

CONTRACT NO. 2616-01111

(Purchase Order No. 70000387036)

EMERGENCY CONTRACT: FIRE RESTORATION AT THE COUNTY BUILDING

FOR

DEPARTMENT OF FACILITIES MANAGEMENT

**SECTION I
AGREEMENT**

1. Overview:

Upon execution of this Contract by Cook County Office of the Chief Procurement Officer, Cook County accepts the Vendor's invoice (see attached Exhibit 1) to provide fire restoration services.

2. Scope of Work: The Contractor has been selected to provide all labor, materials, and equipment necessary to perform fire restoration at the County Building.

3. Contract Value: \$83,274.17

4. Contract Term: Contract shall be effective for 12/11/2024 through 2/28/2026.

5. Vendor Information:

ACR, Inc.

551 Glenn Avenue

Wheeling, IL 60090

Contact: Bob Bronk, Project Manager

Phone Number: (866) 645-1165

Email Address: info@acrrestores.com

6. Attachments:

Exhibit 1: Invoice from ACR, Inc. dated 1/13/2025

Exhibit 2: Insurance Requirements & Evidence of Insurance

SECTION II
GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

GC-02 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor, including any claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County by Consultant or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Using Agency and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

GC-04 PAYMENT TO CONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

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

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or

that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

GC-05 INSURANCE REQUIREMENTS

Contractor must provide and maintain at Contractor's own expense, during the term of this Contract and any time period following expiration if the Contractor is required to return and perform any of the work or services under this agreement, the insurance coverages and requirements specified in the Insurance Requirements and Evidence of Insurance Exhibit of this Contract, insuring all operations under this Contract.

GC-06 TAXES

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

GC-07 CONTRACT AMENDMENTS

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

GC-08 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be 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 his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Using Agency. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-09 DELAYS

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

GC-10 COMPLIANCE WITH LAWS

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

GC-11 DEFAULT

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

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

1. Failure to perform any obligation under the Contract;
2. Failure to begin performance under the Contract within the specified time;
3. Failure to perform under the Contract with sufficient qualified personnel, equipment, or materials to ensure completion of within the specified time;
4. Performance of the Contract in an unsatisfactory manner;
5. Refusal to promptly re-perform services deemed to be defective or unsuitable; or

6. Any other material breach of any term or condition of the Contract.

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

GC-12 REMEDIES

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

GC-12 TERMINATION FOR CONVENIENCE

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

GC-13 GUARANTEES AND WARRANTIES

The Contractor agrees that the Contract goods, equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract goods, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-14 AUDIT: EXAMINATION OF RECORDS

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

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

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

GC-15 GOVERNING LAW

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

GC-16 COOPERATION WITH INSPECTOR GENERAL

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

GC-17 WAIVER

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

GC-18 ENTIRE CONTRACT

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

GC-19 FEDERAL CLAUSES

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

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

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

2. False or Fraudulent Statements and Claims

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

3. Federal Interest in Patents

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

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software,

engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

- (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
- (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to 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. **Fly America**

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

9. **No Federal Government Obligations to Third Parties**

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

10. **Allowable Costs**

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

11. **Trade Restrictions**

Contractor certifies that neither it nor any Subcontractor:

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

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

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

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

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

12. Veteran's Preference

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

13. Copyright Ownership

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

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

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

14. Accessibility Compliance

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

15. **Visual Rights Act Waiver**

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

16. **Equal Employment Opportunity**

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor

in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

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

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

20. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

21. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

22. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

23. DHS Seal, Logo, and Flags

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

24. No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

25. Coronavirus Relief Fund

All amounts paid from the Coronavirus Relief Fund ("Fund") are subject to the restrictions set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

SIGNATURE PAGE FOLLOWS

Signature Page

Office of the Chief Procurement Officer

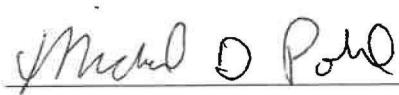
Raffi Sarrafian

Digitally signed by Raffi
Sarrafian
Date: 2026.01.30 12:32:07
-06'00'

Raffi Sarrafian, Chief Procurement Officer

Date

ACR, Inc.



1/13/26

Signature of President or Authorized Representative

Printed Name: Michael D. Powe

Title: Managing Director

Date

EXHIBIT 1

Invoice from ACR, Inc. dated 1/13/2025



ACR
551 Glenn Avenue
Wheeling IL 60090
(866) 645-1165

License#:

Contract Invoice

Invoice#: 6058

Date: 01/13/2025

Billed To: Cook County Department of Facilities Management
118 North Clark Street, Room 1000
Chicago IL 60602

Project: Cook County Department of
Facilities Management/City Hall
121 N. LaSalle St.
Chicago IL 60602

Due Date: 02/12/2025

Terms: 30DY

Order#

Description	Amount
Fire Remediation	83,274.17

Thank you for your prompt payment!

Non-Taxable Amount:	83,274.17
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	83,274.17



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Client: Cook County Department of Facilities
Management/City Hall
Property: 121 N LA SALLE ST
Chicago, IL 60602

Home: (312) 603-4175

Operator: BBRON

Estimator: Bob Bronk
Position: Project Manager
Company: ACR, Inc.

Type of Estimate: Fire
Date Entered: 12/12/2024 Date Assigned:
Date Est. Completed: 12/12/2024 Date Job Completed:

Price List: COC242024
Labor Efficiency: Restoration/Service/Remodel
Estimate: 24-0602FIR-ACTUAL
File Number: 24-0602FIR

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24-0602FIR-ACTUAL**Labor****Labor**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Project Coordinator - per hour	8.00 HR	0.00	114.00	0.00	912.00
Total: Labor				0.00	912.00

12/11/24

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
2. Site Supervisor- per hour	3.00 HR	0.00	68.44	0.00	205.32
3. Site Supervisor (after hours) - per hour	6.00 HR	0.00	102.62	0.00	615.72
4. Restoration Technician - per hour	16.50 HR	0.00	63.35	0.00	1,045.28
5. Restoration Technician (after hours) - per hour	46.00 HR	0.00	95.02	0.00	4,370.92
6. Project Manager - per hour	3.00 HR	0.00	92.24	0.00	276.72
7. Project Manager (after hours) - per hour	4.00 HR	0.00	138.36	0.00	553.44
Totals: 12/11/24				0.00	7,067.40

12/12/24

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
8. Site Supervisor- per hour	8.00 HR	0.00	68.44	0.00	547.52
9. Site Supervisor (after hours) - per hour	3.50 HR	0.00	102.62	0.00	359.17
10. Restoration Technician - per hour	80.00 HR	0.00	63.35	0.00	5,068.00
11. Restoration Technician (after hours) - per hour	28.00 HR	0.00	95.02	0.00	2,660.56
12. Project Manager - per hour	5.00 HR	0.00	92.24	0.00	461.20
Totals: 12/12/24				0.00	9,096.45

12/13/24

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CONTINUED - 12/13/24

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
13. Site Supervisor- per hour	8.00 HR	0.00	68.44	0.00	547.52
14. Site Supervisor (after hours) - per hour	2.50 HR	0.00	102.62	0.00	256.55
15. Restoration Technician - per hour	64.00 HR	0.00	63.35	0.00	4,054.40
16. Restoration Technician (after hours) - per hour	14.00 HR	0.00	95.02	0.00	1,330.28
17. Project Manager - per hour	5.00 HR	0.00	92.24	0.00	461.20
Totals: 12/13/24				0.00	6,649.95

12/16/24

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
18. Site Supervisor- per hour	8.00 HR	0.00	68.44	0.00	547.52
19. Site Supervisor (after hours) - per hour	3.50 HR	0.00	102.62	0.00	359.17
20. Restoration Technician - per hour	56.00 HR	0.00	63.35	0.00	3,547.60
21. Restoration Technician (after hours) - per hour	16.00 HR	0.00	95.02	0.00	1,520.32
Totals: 12/16/24				0.00	5,974.61

12/17/24

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
22. Site Supervisor- per hour	8.00 HR	0.00	68.44	0.00	547.52
23. Site Supervisor (after hours) - per hour	3.50 HR	0.00	102.62	0.00	359.17
24. Restoration Technician - per hour	48.00 HR	0.00	63.35	0.00	3,040.80
25. Restoration Technician (after hours) - per hour	23.50 HR	0.00	95.02	0.00	2,232.97
26. Project Manager - per hour	4.00 HR	0.00	92.24	0.00	368.96
Totals: 12/17/24				0.00	6,549.42

12/18/24



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CONTINUED - 12/18/24

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
27. Site Supervisor- per hour	8.50 HR	0.00	68.44	0.00	581.74
28. Restoration Technician - per hour	34.00 HR	0.00	63.35	0.00	2,153.90
Totals: 12/18/24				0.00	2,735.64

12/19/24

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
29. Site Supervisor- per hour	8.00 HR	0.00	68.44	0.00	547.52
30. Site Supervisor (after hours) - per hour	3.00 HR	0.00	102.62	0.00	307.86
31. Restoration Technician - per hour	40.00 HR	0.00	63.35	0.00	2,534.00
32. Restoration Technician (after hours) - per hour	14.00 HR	0.00	95.02	0.00	1,330.28
33. Project Manager - per hour	4.00 HR	0.00	92.24	0.00	368.96
Totals: 12/19/24				0.00	5,088.62

12/20/24

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
34. Site Supervisor- per hour	9.50 HR	0.00	68.44	0.00	650.18
35. Restoration Technician - per hour	38.00 HR	0.00	63.35	0.00	2,407.30
Totals: 12/20/24				0.00	3,057.48

12/23/24

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
36. Site Supervisor- per hour	8.00 HR	0.00	68.44	0.00	547.52
37. Site Supervisor (after hours) - per hour	4.50 HR	0.00	102.62	0.00	461.79
38. Restoration Technician - per hour	32.00 HR	0.00	63.35	0.00	2,027.20
39. Restoration Technician (after hours) - per hour	18.00 HR	0.00	95.02	0.00	1,710.36

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CONTINUED - 12/23/24

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
40. Project Manager - per hour	3.00 HR	0.00	92.24	0.00	276.72
Totals: 12/23/24				0.00	5,023.59

12/30/24

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
41. Site Supervisor- per hour	5.00 HR	0.00	68.44	0.00	342.20
42. Restoration Technician - per hour	5.00 HR	0.00	63.35	0.00	316.75
Totals: 12/30/24				0.00	658.95

1/8/25

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
43. Site Supervisor- per hour	2.50 HR	0.00	68.44	0.00	171.10
44. Restoration Technician - per hour	10.00 HR	0.00	63.35	0.00	633.50
Totals: 1/8/25				0.00	804.60
Total: Labor				0.00	53,618.71

Equipment**Equipment**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
45. Cargo Van - per hour	30.00 HR	0.00	22.18	0.00	665.40
46. Support Vehicle - per hour	16.00 HR	0.00	15.05	0.00	240.80
47. Truck - Moving/Box - per hour	16.00 HR	0.00	45.13	0.00	722.08
48. HEPA Vacuum, Attachments (SM) - per hour	108.00 HR	0.00	7.91	0.00	854.28
49. Portable Extraction Unit/Carpet Cleaner - per hour	12.00 HR	0.00	23.74	0.00	284.88
Total: Equipment				0.00	2,767.44

3rd Floor



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Office 301

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
50. LG HEPA Air Scrubber (2000 CFM) - per hour	72.00 HR	0.00	7.39	0.00	532.08
51. LG HEPA Air Scrubber (2000 CFM) - per hour	72.00 HR	0.00	7.39	0.00	532.08
52. LG HEPA Air Scrubber (2000 CFM) - per hour	96.00 HR	0.00	7.39	0.00	709.44
53. LG HEPA Air Scrubber (2000 CFM) - per hour	96.00 HR	0.00	7.39	0.00	709.44
54. Dehumidifier (28-30 Gal. -LGR) - per hour	96.00 HR	0.00	6.03	0.00	578.88
55. Dehumidifier (28-30 Gal. -LGR) - per hour	96.00 HR	0.00	6.03	0.00	578.88
Totals: Office 301				0.00	3,640.80
Total: 3rd Floor				0.00	3,640.80

Floor 3M

Floor 3M

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
56. LG HEPA Air Scrubber (2000 CFM) - per hour	240.00 HR	0.00	7.39	0.00	1,773.60
57. LG HEPA Air Scrubber (2000 CFM) - per hour	240.00 HR	0.00	7.39	0.00	1,773.60
58. LG HEPA Air Scrubber (2000 CFM) - per hour	240.00 HR	0.00	7.39	0.00	1,773.60
59. LG HEPA Air Scrubber (2000 CFM) - per hour	240.00 HR	0.00	7.39	0.00	1,773.60
60. LG HEPA Air Scrubber (2000 CFM) - per hour	168.00 HR	0.00	7.39	0.00	1,241.52
61. LG HEPA Air Scrubber (2000 CFM) - per hour	240.00 HR	0.00	7.39	0.00	1,773.60
Total: Floor 3M				0.00	10,109.52

Hallway

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
62. LG HEPA Air Scrubber (2000 CFM) - per hour	240.00 HR	0.00	7.39	0.00	1,773.60

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CONTINUED - Hallway

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Hallway				0.00	1,773.60
Total: Floor 3M				0.00	11,883.12

2nd Floor**Office 212**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
63. SM HEPA Air Scrubber (600-1000 CFM) - per hour	24.00 HR	0.00	4.48	0.00	107.52
64. SM HEPA Air Scrubber (600-1000 CFM) - per hour	72.00 HR	0.00	4.48	0.00	322.56
65. SM HEPA Air Scrubber (600-1000 CFM) - per hour	24.00 HR	0.00	4.48	0.00	107.52
Totals: Office 212				0.00	537.60

Office 218

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
66. Dehumidifier (28-30 Gal. -LGR) - per hour	72.00 HR	0.00	6.03	0.00	434.16
Totals: Office 218				0.00	434.16
Total: 2nd Floor				0.00	971.76

Basement**Marriage Court**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
67. Dehumidifier (28-30 Gal. -LGR) - per hour	12.00 HR	0.00	6.03	0.00	72.36
Totals: Marriage Court				0.00	72.36
Total: Basement				0.00	72.36



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1st Floor

Office					
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
68. LG HEPA Air Scrubber (2000 CFM) - per hour	72.00 HR	0.00	7.39	0.00	532.08
69. LG HEPA Air Scrubber (2000 CFM) - per hour	24.00 HR	0.00	7.39	0.00	177.36
70. Dehumidifier (28-30 Gal. -LGR) - per hour	72.00 HR	0.00	6.03	0.00	434.16
71. Dehumidifier (28-30 Gal. -LGR) - per hour	72.00 HR	0.00	6.03	0.00	434.16
Totals: Office				0.00	1,577.76
Total: 1st Floor				0.00	1,577.76

4th Floor

Office					
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
72. SM HEPA Air Scrubber (600-1000 CFM) - per hour	72.00 HR	0.00	4.48	0.00	322.56
73. LG HEPA Air Scrubber (2000 CFM) - per hour	1.00 HR	0.00	7.39	0.00	7.39
74. LG HEPA Air Scrubber (2000 CFM) - per hour	72.00 HR	0.00	7.39	0.00	532.08
Totals: Office				0.00	862.03

Hallway

Hallway					
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
75. LG HEPA Air Scrubber (2000 CFM) - per hour	72.00 HR	0.00	7.39	0.00	532.08
Totals: Hallway				0.00	532.08
Total: 4th Floor				0.00	1,394.11
Total: Equipment				0.00	22,307.35



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Miscellaneous

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
76. Dry Sponge (6") - each	450.00 EA	0.00	8.62	0.00	3,879.00
77. Cleaning Towels (25 lbs) - per box	5.00 BX	0.00	39.97	0.00	199.85
78. Degreaser - per gallon	4.50 GL	0.00	50.95	0.00	229.28
79. Deodorizer - per gallon	2.00 GL	0.00	85.79	0.00	171.58
80. Nitrile Gloves - per box	2.50 BX	0.00	21.49	0.00	53.73
81. MED. Pleated Filter (16 x 20) - each	12.00 EA	0.00	20.13	0.00	241.56
82. LG. Pleated Filter (24 x 24) - each	22.00 EA	0.00	23.05	0.00	507.10
83. 4mil Poly Sheeting (10 x 100) - per roll	1.00 RL	0.00	69.15	0.00	69.15
84. Poly Disposal Bags (6mil) - per roll	7.00 RL	0.00	91.16	0.00	638.12
85. Preservation Tape - per roll	2.00 RL	0.00	25.02	0.00	50.04
86. Charcoal Deodorizer (30 lbs.) - each	1.00 EA	0.00	235.62	0.00	235.62
87. Tyvek Suits - each	14.00 EA	0.00	10.69	0.00	149.66
Source room PPE					
88. Small Tools - 3% of billable labor (\$20,000 threshold) - each	1.00 EA	0.00	600.00	0.00	600.00
89. Zipper Doors - each	1.00 EA	0.00	21.68	0.00	21.68
90. Parking Fees - bid item cost	1.00 EA	0.00	289.00	0.00	289.00
See attached receipts from Government Self Park					
91. Duct Tape - per roll	1.00 RL	0.00	12.74	0.00	12.74
Totals: Miscellaneous				0.00	7,348.11

Document & Electronics Restoration

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
92. Subcontractors - bid item cost + 10%	1.00 EA	0.00	0.00	0.00	0.00
Totals: Document & Electronics Restoration				0.00	0.00
Line Item Totals: 24-0602FIR-ACTUAL				0.00	83,274.17



ACR, Inc.

ACR, Inc.
551 Glenn Ave.
Wheeling, IL 60090
866-645-1165 - office
847-215-1592 - fax
www.acrrestores.com

Summary

Line Item Total	83,274.17
Replacement Cost Value	\$83,274.17
Net Claim	\$83,274.17

Bob Bronk
Project Manager

Summary page

Property Information

Insured Name : Cook County Department of Facilities Management
Address : 118 North Clark Street, Room 1000, Chicago, IL
Phone : 3126034175

Insurance Data

Insurance Company : **---** Adjuster : **---**
Claim Number : **---** Policy Number : **---**

General Information

VendorName : ACR Vendor Address : 551 Glenn Ave Wheeling IL 60090 United States
Vendor Phone : (866)645-1165 Class : 3
Category : 2 Dataset Name :
Source of Loss :
Loss Cause : No. Of Drying Chambers : 6

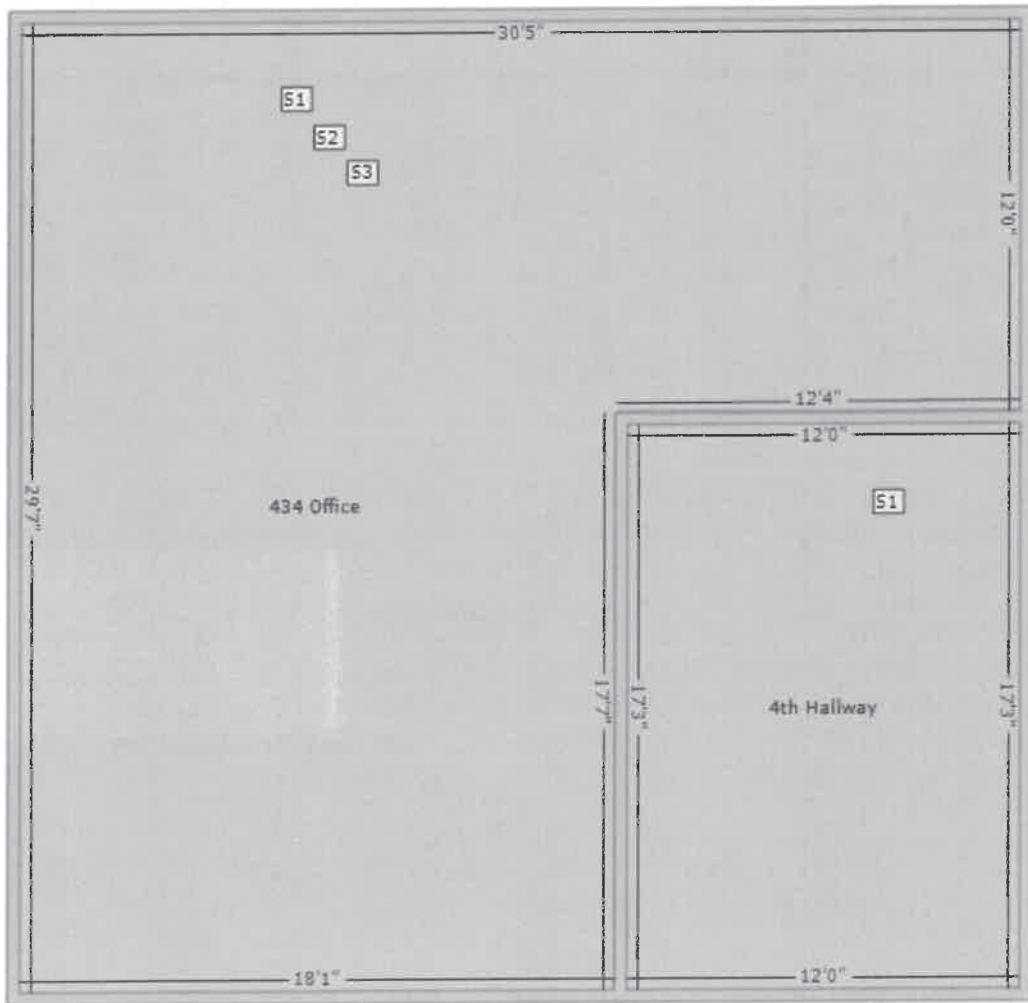
Operational Date

Loss Date	12/11/2024 12:00:00 AM	Job Started	12/11/2024 2:30:00 PM
Vendor Received	---	Dry-out Confirmed	1/9/2025 10:56:00 AM
Insured Contacted	---	Total drying time	28 Days. 20 Hr. 26 Min.
Inspection Date	12/11/2024 2:00:00 PM	Completion Date	1/9/2025 10:56:00 AM

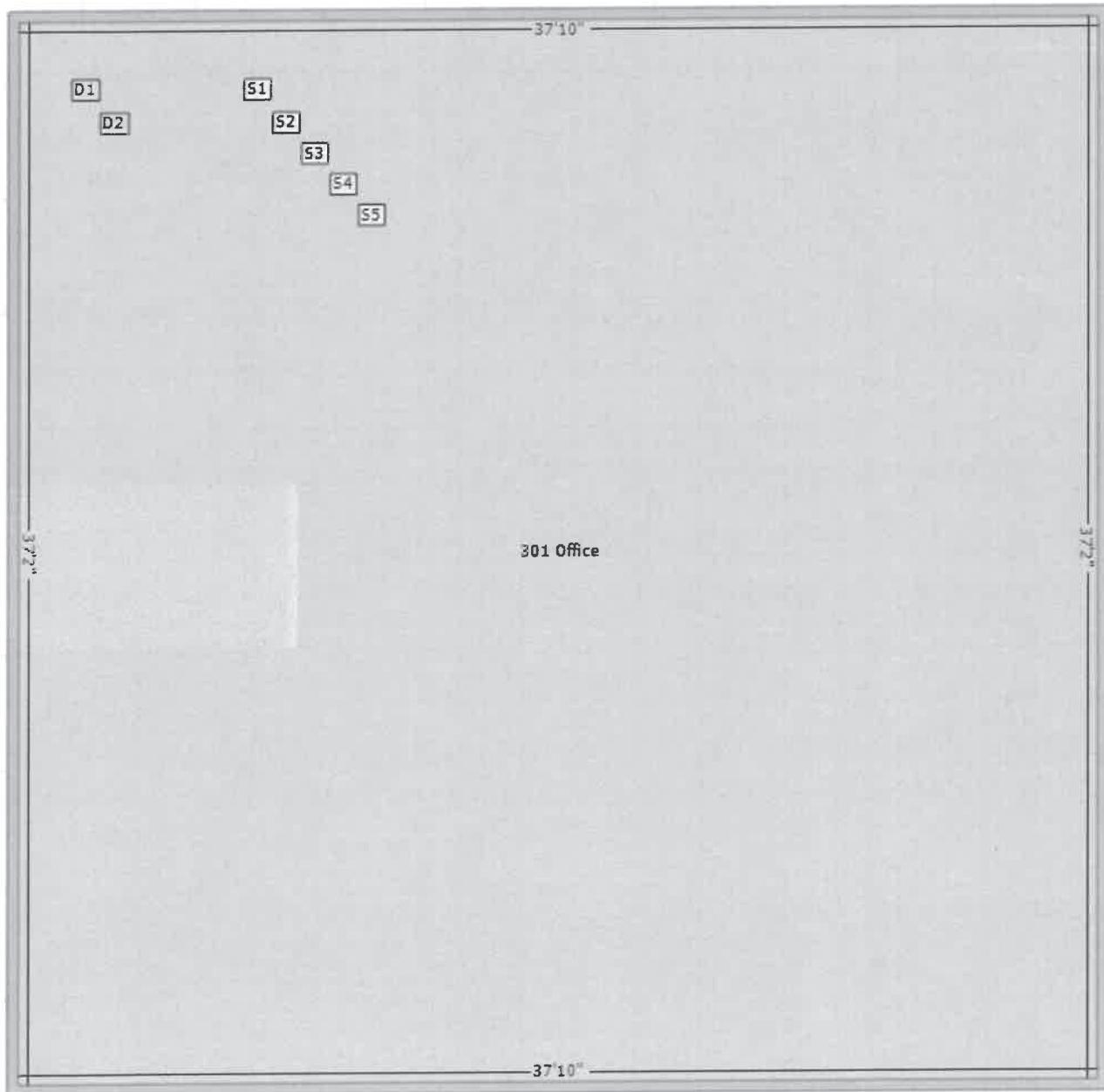
A | C | R Architectural Conservation

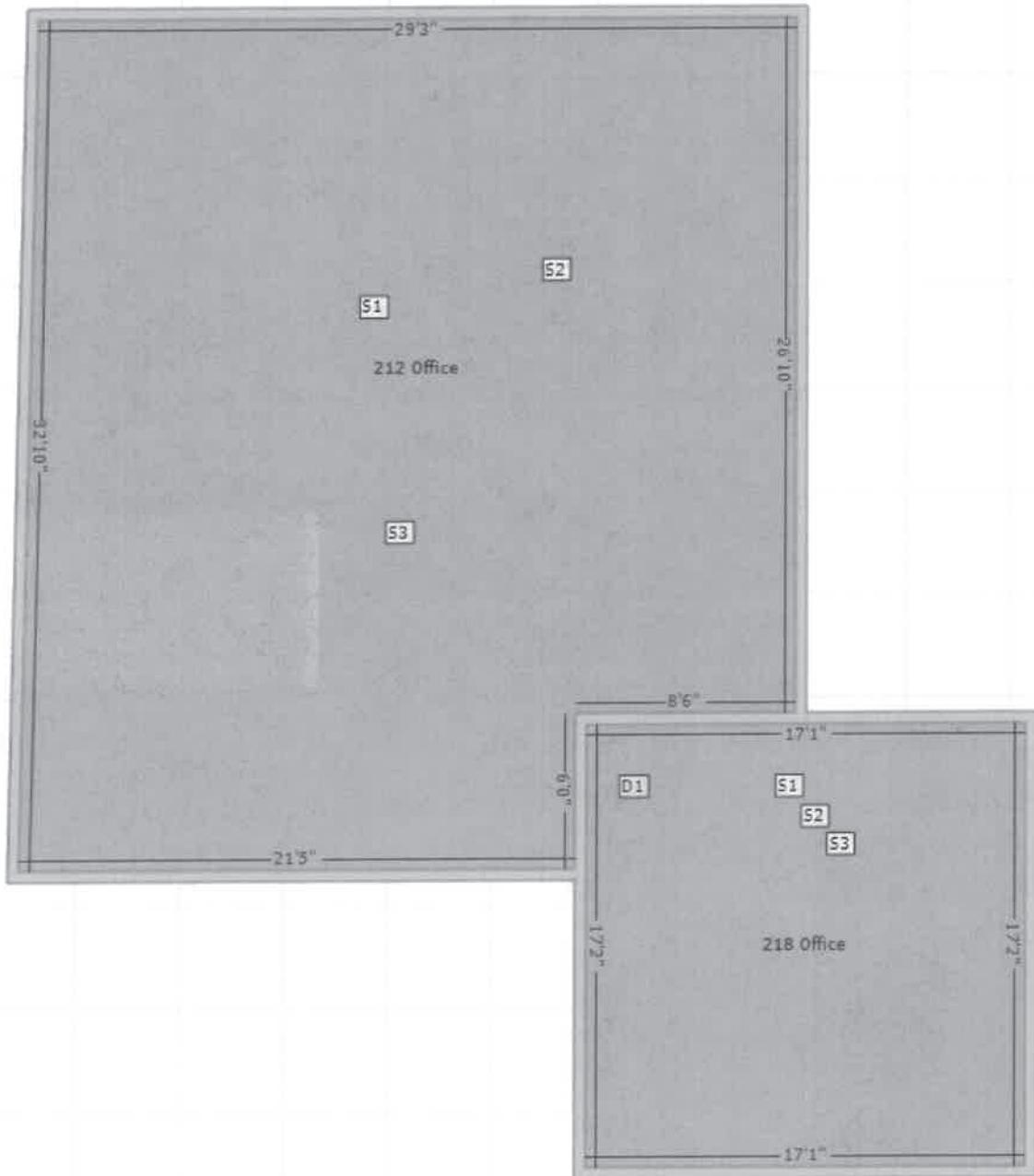
Name: Cook County Department of Facilities
Loss# 133784251725856469
Claim# --

Floor Plan [4th Floor]

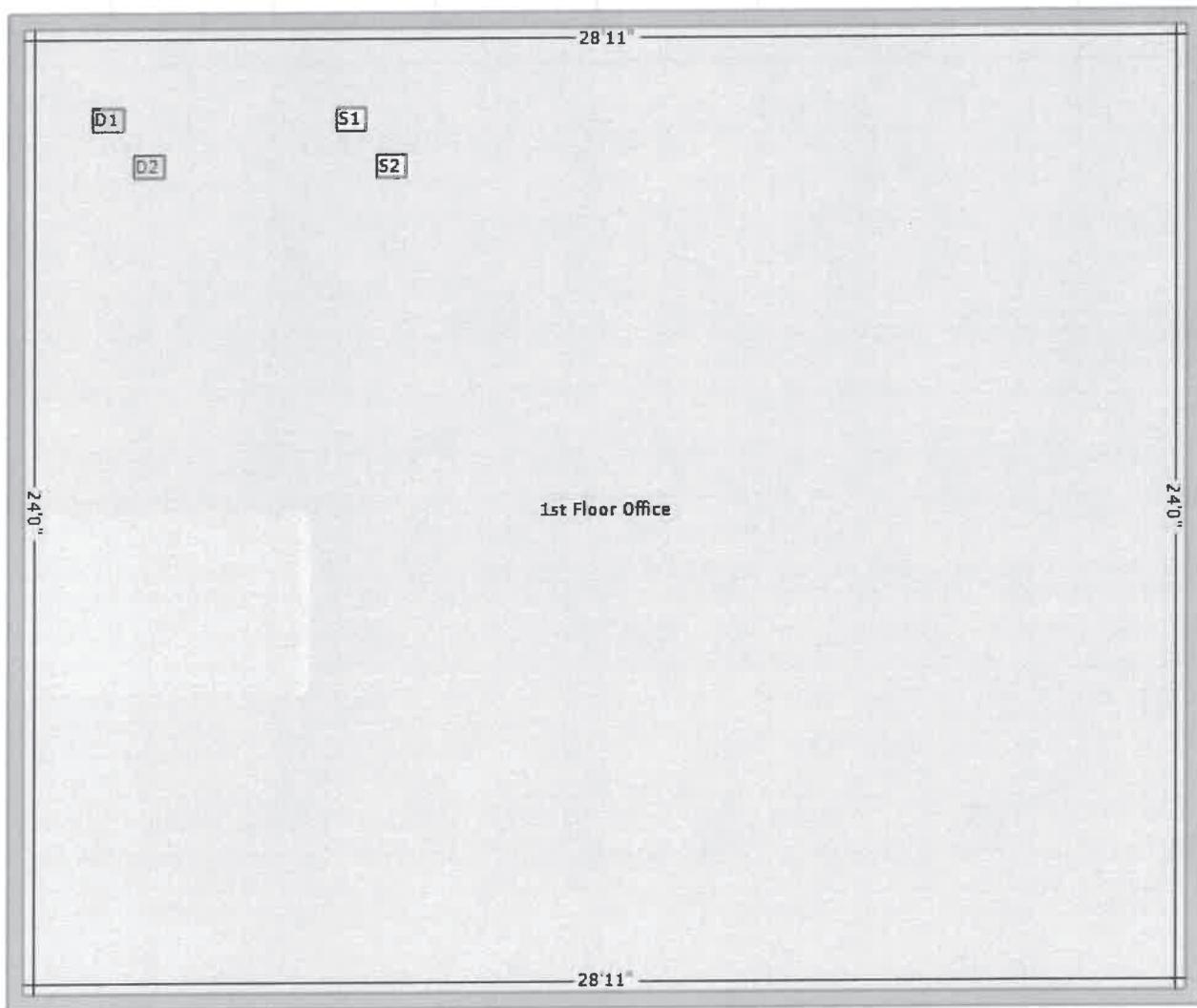


Floor Plan [3rd Floor]

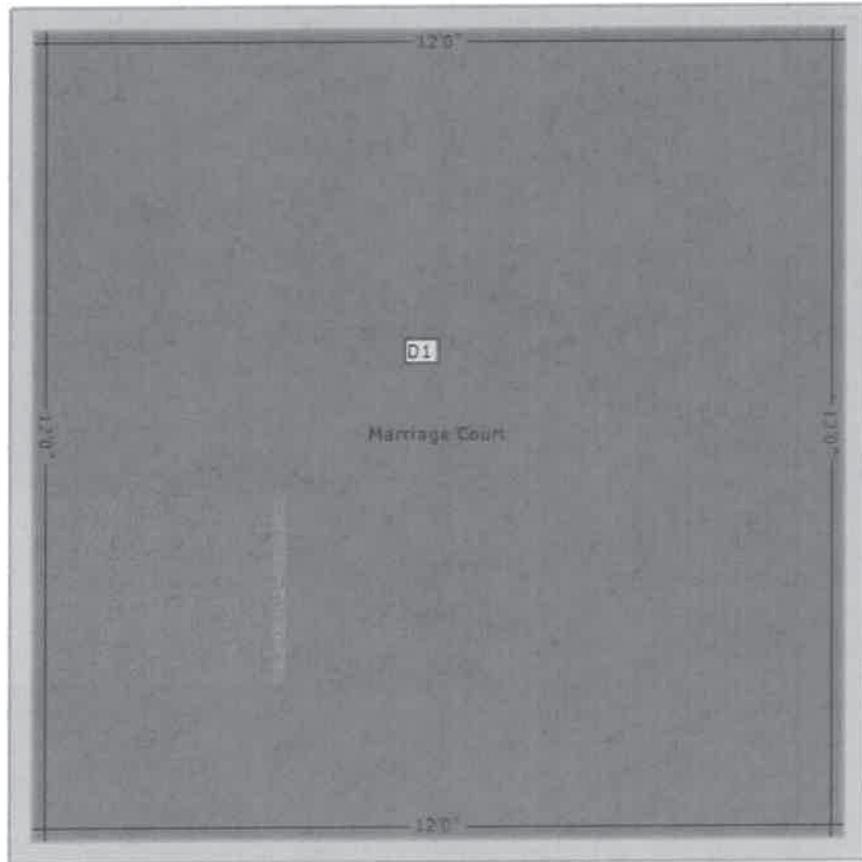


Floor Plan [2nd Floor]

Floor Plan [1st Floor]



Floor Plan [Level Basement]



A | C | R

Architectural Computer Drawing

Name: **Cook County Department of Facilities**

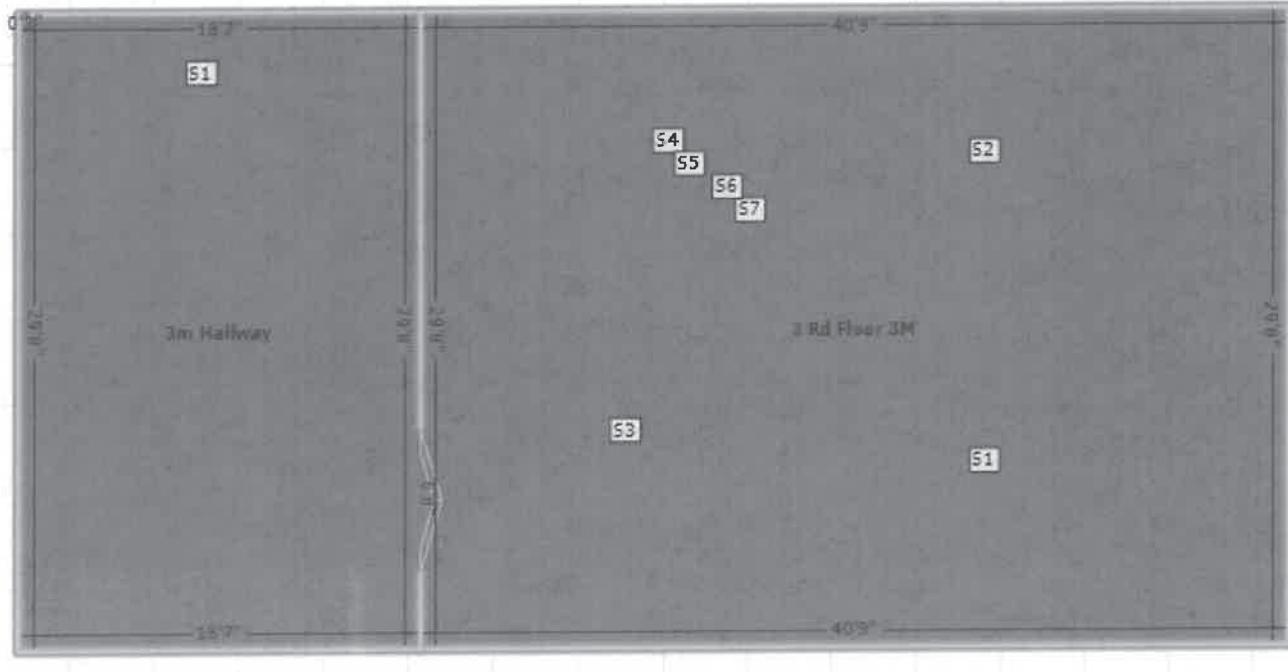
Management

133784251725856469

Loss# —

Claim# —

Floor Plan [3rd Floor 3M]



4th Floor details

Chamber Name	4th Floor	Description	
Category	---	Class	---
Perimeter (Floor)	178'6"	Affected Perimeter	0'0"
Floor (SF)	889'11"	Affected Floor (SF)	0'0"
Cubic Feet	7119'8"	Airmover (s) Used	0
Min Airmover Recommendation	0	Max Airmover Recommendation	0

Dehu Recommendation

Equipment usage in 4th Floor

4th Hallway-AIRSCRUBBER(s)

Name	Type	Label	Started At	Stopped At	Duration	Note
S1	2000 CFM Air Scrubber	26	12/12/2024 02:20 PM	12/16/2024 09:43 AM	3 day(s) 19 hr(s) 23 min(s)	

434 Office -AIRSCRUBBER(s)

Name	Type	Label	Started At	Stopped At	Duration	Note
S1	1000 CFM Air Scrubber	63 (plus Restorator)	12/12/2024 02:22 PM	12/16/2024 09:43 AM	3 day(s) 19 hr(s) 21 min(s)	
S2	2000 CFM Air Scrubber	16	12/12/2024 02:22 PM	12/13/2024 09:40 AM	19 hr(s) 18 min(s)	
S3	2000 CFM Air Scrubber	31	12/12/2024 02:23 PM	12/16/2024 09:36 AM	3 day(s) 19 hr(s) 13 min(s)	

4th Hallway details

Category	---	Class	---
Perimeter (Floor)	58'6"	Affected Perimeter	0'0"
Floor (SF)	207'0"	Affected Floor (SF)	0'0"
Perimeter (Ceiling)	58'6"	Ceiling (SF)	207'0"
Cubic Feet	1656'0"	Airmover (s) Used	0
Min Airmover Recommendation	0	Max Airmover Recommendation	0

Equipment usage in 4th Hallway[4th Floor] 4th Floor

Airscrubber(2000 Cfm Air Scrubber)

Total count: 1

Total runtime: 3.81 days

434 Office details

Category	---	Class	---
Perimeter (Floor)	120'0"	Affected Perimeter	0'0"
Floor (SF)	682'11"	Affected Floor (SF)	0'0"
Perimeter (Ceiling)	120'0"	Ceiling (SF)	682'11"
Cubic Feet	5463'8"	Airmover (s) Used	0
Min Airmover Recommendation	0	Max Airmover Recommendation	0

Equipment usage in 434 Office [4th Floor] 4th Floor

Airscrubber(1000 Cfm Air Scrubber)	Total count: 1	Total runtime: 3.81 days
Airscrubber(2000 Cfm Air Scrubber)	Total count: 2	Total runtime: 4.60 days

3rd Floor details

Chamber Name	3rd Floor	Description	
Category	--	Class	--
Perimeter (Floor)	150'0"	Affected Perimeter	0'0"
Floor (SF)	1406'1"	Affected Floor (SF)	0'0"
Cubic Feet	11249'1"	Airmover (s) Used	0
Min Airmover Recommendation	0	Max Airmover Recommendation	0

Dehu Recommendation

Equipment usage in 3rd Floor**301 Office -DEHUMIDIFIER(s)**

Name	Type	Label	Started At	Stopped At	Duration	Note
D1	Phoenix 250HT	121	12/12/2024 02:36 PM	12/17/2024 08:53 AM	4 day(s) 18 hr(s) 17 min(s)	
D2	Phoenix 250HT	100	12/12/2024 02:36 PM	12/17/2024 08:53 AM	4 day(s) 18 hr(s) 17 min(s)	

301 Office -AIRSCRUBBER(s)

Name	Type	Label	Started At	Stopped At	Duration	Note
S1	2000 CFM Air Scrubber	0	12/12/2024 02:33 PM	12/16/2024 01:33 PM	3 day(s) 23 hr(s)	
S2	2000 CFM Air Scrubber	14 (Plus Restorator)	12/12/2024 02:34 PM	12/16/2024 09:54 AM	3 day(s) 19 hr(s) 20 min(s)	
S3	2000 CFM Air Scrubber	36	12/12/2024 02:35 PM	12/13/2024 11:17 AM	20 hr(s) 42 min(s)	
S4	2000 CFM Air Scrubber	32 (plus Resto)	12/12/2024 02:37 PM	12/17/2024 08:53 AM	4 day(s) 18 hr(s) 16 min(s)	
S5	2000 CFM Air Scrubber	13	12/12/2024 02:40 PM	12/17/2024 08:53 AM	4 day(s) 18 hr(s) 13 min(s)	

301 Office details

Category	--	Class	--
Perimeter (Floor)	150'0"	Affected Perimeter	0'0"
Floor (SF)	1406'1"	Affected Floor (SF)	0'0"
Perimeter (Ceiling)	150'0"	Ceiling (SF)	1406'1"
Cubic Feet	11249'1"	Airmover (s) Used	0
Min Airmover Recommendation	0	Max Airmover Recommendation	0

Equipment usage in 301 Office [3rd Floor] 3rd Floor

Airscrubber(2000 Cfm Air Scrubber)

Total count: 5

Total runtime: 18.15 days

Dehumidifier(Phoenix 250Ht)

Total count: 2

Total runtime: 9.52 days

1st Floor details

Chamber Name	1st Floor	Description	
Category	---	Class	---
Perimeter (Floor)	105'9"	Affected Perimeter	0'0"
Floor (SF)	694'0"	Affected Floor (SF)	0'0"
Cubic Feet	5552'0"	Airmover (s) Used	0
Min Airmover Recommendation	0	Max Airmover Recommendation	0

Dehu Recommendation

Equipment usage in 1st Floor**1st Floor Office -DEHUMIDIFIER(s)**

Name	Type	Label	Started At	Stopped At	Duration	Note
D1	Phoenix DryMax XL LGR	148	12/12/2024 03:10 PM	12/16/2024 11:22 AM	3 day(s) 20 hr(s) 12 min (s)	
D2	Phoenix 250HT	122	12/12/2024 03:11 PM	12/16/2024 11:23 AM	3 day(s) 20 hr(s) 12 min (s)	

1st Floor Office -AIRSCRUBBER(s)

Name	Type	Label	Started At	Stopped At	Duration	Note
S1	2000 CFM Air Scrubber	11	12/12/2024 03:10 PM	12/16/2024 11:22 AM	3 day(s) 20 hr(s) 12 min (s)	
S2	2000 CFM Air Scrubber	18	12/12/2024 03:11 PM	12/13/2024 11:15 AM	20 hr(s) 4 min(s)	

1st Floor Office details

Category	---	Class	---
Perimeter (Floor)	105'9"	Affected Perimeter	0'0"
Floor (SF)	694'0"	Affected Floor (SF)	0'0"
Perimeter (Ceiling)	105'9"	Ceiling (SF)	694'0"
Cubic Feet	5552'0"	Airmover (s) Used	0
Min Airmover Recommendation	0	Max Airmover Recommendation	0

Equipment usage in 1st Floor Office [1st Floor] 1st Floor

Airsscrubber(2000 Cfm Air Scrubber)	Total count: 2	Total runtime: 4.68 days
Dehumidifier(Phoenix 250Ht)	Total count: 1	Total runtime: 3.84 days
Dehumidifier(Phoenix Drymax XI Lgr)	Total count: 1	Total runtime: 3.84 days

2nd Floor details

Chamber Name	2nd Floor	Description
Category	---	Class ---
Perimeter (Floor)	193'3"	Affected Perimeter 0'0"
Floor (SF)	1212'10"	Affected Floor (SF) 0'0"
Cubic Feet	9703'1"	Airmover (s) Used 0
Min Airmover Recommendation	0	Max Airmover Recommendation 0

Dehu Recommendation

Equipment usage in 2nd Floor**218 Office -DEHUMIDIFIER(s)**

Name	Type	Label	Started At	Stopped At	Duration	Note
D1	Phoenix 250HT	129	12/12/2024 02:47 PM	12/16/2024 01:19 PM	3 day(s) 22 hr(s) 32 min(s)	

218 Office -AIRSCRUBBER(s)

Name	Type	Label	Started At	Stopped At	Duration	Note
S1	2000 CFM Air Scrubber	21 (plus Resto)	12/12/2024 02:49 PM	12/12/2024 02:51 PM	2 min(s)	
S2	2000 CFM Air Scrubber	9	12/12/2024 02:50 PM	12/12/2024 02:51 PM	1 min(s)	
S3	2000 CFM Air Scrubber	25	12/12/2024 02:51 PM	12/12/2024 02:51 PM	1 min(s)	

212 Office -AIRSCRUBBER(s)

Name	Type	Label	Started At	Stopped At	Duration	Note
S1	1000 CFM Air Scrubber	21	12/12/2024 02:51 PM	12/13/2024 02:54 PM	1 day(s) 3 min(s)	
S2	1000 CFM Air Scrubber	9	12/12/2024 02:51 PM	12/13/2024 02:54 PM	1 day(s) 3 min(s)	
S3	1000 CFM Air Scrubber	25	12/12/2024 02:51 PM	12/16/2024 01:22 PM	3 day(s) 22 hr(s) 31 min(s)	

218 Office details

Category	---	Class ---
Perimeter (Floor)	68'6"	Affected Perimeter 0'0"
Floor (SF)	293'3"	Affected Floor (SF) 0'0"
Perimeter (Ceiling)	68'6"	Ceiling (SF) 293'3"
Cubic Feet	2346'1"	Airmover (s) Used 0
Min Airmover Recommendation	0	Max Airmover Recommendation 0

Equipment usage in 218 Office [2nd Floor] 2nd Floor

Airscreubber(2000 Cfm Air Scrubber)

Total count: 3

Total runtime: 0.00 days

Dehumidifier(Phoenix 250Ht)

Total count: 1

Total runtime: 3.94 days

212 Office details

Category	---	Class	---
Perimeter (Floor)	124'9"	Affected Perimeter	0'0"
Floor (SF)	919'7"	Affected Floor (SF)	0'0"
Perimeter (Ceiling)	124'9"	Ceiling (SF)	919'7"
Cubic Feet	7357'0"	Airmover (s) Used	0
Min Airmover Recommendation	0	Max Airmover Recommendation	0

Equipment usage in 212 Office [2nd Floor] 2nd Floor

Airscrubber(1000 Cfm Air Scrubber)

Total count: 3

Total runtime: 5.94 days

Level Basement details

Chamber Name	Level Basement	Description	
Category	---	Class	---
Perimeter (Floor)	48'0"	Affected Perimeter	0'0"
Floor (SF)	144'0"	Affected Floor (SF)	0'0"
Cubic Feet	1152'0"	Airmover (s) Used	0
Min Airmover Recommendation	0	Max Airmover Recommendation	0

Dehu Recommendation

Equipment usage in Level Basement**Marriage Court -DEHUMIDIFIER(s)**

Name	Type	Label	Started At	Stopped At	Duration	Note
D1	Phoenix 250HT	D1	12/11/2024 03:00 PM	12/17/2024 08:42 AM	5 day(s) 17 hr(s) 42 min(s)	

Marriage Court details

Category	---	Class	---
Perimeter (Floor)	48'0"	Affected Perimeter	0'0"
Floor (SF)	144'0"	Affected Floor (SF)	0'0"
Perimeter (Ceiling)	48'0"	Ceiling (SF)	144'0"
Cubic Feet	1152'0"	Airmover (s) Used	0
Min Airmover Recommendation	0	Max Airmover Recommendation	0

Equipment usage in Marriage Court [Level Basement] Level Basement

Dehumidifier(Phoenix 250Ht)

Total count: 1

Total runtime: 5.74 days

3M details

Chamber Name	3M	Description
Category	2	Class 3
Perimeter (Floor)	237'5"	Affected Perimeter 0'0"
Floor (SF)	1760'10"	Affected Floor (SF) 604'5"
Cubic Feet	14087'3"	Airmover (s) Used 0
Min Airmover Recommendation	17	Max Airmover Recommendation 25
Dehu Recommendation	[Based on simple calculations] Calculated Pints/Day is 353. System recommend(s) Medium[0-69] Dehumidifier: 1, XX-Large[160-170] Dehumidifier: 2.	

Equipment usage in 3M

3 Rd Floor 3M-AIRSCRUBBER(s)

Name	Type	Label	Started At	Stopped At	Duration	Note
S1	2000 CFM Air Scrubber	9	12/13/2024 03:05 PM	12/23/2024 03:32 PM	10 day(s) 27 min(s)	
S2	2000 CFM Air Scrubber	18	12/13/2024 03:05 PM	12/23/2024 03:32 PM	10 day(s) 27 min(s)	
S3	2000 CFM Air Scrubber	21	12/13/2024 03:06 PM	01/08/2025 08:30 AM	25 day(s) 17 hr(s) 24 min(s)	
S4	2000 CFM Air Scrubber	31	12/16/2024 11:13 AM	01/08/2025 08:30 AM	22 day(s) 21 hr(s) 17 min(s)	
S5	2000 CFM Air Scrubber	26	12/16/2024 11:13 AM	12/23/2024 03:32 PM	7 day(s) 4 hr(s) 19 min(s)	
S6	2000 CFM Air Scrubber	11	12/13/2024 03:28 PM	01/08/2025 08:30 AM	25 day(s) 17 hr(s) 2 min(s)	
S7	2000 CFM Air Scrubber	25	12/16/2024 02:29 PM	01/08/2025 08:30 AM	22 day(s) 18 hr(s) 1 min(s)	

3m Hallway-AIRSCRUBBER(s)

Name	Type	Label	Started At	Stopped At	Duration	Note
S1	2000 CFM Air Scrubber	16	12/13/2024 10:21 AM	01/08/2025 08:30 AM	25 day(s) 22 hr(s) 9 min(s)	

3 Rd Floor 3M details

Category	2	Class	3
Perimeter (Floor)	140'9"	Affected Perimeter	0'0"
Floor (SF)	1208'11"	Affected Floor (SF)	604'5"
Perimeter (Ceiling)	140'9"	Ceiling (SF)	1208'11"
Cubic Feet	9671'3"	Airmover (s) Used	0
Min Airmover Recommendation	17	Max Airmover Recommendation	25

Equipment usage in 3 Rd Floor 3M[3rd Floor 3M] 3M

Airscrubber(2000 Cfm Air Scrubber)

Total count: 7

Total runtime: 124.30 days

3m Hallway details

Category	---	Class	---
Perimeter (Floor)	96'6"	Affected Perimeter	0'0"
Floor (SF)	551'11"	Affected Floor (SF)	0'0"
Perimeter (Ceiling)	96'6"	Ceiling (SF)	551'11"
Cubic Feet	4415'11"	Airmover (s) Used	0
Min Airmover Recommendation	0	Max Airmover Recommendation	0

Equipment usage in 3m Hallway[3rd Floor 3M] 3M

Airscrubber(2000 Cfm Air Scrubber)

Total count: 1

Total runtime: 25.92 days

EXHIBIT 2
Insurance Requirements & Evidence of Insurance

Insurance Requirements & Evidence of Insurability

Insurance Requirements

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

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

The Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless specified otherwise.

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

Coverages

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation insurance** as required by statutory limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Professional Liability (if Design/Build)**, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate
6. **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: \$5,000,000
7. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate
8. **Railroad Liability Railroad Protective Liability Insurance** Contractors who perform work within 50-feet of any railroad-owned property are required to have Railroad Protective Liability.

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 following 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2026

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 Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008		CONTACT NAME: Christina Cunningham, Senior CSM PHONE (A/C, No, Ext): E-MAIL ADDRESS: certrequests@ajg.com
		INSURER(S) AFFORDING COVERAGE INSURER A : Accident Fund Insurance Company of America INSURER B : Admiral Insurance Company INSURER C : Acuity, A mutual Insurance Company INSURER D : Underwriters at Lloyd's London INSURER E : INSURER F :
		NAIC # 10166 24856 14184 15792
INSURED Action Cleaners, Inc. dba ACR, Inc. 551 Glenn Avenue Wheeling, IL 60090		ACRINC0-01

COVERAGES		CERTIFICATE NUMBER: 1272575124		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		
B	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:	Y	Y	FEI-ECC-36008-01	7/1/2025 7/1/2026	EACH OCCURRENCE \$ 2,000,000	
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
						MED EXP (Any one person) \$ 10,000	
						PERSONAL & ADV INJURY \$ 2,000,000	
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 5,000	
C	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY IL, GA	Y	Y	ZW0883	7/1/2025 7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
						BODILY INJURY (Per person) \$	
						BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (Per accident) \$	
B D	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	X	Y	FEI-EXS-45557-01 CSIXEL00556-01	7/1/2025 7/1/2026 7/1/2025 7/1/2026	EACH OCCURRENCE \$ 5,000,000	
						AGGREGATE \$ 5,000,000	
						Excess limit \$ 3,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	Y	AF WCP 100041331 04	7/1/2025 7/1/2026	X PER STATUTE <input type="checkbox"/> OTH- ER II, GA, NJ
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			FEI-ECC-36008-01	7/1/2025 7/1/2026	Aggregate Each Incident \$ 2,000,000 \$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cook County its officials, employees, and agents are named as additional insureds under the Commercial General Liability, Automobile Liability Policies. The insurance provided in the General Liability and Auto Liability policies is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies to Cook County its officials, employees, and agents as respects to the General Liability, Automobile Liability and Workers' Compensation policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Umbrella follow forms.

CERTIFICATE HOLDER

CANCELLATION

Cook County
Office of the Chief Procurement Officer
118 N. Clark Room 1018
Chicago IL 60602
USA

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

AUTHORIZED REPRESENTATIVE

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN
WRITTEN AGREEMENT WITH YOU**

CA-7213(10-98)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

1. Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on

your policy. Such persons or organizations are additional insureds only with respect to liability arising out of operations performed for the additional insured by you.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. Temporary Substitute Vehicle Physical Damage

The following is added to item C Certain Trailers, Mobile Equipment and Temporary Substitute Autos under Section I - Covered Autos:

If Physical Damage Coverage is provided by this Coverage Form, any *auto* you do not own while used with permission of its owner as a temporary substitute for a covered *auto* you own that is out of service because of its breakdown, repair, servicing, loss or destruction is a covered *auto* for Physical Damage Coverage.

B. Who Is an Insured

The following are added to Who Is an Insured under Section II - Liability Coverage:

1. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, 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;
- b. This coverage does not apply to *bodily injury* or *property damage* that occurred before you acquired or formed the organization;
- c. No person or organization is an *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.

2. Employees as Insureds

Any *employee* of yours is an *insured* while using a covered *auto* you do not own, hire or borrow in your business or your personal affairs.

C. Increased Supplementary Payments

1. The limit shown in paragraph A2a(2) of Section II - Liability Coverage is increased to \$3,000.
2. The limit shown in paragraph A2a(4) of Section II - Liability Coverage is increased to \$300.

D. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II - Liability Coverage does not apply.

E. Towing for Covered Autos after Covered Losses

The following is added to paragraph A4 Coverage Extensions of Section III - Physical Damage Coverage in the Business Auto Coverage Form and to paragraph - A4 Coverage Extension under Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form and the Towing Coverage endorsement, if it applies to your policy:

If a covered *loss* to a covered *auto* renders the vehicle undriveable, we will pay for reasonable and necessary costs to tow the vehicle to the nearest service or salvage facility. This coverage only applies to a covered *auto* insured for Comprehensive or Collision coverage. Such payments will not reduce the limits of insurance described in C Limit of Insurance.

F. Transportation Expenses

The Transportation Expenses Coverage Extension is replaced by the following:

We will also pay up to \$75 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered *auto* of the private passenger or *light truck* 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*.

G. Increased Sub-limit for Audio, Visual and Data Electronic Equipment Coverage

The sub-limit shown in paragraph C2 of the Limit of Insurance Provision of Section III - Physical Damage Coverage in the Business Auto Coverage Form is increased to \$3,000.

H. The following are added to Coverage Extensions under Section III - Physical Damage Coverage in the Business Auto Coverage Form and to Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form:

1. Accidental Airbag Discharge

We will pay to replace an airbag that deploys without the car being involved in an accident. This coverage applies only to a covered *auto* which you own.

2. Loan/Lease Gap Coverage

In the event of a total *loss* to a covered *auto* of the private passenger or *light truck*

type, we will pay any unpaid amount due on the lease or loan, less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/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 loans or leases.

3. Hired Auto Physical Damage Coverage

If hired *autos* are covered *autos* for Liability Coverage, then the Physical Damage Coverages provided under this Coverage Form for any *auto* you own are extended to *autos* of the private passenger or *light truck* type which you lease, hire, rent or borrow for a period of 30 days or less, subject to the following limit.

The most we will pay under this extension is the lesser of the actual cash value, the cost of repair or \$50,000, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned *auto* of the private passenger or *light truck* type for that coverage. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered *auto* you own of the private passenger or *light truck* type.

4. Rental Reimbursement Coverage for Private Passenger Vehicles or Light Trucks

- a. This coverage applies only to a covered *auto* of the private passenger or *light truck* type.
- b. We will pay for rental reimbursement expenses incurred by you for the rental of an *auto* because of a covered *loss* to an *auto* to which this extension applies. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered *auto*. No deductibles apply to this coverage.
- c. We will pay only for those expenses incurred during the policy period beginning 24 hours after the *loss* and ending, regardless of the policy's expiration,

with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered *auto*. If *loss* is caused by theft, this number of days is added to the number of days it takes to locate the covered *auto* and return it to you.
- (2) 30 days.
- d. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred.
 - (2) \$75 per day to a maximum of \$1,500.
- e. This coverage does not apply while there are spare or reserve *autos* available to you for your operations.
- f. If *loss* results from the total theft of a covered *auto* to which this extension applies, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extensions.
- g. The Rental Reimbursement Coverage described above does not apply to a covered *auto* that is described or designated as a covered *auto* on Rental Reimbursement Coverage Form CA-9923F.

5. Fire Department Service Charge

When the fire department is called to save or protect a covered *auto*, its equipment, its contents, or occupants from a covered *loss*, we will pay up to \$1,000 for your liability for fire department service charges:

- a. Assumed by contract or agreement prior to *loss*; or
- b. Required by local ordinance.

No deductible applies to this additional coverage.

6. Fire Extinguisher Recharge

We will pay the actual cost of recharging or replacing, whichever is less, fire extinguishers kept in your covered *auto* that are intentionally discharged in an attempt to extinguish a fire.

7. Rental Reimbursement, Business Income and Extra Expense Coverage Limits

The most we will pay for all *loss* for each covered *auto* involved in any one *accident* for Rental Reimbursement, Business Income and Extra Expense combined is \$10,000.

Coverage

a. Rental Reimbursement Coverage

- (1) We will pay for expenses incurred by you during the *period of restoration* for the rental of an *auto* made necessary because of a covered *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
- (2) This Rental Reimbursement Coverage does not apply to a covered *auto* of the private passenger or *light truck* type because coverage for these vehicles is provided in item 4 of this endorsement.

b. Business Income and Extra Expense Coverage

(1) Business Income Coverage

- (a) Actual Loss Sustained Coverage - We will pay the actual loss of *business income* sustained by you as the result of the necessary suspension of your business during the *period of restoration* due to a *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

- (b) Specified Amount per Day Coverage - At your option, we will pay up to \$250 per day for a maximum of seven days during the *period of restoration* for income loss. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

(2) Extra Expense Coverage

We will pay the necessary and reasonable *extra expenses* that you incur during the *period of restoration* that you would not have incurred had there been no *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

Conditions

- a. Any payment for Business Income made under Specified Amount per Day Coverage reduces the payment we

make under any other coverages listed in extension 7.

- b. No other deductible applies to these coverages.
- c. We will not pay under these coverages if you do not repair or replace the covered *auto*.
- d. You must resume all or part of your business as quickly as possible.
- e. If you have other *autos* you can use to reduce the amount of loss payable under these coverages, you are required to use them.
- f. We will not pay for loss or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such loss that affects your *business income*.
- g. We will pay for expenses you incur to reduce the amount that would otherwise have been payable under this coverage. We will not pay more than the amount by which you actually reduce the *business income* loss or *extra expense* incurred.

8. Fuel in Vehicle Coverage

We will also pay, with respect to a covered *loss*, the actual loss sustained for the *loss* to the fuel used to operate your vehicle but only with respect to a covered *auto*. You must provide documentation supporting your claim for damages.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

9. Miscellaneous Equipment Used With Covered Vehicle Coverage

We will also pay, with respect to a covered *loss*, the actual cash value, repair cost or replacement cost, whichever is less, for *loss* to your *miscellaneous equipment* but only with respect to a covered *auto*.

Exclusions

We will not pay for *loss* caused by:

- a. Theft, unless there are visible signs or marks of forcible entry into the covered *auto* and the theft is reported to law enforcement authorities; or
- b. Mysterious disappearance.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

10. Electronic Logging Devices or Electronic On-Board Recorders

We will also pay, with respect to a covered loss, up to \$3,000 for the actual loss sustained to an electronic on-board recorder or electronic logging device permanently installed in the *auto* but only with respect to a covered *auto*.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages for further information.

I. Deductible Provision

Paragraph D, Deductible of Section III - Physical Damage Coverage in the Business Auto Coverage Form and paragraph D, Deductible of Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form are replaced by the following:

1. For each covered *auto*, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.
2. For combinations of tractor, truck, semi-trailer or trailers when attached together by coupling devices at the time of loss, one deductible will apply.
 - a. If more than one *auto* of the combination is damaged or stolen, the largest applicable deductible shown in the Declarations will apply.
 - b. If only one *auto* of the combination is damaged or stolen, the deductible shown in the Declarations for that *auto* will apply.
3. The deductibles will not apply to loss caused by a collision of a covered *auto* with any other *auto* insured by us.
4. If the insured chooses to have a damaged windshield or other glass repaired instead of replaced, no deductible will apply to the loss.

J. Knowledge of Claim or Suit

The following is added to the Duties in the Event of Accident, Claim, Suit or Loss Condition:

Knowledge of an *accident*, claim, *suit* or *loss* by an agent or *employee* of any insured shall not in itself constitute knowledge of the insured unless your partners, executive officers, directors, managers, members or a person who has been designated by them to receive reports of *accidents*, claims, *suits* or *loss* shall have received such notice from the agent or *employee*.

K. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition:

We waive any right of recovery we may have against a person or organization because of payments we make for *bodily injury* or *property damage* arising out of your use of a covered *auto* which occurs while under a contract with that person or organization. The waiver applies only to a person or organization with whom you have a written contract or agreement requiring you to waive the right of recovery under this policy. The written contract or agreement must have been executed prior to the *accident* causing *bodily injury* or *property damage*.

L. Worldwide Coverage Territory for Hired Autos

The following is added to paragraph B7 of Section IV - Business Auto Conditions in the Business Auto Coverage Form and to paragraph B7 of Section V - Motor Carrier Conditions in the Motor Carrier Coverage Form:

With respect to *autos* hired for 30 days or less, the coverage territory is extended to include all parts of the world if the insured's responsibility to pay damages is determined in a suit in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.

M. Mental Anguish Coverage

The Definition of *bodily injury* is amended to include mental anguish.

N. Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages and Electronic Logging Devices or Electronic On-Board Recorders

1. If loss to property covered by these extensions is the result of a loss to the covered *auto* under this Coverage Form's Comprehensive or Collision Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any

Comprehensive Coverage deductible shown in the Declarations does not apply to *loss* to property covered by an extension caused by fire or lightning.

2. If *loss* to property covered by these extensions is the result of a *loss* to the covered *auto* under this Coverage Form's Specified Causes of Loss Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

O. Coverage Extensions Definitions

1. "*Business income*" means the:
 - a. Net income (Net profit or loss before income taxes) that would have been earned or incurred if no *loss* would have occurred; and
 - b. Continuing normal operating expenses incurred, including payroll.
2. "*Extra expense*" means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.
3. "*Light truck*" means a truck with a gross vehicle weight of 10,000 pounds or less.

4. "*Miscellaneous equipment*" means hand trucks, dollies, pallets, pads, covers, binders, tarps, tie-downs, chains and other similar equipment used in the handling of property being transported.

5. "*Period of restoration*" means the period of time that:

a. Begins:

(1) Twenty-four hours after the time of *loss* for Rental Reimbursement Coverage or Business Income Coverage; or

(2) Immediately after the time of *loss* for Extra Expense Coverage; and

b. Ends at the earliest of:

(1) The time required to resume your normal business operations; or

(2) The time that is reasonably necessary to repair or replace the covered *auto*.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants.

The expiration date of this policy will not cut short the *period of restoration*.

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 07/01/2025, attaches to and forms a part of
Policy Number FEI-ECC-36008-01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following coverage part(s):

**COMMERCIAL GENERAL LIABILITY
CONTRACTORS POLLUTION LIABILITY**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION- Blanket

This endorsement, effective 07/01/2025, attaches to and forms a part of
Policy Number **FEI-ECC-36008-01**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement, effective 07/01/2025, attaches to and forms a part of
Policy Number FEI-ECC-36008-01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

CONTRACTORS POLLUTION LIABILITY COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

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

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

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 **07/01/2025** Policy No. AF WCP 100041331 04
Insured **ACTION CLEANERS, INC.**

Endorsement No.
Premium: **\$0**

Insurance Company **ACCIDENT FUND
INSURANCE COMPANY OF
AMERICA** Countersigned by _____

WC 00 03 13

(Ed. 4-84)