and IL 17 over Baker Creek in Kankakee County (SN 046-0035 & 0036).

▷ **Eldamain Road Extension – Kendall County Highway Department**

Structural Engineer for the Eldamain Road reconstruction and extension project in Kendall County, responsible for the structural calculations, cost estimates, and preparation of plans for the new 1,557-foot, eight-span plate girder bridge (SN 047-3175) carrying Eldamain Road over the Fox River. Steve's work supported HR Green's development of Phase II contract plans, specifications, and estimates for the 4.75-mile corridor, which included roadway widening and reconstruction, a modern roundabout at Fox Road, new and modified traffic signals, and the extension of Eldamain Road from River Road to High Point Road.

▷ **Biennial Bridge Inspection Program – City of Rockford, IL**

Structural Engineer conducting inspections for an inventory of 100+ structures, preparing hydrographic and underwater cross sections for Rock River bridges, and conducting Element Level Inspections for 18 National Highway System bridges. Steve also serves as Bridge Program Manager, providing on-call services for structural concerns, emergency reviews, and developed a five-year Bridge Preservation Plan.



Ted Yelton, PE, PTOE, RSP1

Traffic Engineer

Ted has a wide variety of education and project experience in the field of traffic and safety. He holds certifications as a Professional Traffic Operations Engineer and as a Road Safety Professional (Level 1). Ted serves as a technical lead engineer for HR Green, with extensive experience in traffic modeling using Synchro, HCS, Vissim, Sidra, and Rodel, and in safety analysis. He has worked with a wide range of public and private sector clients from the municipal, county, and state level in Illinois, Iowa, Minnesota, and Missouri. Ted has project and design experience in the areas of traffic and safety analysis, traffic impact studies, traffic signal design, ITS design, and roadway design.

EXPERIENCE

13 Years

EDUCATION

BS, Civil Engineering, University of Illinois at Urbana-Champaign, 2012

MS, Civil Engineering, University of Illinois, 2016

REGISTRATION / LICENSE

Professional Engineer, IL, 062-068830, 2016

Professional Traffic Operations Engineer, NAT, 4599, 2019

Road Safety Professional, NAT, 968, 2022

SPECIALIZED TRAINING & CERTIFICATIONS

PTV VISSIM Introduction Training

PTV VISSIM Advanced: Specialized Applications

PTV VISSIM Advanced: Signal Control and VAP

PTV VISSIM Advanced: Transit Operations

SELECTED PROJECT EXPERIENCE

▷ **Preliminary Engineering Services, Various Various (Task Orders) Contract No. 2028-18231B – Cook County Department of Transportation and Highways**

Lead Traffic Engineer for multiple Phase I engineering projects in Cook County, IL, overseeing roadway improvements, traffic and drainage analyses, pedestrian and bike accommodations, public and stakeholder engagement, and preparation of Project Development Reports.

- Avenue O: Ted studied the traffic operations for this proposed lane repurposing project. He used existing traffic volume and signal timing data to assess the current traffic operations of the corridor. After coordinating with CMAP to develop future volume projections for 2050, he used Synchro to model the future traffic operations of the corridor under the existing 4-lane geometry and the proposed 3-lane cross section to evaluate whether the lane repurposing was feasible.
- 2024 Pavement Rehab: Ted oversaw the design of preliminary traffic signal plans at 13 intersections throughout Cook County. He designed the signal equipment to meet County standards for safe and proper placement of poles, signal heads, and underground cables. He also ensured push button and pedestrian signal head placement met ADA standards for crosswalks.
- Joe Orr Drive: For this future roadway extension project, Ted projected future 2050 turning movement volumes at 7 existing intersections, plus 2 new intersections that will be created by the roadway extension. The project evaluated an approximately one-mile section of the roadway extension project between Torrence Avenue and Burnham Avenue, as well as the future connection between Burnham Avenue and Sheffield Avenue. Ted modeled the study area using Synchro to evaluate whether the new roadway cross section should be 3 lanes or 5 lanes, and also whether there would be impacts to surrounding intersections by the redistribution of traffic.
- Oakton Avenue: Ted evaluated the traffic for this roadway repurposing project. He projected future traffic volumes and developed a Synchro model to study the impacts of changing a 4-lane roadway to 3 lanes plus on-street bike lanes.

▷ **Deep Lake Road – Lake County Division of Transportation**

Lead Traffic Engineer for safety and operation improvements at the intersections of Deep Lake Road with Depot Street and North Avenue. Intersection improvements include channelization measures, intersection signalization, or roundabouts to satisfy the project objectives. Ted studied existing traffic and crash history, forecasted future traffic volumes, and analyzed geometric alternatives for both safety and traffic operations for the two subject intersections. He wrote a report summarizing the findings, and used the traffic analysis to help select the preferred alternatives and prepare Intersection Design Studies.



Anthony Simmons, PE

Quality Engineer

As Regional Director, Tony is responsible for Phase I and Phase II transportation operations across HR Green's four (4) Illinois offices. Tony is an experienced transportation specialist who contributes to all facets of Phase I, Phase II and Phase III roadway projects for the Illinois Department of Transportation, the Illinois Tollway and various counties and municipalities. His typical responsibilities include the management and oversight of projects involving: isolated and regional traffic studies, safety studies, feasibility studies, intersection design studies, design report preparation, traffic signal design, pavement design, and preparation of contract plans, specifications, and cost-estimates.

EXPERIENCE

25 Years

EDUCATION

BS, Civil Engineering, University of Illinois - 2001

REGISTRATION / LICENSE

Professional Engineer, IL, 062-058414, 2005

SPECIALIZED TRAINING & CERTIFICATIONS

Short course in HEC-RAS

Short course in Staging and Traffic Control

Short course in Specifications, Special Provisions, and Plan Notes

Short course in MFT Accounting and Auditing

Engineering Future Leaders in Illinois (Sponsored by ACEC-IL)

Emerging Leaders Program (Sponsored by IRTBA)

SELECTED PROJECT EXPERIENCE

▷ **Farnsworth Avenue and Bilter Road Phase I/II – City of Aurora, IL**

Project Manager for Phase I and II engineering to widen and resurface Farnsworth Avenue, Bilter Road, Church Road, and side road approaches in Aurora. Tony oversaw engineering, served as day-to-day contact for the City and subconsultants, and monitored scope, schedule, and budget. He provided QA/QC reviews, coordinated with PENN Entertainment's engineers, and ensured adherence to the quality assurance plan. The project supports the Hollywood Casino relocation and new entertainment district, with improvements including sidewalks, multi-use paths, storm sewer, water main, traffic signals, and lighting. HR Green also managed right-of-way documents, appraisals, and landowner negotiations.

▷ **Various Engineering Services 2015-2025 – Village of Oswego, IL**

Project Manager for on-call general consultations, project delivery, and construction oversight for various projects. The roadway design projects have ranged from feasibility studies, to annual maintenance programs, to stand-alone Phase I and II projects funded by State and/or Federal funding and permitted through IDOT. Other municipal engineering projects have included survey, ADA enhancements, water main installation/replacement, water system upgrades, flood control, pond and streambank restoration, and permitting through various agencies including IEPA, IDNR and USACE among others.

▷ **Fabyan Parkway at IL 31 PEL and Phase I – Kane County Division of Transportation**

Technical Advisor and QA/QC for the Fabyan Parkway and IL 31 intersection project in Batavia, Illinois, aiming to improve traffic operations and safety. Tony provided technical oversight and QA/QC for HR Green's designs and deliverables during the PEL study, and supported public outreach, including stakeholder interviews and a public information meeting.

▷ **Fabyan Parkway Phase I – DuPage County Division of Transportation**

Project Manager for the Phase I study of Fabyan Parkway from the Kane/DuPage County Line to IL 38, focused on improving capacity and safety for current and future traffic. Tony oversaw the study, developed geometric alternatives and cost estimates, led public involvement, and served as HR Green's point of contact for DuPage County. The project addresses safety and congestion at key intersections, with proposed improvements including reconstructing Fabyan Parkway and 900 feet of Washington Street, adding through and turn lanes, converting the corridor to a four-lane urban section, and resurfacing and widening Technology Boulevard, Enterprise Boulevard, and IL 38.



Janice Pang, PE
Associate Vice President of Transportation

Janice Pang, PE, is a professional engineer who has been licensed for over 20 years. She has extensive experience in Phase I and Phase II design, working as both a project manager on IDOT and Tollway projects and projects with municipalities. Her areas of expertise include interstate interchange modification, Phase II interstate rehabilitation, Phase II local road improvements, Phase I Environmental Impact Statements, and Phase I Environmental Assessment. Janice is skilled in geometry and drainage design, geographic information system (GIS) analysis, safety analysis, traffic analysis, and public involvement. Her project experience includes plan and profile design, intersection design studies, storm sewer system design, preparation of plans for summary of quantities (PS&E), roadway typical sections, maintenance of traffic, erosion control, pavement marking, Highway Safety Manual (HSM) analysis, and Freeway and Interchange Safety Evaluation using the Enhanced Interchange Analysis Tool, ISATe. Additionally, she has performed quantity calculations, provided utility coordination, and developed specifications and project estimates.

PROJECT EXPERIENCE:

CCDOTH, WO16, Phase II General Assistance, Illinois: Project Principal providing oversight of Atlas staff who assist CCDOTH staff with the management and administration of various Phase II projects. Responsibilities include project coordination, project schedules coordination, DBE analysis, comment dispositions, and coordinating reviews of plans, specifications, and estimates.

IDOT, PTB 207-20, Project No. P-92-087-23, US 20 from 0.2 Mi. W. of Pecatonica Rd to 0.2 Mi. W. of Falconer Rd, Phase I Project, Illinois: Transportation Project Manager responsible for leading this project, which recently commenced. The rehabilitation of US 20, a four-lane divided highway surrounded on both sides by farmland about 10 miles west of Rockford, requires a Phase I design report and coordination efforts for a categorical exclusion to account for enhancements for stormwater management and updates to current geometric standards. The Phase I effort will require an ESR, drainage and hydraulic studies, geometric improvements, bicycle and pedestrian coordination, geotechnical reports, a survey, and FHWA/BDE coordination.

IDOT, PTB 200-004, Project No. D-91-153-21 Various Phase II Projects, Various Routes, Various Counties, Illinois - Project Manager: Phase II engineering services for various projects throughout District One. Assigned work orders have included engineering work involving Highways (Roads & Streets), Location Design Studies (Rehabilitation), and/or Structures (Highway: Typical). Work to date has consisted of 21 work orders, including the completion of PS&E documents consisting of intersection channelization/widening, roadway resurfacing, bridge replacement, culvert replacement, and various bridge and culvert rehabilitation projects. Projects have been completed throughout the District from southern Will County to northern McHenry and Lake Counties and have included projects on two-lane rural highways to the urban interstate system. Project improvements have required work to be completed under full closures with detours, single lane closures with temporary bridge signal installations, staged construction with lane closures on the interstate incorporating smart traffic monitoring, and lane shifts utilizing temporary pavements to maintain existing traffic lanes.

Work Order Projects:

001 - IL 83 OVER DITCH SOUTH OF 91ST STREET
002 - 123RD STREET OVER MILL CREEK
003 - PAULING ROAD BRIDGE OVER I-57
006 - I-57 & PAULING ROAD
007 - IL 83 CULVERT WING WALL DESIGN
008 - IL 126 OVER DUPAGE RIVER
009 - 123RD STREET OVER MILL CREEK
010 - PAULING ROAD TS&L
011 - IL 171 AT IHB RR
014 - HIGHLAND AVENUE OVER IL 56

REGISTRATIONS:

Professional Engineer:
Illinois # 062-060897
Indiana #12000282
Wisconsin #48449-6
Florida # PE98047

EDUCATION:

Bachelor of Science
Civil Engineering
University of Illinois (2003)

Continued Education:
National Environmental Policy Act (NEPA)
Technology of Participation (ToP) Facilitation Methods

EXPERTISE:

AutoTURN
ADA/ PROWAG
Geographic Information Systems (GIS)
Highway Capacity Software (HCS)
Highway Safety Manual (HSM)
Enhanced Interchange Safety Analysis Tool (ISATe)
AutoCAD
MicroStation
GeoPak
OpenRoads
XPSWMM
HY-8
TR-20
TR-55
HEC-RAS

AFFILIATIONS:

American Public Works Association (APWA)
American Council of Engineering Companies of Illinois (ACEC-IL)
Illinois Society of Professional Engineers (ISPE)
Women's Transportation Seminar (WTS) – Scholarship Committee Co-Chair

AEG ATLAS ENGINEERING GROUP, LTD.



Berenice Alvarez

PARTNER

Contact

312.300.6870

balvarez@morrealecomm.com

Morreale Communications
9501 Technology Boulevard,
Suite 3200
Rosemont, IL 60018

www.morrealecomm.com

Education, Licenses & Certifications

Master of Public Policy & Administration, Northwestern University

B.A., Urban Planning & Public Affairs, Communications, University of Chicago

Memberships & Awards

Negocios Now Latino 40 Under 40

International Association for Public Participation

American Council of Engineering Companies of Illinois

Hispanic American Construction Industry Association

Chicago Latino Caucus Leadership Academy

Background

Berenice is a communications professional with 15 years of experience in helping to create and deliver comprehensive and robust public education and awareness campaigns that engage a wide range of audiences. Berenice brings her diverse perspective and expertise in public policy, outreach and communications to each initiative at Morreale Communications. Morreale experienced significant growth throughout Berenice's tenure from a three-person boutique agency into a thriving, award-winning powerhouse with a dynamic and diverse team of more than 30 communications professionals.

Professional And Industry Experience

Morreale Communications, Partner, June 2023 - Present

As Partner, Berenice oversees Morreale's day-to-day operations and directs a dedicated team of communications, creative and administrative professionals. She positions the firm for strategic growth within its five impactful sectors that are essential to the firm's success. With a background in land use and transportation planning, Berenice is a strategic advisor to the Transportation, Mobility and Infrastructure team in delivering public involvement processes that solicit and gather input from target stakeholders and community members locally and statewide.

RELEVANT PROJECT EXPERIENCE:

Cook County DOTH South Cook Fair Transit Pilot Program: Led the campaign strategy, media buy and brand and creative development for two campaigns. This included direct coordination with the Cook County staff to develop the message and ensure campaign success.

Cook County DOTH Landwehr Road Improvement Project: Oversees the public involvement strategy including message and creative development, outreach strategy and event coordination.

Housing Authority of Cook County: Developed strategy for HACC's updated brand including facilitating design briefing conversations with leadership, directing a graphic design team to develop brand guidelines and collaborating on the development of an updated website.

Cook County DOTH Lake Cook Road Reconstruction Project: Developed communications and stakeholder engagement strategy to notify impacted stakeholders of construction improvements. Facilitated and convened high-level stakeholder meetings and led project ribbon cutting.

IDOT Stakeholder Support Services: Provides oversight on stakeholder engagement with stakeholder outreach and engagement across IDOT's High Speed Rail, Blue Ribbon and Illinois Freight Advisory Commissions. This includes setting up and conducting focused group meetings with various stakeholder groups that are utilized to inform and guide IDOT's ongoing plans, studies and projects.

6.2.7 Current and Future Commitments of Key Personnel Workbook

RFQ: 2405-09261B

CURRENT AND FUTURE COMMITMENTS OF KEY PERSONNEL

NAME OF RESPONDENT: HR Green, Inc.

Respondent will provide all information noted below:
Respondent should provide the time commitment of each key personnel

NAME OF KEY PERSONNEL	POSITION /TITLE	NAME OF PROJECT	LOCATION OF PROJECT	% OF TIME COMMITTED TO EACH PROJECT	END DATE OF COMMITMENT
Jack Melhuish	Project Manager	Huntley & Miller Various / Various US 20 Phase I Fabyan Parkway US 20 RAISE Grant Bartlett Road MUP	Carpentersville, IL Cook County Elgin, IL Kane County Rockford, IL Streamwood, IL	20% 30% 17% 20% 5% 3%	12/31/2025 03/31/2026 03/31/2026 04/30/2026 10/21/2025
Benjamin Hartman	Project Engineer	Carpenter Blvd Route 25 Beautification Various / Various High Visibility Crosswalk IL 47 Phase II Various / Various	Carpentersville, IL Carpentersville, IL Cook County Homewood, IL IDOT, D1 IDOT, D3	5% 4% 35% 3% 25% 8%	01/31/2026 09/30/2025 03/31/2026 12/31/2025 06/25/2027 07/31/2026
Anthony Simmons	Quality Engineer	Montgomery Rd at Hill Ave US 20 Phase I IL 83 Bike Path Various/Various IL 137 Patriot Path Fabyan Parkway Galena Road Harrison St Streetscaping 2026 Industrial Street Phase II Services	Aurora, IL Elgin, IL Elk Grove Village, IL IDOT Lake County Kane County Kendall County Oswego, IL West Chicago, IL Will County	3% 5% 6% 10% 28% 30% 8% 3% 5% 2%	12/31/2025 12/31/2025 12/31/2025 06/15/2026 06/01/2026 03/31/2026 03/31/2026 06/01/2026 02/28/2026 03/26/2026

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DATE: 9/24/2025

TOTAL PAGES: 5

RFQ: 2405-09261B

CURRENT AND FUTURE COMMITMENTS OF KEY PERSONNEL

NAME OF RESPONDENT: HR Green, Inc.

Respondent will provide all information noted below:
Respondent should provide the time commitment of each key personnel

Stephen Bicking	Drainage Engineer	Montgomery Rd at Hill Ave Huntley & Miller US 20 Phase I IL 83 Bike Path Pratt Blvd Tonne Road IL 137 Patriot Path Fabyan Parkway Harrison St Streetscaping Creek Rd over Little Rock Various/Various 2026 Industrial Street Elizabeth Drive Bridge	Aurora, IL Carpentersville, IL Elgin, IL Elk Grove Village, IL Elk Grove Village, IL Elk Grove Village, IL Lake County Kane County Oswego, IL Plano, IL Spring Grove, IL West Chicago, IL Wood Dale, IL	2% 7% 10% 6% 3% 10% 25% 22% 2% 2% 4% 3% 4%	12/31/2025 12/31/2025 12/31/2025 12/31/2025 08/31/2026 05/31/2026 06/01/2026 03/31/2026 06/01/2026 11/30/2025 02/28/2026 02/28/2026 03/31/2026
Dawn Edgell	Geotechnical Lead	Various Tollway	Illinois	60%	2026
Milan Dobrosavljevic	Land Surveyor	Huntley & Miller Chick-fil-a National Bridge Rehab Phase I Tonne Road Various/Various Galena Road IL 137 Patriot Path Wastewater Treatment Plant Irving Park Road Phase II Services	Carpentersville, IL Various IL Locations Elgin, IL Elk Grove Village, IL IDOT Kendall County Lake County New Lenox, IL Streamwood, IL Will County	4% 15% 4% 3% 6% 2% 7% 40% 15% 4%	12/31/2025 02/28/2026 12/31/2025 08/01/2026 12/31/2025 06/01/2026 10/31/2025 12/31/2025 03/26/2026

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RFQ: 2405-09261B

CURRENT AND FUTURE COMMITMENTS OF KEY PERSONNEL

NAME OF RESPONDENT: HR Green, Inc.

Respondent will provide all information noted below:
Respondent should provide the time commitment of each key personnel

NAME OF KEY PERSONNEL	POSITION /TITLE	NAME OF PROJECT	LOCATION OF PROJECT	% OF TIME COMMITTED TO EACH PROJECT	END DATE OF COMMITMENT
Steven Schwarz	Structural Engineer	Sandbloom Road PH I On-Call Structural Safety Old Town 2025 Bridge Inspections 183rd St. Bridge Repairs 1-35/80-235 Polk SW 2025 Structure Inspections Fabyan Parkway IL 137 Patriot Path Bridge Program/Inspection Keith Creek Irving Park Road Elizabeth Drive Bridge	Algonquin, IL Aurora, IL Carpentersville, IL Elgin, IL Elk Grove Village, IL Homewood, IL Iowa DOT Kane County Kane County Lake County Rockford, IL Rockford, IL Streamwood, IL Wood Dale, IL	3% 2% 15% 3% 5% 10% 20% 5% 2% 10% 10% 10% 5%	12/31/2025 12/31/2025 02/28/2026 12/31/2025 11/30/2025 07/21/2026 12/31/2025 03/31/2026 12/31/2025 08/31/2026 01/20/2026 12/31/2025 03/31/2026
Ted Yelton	Traffic Engineer	Traffic Calming Toolbox Various/Various US 20 Phase I Tonne Road IL 137 Patriot Path Fabyan Parkway Phase II Services Elizabeth Drive	Cary, IL Cook County Elgin, IL Elk Grove Village, IL Lake County Kane County Will County Wood Dale, IL	4% 30% 5% 4% 22% 18% 2% 2%	12/31/2025 03/31/2026 12/31/2025 12/31/2025 06/01/2026 03/31/2026 03/26/2026 10/31/2025
Berenice V. Alvarez	Public Involvement Lead	IDOT Stakeholder Support Services Cook County Various-Various CMAP Regional Transportation Plan	Chicago/ Springfield Chicago Chicago	10% 5% 15%	03/15/2027 03/31/2026 10/30/2026
Janice Pang	Environmental Lead	IDOT PTB 207-20 US 20 from Pecatonica Rd to Falconer Rd	Winnebago, IL	10%	12/31/2026

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CURRENT AND FUTURE COMMITMENTS OF KEY PERSONNEL

NAME OF RESPONDENT: HR Green, Inc.

Respondent will provide all information noted below:
Respondent should provide the time commitment of each key personnel

NAME OF KEY PERSONNEL	POSITION /TITLE	NAME OF PROJECT	LOCATION OF PROJECT	% OF TIME COMMITTED TO EACH PROJECT	END DATE OF COMMITMENT
Heather Finfrock	Drainage	ISTHA I-23-4755 DUR IDOT 195-035 Deerfield Road IDOT 209-035 Various/Various 170th Street Bridge Burnham Multimodal Connector 91st Street Sidewalk Enhancements IDOT 215-023 Various/Various	EOWA Highland Park IDOT District 8 Cook County/South Holland Cook County DuPage County IDOT District 2	35% 10% 5% 5% 20% 10% 5%	12/31/2028 11/30/2026 12/01/2028 12/31/2025 09/30/2030 12/31/2025 07/31/2030
Jeremy Horwitz	Roadway	Carpenter Blvd Williams and Kings Huntley & Miller US 20 Phase I 2025 Structure Inspection Fabyan Parkway IL 137 Patriot Path Keith Creek US 20 RAISE Grant Irving Park Road	Carpentersville, IL Carpentersville, IL Carpentersville, IL Elgin, IL Kane County Kane County Lake County Rockford, IL Rockford, IL Streamwood, IL	15% 10% 5% 8% 12% 8% 5% 20% 3% 8%	01/31/2026 12/31/2025 12/31/2025 12/31/2025 12/31/2025 03/31/2026 12/31/2025 10/31/2025 04/01/2026 12/31/2025
Ryan Doerrer	Structural	SNBI Bridge Inventory	Various IL Locations	70%	12/31/2027
Logan Gilbertsen	Permitting	Old Town Industrial Park Ditch St Keith Creek Channel Irving Park Road	Carpentersville, IL Elk Grove Village, IL Rockford, IL Streamwood, IL	40% 15% 25% 15%	02/28/2026 07/31/2026 04/03/2026 12/31/2025

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RFQ: 2405-09261B

CURRENT AND FUTURE COMMITMENTS OF KEY PERSONNEL

NAME OF RESPONDENT: HR Green, Inc.

Respondent will provide all information noted below:
Respondent should provide the time commitment of each key personnel

NAME OF KEY PERSONNEL	POSITION /TITLE	NAME OF PROJECT	LOCATION OF PROJECT	% OF TIME COMMITTED TO EACH PROJECT	END DATE OF COMMITMENT
Sean LaDieu	Environmental	US 20 Phase I IL 137 Patriot Path Fabyan Parkway Galena Road Elizabeth Drive Bridge	Elgin, IL Lake County Kane County Kendall County Wood Dale, IL	12% 30% 30% 12% 16%	12/31/2025 06/01/2026 03/31/2026 03/31/2026 03/31/2026
Roark Rogers	Survey	CDWM Topographic Survey for Water Main Replacement Program	Chicago, IL	20%	5/1/2029
Michael Schuch	Public Involvement	Illinois Tollway Innovative Delivery Metra Union Pacific North CCDOTH Burnham Avenue Grade Separation Cook County Various-Various CDA ONCC O'Hare 21	Downers Grove, IL Chicago, IL Chicago, IL Chicago, IL Chicago, IL Chicago, IL	15% 15% 10% 8% 8% 12%	12/31/2026 09/30/2026 08/06/2026 03/31/2026 12/31/2025 05/31/2029
Mike Liska	GIS Coordinator	Various GIS Services	Various Locations - IA, MN, TX, AZ, IL, CA, CO	40%	12/31/2028
Cami Liu	Roadway	Various/Various Tonne Road Fabyan Parkway	Cook County Elk Grove Village, IL Kane County	50% 20% 30%	03/31/2026 05/31/2026 03/31/2026

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DATE: 9/24/2025

TOTAL PAGES: 5

EXHIBIT 4

Schedule of Compensation

IDOT BLR 5514 will be used for work orders.

The following overhead rates will be permanent for the contract base years. Updated overhead rates may be considered for extensions. Consultant must submit a request in writing to the Department of Transportation and Highways for consideration.

HR Green, Inc. – 183.31%
Atlas Engineering Group, Ltd. – 164.00%
d'Escoto, Inc. – 81.55%
GSG Consultants, Inc. – 128.57%
Morreale Communications – 136.92%
SE3, LLC – 177.98%

Wage Rates:
All billable wages shall be actual, not to exceed $90.00 / Hour.

Fully Loaded Rates:
Tai Ginsberg & Associates

No Retainage will be withheld.

Monthly Invoicing: The consultant must submit original invoices on a monthly basis to the Department to apply against the contract (PO). Consultant must support each invoice with reasonable detail including subconsultant costs. Consultant must maintain complete documentation of all costs incurred for review and audit by the County or its designated representative(s). Consultant must submit each invoice in the format directed by the Department with progress report identifying any variances from budget or schedule and explains the reasons for such variances.

Method of Payment: Cost Plus Fixed Fee (CPFF) method of compensation based on BLR 5514.

CPFF formula: Compensation = DL+DC+OH+FF

Where Fixed Fee (FF):

For Prime Agreements is: (0.33+ R) DL+%DL=FF
%DL = 10% of Direct Labor (DL) of Subs

For Sub-Consultants
(0.33 + R)DL

Note: The Total Fixed Fee cannot exceed 15% of DL + OH unless expressly stated in the advertisement. For Prime Consultants, the Total Fixed Fee includes the Subconsultant %DL.

Where:

R= Complexity Factor: 0
DL = Direct Labor
DC= Direct Cost
OH= Overhead Rate

Escalation Rate:

The percentage used to project the consultant's current hourly rate throughout the life of the contract to account for future raises will be 3% per year, effective January 1 of each year.

Preliminary Engineering Services and Preparation of a Phase I Study - Various-Various (Task Orders) Contract

Department of Transportation and Highways

Contract # 2561-03172A - PES VV

Average and Maximum Hourly Rates by Classification

Company: HR Green, Inc.

$90 Cap on Max Rate

	Calendar Year 2026		Calendar Year 2027		Calendar Year 2028		Calendar Year 2029		Calendar Year 2030		Calendar Year 2031	
Labor Classification	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate
Accounting Specialist I	$31.69	$31.69	$32.64	$32.64	$33.62	$33.62	$34.63	$34.63	$35.67	$35.67	$36.74	$36.74
Accounting Specialist II	$35.08	$37.98	$36.13	$39.12	$37.22	$40.29	$38.33	$41.50	$39.48	$42.75	$40.67	$44.03
Design Technician I	$31.72	$33.69	$32.68	$34.70	$33.66	$35.74	$34.67	$36.81	$35.71	$37.92	$36.78	$39.06
Design Technician II	$37.12	$39.66	$38.23	$40.85	$39.38	$42.08	$40.56	$43.34	$41.78	$44.64	$43.03	$45.98
Group Leader	$86.32	$90.00	$88.91	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Lead Engineer	$65.58	$70.98	$67.55	$73.11	$69.57	$75.30	$71.66	$77.56	$73.81	$79.89	$76.03	$82.29
Project Engineer I	$51.42	$51.42	$52.96	$52.96	$54.55	$54.55	$56.19	$56.19	$57.87	$57.87	$59.61	$59.61
Project Engineer II	$57.77	$57.77	$59.51	$59.50	$61.29	$61.29	$63.13	$63.13	$65.02	$65.02	$66.97	$66.97
Project Land Surveyor II	$62.44	$66.00	$64.31	$67.98	$66.24	$70.02	$68.23	$72.12	$70.28	$74.28	$72.38	$76.51
Project Manager	$68.68	$66.28	$70.74	$68.27	$72.86	$70.32	$75.05	$72.43	$77.30	$74.60	$79.62	$76.84
Regional Director	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Senior Design Technician	$50.13	$51.34	$51.63	$52.88	$53.18	$54.47	$54.78	$56.10	$56.42	$57.78	$58.11	$59.52
Senior Engineer	$83.09	$90.00	$85.58	$90.00	$88.15	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Senior Project Manager	$85.29	$90.00	$87.85	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Staff Engineer I	$38.37	$41.07	$39.52	$42.30	$40.70	$43.57	$41.93	$44.88	$43.18	$46.22	$44.48	$47.61
Staff Engineer II	$44.27	$44.27	$45.60	$45.60	$46.97	$46.97	$48.37	$48.38	$49.83	$49.83	$51.32	$51.32
Staff Land Surveyor I	$36.76	$36.76	$37.86	$37.86	$39.00	$39.00	$40.17	$40.17	$41.37	$41.37	$42.62	$42.61
Staff Land Surveyor II	$42.37	$42.37	$43.65	$43.64	$44.95	$44.95	$46.30	$46.30	$47.69	$47.69	$49.12	$49.12
Staff Land Surveyor III	$56.42	$56.42	$58.12	$58.11	$59.86	$59.86	$61.66	$61.65	$63.51	$63.50	$65.41	$65.41
Administrative Assistant I	$23.47	$30.77	$24.18	$31.69	$24.90	$32.64	$25.65	$33.62	$26.42	$34.63	$27.21	$35.67
Administrative Assistant II	$28.29	$34.62	$29.14	$35.66	$30.02	$36.73	$30.92	$37.83	$31.85	$38.97	$32.80	$40.13
Construction Manager	$72.73	$72.73	$74.91	$74.91	$77.16	$77.16	$79.47	$79.47	$81.86	$81.86	$84.31	$84.31
GIS Manager	$54.47	$54.47	$56.10	$56.10	$57.78	$57.79	$59.52	$59.52	$61.30	$61.31	$63.14	$63.15
Graphic Designer	$35.12	$38.62	$36.18	$39.78	$37.26	$40.97	$38.38	$42.20	$39.53	$43.47	$40.72	$44.77
Lead Environmental Planner	$66.30	$66.30	$68.29	$68.29	$70.34	$70.34	$72.45	$72.45	$74.62	$74.62	$76.86	$76.86
Lead Project Controls Analyst	$43.60	$43.60	$44.91	$44.91	$46.26	$46.26	$47.64	$47.64	$49.07	$49.07	$50.54	$50.54

Escalation Rate: The percentage used to project the consultant's current hourly rate throughout the life of the contract to account for future raises will be 3% per year, effective January 1 of each year.

Preliminary Engineering Services and Preparation of a Phase I Study - Various-Various (Task Orders) Contract

Department of Transportation and Highways
Contract # 2561-03172C - PES VV
Average and Maximum Hourly Rates by Classification

Company: ATLAS ENGINEERING GROUP, LTD.
$90 Cap on Max Rate

	Calendar Year 2026		Calendar Year 2027		Calendar Year 2028		Calendar Year 2029		Calendar Year 2030		Calendar Year 2031	
Labor Classification	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate
Principal	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Structural Director	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Rail and Civil Director	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Transportation Director	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Survey Director	$72.00	$75.60	$74.16	$77.87	$76.38	$80.20	$78.68	$82.61	$81.04	$85.09	$83.47	$87.64
Structure Manager	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Water Resource Manager	$86.00	$90.00	$88.58	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Transportation Manager	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Traffic Data Collection Manager	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Senior Project Manager	$85.75	$90.00	$88.32	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Project Manager	$80.00	$84.00	$82.40	$86.52	$84.87	$89.12	$87.42	$90.00	$90.00	$90.00	$90.00	$90.00
Project Engineer III	$78.50	$82.43	$80.86	$84.90	$83.28	$87.44	$85.78	$90.00	$88.35	$90.00	$90.00	$90.00
Project Engineer II	$75.00	$78.75	$77.25	$81.11	$79.57	$83.55	$81.95	$86.05	$84.41	$88.63	$86.95	$90.00
Project Engineer I	$62.50	$65.63	$64.38	$67.59	$66.31	$69.62	$68.30	$71.71	$70.34	$73.86	$72.45	$76.08
Engineer IV	$53.50	$56.18	$55.11	$57.86	$56.76	$59.60	$58.46	$61.38	$60.21	$63.23	$62.02	$65.12
Engineer III	$47.00	$49.35	$48.41	$50.83	$49.86	$52.36	$51.36	$53.93	$52.90	$55.54	$54.49	$57.21
Engineer II	$43.75	$45.94	$45.06	$47.32	$46.41	$48.74	$47.81	$50.20	$49.24	$51.70	$50.72	$53.25
Engineer I	$39.00	$40.95	$40.17	$42.18	$41.38	$43.44	$42.62	$44.75	$43.89	$46.09	$45.21	$47.47
Engineer Technician III	$60.00	$63.00	$61.80	$64.89	$63.65	$66.84	$65.56	$68.84	$67.53	$70.91	$69.56	$73.03
Engineer Technician II	$43.00	$45.15	$44.29	$46.50	$45.62	$47.90	$46.99	$49.34	$48.40	$50.82	$49.85	$52.34
Engineer Technician I	$30.50	$32.03	$31.42	$32.99	$32.36	$33.98	$33.33	$34.99	$34.33	$36.04	$35.36	$37.13
Field Technician IV	$60.00	$63.00	$61.80	$64.89	$63.65	$66.84	$65.56	$68.84	$67.53	$70.91	$69.56	$73.03
Field Technician III	$45.50	$47.78	$46.87	$49.21	$48.27	$50.68	$49.72	$52.21	$51.21	$53.77	$52.75	$55.38
Field Technician II	$43.00	$45.15	$44.29	$46.50	$45.62	$47.90	$46.99	$49.34	$48.40	$50.82	$49.85	$52.34
Field Technician I	$32.25	$33.86	$33.22	$34.88	$34.21	$35.92	$35.24	$37.00	$36.30	$38.11	$37.39	$39.26
Survey Chief	$61.00	$64.05	$62.83	$65.97	$64.71	$67.95	$66.66	$69.99	$68.66	$72.09	$70.72	$74.25
Surveyor	$37.80	$39.69	$38.93	$40.88	$40.10	$42.11	$41.31	$43.37	$42.54	$44.67	$43.82	$46.01
Senior CADD Technician	$52.50	$55.13	$54.08	$56.78	$55.70	$58.48	$57.37	$60.24	$59.09	$62.04	$60.86	$63.90
CADD Technician	$34.25	$35.96	$35.28	$37.04	$36.34	$38.15	$37.43	$39.30	$38.55	$40.48	$39.71	$41.69
Administrator	$52.13	$54.74	$53.69	$56.38	$55.30	$58.07	$56.96	$59.81	$58.67	$61.61	$60.43	$63.45
Administrative Assistant	$35.17	$36.93	$36.23	$38.04	$37.31	$39.18	$38.43	$40.35	$39.58	$41.56	$40.77	$42.81
Intern	$26.00	$27.30	$26.78	$28.12	$27.58	$28.96	$28.41	$29.83	$29.26	$30.73	$30.14	$31.65

Escalation Rate: The percentage used to project the consultant's current hourly rate throughout the life of the contract to account for future raises will be 3% per year, effective January 1 of each year.

Preliminary Engineering Services and Preparation of a Phase I Study - Various-Various (Task Orders) Contract

Department of Transportation and Highways

Contract # 2561-03172C - PES VV

Average and Maximum Hourly Rates by Classification

Company: d'Escoto, Inc.

$90 Cap on Max Rate

	Calendar Year 2026		Calendar Year 2027		Calendar Year 2028		Calendar Year 2029		Calendar Year 2030		Calendar Year 2031	
Labor Classification	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate
Civil Design Engineer II	$40.00	$50.00	$41.20	$51.50	$42.44	$53.05	$43.71	$54.64	$45.02	$56.28	$46.37	$57.96
Project Design Engineer I	$50.00	$60.00	$51.50	$61.80	$53.05	$63.65	$54.64	$65.56	$56.28	$67.53	$57.96	$69.56
Project Design Engineer II	$60.00	$70.00	$61.80	$72.10	$63.65	$74.26	$65.56	$76.49	$67.53	$78.79	$69.56	$81.15
Project Design Engineer III	$70.00	$90.00	$72.10	$90.00	$74.26	$90.00	$76.49	$90.00	$78.79	$90.00	$81.15	$90.00
Design Manager	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00

Escalation Rate: The percentage used to project the consultant's current hourly rate throughout the life of the contract to account for future raises will be 3% per year, effective January 1 of each year.

Preliminary Engineering Services and Preparation of a Phase I Study - Various-Various (Task Orders) Contract

Department of Transportation and Highways

Contract # 2561-03172C - PES VV

Average and Maximum Hourly Rates by Classification

Company: GSG Consultants, Inc.

$90 Cap on Max Rate

	Calendar Year 2026		Calendar Year 2027		Calendar Year 2028		Calendar Year 2029		Calendar Year 2030		Calendar Year 2031	
Labor Classification	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate
Principle		$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Project Manager III	$78.00	$82.00	$80.34	$84.46	$82.75	$86.99	$85.23	$89.60	$87.79	$90.00	$90.42	$90.00
Project Manager II	$70.00	$75.00	$72.10	$77.25	$74.26	$79.57	$76.49	$81.95	$78.79	$84.41	$81.15	$86.95
Project Manager I	$63.00	$65.00	$64.89	$66.95	$66.84	$68.96	$68.84	$71.03	$70.91	$73.16	$73.03	$75.35
Senior Engineer III	$57.00	$60.00	$58.71	$61.80	$60.47	$63.65	$62.29	$65.56	$64.15	$67.53	$66.08	$69.56
Senior Engineer II	$52.00	$55.00	$53.56	$56.65	$55.17	$58.35	$56.82	$60.10	$58.53	$61.90	$60.28	$63.76
Senior Engineer I	$48.00	$52.00	$49.44	$53.56	$50.92	$55.17	$52.45	$56.82	$54.02	$58.53	$55.65	$60.28
Project Engineer III	$45.00	$48.00	$46.35	$49.44	$47.74	$50.92	$49.17	$52.45	$50.65	$54.02	$52.17	$55.65
Project Engineer II	$43.00	$46.00	$44.29	$47.38	$45.62	$48.80	$46.99	$50.27	$48.40	$51.77	$49.85	$53.33
Project Engineer I	$42.00	$45.00	$43.26	$46.35	$44.56	$47.74	$45.89	$49.17	$47.27	$50.65	$48.69	$52.17
Staff Engineer III	$37.00	$40.00	$38.11	$41.20	$39.25	$42.44	$40.43	$43.71	$41.64	$45.02	$42.89	$46.37
Staff Engineer II	$37.00	$40.00	$38.11	$41.20	$39.25	$42.44	$40.43	$43.71	$41.64	$45.02	$42.89	$46.37
Staff Engineer I	$37.00	$40.00	$38.11	$41.20	$39.25	$42.44	$40.43	$43.71	$41.64	$45.02	$42.89	$46.37
Senior Inspector III	$62.00	$65.00	$63.86	$66.95	$65.78	$68.96	$67.75	$71.03	$69.78	$73.16	$71.87	$75.35
Senior Inspector II	$57.00	$60.00	$58.71	$61.80	$60.47	$63.65	$62.29	$65.56	$64.15	$67.53	$66.08	$69.56
Senior Inspector I	$44.00	$55.00	$45.32	$56.65	$46.68	$58.35	$48.08	$60.10	$49.52	$61.90	$51.01	$63.76
Inspector III	$45.00	$48.00	$46.35	$49.44	$47.74	$50.92	$49.17	$52.45	$50.65	$54.02	$52.17	$55.65
Inspector II	$42.00	$45.00	$43.26	$46.35	$44.56	$47.74	$45.89	$49.17	$47.27	$50.65	$48.69	$52.17
Inspector I	$37.00	$40.00	$38.11	$41.20	$39.25	$42.44	$40.43	$43.71	$41.64	$45.02	$42.89	$46.37
Project Administrator	$35.00	$38.00	$36.05	$39.14	$37.13	$40.31	$38.25	$41.52	$39.39	$42.77	$40.57	$44.05
Administrative Support	$32.00	$34.00	$32.96	$35.02	$33.95	$36.07	$34.97	$37.15	$36.02	$38.27	$37.10	$39.42

Escalation Rate: The percentage used to project the consultant's current hourly rate throughout the life of the contract to account for future raises will be 3% per year, effective January 1 of each year.

Preliminary Engineering Services and Preparation of a Phase I Study - Various-Various (Task Orders) Contract

Department of Transportation and Highways

Contract # 2561-03172C - PES VV

Average and Maximum Hourly Rates by Classification

Company: Morreale Public Affairs Group, Inc DBA Morreale Communications

$90 Cap on Max Rate

	Calendar Year 2026		Calendar Year 2027		Calendar Year 2028		Calendar Year 2029		Calendar Year 2030		Calendar Year 2031	
Labor Classification	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate
Principal	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Partner	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Vice President	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
Communications Specialist II	$51.63	$90.00	$53.18	$90.00	$54.77	$90.00	$56.42	$90.00	$58.11	$90.00	$59.85	$90.00
Graphic Designer I	$56.94	$90.00	$58.65	$90.00	$60.41	$90.00	$62.22	$90.00	$64.09	$90.00	$66.01	$90.00
Communications Specialist V	$33.65	$90.00	$34.66	$90.00	$35.70	$90.00	$36.77	$90.00	$37.87	$90.00	$39.01	$90.00
Communications Specialist V	$33.65	$90.00	$34.66	$90.00	$35.70	$90.00	$36.77	$90.00	$37.87	$90.00	$39.01	$90.00
Director	$76.44	$90.00	$78.73	$90.00	$81.10	$90.00	$83.53	$90.00	$86.03	$90.00	$88.61	$90.00

Escalation Rate: The percentage used to project the consultant's current hourly rate throughout the life of the contract to account for future raises will be 3% per year, effective January 1 of each year.

Preliminary Engineering Services and Preparation of a Phase I Study - Various-Various (Task Orders) Contract

Department of Transportation and Highways

Contract # 2561-03172C - PES VV

Average and Maximum Hourly Rates by Classification

Company: SE3, LLC

$90 Cap on Max Rate

	Calendar Year 2026		Calendar Year 2027		Calendar Year 2028		Calendar Year 2029		Calendar Year 2030		Calendar Year 2031	
Labor Classification	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate
Principal	88.77	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00
Senior Project Manager	78.08	88.00	80.42	90.00	82.84	90.00	85.32	90.00	87.88	90.00	90.00	90.00
Project Manager	69.40	82.00	71.48	84.46	73.63	86.99	75.84	89.60	78.11	90.00	80.45	90.00
Project Engineer	54.13	72.00	55.75	74.16	57.43	76.38	59.15	78.68	60.92	81.04	62.75	83.47
Staff Engineer	41.67	58.00	42.92	59.74	44.21	61.53	45.53	63.38	46.90	65.28	48.31	67.24
Technician Manager	46.80	50.00	48.20	51.50	49.65	53.05	51.14	54.64	52.67	56.28	54.25	57.96
Technician	33.58	40.00	34.59	41.20	35.63	42.44	36.69	43.71	37.79	45.02	38.93	46.37
Accountant	41.69	45.00	42.94	46.35	44.23	47.74	45.56	49.17	46.92	50.65	48.33	52.17
Administrative Assistant	36.06	45.00	37.14	46.35	38.26	47.74	39.40	49.17	40.59	50.65	41.80	52.17
Intern	27.00	32.00	27.81	32.96	28.64	33.95	29.50	34.97	30.39	36.02	31.30	37.10

Escalation Rate: The percentage used to project the consultant's current hourly rate throughout the life of the contract to account for future raises will be 3% per year, effective January 1 of each year.

Preliminary Engineering Services and Preparation of a Phase I Study - Various-Various (Task Orders) Contract

Department of Transportation and Highways

Contract # 2561-03172C - PES VV

Average and Maximum Hourly Rates by Classification

Company: TGA

Fully Loaded Rate

	Calendar Year 2026		Calendar Year 2027		Calendar Year 2028		Calendar Year 2029		Calendar Year 2030		Calendar Year 2031	
Labor Classification	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate
Principal	$285	$285	$285	$285	$285	$285	$285	$285	$285	$285	$285	$285
Director/VP	$195	$195	$195	$195	$195	$195	$195	$195	$195	$195	$195	$195
Sr. Policy Advisor	$175	$175	$175	$175	$175	$175	$175	$175	$175	$175	$175	$175
Associate	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150

Escalation Rate: The percentage used to project the consultant's current hourly rate throughout the life of the contract to account for future raises will be 3% per year, effective January 1 of each year.

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 24, 2025

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Andrew Mrowicki
HR Green, Inc.
2363 Sequoia Drive
101
Aurora, IL 60506

Dear Andrew Mrowicki,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 27, 2024. Your firm's total annual transportation fee capacity will be $55,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 183.31% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 27, 2025. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR HR Green, Inc.

CATEGORY	COMMENT	STATUS
Special Studies - Feasibility		X
Hydraulic Reports - Waterways: Complex		X
Special Studies - Safety		X
Airports - Construction Inspection		X
Structures - Highway: Simple		X
Special Services - Electrical Engineering		X
Highways - Freeways		X
Special Studies - Traffic Studies		X
Special Studies- Location Drainage		X
Special Studies - Signal Coordination & Timing (SCAT)		X
Special Services - Public Involvement		X
Hydraulic Reports - Waterways: Typical		X
Special Services - Surveying		X
Highways - Roads and Streets		X
Location Design Studies - Reconstruction/Major Rehabilitation		X
Special Services - Sanitary	Wastewater treatment plants aren't transportation related. Remove water treatment facilities projects.	X
Location Design Studies - New Construction/Major Reconstruction		X
Structures - Highway: Typical		X
Special Plans - Traffic Signals		X
Special Services - Landscape Architecture		X
Structures - Railroad		X
Special Services - Mechanical	Only list transportation related mechanical engineering projects Remove water treatment facilities projects.	X
Hydraulic Reports - Pump Stations		X
Special Services - Construction Inspection		X
Structures - Highway: Complex		X

Location Design Studies - Rehabilitation		X
Environmental Reports - Environmental Assessment		X
Special Plans - Pumping Stations		X
Environmental Reports - Environmental Impact Statement	HR Green, Inc. meets the EIS Prequalification requirements. However, Sean LaDieu does not meet the prequalification requirements for the EIS Lead. Sean did not provide two or more transportation-related EAs; one or more transportation-related EIS; or two or more projects that utilized the Illinois NEPA-404 merger process and received concurrence on the preferred alternative. Timothy Thoreen does not meet requirements for the EIS Lead. He did not list the required FHWA-NHI-142005 NEPA and Transportation Decision Making; 18 hours or more of NEPA classes or comparable class. Also, he did not submit the required certificate of completion. Sean LaDieu does not meet requirements for the Noise discipline. The training classes that Sean LaDieu provided add up to 6.9 hours of Highway Traffic Noise training. Comparable courses must add up to 18 hours. Noise Model course hours do not count towards "Highway Traffic Noise" hours. Sean submit the required noise classes; either NHI course #142051, "Highway Traffic Noise" or comparable = 18-hour course; or the following courses; 142086- Acoustics of Highway Traffic and Construction Noise, 142087- Highway Traffic and Construction Noise Regulations, 142088- How to Measure Highway Traffic Noise, 142089- Abatement and Design Considerations for Highway Traffic Noise, 142090- An Introduction to the Traffic Noise Model (TNM) 3.0, 142091- Public Involvement for Highway Traffic and Construction Noise Projects, 142092- How to Mitigate Construction Noise, 142093- How to Document Highway Traffic Noise Study Results, 142094- Noise Compatible Planning (NCP) for Highway Traffic Noise. Certificates of completion must be provided. Stacy Woodson does not meet the requirements for the Noise discipline. Stacy did not submit the required noise classes; either NHI course #142051, "Highway Traffic Noise" or comparable = 18-hour course; or the following courses; 142086- Acoustics of Highway Traffic and Construction Noise, 142087- Highway Traffic and Construction Noise Regulations, 142088- How to Measure	X

	Highway Traffic Noise, 142089- Abatement and Design Considerations for Highway Traffic Noise, 142090- An Introduction to the Traffic Noise Model (TNM) 3.0, 142091- Public Involvement for Highway Traffic and Construction Noise Projects, 142092- How to Mitigate Construction Noise, 142093- How to Document Highway Traffic Noise Study Results, 142094- Noise Compatible Planning (NCP) for Highway Traffic Noise. Certificates of completion must be provided. Sean LaDieu is assigned more than three disciplines. According to the Description and Minimum Requirements for Prequalification handbook, "No person may be assigned more than three disciplines." Sean is assigned to four disciplines.	
Structures - Highway: Advanced Typical		X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	SUSPENDED, WILL NOT ACCEPT STATEMENTS OF INTEREST

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

December 4, 2024

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Natalia Homedi
ATLAS ENGINEERING GROUP
710 Estate Drive
Deerfield, IL 60015

Dear Natalia Homedi,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2023. Your firm's total annual transportation fee capacity will be

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 164.00% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2024. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR ATLAS ENGINEERING GROUP

CATEGORY	STATUS
Structures - Highway: Complex	X
Structures - Moveable	X
Airports - Design	X
Special Plans - Traffic Signals	X
Special Studies - Traffic Studies	X
Special Services - Construction Inspection	X
Hydraulic Reports - Waterways: Typical	X
Special Studies- Location Drainage	X
Hydraulic Reports - Waterways: Complex	X
Hydraulic Reports - Pump Stations	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Studies - Safety	X
Location Design Studies - Rehabilitation	X
Highways - Roads and Streets	X
Highways - Freeways	X
Special Services - Surveying	X
Structures - Highway: Simple	X
Location Design Studies - New Construction/Major Reconstruction	X
Structures - Railroad	X
Structures - Highway: Typical	X
Airports - Construction Inspection	X
Transportation Studies - Railway Engineering	X
Structures - Highway: Advanced Typical	X
Special Services - Subsurface Utility Engineering	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 8, 2025

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Frederick d'Escoto
D'ESCOTO, INC.
1200 N Ashland Ave.
Suite 600
Chicago, IL 60622

Dear Frederick d'Escoto,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2024. Your firm's total annual transportation fee capacity will be $10,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 81.55% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2025. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

May 14, 2025

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Ala Sassila
GSG CONSULTANTS, INC.
735 Remington Rd
Schaumburg, IL 60173

Dear Ala Sassila,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2024. Your firm's total annual transportation fee capacity will be $21,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 128.57% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2025. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR GSG CONSULTANTS, INC.

CATEGORY	STATUS
Special Services - Aerial Mapping/LiDAR	X
Special Services - Mobile LiDAR	X
Special Services - Project Controls	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Surveying	X
Special Services - Subsurface Utility Engineering	X
Special Studies- Location Drainage	X
Hydraulic Reports - Waterways: Complex	X
Highways - Roads and Streets	X
Special Services - Asbestos Abatement Surveys	X
Structures - Highway: Typical	X
Geotechnical Services - General Geotechnical Services	X
Special Services - Hazardous Waste: Simple	X
Location Design Studies - Rehabilitation	X
Highways - Freeways	X
Hydraulic Reports - Waterways: Typical	X
Special Services - Construction Inspection	X
Geotechnical Services - Subsurface Explorations	X
Geotechnical Services - Structure Geotechnical Reports (SGR)	X
Geotechnical Services - Complex Geotech/Major Foundation	X
Structures - Highway: Simple	X
Transportation Studies - Railway Engineering	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

December 3, 2025

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Kim Morreale
Morreale Communications
9501 Technology Blvd
3200
Rosemont, IL 60018

Dear Kim Morreale,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2024. Your firm's total annual transportation fee capacity will be $4,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 136.92% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2025. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR Morreale Communications

CATEGORY	COMMENT	STATUS
Special Services - Public Involvement		X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	SUSPENDED, WILL NOT ACCEPT STATEMENTS OF INTEREST

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 26, 2025

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Jason Martin
SE3, LLC
1111 Burlington Avenue
Suite 111
Lisle, IL 60532

Dear Jason Martin,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2024. Your firm's total annual transportation fee capacity will be $19,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 177.98% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2025. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR SE3, LLC

CATEGORY	COMMENT	STATUS
Special Studies - Safety	Firm will lose prequalification on the next submittal if the projects older than 2014 are not removed.	X
Highways - Freeways	Firm has limited experience in the design of controlled access highways.	X
Location Design Studies - Rehabilitation	Firm will lose prequalification on the next submittal if the projects older than 2014 are not removed.	X
Special Studies - Traffic Studies		X
Special Plans - Traffic Signals		X
Special Services - Construction Inspection		X
Special Studies- Location Drainage		X
Structures - Highway: Simple		X
Structures - Highway: Typical		X
Location Design Studies - Reconstruction/Major Rehabilitation	Firm has limited experience at this level. Firm will lose prequalification on the next submittal if the projects older than 2014 are not removed.	X
Highways - Roads and Streets		X
Specialty Agents - Negotiator	Must provide Course Certificates and Negotiator Notes.	A

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	SUSPENDED, WILL NOT ACCEPT STATEMENTS OF INTEREST

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number

Prime Consultant (Firm) Name	Prepared By	Date

Consultant / Subconsultant Name	Job Number

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM		MONTHS	OVERHEAD RATE	
START DATE			COMPLEXITY FACTOR	
RAISE DATE			% OF RAISE	3.00%
END DATE				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract

The total escalation = 0.00%

Local Public Agency	County	Section Number

Consultant / Subconsultant Name	Job Number

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	0.00%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE

Local Public Agency	County	Section Number

Consultant / Subconsultant Name	Job Number

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant
Total	**0.00**	**0.00**

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency	County	Section Number

Consultant / Subconsultant Name	Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$0.00**

Local Public Agency

County

Section Number

Consultant / Subconsultant Name

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 0.00%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
			-	-	-		-	
			-	-	-		-	
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			-	-	-		-	
Subconsultant DL					0.00			
TOTALS	-	0	-	-	-	-	-	0.00%

Local Public Agency

County

Section Number

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
		0.0																	
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TOTALS		0.0	0%	$0.00	0.0	0.00%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Local Public Agency

County

Section Number

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
TOTALS		0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Local Public Agency

County

Section Number

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
TOTALS		0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Local Public Agency	County	Section Number

Consultant / Subconsultant Name	Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 4 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
TOTALS		0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Local Public Agency

County

Section Number

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
TOTALS		0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Instructions for BLR 05514

Form instructions are not to be submitted with the form

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

This form shall be used as and exhibit with BLR 05530, Local Public Agency Engineering Services Agreement, when Cost Plus Fixed is selected as the method of compensation with the raise date selected by the user. For more information, refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5.

Fields completed on one tab that are required on other tabs are automatically populated based on the entry on the first tab.

ESCALATION TAB

Local Public Agency	Insert the name of the Local Public Agency (LPA).
County	Insert the county name in which the LPA is located.
Section Number	Insert the section number associated with this project.
Prime Consultant (Firm) Name	Insert the name of the prime consultant for this agreement.
Prepared By	Insert the name of the person who prepared this document.
Date	Insert the date the document was prepared.
Consultant / Subconsultant Name	Insert the name of the consultant or subconsultant exhibit is for. This is the name that will be displayed at the top of all the other sheets.
Job Number	Insert the job number(s) for associated with this project.
Remarks	Insert remarks and/or comments associated with this project or associated
Payroll Escalation Table	
Contract Term	Insert the contract term in months.
Overhead Rate	Insert the IDOT approved overhead rate in place at the time of this agreement.
Start Date	Insert the start date of this agreement.
Complexity Factor	Insert the complexity factor assigned to this project. A complexity factor is assigned to the project, not to the LPA.
Raise Date	Insert the initial raise date.
% of Raise	No entry necessary, this is set at three percent.
End Date	No entry necessary, this field is automatically calculated based on the start date and contract term.
Escalation Per Year	No entry necessary, all fields are automatically calculated based on contract term, start date, and raise date.

Instructions for BLR 05514

Form instructions are not to be submitted with the form

RATES TAB

Local Public Agency	This field is automatically completed based on entries on the Escalation Tab.
County	This field is automatically completed based on entries on the Escalation Tab.
Section Number	This field is automatically completed based on entries on the Escalation Tab.
Consultant / Subconsultant Name	This field is automatically completed based on entries on the Escalation Tab.
Job Number	This field is automatically completed based on entries on the Escalation Tab.
Maximum Payroll Rate	This is the maximum payroll rate allowable on this agreement.
Escalation Factor	This field is automatically completed based on entries on the Escalation Tab.
Classification	List each payroll classification who will work on this project, on a separate line.
IDOT Payroll Rates on File	Enter the IDOT approved rate for the classification listed to the left.
Calculated Rate	No entry necessary, this field is automatically completed based on the approved rate times the escalation factor.

SUBS TAB

Local Public Agency	This field is automatically completed based on entries on the Escalation Tab.
County	This field is automatically completed based on entries on the Escalation Tab.
Section Number	This field is automatically completed based on entries on the Escalation Tab.
Consultant / Subconsultant Name	This field is automatically completed based on entries on the Escalation Tab.
Job Number	This field is automatically completed based on entries on the Escalation Tab.
Name	List subconsultants that will be used on this project, using a separate line for each.
Direct Labor Total	Insert the direct labor for the consultant listed to the left.
Contribution to Prime Consultant	No entry necessary, this field is automatically completed. It is the Direct Labor Total times 10%.

DIRECT COSTS TAB

Local Public Agency	This field is automatically completed based on entries on the Escalation Tab.
County	This field is automatically completed based on entries on the Escalation Tab.
Section Number	This field is automatically completed based on entries on the Escalation Tab.
Consultant / Subconsultant Name	This field is automatically completed based on entries on the Escalation Tab.
Job Number	This field is automatically completed based on entries on the Escalation Tab.
Item & Allowable	List ALL direct costs required for this project. Those not listed on the form will NOT be eligible for reimbursement by the LPA on this project.
Quantity & Contract Rate	Enter Quantity AND Contract Rate. Total is automatically calculated.

Instructions for BLR 05514

Form instructions are not to be submitted with the form

COST EST TAB

Local Public Agency	This field is automatically completed based on entries on the Escalation Tab.
County	This field is automatically completed based on entries on the Escalation Tab.
Section Number	This field is automatically completed based on entries on the Escalation Tab.
Consultant / Subconsultant Name	This field is automatically completed based on entries on the Escalation Tab.
Job Number	This field is automatically completed based on entries on the Escalation Tab.
Overhead Rate	This field is automatically completed based on entries on the Escalation Tab.
Complexity Factor	This field is automatically completed based on entries on the Escalation Tab.
Task	Insert the tasks required for this project, use a separate line for each task.
Direct Costs	Insert the amount of direct costs for the task listed to the left.
Staff hours	No entry necessary, this is automatically completed based on entries under the AVG tabs for each task. It will be the total hours for all payroll classifications for the task listed to the left.
Payroll	No entry necessary, this is automatically completed based on entries under the AVG tabs for each task. It will be the total payroll for the task listed to the left.
Overhead & Fringe Benefits	No entry necessary, this is automatically completed based on payroll listed to the left times the overhead rate.
Fixed Fee	No entry necessary, this is automatically completed based the lessor of minimum of the payroll plus the overhead and fringe benefits times fifteen percent, or 0.33 plus the complexity factor times .
Services by Others	Insert the amount of services by others for the task listed to the left.
Total	No entry necessary, this is the total of the payroll, overhead & fringe benefits, direct costs, fixed fee and services by others.
% of Grand Total	No entry necessary, this is the % of the grand total for the task listed to the left.
Subconsultant DL	This field is automatically completed based on the information completed on the SUB tab.
Totals	Totals fields are automatically completed based on the entries in the column above.

Instructions for BLR 05514

Form instructions are not to be submitted with the form

AVG 1 - AVG 5 TABs

Local Public Agency	This field is automatically completed based on entries on the Escalation Tab.
County	This field is automatically completed based on entries on the Escalation Tab.
Section Number	This field is automatically completed based on entries on the Escalation Tab.
Consultant / Subconsultant Name	This field is automatically completed based on entries on the Escalation Tab.
Job Number	This field is automatically completed based on entries on the Escalation Tab.
Payroll Classification	This field is automatically completed based on entries on the Rates Tab.
Avg Hourly Rates	This field is automatically completed based on entries on the Rates Tab for the classification listed to the left, no payroll classification listed to the left.
Total Project Rates:	
Hours	This is the total hours based on entries under each task for the payroll entry is necessary.
% Part.	No entry is necessary, this is the percent of participation for the payroll classification listed to the left, of the total project.
Wgtd Avg	No entry is necessary, this is the weighted average for the payroll classification listed to the left.
Task	Each task will automatically be completed based on task entries on the COST EST tab.
Hours	Enter the number of hours the payroll classification listed to the left will perform for the task listed above.
% Part.	No entry necessary, this is the percent of participation for the payroll classification listed to the left for the task listed above.
Wgtd Avg	No entry necessary, this is the weighted average for the payroll classification listed to the left for the task above.
Totals	No entry necessary, this is the sum of the column above.

EXHIBIT 5

Minority and Women Owned Business Enterprise Commitment

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

161 N. Clark
Suite 2300
Chicago, Illinois 60601

Date: December 9, 2025

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director (BED)
Office of the Chief Procurement Officer
Business Enterprise Development (BED)

RE: Contract No. 2561-03172A
Preliminary Engineering Services Various Various (Task Orders)
Department of Transportation and Highways (DOTH)
Contractor: HR Green, Inc.
Contract Value: $3,500,000.00
Contract Term: 4/1/2026 – 3/31/2031
RSI – Professional Services
Contract Goal: 30% MBE/WBE participation

The Center of Business Enterprise Development is in receipt of the above-referenced contract and has reviewed this contract for compliance with the Minority and Women owned Business Enterprises (MBE/WBE) Ordinance. After careful review of our records as reported by the vendor, it has been determined the vendor is in compliance with the MBE/WBE Ordinance.

Original Contract Utilization Plan (Based on Contract Value $3,500,000.00)

MBE/WBE	Status	Certifying Agency	Commitment (direct)
Atlas Engineering Group, Ltd.	WBE-C-F	City of Chicago	8%
D'escoto, Inc.	MBE-HA-M	Cook County	8%
GSG Consultants, Inc.	MBE-HA-M	City of Chicago	4%
Morreale Communications	WBE-C-F	City of Chicago	3%
SE3, LLC	MBE-AA-M	Cook County	8%
			Total: 31% MBE/WBE

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

JC/mk

CC: Rahel Abraham, OCPO
Cho Ng, DOTH
Nathan Roseberry, DOTH
Oscar Valenzuela, DOTH

M/WBE Utilization Plan

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- [ ] Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- [ ] Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit.
- [X] Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. [X] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Atlas Engineering Group, Ltd.

Address: 710 Estate Drive, Deerfield, IL 60015

E-mail: nhomedi@aeggroupltd.com

Contact Person: Natalia Homedi, PE Phone: 847-753-8020

Dollar Amount Participation: $ TBD

Percent Amount of Participation: 8 %

*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: d'Escoto, Inc.

Address: 55 W Van Buren St., Suite 200, Chicago, IL 60605

E-mail: fcdescoto@descotoinc.com

Contact Person: Frederick d'Escoto Phone: 312-787-0707

Dollar Amount Participation: $ TBD

Percent Amount of Participation: 8 %

*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE Firm: GSG Consultants, Inc.

Address: 735 Remington Road, Schaumburg, IL 60173

E-mail: asassila@gsg-consultants.com

Contact Person: Ala Sassila Phone: 630.994.2600

Dollar Amount Participation: $ TBD

Percent Amount of Participation: 4 %

*Letter of Intent attached? Yes X No
*Current Letter of Certification attached? Yes X No

MBE/WBE Firm: Morreale Strategic Communications

Address: 9501 Technology Boulevard, Suite 3200, Rosemont, IL 60018

E-mail: balvarez@morrealecomm.com

Contact Person: Berenice Alvarez Phone: 312-300-6870

Dollar Amount Participation: $ TBD

Percent Amount of Participation: 3% %

*Letter of Intent attached? Yes X No
*Current Letter of Certification attached? Yes X No

MBE/WBE Firm: SE3, LLC

Address: 1111 Burlington Ave., Suite 111, Lisle, IL 60532

E-mail: rkumapley@se3.us

Contact Person: Raymond Kumapley Phone: 630-641-9900

Dollar Amount Participation: $ TBD

Percent Amount of Participation: 8% %

*Letter of Intent attached? Yes X No
*Current Letter of Certification attached? Yes X No

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Atlas Engineering Group, Ltd

Certifying Agency: Cook County Department of Transportation and Highways

Contact Person: Natalia Homedi, PE

Certification Expiration Date: 02/01/2026

Address: 710 Estate Drive

Ethnicity: Caucasian

City/State: Deerfield, IL Zip: 60015

Bid/Proposal/Contract #: 2561-03172

Phone: 847-753-8020 Fax: 847-753-8023

FEIN #: 14-1990721

Email: nhomedi@aegroupltd.com

Participation: ☑ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☑ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Roadway, Drainage, Structural, and Survey.

Indicate the **Dollar Amount, Percentage,** and the **Terms of Payment** for the above-described Commodities/ Services:

DUR 8%, Paid within 15 days when paid by the County

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (*M/WBE*)

Natalia Homedi, PE
Print Name

Atlas Engineering Group, Ltd.
Firm Name

09/17/2025
Date

Subscribed and sworn before me

this 17 day of September, 2025.

Notary Public Jeffery Kraines

OFFICIAL SEAL
JEFFERY JOSHUA KRAINES
Notary Public, State of Illinois
Commission No. 1010310
My Commission Expires May 15, 2029
SEAL

Signature (*Prime Bidder/Proposer*)

Anthony P. Simmons, PE
Print Name

HR Green, Inc.
Firm Name

12/2/2025
Date

Subscribed and sworn before me

this 2 day of December, 2025.

Notary Public Shanna Dee

OFFICIAL SEAL
SHANNA LYNN DEE
Notary Public, State of Illinois
Commission No. 1006013
My Commission Expires March 06, 2029
SEAL

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: d'Escoto, Inc.

Certifying Agency: Cook County

Contact Person: Frederick d'Escoto

Certification Expiration Date: 04/05/2026

Address: 55 W Van Buren St., Suite 200

Ethnicity: Hispanic

City/State: Chicago, IL Zip: 60605

Bid/Proposal/Contract #: 2561-03172

Phone: 312-787-0707 Fax: _____

FEIN #: 36-2949777

Email: fcdescoto@descotoinc.com

Participation: [X] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Indicate the **Dollar Amount, Percentage,** and the **Terms of Payment** for the above-described Commodities/ Services:

DUR 8%, Paid within 15 days when paid by the County

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (*M/WBE*)

Frederick d'Escoto
Print Name

d'Escoto, Inc.
Firm Name

9/16/2025
Date

Subscribed and sworn before me

this 16 day of September, 2025.

Notary Public Magdalena Sandoval

OFFICIAL SEAL
MAGDALENA SANDOVAL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/06/2026
SEAL

Signature (~~*Prime Bidder/Proposer*~~)

Anthony P. Simmons, PE
Print Name

HR Green, Inc.
Firm Name

12/2/2025
Date

Subscribed and sworn before me

this 2 day of December, 2025.

Notary Public Shanna Dee

OFFICIAL SEAL
SHANNA LYNN DEE
Notary Public, State of Illinois
Commission No. 1006013
My Commission Expires March 06, 2029
SEAL

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: GSG Consultants, Inc.

Certifying Agency: City of Chicago

Contact Person: Ala Sassila, PhD, PE

Certification Expiration Date: 6/1/2026

Address: 735 Remington Rd

Ethnicity: Hispanic

City/State: Schaumburg, IL Zip: 60173

Bid/Proposal/Contract #: RFQ #2561-03172A

Phone: 630.994.2600 Fax: _____

FEIN #: 36-3844476

Email: asassila@gsg-consultants.com

Participation: ☑ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☑ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Geotechnical Services

Indicate the **Dollar Amount, Percentage,** and the **Terms of Payment** for the above-described Commodities/ Services:

DUR 4%, Paid within 15 days when paid by the County

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (*M/WBE*)

Ala Sassila, PhD, PE
Print Name

GSG Consultants, Inc
Firm Name

09/12/25
Date

Subscribed and sworn before me

this 12 day of September, 20___.

Notary Public Anita Marie States

Official Seal
ANITA MARIE STATES
Notary Public, State of Illinois
Commission No. 907958
My Commission Expires February 7, 2028

SEAL

Signature (*Prime Bidder/Proposer*)

Anthony P. Simmons, PE
Print Name

HR Green, Inc.
Firm Name

12/2/2025
Date

Subscribed and sworn before me

this 2 day of December, 20 25.

Notary Public Shanna Dee

OFFICIAL SEAL
SHANNA LYNN DEE
Notary Public, State of Illinois
Commission No. 1006013
My Commission Expires March 06, 2029

SEAL

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Morreale Communications

Certifying Agency: City of Chicago

Contact Person: Berenice Alvarez

Certification Expiration Date: 2/15/2026

Address: 9501 Technology Boulevard Suite 3200

Ethnicity: Caucasian

City/State: Rosemont, IL Zip: 60018

Bid/Proposal/Contract #: 2561-03172

Phone: 312 300 6870 Fax: _____

FEIN #: 38-3738968

Email: balvarez@morrealecomm.com

Participation: [X] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Public Involvement and Communication Services

Indicate the **Dollar Amount, Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

DUR 3%, Paid within 15 days when paid by the County

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (*M/WBE*)

Berenice Alvarez
Print Name

Morreale Communications
Firm Name

9/17/2025
Date

Subscribed and sworn before me

this 17 day of September, 2025.

Notary Public

SEAL
OFFICIAL SEAL
LAURA M SCHILLINGER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/14/2026

Signature (*Prime Bidder/Proposer*)

Anthony P. Simmons, PE
Print Name

HR Green, Inc.
Firm Name

12/2/2025
Date

Subscribed and sworn before me

this 2 day of December, 2025.

Notary Public Shanna Lynn Dee

SEAL
OFFICIAL SEAL
SHANNA LYNN DEE
Notary Public, State of Illinois
Commission No. 1006013
My Commission Expires March 06, 2029

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: SE3, LLC

Contact Person: Raymond Kumapley

Address: 1111 Burlington Ave., Suite 111

City/State: Lisle, IL Zip: 60532

Phone: 630.641.9900 Fax: _____

Email: rkumapley@se3.us

Participation: [X] Direct [ ] Indirect

Certifying Agency: Cook County

Certification Expiration Date: 11.2.2025

Ethnicity: African American

Bid/Proposal/Contract #: 2561-03172A

FEIN #: 20-1307980

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Preliminary Engineering - Structural

Indicate the **Dollar Amount, Percentage,** and the **Terms of Payment** for the above-described Commodities/ Services:

DUR 8%, Paid within 15 days when paid by the County

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (*M/WBE*)

Raymond Kumapley
Print Name

SE3, LLC
Firm Name

9.16.2025
Date

Subscribed and sworn before me

this 16 day of September, 20 25.

Notary Public _____

SEAL

JENNIFER L KOCH-MURPHY
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 27, 2025

Signature (*Prime Bidder/Proposer*)

Anthony P. Simmons, PE
Print Name

HR Green, Inc.
Firm Name

12/2/2025
Date

Subscribed and sworn before me

this 2 day of December, 20 25.

Notary Public _____

SEAL

OFFICIAL SEAL
SHANNA LYNN DEE
Notary Public, State of Illinois
Commission No. 1006013
My Commission Expires March 06, 2029

Revised: 12/4/24

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

MAR 15 2021

Natalia Homedi
Atlas Engineering Group, LTD.
3100 Dundee Rd., Suite 502
Northbrook, IL 60062

Dear Ms. Homedi:

We are pleased to inform you that **Atlas Engineering Group, LTD.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **2/1/2026**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **2/1/2022, 2/1/2023, 2/1/2024 and 2/1/2025**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **2/1/2026**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/1/2025.**

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
237310- Construction Management, Highway, Road, Street and Bridge
541330- Construction Engineering Services; Engineering Consulting Services
541370- Land Surveying Services

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Shannon E. Andrews
Chief Procurement Officer

SEA/fn

Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name Atlas Engineering Group, Ltd.

Address 710 Estate Drive City Deerfield

County Lake State IL Zip 60015

Phone (847) 753-8020 Email nhomedi@aegroupltd.com

I Natalia Homedi (Authorized Representative), President & CEO (Print Title)

of Atlas Engineering Group, Ltd. (Name of Firm) do hereby affirm:

1) Atlas Engineering Group, Ltd. (Name of Firm) is a Minority and/or Women Business Enterprise currently certified by the City of Chicago as: [ ] Black- [ ] Hispanic- [ ] Asian- [X] Woman-owned business.

2) With respect to Atlas Engineering Group, Ltd. (Name of Firm), the personal net worth of the qualifying (51%) individual(s) does not exceed **$2,872,000.57** excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of Atlas Engineering Group, Ltd. (Name of Firm), as derived from tax filings over the seven most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (http://www.sba.gov/content/small-business-size-standards)

Upon penalty of perjury, I Natalia Homedi (Authorized Representative) affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature Natalia N. Homedi *Title* President & CEO *Date* 11/26/2025

Subscribed and sworn to before me this 26th day of November (Month) / 2025 (Year)

Jeffery J Kraines
(Notary's Signature)

Notary's Seal

OFFICIAL SEAL
JEFFERY JOSHUA KRAINES
Notary Public, State of Illinois
Commission No. 1010310
My Commission Expires May 15, 2029

My Commission Expires 5/15/29

PLEASE NOTE: This affidavit is good for a period of one year from the date of sworn signature. Any changes to your firm within that year may require a new form.

Revised 01/2025

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

161 N. Clark
Suite 2300
Chicago, Illinois 60601

June 3, 2025

Federico J. d'Escoto, President
dEscoto, Inc.
1200 North Ashland Avenue, Suite 600
Chicago, IL 60622

Annual Certification Renewal: April 5, 2026

Dear Mr. d'Escoto:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by Cook County Government. This certification does not expire; however, you must re-validate your firm's certification annually.

In the past, we have provided annual letters, this practice will no longer continue given that your firm will remain certified indefinitely based on your compliance to programmatic requirements. Please refer to this letter, the Vendor Directory, and your account dashboard for evidence of certification.

As a condition of continued Certification, you must file a No Change Affidavit within **ninety (90) calendar days prior** to the date of the annual renewal. Failure to file this affidavit may result in the removal of your Certification. You must notify Cook County's Office of the Chief Procurement Officer of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **ten (10) calendar days** of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, fails to submit annual renewals, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

This firm Is Certified under the following commodity codes/area(s) of specialty:

NAICS Code:

NAICS 236210: Construction Management, Industrial Building (except warehouses)
NAICS 237110: Water and Sewer Line and Related Structures Construction
NAICS 237310: Highway, Street, and Bridge Construction
NAICS 541330: Engineering Services
NAICS 541511: Custom Computer Programming Services
NAICS 541611: Administrative Management and General Management Consulting Services

Your firm's participation on Cook County contracts will be credited toward **Minority Business Enterprise (MBE)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **Minority Business Enterprise (MBE)** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,

Certification Division

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**GSG Consultants, Inc.**
OWNER	**Mr. Guillermo Garcia**
ADDRESS	**735 Remington Road** **Schaumburg, IL 60173** [map]
PHONE	**630-994-2600**
FAX	**630-994-2680**
EMAIL	**ggarcia@gsg-consultants.com**
ETHNICITY	**Hispanic/Latino**

Certification Information

CERTIFYING AGENCY	**City of Chicago**
CERTIFICATION TYPE	**MBE - Minority Business Enterprise**
CERTIFICATION DATE	**5/20/2024**
RENEWAL DATE	**6/1/2025**
EXPIRATION DATE	**6/1/2026**
CERTIFIED BUSINESS DESCRIPTION	**NAICS Code(s):** **236220 - Construction Management, Commercial and Institutional Building** **237310 - Construction Management, Highway, Road, Street, Bridge** **238910 - Soil Testing Drilling** **541330 - Civil Engineering Services** **541380 - Geotechnical Testing Laboratories of Services** **541620 - Environmental Consulting Services** **541690 - Safety Consulting Services**

Commodity Codes

Code	Description
NAICS 236220	Construction management, commercial and institutional building
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 238910	Soil test drilling

NAICS 541330	**Civil engineering services**
NAICS 541380	**Geotechnical testing laboratories or services**
NAICS 541620	**Environmental consulting services**
NAICS 541620	**Sanitation consulting services**
NAICS 541690	**Safety consulting services**

Additional Information

WARD	**N/A**
COMMUNITY AREA	**N/A**
QUALIFIED INVESTMENT AREA	**N/A**

This profile was generated on 6/6/2024

Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name GSG Consultants, Inc.

Address 735 Remington Road City Schaumburg

County Cook State IL Zip 60173

Phone (630-994-2600 Email asassila@gsg-consultants.com

I Ala Sassila, PhD, PE, Principal
(*Authorized Representative*) (*Print Title*)

of GSG Consultants, Inc. do hereby affirm:
(*Name of Firm*)

1) GSG Consultants, Inc. is a Minority and/or Women Business Enterprise currently
(*Name of Firm*)
certified by the City of Chicago as: [ ] Black- [✓] Hispanic- [ ] Asian- [ ] Woman-owned business.

2) With respect to GSG Consultants, Inc., the personal net worth of the qualifying
(*Name of Firm*)
(51%) individual(s) does not exceed **$2,872,000.57** excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of GSG Consultants, Inc.,
(*Name of Firm*)
as derived from tax filings over the seven most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (http://www.sba.gov/content/small-business-size-standards)

Upon penalty of perjury, I Ala Sassila, PhD, PE affirm that, to the best of my knowledge
(*Authorized Representative*)
and belief, the information herein is true and accurate.

Signature Ala Sassila *Title* Principal *Date* 11/24/2025

Subscribed and sworn to before me this 24th day of November / 2025
(Month) (Year)

Anita Marie States
(Notary's Signature)

Notary's Seal

Official Seal
ANITA MARIE STATES
Notary Public, State of Illinois
Commission No. 907958
My Commission Expires February 7, 2028

My Commission Expires 02/07/2028

PLEASE NOTE: This affidavit is good for a period of one year from the date of sworn signature. Any changes to your firm within that year may require a new form.

TONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

BRANDON JOHNSON
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

LARRY SUFFREDIN
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE
NICOLE MANDEVILLE
DIRECTOR
69 W. Washington Street, George W. Dunne Cook County Building, Suite 3000 ● Chicago, Illinois 60602 ● (312) 603-5502

November 2, 2022

Mr. Vernal Stewart, President
SE3, LLC
1111 Burlington Avenue
Suite 111
Lisle, IL 60532

Annual Certification Expires: November 2, 2023

Dear Mr. Stewart:

We are pleased to inform you that **SE3, LLC** has been certified as a **Minority-owned Business Enterprise (MBE)** by Cook County Government. This certification is valid until **November 2, 2027**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during this five (5) year term, you must file a "**No Change Affidavit**" **within sixty (60) business days prior to the date of Annual Certification Expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business** days of such change.

Cook County Government may commence action to remove your firm as an **MBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

Professional Services: Civil and Structural Engineering Services including Transportation, Municipal and Water Resource Engineering

Your firm's participation on Cook County contracts will be credited toward **MBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and People with Disabilities Business Enterprise Programs.

Sincerely,

Dr. Makeba C. Butler

Dr. Makeba C. Butler,
Deputy Director, Contract Compliance

NM/ek

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

MAR 1 0 2025

Kim Morreale McAuliffe
Morreale Public Affairs Group INC
DBA Morreale Communications
6703 N. Northwest Highway, 2A
Chicago, Illinois 60631

Dear Ms. Morreale McAuliffe:

We are pleased to inform you that **Morreale Public Affairs Group INC DBA Morreale Communication,** continues to be certified as a **Woman-Owned Business Enterprise ("WBE").** by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired **February 15,2025.** and will remain effective as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing **an annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your annual **No-change Affidavit 60 calendar days before your annual anniversary date of February 15th**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of February 15th**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago. Please note - You shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE and WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time.
- Notify the City of any changes affecting your firm's certification within 10 days of such change

You have an obligation to cooperate with the City with any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-47541.**

If you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Gode(s):
541820 – Public Relations Consulting Services

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Sharla D. Roberts
Chief Procurement Officer

SDR/dc

o, Inc DBA Morreale Communications is a M

go as: [ ] Black- [ ] Hispanic- [ ] Asian- [X]

olic Affairs Group, Inc DBA Morreale Commu

(Name of Firm)

t exceed **$2,872,000.57** excluding the indiv
the owner's primary residence, and other
Cook County Procurement Code. (As per Se
vidual's personal net worth includes only hi
al property with the individual's spouse.)

ceipts of Morreale Public Affairs Group, Inc D

er the seven most recent years, does not exc
U.S. Small Business Administration found in T

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	**WBE**
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	30% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is [thirty percent (30%)].** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be

utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.

2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.

4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(312) 603-5502

EXHIBIT 6

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2025

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).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	**CONTACT NAME:** Brooke Zimmer **PHONE (A/C, No, Ext):** 319-896-7710 **FAX (A/C, No):** **E-MAIL ADDRESS:** bzimmer@holmesmurphy.com
INSURED GRECOMPC HR Green, Inc. 1391 Corporate Drive Suite 203 Mc Henry, IL 60050	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Property Casualty Co. America — 25674 **INSURER B :** XL Specialty Insurance Company — 37885 **INSURER C :** Zurich American Insurance Company — 16535 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 75672434 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GLO373096716	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP373096816	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUP8S97473326NF	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC373096615	1/1/2026	1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability (Claims Made Coverage)			DPR5051729	1/1/2026	1/1/2027	Per Claim Aggregate	5,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Reference: 2403599: Cook County, IL - Var-Var PH I 2025 [(RFQ) No. 2561-03172A / Section Numbers 25-6PESV-03-ES, 25-6PESV-04-ES, and 25-6PESV-05-ES / Preliminary Engineering Services & Preparation of a Phase I Study – Various/Various

Cook County, its officials, employees & agents is an Additional Insured on General Liability (including ongoing & completed operations), Auto Liability & Umbrella on a primary and non-contributory basis as required by written contract with the insured, per policy terms and conditions. The General Liability, Auto Liability, Workers Compensation, Professional Liability & Umbrella include a Waiver of Subrogation in favor of Cook County as required by written contract with the insured, per policy terms and conditions. The General Liability, Auto Liability, Workers Compensation, Professional Liability & Umbrella includes an endorsement providing 30 days' notice of cancellation will be furnished to the certificate holder.

CERTIFICATE HOLDER

Cook County
Attn: Rahel Abraham, Lead Contract Negotiator
Construction/Architecture and Engineering
Office of the Chief Procurement Officer
161 North Clark Street, Suite 2300
Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kari Cooley

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This endorsement, effective 12:01 a.m., 01/01/2025 forms a part of

Policy No. DPR5037729

Issued to Green Companies, Inc.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF POLICY CANCELLATION – BLANKET NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS, CONSULTANTS AND ENGINEERS

Section XI. OTHER CONDITIONS, Paragraph **A. Cancellation** is amended by the addition of the following:

In the event that the Company cancels or non-renews this Policy during the POLICY PERIOD, the Company agrees to provide thirty (30) days' prior written notice of cancellation or non-renewal of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation or non-renewal of this Policy, provided that:

1. The Company receives, at least thirty (30) days prior to the date of cancellation or non-renewal, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice; and

2. The written request includes the name, address and email of each person or entity designated by the NAMED INSURED to receive such notice. The Company will assume that the list provided to the company by the NAMED INSURED is a complete and accurate list.

This endorsement does not apply to non-renewal of the Policy at the end of the POLICY PERIOD or cancellation of the Policy for non-payment of premium to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.

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2. The specific nature and extent of the injury or damage that has been sustained; and

3. How the INSURED first became aware of such CIRCUMSTANCE(S),

then any CLAIM(S) that may subsequently be made against the INSURED arising out of such reported CIRCUMSTANCE(S) shall be deemed to have been made on the date first written notice of the CIRCUMSTANCE(S) was received by the Company. This right conferred upon the INSURED in this Paragraph shall terminate at the end of the POLICY PERIOD and shall not exist during the Automatic Extended Reporting Period or Optional Extended Reporting Period.

XI. OTHER CONDITIONS

A. Cancellation

This Policy may be canceled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the NAMED INSURED, at the address stated in Item 1. of the Declarations, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days thereafter for non-payment of premium), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If this Policy is canceled, earned premium shall be computed in accordance with the Company's guidelines with respect to cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

B. Action Against The Company

No action may be brought against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED in a contested proceeding after final judgment has been rendered and any appeal decided, or by written agreement of the INSURED, the claimant and the Company. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the INSURED or the INSURED'S legal representative join the Company in such action. Bankruptcy or insolvency of the INSURED or the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

C. Assignment

This Policy may not be assigned or transferred without written consent of the Company.

D. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM(S) to prejudice such rights.

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES**,** or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

4. For the purposes of Paragraph **1.** above:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

(1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess

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Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

(2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B –**

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UMBRELLA LIABILITY of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.

7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.

2. Coverage **C** of this insurance applies to "crisis management service expenses" that:

a. Arise out of a "crisis management event" that first commences during the policy period;

b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and

c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.

3. A "crisis management event" will be deemed to:

a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:

(1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

(2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

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2. We have no duty to defend any insured against any "suit":

a. Seeking damages to which this insurance does not apply; or

b. If any other insurer has a duty to defend.

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.

4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.

5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of:

(1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or

(2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and

2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

a. The limits of insurance afforded to such person or organization will be:

(1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

(2) The limits of insurance of this policy;

whichever is less; and

b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.

2. If you are:

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a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That

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representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;

2. Claims made or "suits" brought;

3. Number of vehicles involved;

4. Persons or organizations making claims or bringing "suits"; or

5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the

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limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";

2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or

3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and

2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. Asbestos

a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

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(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

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3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership,

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maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

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C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.

2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 60 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:

a. How, when and where the "event" or "occurrence" took place;

b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and

c. The nature and location of any injury or damage arising out of the "event" or "occurrence".

2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.

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3. With respect to Coverage **A**, the insured must:

   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";

   b. Comply with the terms of the "underlying insurance"; and

   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:

   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   b. Authorize us to obtain necessary records and other information;

   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and

   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.

5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.

6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":

   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or

   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".

2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:

   a. How, when and where that "crisis management event" took place;

   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;

   c. The nature and location of any injury or damage arising out of that "crisis management event"; and

   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;

2. Up to three years after the end of the policy period; and

3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.

2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:

   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;

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b. You have paid all premiums due for this policy at the time you make such request;

c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing,

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excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.

2. We do not assume responsibility for:

a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or

2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

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T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and 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, and with respect to Coverage **A**, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:

a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;

b. Next, to us; and

c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.

3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:

a. A court decision; or

b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and

2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and

b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or

b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

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5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

a. Another insurance company;

b. Us or any of our affiliated insurance companies;

c. Any risk retention group;

d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or

e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

a. Any "underlying insurance"; or

b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

8. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

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B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

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b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

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14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all

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"bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

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(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.

5. "Executive officer" means your:

a. Chief Executive Officer;

b. Chief Operating Officer;

c. Chief Financial Officer;

d. President;

e. General Counsel;

f. General partner (if you are a partnership); or

g. Sole proprietor (if you are a sole proprietorship);

or any person acting in the same capacity as any individual listed above.

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POLICY NUMBER: CUP8S97473326NF ISSUE DATE: 01/01/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP373096816	01/01/2026	01/01/2027				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Blanket Notification to Others of Cancellation or Non-Renewal

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Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP373096816	01/01/2026	01/01/2027				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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General Liability Extended Coverages

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO373096716	Effective Date: 01/01/2026

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part.

A. Fellow Employee And Incidental Medical Malpractice Coverage

Paragraph **2.a.(1)** of Section **II – Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);

(b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** above; or

(c) Arising out of his or her providing or failing to provide professional health care services, except any "bodily injury" or "personal and advertising injury" arising out of:

(1) Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services; or

(2) Emergency cardiopulmonary resuscitation (CPR) or first aid services performed by any other employee of yours who is not a licensed medical professional.

B. Additional Insureds– Lessees Of Premises

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law;

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

c. Ends when the person or organization ceases to lease or rent premises from you.

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2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **B.1.** above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **B.** shall not increase the applicable Limits of Insurance shown in the Declarations.

C. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **C.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such vendor:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Subparagraphs **(4)** or **(6)** above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to these vendors under this Paragraph **C.**, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **C.1.** above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **C.** shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; vandalism; weight of snow, ice or sleet; leakage from fire extinguishing equipment, including sprinklers; or accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more covered perils to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

E. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

(a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;

(b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

(c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph **(a)** above, provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

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(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph **2.d.** of Section **I – Supplementary Payments – Coverages A and B** is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee.

3. The following is added to the paragraph directly following Paragraph **2.f.** of Section **I – Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph **2.e.(2)** of Section **I – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

F. Medical Payments – Increased Reporting Period

Paragraph **1.a.** of Section **I – Coverage C – Medical Payments** is replaced by the following;

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

G. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs **1.b.** and **1.d.** are replaced by the following:

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

H. Broadened Property Damage

1. Elevator Property Damage

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

b. The following is added to Section **III – Limits Of Insurance:**

Subject to Paragraphs **2., 3.** and **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is $25,000 any one "occurrence".

2. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

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b. The following is added to Section **III – Limits Of Insurance:**

Subject to Paragraphs **2., 3.** and **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others at a jobsite is $25,000 any one "occurrence".

I. Expected or Intended Injury or Damage

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

J. Definition – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death sustained by a person which results from that bodily injury, sickness or disease.

K. Insured Status – Amateur Athletic Participants

Section **II – Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

(1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

(1) Your "employee", "volunteer worker" or any person you sponsor; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

L. Aircraft, Auto Or Watercraft

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

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(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

M. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

a. Employment agency, contractor or services;

b. Professional employer organization; or

c. Temporary help service.

N. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

(1) Work, services or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work, services or operations.

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b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

O. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

P. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c**. below. However, this insurance is also primary to and will not seek contribution from any other insurance available to an additional insured provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or

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(v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

i Equipment you borrow from others at a jobsite; or

ii Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

(b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Q. Unintentional Failure to Disclose All Hazards

Condition **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

i. Fail to disclose all hazards existing at the inception of this policy; or

ii. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

R. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is renamed and replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, 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.

b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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S. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO373096716	Effective Date: 01/01/2026

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

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HR Green, Inc.

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO373096716	Effective Date: 01/01/2026

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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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 anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU AND FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WC373096615 Endorsement No.

Insured HR Green, Inc. Premium $

Insurance Company Countersigned by _____

Copyright 1983 National Council on Compensation Insurance, Inc.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WC373096615 Endorsement No.

Insured HR Green, Inc. Premium $

Insurance Company

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EXHIBIT 7

Identification of Subconsultants

ISF Forms

Contract #: 2561-03172A

OCPO ONLY:
☐ Disqualification
☐ Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract**. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2561-03172A	Date: 9/24/2025
Total Bid or Proposal Amount: TBD	Contract Title: Preliminary Engineering Services and Preparation
Contractor: HR Green, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Atlas Engineering Group, Ltd.
Authorized Contact for Contractor: Anthony P. Simmons, PE	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Natalia Homedi, PE
Email Address (Contractor): tsimmons@hrgreen.com	Email Address (Subcontractor): nhomedi@aegroupltd.com
Company Address (Contractor): 2363 Sequoia Drive Suite 101	Company Address (Subcontractor): 710 Estate Drive
City, State and Zip (Contractor): Aurora, IL 60506	City, State and Zip (Subcontractor): Deerfield, IL 60015
Telephone and Fax (Contractor): 630.705.5029	Telephone and Fax (Subcontractor): T: 847-753-8020 / F: 847-753-8023
Estimated Start and Completion Dates (Contractor): 2025-2030	Estimated Start and Completion Dates (Subcontractor): 2025-2030

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

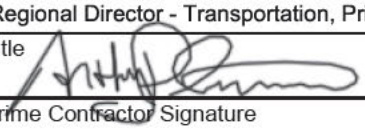
Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Environmental, Survey	8%

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

HR Green, Inc.
Contractor

Anthony P. Simmons, PE
Name

Regional Director - Transportation, Principal
Title



Prime Contractor Signature

9/23/2025
Date

OCPO ONLY:
☐ Disqualification
☐ Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract**. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2561-03172A	Date: 9/24/2025
Total Bid or Proposal Amount: TBD	Contract Title: Preliminary Engineering Services and Preparation
Contractor: HR Green, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: d'Escoto, Inc.
Authorized Contact for Contractor: Anthony P. Simmons, PE	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Frederick d'Escoto
Email Address (Contractor): tsimmons@hrgreen.com	Email Address (Subcontractor): fcdescoto@descotoinc.com
Company Address (Contractor): 2363 Sequoia Drive Suite 101	Company Address (Subcontractor): 55 W. Van Buren St., Suite 200
City, State and Zip (Contractor): Aurora, IL 60506	City, State and Zip (Subcontractor): Chicago, IL 60605
Telephone and Fax (Contractor): 630.705.5029	Telephone and Fax (Subcontractor): 312-787-0707
Estimated Start and Completion Dates (Contractor): 2025-2030	Estimated Start and Completion Dates (Subcontractor): 2025-2030

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Drainage & Roadway	8%

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

HR Green, Inc.
Contractor

Anthony P. Simmons, PE
Name

Regional Director - Transportation, Principal
Title

Prime Contractor Signature — Date: 9/23/2025

OCPO ONLY:
☐ Disqualification
☐ Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

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Bid/RFP/RFQ No.: 2561-03172A	Date: 9/24/2025
Total Bid or Proposal Amount: TBD	Contract Title: Preliminary Engineering Services and Preparation
Contractor: HR Green, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: GSG Consultants, Inc.
Authorized Contact for Contractor: Anthony P. Simmons, PE	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Ala Sassila, PhD, PE
Email Address (Contractor): tsimmons@hrgreen.com	Email Address (Subcontractor): asassila@gsg-consultants.com
Company Address (Contractor): 2363 Sequoia Drive Suite 101	Company Address (Subcontractor): 735 Remington Road
City, State and Zip (Contractor): Aurora, IL 60506	City, State and Zip (Subcontractor): Schaumburg, Illinois 60173
Telephone and Fax (Contractor): 630.705.5029	Telephone and Fax (Subcontractor): 630-994-2600
Estimated Start and Completion Dates (Contractor): 2025-2030	Estimated Start and Completion Dates (Subcontractor): 2025-2030

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Geotechnical services for various PH I projects.	4%

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

HR Green, Inc.
Contractor

Anthony P. Simmons, PE
Name

Regional Director - Transportation, Principal
Title

Prime Contractor Signature — Date: 9/23/2025

OCPO ONLY:
☐ Disqualification
☐ Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

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Bid/RFP/RFQ No.: 2561-03172A	Date: 9/24/2025
Total Bid or Proposal Amount: TBD	Contract Title: Preliminary Engineering Services and Preparation
Contractor: HR Green, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Morreale Public Affairs Group, Inc. DBA M
Authorized Contact for Contractor: Anthony P. Simmons, PE	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Berenice Alvarez
Email Address (Contractor): tsimmons@hrgreen.com	Email Address (Subcontractor): balvarez@morrealecomm.com
Company Address (Contractor): 2363 Sequoia Drive Suite 101	Company Address (Subcontractor): 9501 Technology Blvd, Suite 3200
City, State and Zip (Contractor): Aurora, IL 60506	City, State and Zip (Subcontractor): Rosemont, IL, 60018
Telephone and Fax (Contractor): 630.705.5029	Telephone and Fax (Subcontractor): 312.235.8693
Estimated Start and Completion Dates (Contractor): 2025-2030	Estimated Start and Completion Dates (Subcontractor): 2025-2030

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Outreach and communications for Preliminary Engineering Services and Preparation of a	3%

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

HR Green, Inc.
Contractor

Anthony P. Simmons, PE
Name

Regional Director - Transportation, Principal
Title

Prime Contractor Signature — 9/23/2025 Date

OCPO ONLY:
☐ Disqualification
☐ Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract**. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2561-03172A	Date: 9/24/2025
Total Bid or Proposal Amount: TBD	Contract Title: Preliminary Engineering Services and Preparation
Contractor: HR Green, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: SE3, LLC
Authorized Contact for Contractor: Anthony P. Simmons, PE	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Raymond Kumapley
Email Address (Contractor): tsimmons@hrgreen.com	Email Address (Subcontractor): rkumapley@se3.us
Company Address (Contractor): 2363 Sequoia Drive Suite 101	Company Address (Subcontractor): 1111 Burlington Ave., Suite 111
City, State and Zip (Contractor): Aurora, IL 60506	City, State and Zip (Subcontractor): Lisle, IL 60532
Telephone and Fax (Contractor): 630.705.5029	Telephone and Fax (Subcontractor): 630.641.9900
Estimated Start and Completion Dates (Contractor): 2025-2030	Estimated Start and Completion Dates (Subcontractor): 2025-2030

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Outreach and communications for Preliminary Engineering Services and Preparation of a	3%

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

HR Green, Inc.
Contractor

Anthony P. Simmons, PE
Name

Regional Director - Transportation, Principal
Title

Prime Contractor Signature — Date: 9/23/2025

OCPO ONLY:
☐ Disqualification
☐ Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2561-03172A	Date: 12/8/2025
Total Bid or Proposal Amount: TBD	Contract Title: Preliminary Engineering Services and Preparation
Contractor: HR Green, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Tai Ginsberg & Associates
Authorized Contact for Contractor: Anthony P. Simmons, PE	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Matt Ginsberg
Email Address (Contractor): tsimmons@hrgreen.com	Email Address (Subcontractor): MGinsberg@tgassoc.com
Company Address (Contractor): 2363 Sequoia Drive Suite 101	Company Address (Subcontractor): 200 Massachusetts Ave, 7th Floor
City, State and Zip (Contractor): Aurora, IL 60506	City, State and Zip (Subcontractor): Washington, DC 20001
Telephone and Fax (Contractor): 630.705.5029	Telephone and Fax (Subcontractor): 202.536.6632
Estimated Start and Completion Dates (Contractor): 2025-2030	Estimated Start and Completion Dates (Subcontractor): 2025-2030

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Outreach and communications for Preliminary Engineering Services and Preparation of a	TBD

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

HR Green, Inc.

Contractor

Anthony P. Simmons, PE

Name

Regional Director - Transportation, Principal

Title



12/8/2025

Prime Contractor Signature — Date

EXHIBIT 8

Economic Disclosure Statement and Execution Document

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State**,** of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT**:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT**:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT*: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name Address

None

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: ☐ No: ☑

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☐ No: ☑

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) ☑ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [✓] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [✓] Original Statement or [ ] Amended Statement

Identifying Information:

Name HR Green, Inc.

D/B/A: _____ FEIN # Only: 42-0927178

Street Address: 8710 Earhart Lane SW

City: Cedar Rapids State: IA Zip Code: 52404

Phone No.: 319-841-4000 Fax Number: 713-965-0044 Email: ewinner@hrgreen.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [✓] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Green Companies, Inc.	8710 Earhart Lane SW Cedar Rapids IA 52404	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☑] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Please see attached listing			

Declaration (check the applicable box):

☑ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Anthony Simmons, P.E.
Name of Authorized Applicant/Holder Representative (please print or type)

Principal / Regional Manager
Title

Signature

9/24/25
Date

TSimmons@HRGreen.com
E-mail address

(630) 708-5029
Phone Number

Subscribed to and sworn before me
this 24 day of 9, 2025

My commission expires:

OFFICIAL SEAL
SHANNA LYNN DEE
Notary Public, State of Illinois
Commission No. 1006013
My Commission Expires March 06, 2029

X
Notary Public Signature

Notary Seal

RFQ 2561-03172A – EDS Page 7

HR Green, Inc. – Ownership Interest Corporate Officers, Members, and Partners

Directors:

Term of Office: Annual, or successor elected/appointed

Name	Address	Position
Jason J. Poppen	11011 Richmond Avenue, Suite 200 Houston, TX 77042	Director
Andrew Mrowicki	2363 Sequoia Drive, Suite 101 Aurora, IL 60506	Director
Richard L. White	8710 Earhart Lane SW, Cedar Rapids, IA 52404	Director

Officers:

Term of Office: Annual, or successor elected

Name	Address	Position
Jason J. Poppen	11011 Richmond Avenue, Suite 200 Houston, TX 77042	CEO/President
Richard L. White	8710 Earhart Lane SW, Cedar Rapids, IA 52404	Secretary/Vice President
Chris Blevins	11011 Richmond Ave #200 Houston, TX 77042	CFO/Treasurer
R.Scott Wilson	11011 Richmond Avenue, Suite 200 Houston, TX 77042	Chief Operating Officer
Erin Winner	2363 Sequoia Drive, Suite 101 Aurora, IL 60506	Assistant Secretary
Andrew Mrowicki	2363 Sequoia Drive, Suite 101 Aurora, IL 60506	Principal
Edward K. Barrett	5508 Highway 290 W., Suite 150 Austin, TX 78735	Principal
Todd J. Destree	1391 Corporate Drive Ste 203, McHenry, IL 60050	Principal
Jason S. Dohrmann	520 Maryville Centre Drive Suite 100 St. Louis, MO 63141	Principal
Mike R. Fischer	1391 Corporate Drive Ste 203, McHenry, IL 60050	Principal
Michael J. Halde	11011 Richmond Avenue, Suite 200 Houston, TX 77042	Principal
Mark A. Hardie	2550 University Avenue W., Suite 400, St. Paul, MN 55114	Principal
Timothy J. Hartnett	1391 Corporate Drive Ste 203, McHenry, IL 60050	Principal
Dawn R. Hull	431 N Phillips Ave, Suite 400 Sioux Falls, SD 57104	Principal
Ajay Jain	1391 Corporate Drive Ste 203, McHenry, IL 60050	Principal
Ravi S. Jayaraman	1391 Corporate Drive Ste 203, McHenry, IL 60050	Principal
Ronald Krall	2363 Sequoia Drive, Suite 101 Aurora, IL 60506	Principal
David F. Maxwell	520 Maryville Centre Drive Suite 100 St. Louis, MO 63141	Principal
Heath Picken	5525 Merle Hay Road, Suite 200 Johnston, IA 50131	Principal
David L. Reitz	1391 Corporate Drive Ste 203, McHenry, IL 60050	Principal
Michael J. Roth	5525 Merle Hay Road, Suite 200 Johnston, IA 50131	Principal

Officers (Continued):

Term of Office: Annual, or successor elected

Name	Address	Position
Stephen A. Sparks	11011 Richmond Avenue, Suite 200 Houston, TX 77042	Principal
Teresa H. Stadelmann	8710 Earhart Lane SW, Cedar Rapids, IA 52404	Principal
Phil L. Stuepfert	5613 DTC Parkway, Suite 950 Greenwood Village, CO 80111	Principal
Judd T. Willmann	5508 Highway 290 W, Suite 150, Austin, TX 78735	Principal
Stacy E. Woodson	8710 Earhart Lane SW, Cedar Rapids, IA 52404	Principal
Ryan Simbro	5525 Merle Hay Road, Suite 200 Johnston, IA 50131	Principal
Anthony Simmons	2363 Sequoia Drive, Suite 101 Aurora, IL 60506	Principal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [ ] Applicant or [✓] Stock/Beneficial Interest Holder

This Statement is an: [✓] Original Statement or [ ] Amended Statement

Identifying Information:

Name: Green Companies, Inc.

D/B/A: _____ FEIN # Only: 02-0537858

Street Address: 8710 Earhart Lane SW

City: Cedar Rapids State: IA Zip Code: 52404

Phone No.: 319-841-4000 Fax Number: 713-965-0044 Email: ewinner@hrgreen.com

Cook County Business Registration Number: N/A
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [✓] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Please see attached.		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☐] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Please see attached.			

Declaration (check the applicable box):

☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☑ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Anthony Simmons, P.E.
Name of Authorized Applicant/Holder Representative (please print or type)

Principal / Regional Manager
Title

Signature

9/24/25
Date

TSimmons@HRGreen.com
E-mail address

(630) 708-5029
Phone Number

Subscribed to and sworn before me
this 24 day of 9, 2025

My commission expires:

OFFICIAL SEAL
SHANNA LYNN DEE
Notary Public, State of Illinois
Commission No. 1006013
My Commission Expires March 06, 2029

X
Notary Public Signature

Notary Seal

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Name	Address	Percentage Interest in Holder
HRG uyer, LLC	8710 Earhart Lane SW, Cedar Rapids, IA 52404	100 of Green Companies Legal
HRG Intermediate, LLC	8710 Earhart Lane SW, Cedar Rapids, IA 52404	eneficial Owner of HRG uyer LLC
HRG Parent Holdings, LLC	8710 Earhart Lane SW, Cedar Rapids, IA 52404	eneficial Owner of HRG Intermediate LLC
CIVC Partners und VII, L.P.	71 S Wacker Drive 3750 Chicago IL 60606	33 eneficial Owner of HRG Parent Holdings, LLC
CIVC Partners und VII A, L.P.	71 S Wacker Drive 3750 Chicago IL 60606	18 eneficial Owner of HRG Parent Holdings, LLC

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

☐ Parent	☐ Grandparent	☐ Stepfather
☐ Child	☐ Grandchild	☐ Stepmother
☐ Brother	☐ Father-in-law	☐ Stepson
☐ Sister	☐ Mother-in-law	☐ Stepdaughter
☐ Aunt	☐ Son-in-law	☐ Stepbrother
☐ Uncle	☐ Daughter-in-law	☐ Stepsister
☐ Niece	☐ Brother-in-law	☐ Half-brother
☐ Nephew	☐ Sister-in-law	☐ Half-sister

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: HR Green, Inc.

Address of Person Doing Business with the County: 8710 Earhart Lane SW Cedar Rapids IA 52404

Phone number of Person Doing Business with the County: 319-841-4000

Email address of Person Doing Business with the County: TSimmons@HRGreen.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Anthony Simmons / Principal and Regional Manager/ TSimmons@HRGreen.com / (630) 708-5029

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County:

RFQ 2561-03172A

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 3,500,000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County:

Rahel Abraham, Lead Contract Negotiator, Construction/Architecture and Engineering: rahel.abraham@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County:

Nathan Roseberry (Nathan.Roseberry@cookcountyil.gov)

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows**:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

9/24/25
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: RFQ 2561-03172A

County Using Agency (requesting Procurement): Department of Transportation and Highways

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): HR Green, Inc.

Substantial Owner Complete Name: Green Companies, Inc.

FEIN# 42-0927178

Date of Birth: _____ E-mail address: ewinner@hrgreen.com

Street Address: 8710 Earhart Lane SW

City: Cedar Rapids State: IA Zip: 52404

Home Phone: [redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***

No *Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***

No *Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procure ent*" means obtaining supplies, equipment, goods, or services of any kind.

" *u stantial ner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: RFQ 2561-03172A

County Using Agency (requesting Procurement): Transportation and Highways

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Green Companies, Inc.

Substantial Owner Complete Name: HRG Buyer, LLC / HRG Intermediate, LLC / HRG Parent Holdings LLC / CIVC Partners Funds VII, L.P. / CIVC Partners Funds VII-A, L.P.

FEIN# 02-0537858

Date of Birth: _____ E-mail address: ewinner@hrgreen.com

Street Address: 8710 Earhart Lane SW

City: Cedar Rapids State: IA Zip: 52404

Home Phone: [redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No *llinois age Pay ent an Collection Act LC et seq.* ***YES or NO***

No *llinois ini u age Act LC et seq.* ***YES or NO***

No *llinois or er A ust ent an etraining oti ication Act LC et seq.* ***YES or NO***

No *E ployee Classi ication Act LC et seq.* **YES or NO**

No *air La or tan ar s Act o . .C. et seq.* ***YES or NO***

No *Any co para le state statute or regulation o any state ic go erns t e pay ent o ages* ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No — There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No — Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No — Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No — Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date: 9/24/25

Name of Person signing (Print): Anthony Simmons Title: Principal/Regional Manager

Subscribed and sworn to before me this 24 day of September, 2025

X _____ _____

Notary Public Signature **Notary Seal**

Note: The above information is subject to verification prior to the award of the Contract.

OFFICIAL SEAL
SHANNA LYNN DEE
Notary Public, State of Illinois
Commission No. 1006013
My Commission Expires March 06, 2029

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

HR Green, Inc.
Corporation's Name

Anthony Simmons
President's Printed Name and Signature

Telephone

TSimmons@HRGreen.com
Email

Secretary Signature

9/24/25
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this
24 day of 9, 2025.

Shanna Dee
Notary Public Signature

My commission expires

Notary Seal

OFFICIAL SEAL
SHANNA LYNN DEE
Notary Public, State of Illinois
Commission No. 1006013
My Commission Expires March 06, 2029

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

HR Green, Inc.

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this
24th day of September, 2025.

My commission expires:

OFFICIAL SEAL
SHANNA LYNN DEE
Notary Public, State of Illinois
Commission No. 1006013
My Commission Expires March 06, 2029

Notary Public Signature

Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

C C C O CO O O
O C O O CO C

I, Erin Winner, the ndersigned, hereby certify that I am the duly elected and qualified Assistant Secretary of HR Green, Inc., a corporation duly organi ed and e isting under the law of the State of Iowa, and am a keeper of the records of said company that the following is a true and correct summary of action s taken and resolution s duly adopted by oard of Directors in accordance with its by laws and operating policies, to wit

C CO C O C C O

The board of directors may authori e any officer or officers, agent or agents, to enter into any contract or e ecute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. .

O C

The following persons are officers of this corporation who shall hold office until his successor shall have been duly elected and qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided

President Chief E ecutive Officer	Jason J. Poppen
Chief inancial Officer Treasurer	. Christopher levins
Secretary Vice President	Richard L. White
Assistant Secretary	Erin Winner
Chief Operating Officer	R. Scott Wilson

Principals Authori ed Signatories

Edward . arrett	Dawn R. Hull	Michael J. Roth
Todd J. Destree	A ay Jain	Ryan Simbro
Jason S. Dohrmann	Ravi Jayaraman	Anthony Simmons
Mike ischer	Ronald D. rall	Stephen A. Sparks
Michael J. Halde	David . Ma well	Teresa H. Stadelmann
Mark Hardie	Andrew Mrowicki	Phil L. Stuepfert
Timothy J. Hartnett	Heath Picken	Judd T. Willmann
	David L. Reit	Stacy E. Woodson

This Certificate is intended to be relied upon by third parties in connection with the e ecution of contracts, agreements, instruments, and documents by the Company. This Certificate shall remain valid and in full force and effect until superseded by a subsequent certificate duly e ecuted by an authori ed officer of the Corporation.

IN WITNESS WHEREO , I have hereunto affi ed my signature as Assistant Secretary of said company this 24th day of September, 2025.

NO SEAL



Assistant Secretary

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Raffi Sarrafian Digitally signed by Raffi Sarrafian Date: 2026.04.20 11:16:46 -05'00'

Cook County Chief Procurement Officer | Date

APPROVED AS TO FORM:

James Beligratis | March 5, 2026

Assistant State's Attorney (Required on contracts over $1,000,000 | Date

CONTRACT TERM & AMOUNT

2561-03172A

Contract #

April 1, 2026 through March 31, 2031 | N/A

Original Contract Term | Renewal Options (If Applicable)

$3,500,000.00

Contract Amount

March 12, 2026

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
MAR 12 2026
COM _____