AMENDMENT NO. 3

This Amendment modifies Contract No. 2038-18399C, for Preliminary Engineering Services – East Lake Ave. Bridge over Middle Fork - SN 016-0544 by and between the County of Cook, Illinois, herein referred to as "County" and EXP US, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on February 10, 2022, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Preliminary Engineering Services – East Lake Ave. Bridge over Middle Fork - SN 016-0544 (hereinafter referred to as the "Services") from March 1, 2022 through August 31, 2023, in an amount not to exceed $724,573.00 ; and

Whereas, Amendment No. 1 was executed by the Chief Procurement Officer on <August 11, 2023, to extend the contract for one (1) year beginning September 1, 2023 through August 31,2024; and

Whereas, Amendment No. 2 was authorized by the County Board on July 25, 2024, to or extend the contract for twenty-six (26) months beginning September 1, 2024 through November 1, 2026, in the amount of $1,241,800.00 and the Total Contract Amount was revised to $1,966,373.00; and

Whereas, the Contract will expire November 1, 2026 and the agreed upon Services are still required; and

Whereas, pursuant to Article 4 Section C of the Contract, the County and Contractor desire to extend the Contract for one (1) year beginning on November 2, 2026 through November 1, 2027.

Whereas, pursuant to Article 4 Section C of the Contract, the County and Contractor desire to include additional scope of services to the Contract; and

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is extended through November 1, 2027.

2. The Contract is hereby amended to incorporate Attachment A and made part of the Contract.

3. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form (if applicable and updated), MBE/WBE Utilization Plan forms (if applicable and updated), certificate of insurance (if updated), and Economic Disclosures Statement under Attachment B are incorporated and made a part of this Contract.

4. All other terms and conditions remain as stated in the Contract.

In witness whereof and pursuant to the Chief Procurement Officer the County and Contractor have caused this Amendment No. 3 to be executed on the date and year last written below.

County of Cook, Illinois

By: Raffi Sarrafian Digitally signed by Raffi Sarrafian Date: 2026.06.08 11:35:52 -05'00'
Chief Procurement Officer

Date: _____

By: _____
State's Attorney (if applicable)

_____
Type or print name (if applicable)

Date: _____

EXP US Services, Inc.

Signed

Timothy D. Neumann
Type or print name

Executive Vice President
Title

Date: 03/24/2026

ATTACHMENT A

COOK COUNTY
DEPARTMENT OF
Procurement

Scope of Work Development Form

DOWNLOAD THIS FORM BEFORE STARTING

This form you will attach in Bonfire with your submission.

PLEASE READ

Purpose

The Scope of Work (SOW) Development Form is designed to assist all Cook County Departments in preparing a clear, complete, and **thoughtful Scope of Work for their procurement requests. I**t applies to all types of public purchases—both competitive and non-competitive.

The form ensures that Procurement Services receives the essential information needed to:

- Identify the most suitable vendors,
- Process requests efficiently and effectively, and
- Promote competitive bidding that strengthens County services and optimizes taxpayer dollars.

Why This Matters

Using Agencies should carefully complete this form. Well-considered responses help Procurement Services **communicate clearly with the vendor community**, **increasing the likelihood of receiving high-quality**, **competitive bids**. The information you provide will first be reviewed by the Procurement Department and then posted for vendors.

Do all solicitations type need an SOW Development Form?

No. A completed SOW Development Form is required for most solicitation types, except for amendments and Job Order Contract (JOC) work orders. Please see the **Getting Started with Procurement** to find the **Procurement Submission Reference** to ensure you actually need to complete a SOW Development Form for your procurement request.

Where to Get Help: Please contact your department Procurement Business Partner, your procurement business partner is your go to department expert in procurement. They are trained to navigate procurement resources and have direct contact with Procurement leaders. They will also sign you up for **trainings**, provide **training materials**, and sign you up for **Procurement Office Hours** where you can get specific help.

Structure of the SOW Development Form

The SOW Development Form is organized into **three sections**, each designed to guide Using Agencies in developing a complete Scope of Work.

Once your responses are finalized, **the information you provide will be shared with the vendor community and retained for compliance and public transparency so please be diligent and thoughtful in all your responses.**

Sec	Section	Focus	Importance
1	**Scope of Work Development**	Outlines the overall scope and clarifies what is being requested, helping buyers understand your department's needs.	Provide clear, detailed, and thoughtful responses. Thorough answers reduce back-and-forth, saving time and avoiding delays in processing.
2	**Specifications Development**	Defines the technical requirements and details vendors need to successfully deliver—such as pictures, measurements, standards, or other specifics.	Include all relevant exhibits, documents, policies, compliance requirements, and technical details. This ensures vendors have complete clarity and reinforces Section 1.
3	**Vendor Selection Preferences**	Identifies the vendor qualifications and preferences your department values, and how those factors should be weighed in evaluation.	Helps Procurement and evaluation teams understand your priorities when comparing vendors. While Sections 1 and 2 define the work and deliverables, this section guides how the best vendor is chosen.

Leave no answer blank, instead explain why the question does not apply to your procurement request or why you can't answer it now.

Section 1: Scope of Work

Use this section to tell the Procurement Department exactly what you need. Provide enough detail to clearly describe the product or service, including type, quantity, and service level. Keep your answers concise — more detailed explanations will be requested in **Section 2**. This helps Procurement Department process your request quickly and accurately without confusion.

Clearly describe the **item or service name, quantity, and basic description** (size, model, or service level and type). Avoid technical standards here — those go in Section 2.

Example: *"200 traffic safety cones, 28" high, orange with reflective stripes."*

Answer:

Preparation of design engineering deliverables and construction engineering support needed to support the Department's project to replace the East Lake Avenue Bridge over North Branch Chicago River.

Explain the problem this request solves and **what could happen if it is not fulfilled** (e.g., safety risks, compliance issues, delays in service). This helps Procurement understand urgency and impact.

Example: *"**To** replace damaged cones and ensure safety during road maintenance projects. **Without** these cones, workers and drivers face increased risk of accidents and injuries due to insufficient traffic control."*

Answer:

The Phase II deliverables and construction engineering support are needed for the successful construction of the new bridge.

State what success looks like for this request. Whenever possible, give measurable outcomes (e.g., number of units, improved safety rates, reduced downtime, improved service levels)

Example: *"Crews will have enough cones to block off work areas, keeping workers and drivers safe, which should reduce accidents at work zones by at least 10%."*

Answer:

The Department can replace the existing bridge, which is in a poor state.

Describe what a **good vendor performance** looks like (on-time delivery, meets specifications, clear communication) and what a **bad performance** looks like (late deliveries, poor communication, defective products). Use simple bullet points.

Example:

Good Service	Bad Service
• *The vendor delivers all 200 traffic safety cones, 28" high and orange with reflective stripes, on the agreed delivery date.* • *The cones meet the specified quality standards, with no damage or defects.* • *The vendor communicates promptly if there are any delays or issues.*	• *The vendor delivers fewer cones than ordered or cones that don't match the specifications (wrong size or missing reflective stripes).* • *Delivery is late without notice or explanation.* • *Communication is poor or non-existent.*

Answer:

Good Service	Bad Service
• *The vendor prepares high quality Phase I deliverables to support Department projects and initiatives.* • *The vendor meets their deadlines to complete Phase I deliverables so the projects can be constructed in a timely manner.*	• *The Phase I deliverables prepared by the vendor are low quality.* • *The Phase I deliverables are submitted late and result in delays in project implementation.*

Provide the **full delivery/service address** (including suite, floor, or unit) and any **special delivery instructions** (e.g., security check-in, loading dock hours). If multiple locations, list each separately.

Example:

- *"Deliver 100 traffic cones to:*
  - *Cook County Department of Transportation & Highways*
  - *69 W. Washington St., Suite 2200-C, Chicago, IL 60602*
  - ***Delivery Instructions:** Use the north door for delivery."*
- *"Deliver 100 traffic cones to:*

- *Cook County Central Warehouse*
- *1330 S. 54th Ave., Cicero, IL 60804*
- ***Delivery Instructions:** Use the back door and check in with the guard for entry."*

Answer:

This professional services contract is managed by the following Department staff member whose office is located at the following address:

Noel Basquin, P.E.
Transportation Design Engineering Director
Cook County Department of Transportation and Highways
69 W. Washington Street
23rd Floor
Chicago, IL 60602

Identify **who will benefit** (staff, patients, residents, officers, etc.) and **approximately how many people** are impacted. Use ranges if exact numbers are unknown (e.g., "50–100 staff per week," "approx. 5,000 residents annually").

***Example:** "County employees (around 5,000 Cook County workers) and road crews (approximately 1,200 construction personnel) gain the tools and equipment needed to perform their work safely and efficiently, while the public benefits (over 5 million Cook County residents) from improved services and safer environments."*

Answer:

The bridge replacement done under this contract generally serve to benefit all Cook County residents (over 5 million people).

What is the desired **duration of this service**? (Length)

Answer:

- ☐ One-time purchase with no renewal.
- ☐ 1-year service contract with option to renew annually.
- ☐ 3-year agreement with renewal at the County's discretion.
- ☐ Other (please specify):

1-year time extension on existing contract

How do you plan to provide compensation payments for the commodity or service?

Answer:

- ☐ Hourly
- ☐ Monthly
- ☐ Milestone Achievement
- ☐ Other (please specify):

The vendor will be paid using a cost plus fixed fee structure where they bill the Department at established hourly rates for actual work performed. They will also be reimbursed for direct costs incurred such as vehicle rentals, mileage fees, printing fees, etc. as required to complete their Phase II deliverables and construction engineering support.

Section 2: Specifications

Provide Technical and Supporting Details to Help the Vendor Experts Understand the Service and Request Needed.

Now that you've explained what you are requesting in Section 1, please provide the technical details. Include dimensions, materials, model numbers, standards, or other specifications that ensure vendors deliver exactly what you need.

Extra tip: Pretend you're explaining it to someone outside your department — would they know what you mean so you get exactly what you are requesting **without mistake**?

Answer:

Phase II Design Engineering deliverables need to be prepared to support the replacement of the East Lake Avenue Bridge, and the construction engineering support will help with the construction of the bridge. The Phase II deliverables should be prepared in accordance with appropriate County, Illinois Department of Transportation (IDOT), and or Federal Highway Administration (FHWA) standards and guidelines.

Do you have reference materials that will help vendors understand your request better? (Examples: product photos, technical diagrams, sample forms, or training outlines.) **Attach them here.**

Example:

Photo of Item wanted with Dimensions	Diagram	Example of Training
 Wide: 10" x 10" Height: 18" Weight: 3lbs	n/a	n/a

Answer:

Photo of Item wanted with Dimensions	Diagram	Example of Training
N/A	N/A	N/A

Earlier you explained why this request is needed. **Now describe the specific problem or risks in more detail.** Where does the issue show up? Who is affected? What measurable goals should this procurement achieve?

Extra tip: What exact problem is this request addressing? Describe the issue in detail, including locations, processes, or groups affected. This helps vendors see the context of your need.

Example: *"We need to replace damaged and missing traffic cones along Pulaski Road between 31st Street and Cermak Road in Chicago, where an ongoing resurfacing project requires clear lane closures. Current cones are cracked, faded, and no longer meet visibility standards, creating safety risks for both road crews and drivers. Without new cones, work zones cannot be properly marked, delaying the project and increasing the chance of accidents."*

Answer:

The East Lake Avenue Bridge over the North Branch Chicago River is in very poor condition and is one of the worst rated bridges in Illinois. East Lake Avenue is a heavily trafficked road (on average 30,000 cars and trucks a day) in Northern Cook County. Replacing it will improve transportation in the area and ensure the safety of the people using the bridge.

List 2–5 measurable objectives you expect this request to accomplish. (Think of this as your success checklist: what must happen for this to be considered successful?)

Example:

- *"Replace 200 damaged traffic cones currently in use along Pulaski Road (31st St. to Cermak Rd.)."*
- *"Deliver cones in two shipments of 100 each: the first by May 15, 2025, and the second by June 1, 2025, to align with resurfacing project phases."*
- *"Provide cones that meet or exceed Illinois Department of Transportation (IDOT) and OSHA safety standards."*

Answer:

1. The vendor completes the contract plans and assists with construction engineering during construction.
2. The vendor meets their deadline to complete the contract plans so the bridge can be constructed on schedule.

Now that you've defined success in Section 1, outline the specific deliverables and tasks needed to achieve it. Be clear on timing, dependency, and identify vendor and department responsibilities.

Focuses on **how the service will be executed** and **what tangible outputs are required**. **This is operational: the tasks, sequence, dependencies, and deliverables.**

Extra tip: List every task or item the vendor must deliver (for example: delivery equipment, provide training, complete installation). Add a target date or sequence if timing matters.

Example:

Task	***Target Date / Order***	***Notes***
Deliver first 100 traffic cones to DOT warehouse.	*May 15, 2025*	
Deliver second cones to Central Warehouse	*June 1, 2025*	
Conduct staff training sessions	*June 5, 2025*	*Virtual via Teams, 2 hours*

Answer:

Task	Target date / order	Notes
Final Contract Plan deliverable	April 1, 2026	
Assist during construction	Winter 2026 through Fall 2027	

Does the vendor need anything from you (permits, approvals, facility access, scheduling) before they can start? Are there risks that could cause delays (supply shortages, weather, staff availability)? Listing these helps Procurement plan ahead.

Example:

Dependencies	***Potential Roadblocks***
• *Delivery schedule depends on resurfacing work being cleared for Phase II by the Department of Transportation and Highways.* • *Vendor requires 48-hour advance notice from the County before each shipment can be dispatched.* • *Access to the Pulaski Road staging area requires coordination with the City of Chicago for temporary unloading permits.*	• *Supply chain delays could affect the availability of reflective tape, which may push back production by up to two weeks.* • *Severe weather (heavy rain or flooding) could restrict delivery trucks from accessing staging areas on scheduled dates.* • *Staffing shortages within the vendor's logistics team could increase delivery times unless backup drivers are assigned*

Answer:

Dependencies	Potential Roadblocks

N/A	N/A

Clarify Vendor and Department responsibilities in detail.
(For example: the vendor delivers cones, but your department sets them up.) Also note what your department will do directly. Defining this avoids confusion later.

Example:

Area/Task	***Vendor Responsibility***	***Not Vendor Responsibility***	***Department Responsibility***	***Not Department Responsibility***
Traffic Cone Installation	*Vendor delivers cones only*	*Does not place or set up at worksites*	*Department staff will deploy cones at job sites*	
Staff Training	*Vendor provides manuals and training materials*		*Department schedules staff and oversees training sessions*	
Ongoing Maintenance	*Vendor provides quarterly inspections of ___; or Vendor provides quarterly ninety (90) minute refresher training to a minimum of ___ department members, scheduled during normal business hours.*	*Vendor not responsible for repairing or replacing cones after delivery*	*Department handles replacement or repair of damaged cones*	

Answer:

Area/Task	Vendor Responsibility	Not Vendor Responsibility	Department Responsibility	Not Department Responsibility
Preparation of contract plans	Vendor prepares plans, specs, and an estimate for the project.	N/A	Department reviews and approves Phase II deliverables	N/A

How will you know the vendor did a good job? List 2–5 specific measures (examples: delivery by a certain date, no more than 2% damaged items, compliance with OSHA rules, user satisfaction scores above 85%). These measures become the basis for holding the vendor accountable.

Example:

Physical Tools	*IT & Software*	
• *Cones are delivered by the agreed deadlines (May 15 and June 1, 2025).* • *All 200 cones meet size (28”), material (PVC), and safety (reflective tape, weighted base) specifications.* • *No more than 2% of cones arrive damaged; damaged items must be replaced within 48 hours at no cost.*	• *Software is installed on all 150 workstations within the agreed 30-day rollout schedule.* • *System passes security compliance checks before launch.* • *User satisfaction scores average at least 85% in post-implementation survey.*	

Answer:

- The final submittal from the Vendor will be reviewed and approved by the Department.

Are there special safety rules or emergency needs for this request? For example: should the vendor respond within 24 hours if extra items are urgently needed? Must they follow OSHA or County jobsite safety protocols? List any critical safety or emergency requirements.

Examples:

- *"Vendor must be able to deliver additional cones within 24 hours if a worksite shortage occurs."*
- *"Vendor must provide OSHA-compliant safety gear for all workers handling materials."*
- *"Vendor must follow County jobsite safety protocols and document compliance."*

Answer:

N/A

Under what conditions should the County be allowed to end the contract early? Examples: Repeated missed deadlines, failure to meet specifications, safety violations, or failure to fix issues after notice. This protects the County and sets fair expectations for the vendor.

Examples:

- *"Failure to deliver key milestones by agreed deadlines without an approved extension."*

- *"Consistently providing deliverables that do not meet specifications (e.g., materials, size, safety standards)."*
- *"Repeated safety violations or failure to comply with OSHA or County safety protocols."*
- *"Failure to correct identified issues within a set timeframe (e.g., 10 business days after notice)."*
- *"Failure to replace damaged/non-compliant cones within 48 hours at no additional cost."*
- *"Repeated missed delivery deadlines without documented justification."*

Answer:

Article 9c of the original contract outlines the early termination process for this contract. The County may terminate this agreement, or all or any portions of the services to be performed under it, at any time by a notice in writing from the County to the vendor.

Where should the vendor deliver items or perform services? Include exact addresses, contact persons, delivery hours, and any special entry or safety instructions. If there are multiple sites, list each one separately.

Example:

- *Ordering Agency: Cook County Department of Transportation & Highways*
- *Contract Manager: John Smith, Project Manager (312-555-1234 / john.smith@cookcountyil.gov)*
- *Role: Reviews and approves deliverables, verifies invoices, coordinates delivery schedule with vendor, ensures compliance with County standards.*

Answer:

Phase II deliverables should be sent via email to edward.glowinski@cookcountyil.gov. Any hard copies of documents should be mailed to:

Edward Glowinski, P.E.
Highway Engineer III
Cook County Department of Transportation and Highways
69 W. Washington Street Suite 2300
Chicago, IL 60602

Who will use this product/service, and who else benefits from it? (Examples: County staff, residents, businesses, or other departments.) This shows the value of the request and who is impacted.

Example:

- ***Cook County Department of Transportation & Highways***
  69 W. Washington St., Suite 2200-C, Chicago, IL 60602
  Delivery Instructions: Use north entrance loading dock. Deliveries accepted Monday–Friday, 8:00 a.m.–3:00 p.m. Vendor must check in with security desk before unloading.
- ***Cook County Central Warehouse***
  1330 S. 54th Ave., Cicero, IL 60804
  Delivery Instructions: Use back gate, check in with warehouse guard, and unload at Bay 4. Deliveries must be shrink-wrapped and palletized. Hours: Monday–Friday, 7:00 a.m.–2:00 p.m.

Answer:

The Department will use the Phase II deliverables to remove and replace the East Lake Avenue bridge.

Who will use this product/service, and who else benefits from it? (Examples: County staff, residents, businesses, or other departments.) This shows the value of the request and who is impacted.

Example:

- *County employees (Department of Transportation Road crews) who will use the cones to secure work zones.*
- *General public (Cook County residents and drivers) who benefit from safer and more efficient road projects.*
- *Local businesses near the work zone that benefit from reduced traffic disruptions and improved safety.*

Answer:

The transportation projects and initiatives supported by work done under this contract generally serve to benefit all Cook County residents (over 5 million people).

Besides your department, are there other offices that must review, approve, or support this request (e.g., IT, Legal, Budget, Risk Management)? Listing them early prevents delays later.

Examples:

- ***IT Department:*** *Configure and maintain software licenses tied to traffic management systems.*
- ***Legal Department:*** *Review contract language to ensure liability protections and compliance with County policies.*
- ***Budget Office:*** *Verify available funding, encumber funds, and authorize payments once deliverables are met.*
- ***Risk Management:*** *Review OSHA and site safety compliance requirements.*
- ***Communications Office:*** *Issue public safety notices and traffic advisories during road closures.*

Answer:

N/A

Is this a one-time purchase or an ongoing service? If ongoing, how long should the contract last, and should it be renewable? Be clear if you want a short-term project, annual renewal, or multi-year agreement.

Examples:

- ***One-time purchase:*** *Deliver 200 cones by June 1, 2025. No renewal required.*
- ***Short-term service:*** *6-month contract for warehouse storage of traffic equipment, renewable upon County approval.*
- ***Annual service:*** *1-year maintenance and repair contract for traffic control equipment, renewable for up to 3 additional years at the County's discretion.*
- ***Multi-year contract:*** *3-year agreement for IT support services, with annual review checkpoints and option to terminate for poor performance.*

Answer:

Multi-year contract, the contract needs to last until the contract plans have been completed and to the point where construction engineering assistance is no longer needed. The contract should be renewable if necessary.

Are here any general expectation or parameters of Warranty?
Examples: Initial warranty and extended warranty on essential parts, and/or Support Services (i.e. unlimited software upgrades).

Answer:

N/A

Section 3: Vendor Preferences

This section allows you to define the characteristics of the ideal vendor for your request. The evaluation criteria help you weigh the importance of each factor. These weights will be used by the Evaluation Committee when scoring proposals. Departments should carefully consider their evaluation priorities.

Instructions: You have **100 points** to allocate across the five criteria below. Assign more points to the factors that are most important to your department. The total must equal **100 points**.

Section not completed since this request is for a contract amendment and the vendor selection process has previously been completed.

Technical evaluation Criteria	Weight
1. Quality of proposed plan or approach, including project management, methodology, implementation schedule, post-implementation support, and understanding of the County's needs, goals, and objectives.	_____Points
2. Qualifications and specialized experience of the Respondent, as evidenced by the successful implementation of similar projects in at least three (3) large, complex public sector organizations (preferably city, county, state, or other government entities).	_____Points

3. Qualifications and experience of proposed key personnel, as evidenced by relevant expertise and past performance.	_____Points
4. Level, quality, and relevance of participation by certified MBE/WBE firms.	_____Points
5. Financial stability of the potential vendor.	_____Points

What skillsets and experience should your vendor have?

Use this section to describe the qualifications, certifications, and expertise you expect from the vendor's team. This helps the selected Evaluation commitee evaluate proposals and select the most capable vendor. Include technical skills, relevant project experience, professional certifications, and any other qualifications that are critical for successful performance.

Examples:

- *Vendor staff must have **OSHA-certified safety training** and at least 3 years of experience supplying and managing traffic control equipment for public agencies.*
- *Project managers must hold **PMP certification** and have successfully led at least 2 similar multi-site IT deployment projects within the last 5 years.*
- *Technical staff must have experience with **County-approved software platforms**, such as OnBase or Microsoft Teams, and demonstrate knowledge of cybersecurity best practices.*
- *Training personnel must be certified in **adult learning methods** and have delivered at least 5 sessions of comparable size and scope.*

Answer:

Section not completed since this request is for a contract amendment and the vendor selection process has previously been completed.

Relevant technical expertise or subject-matter knowledge needed to perform the work:

Answer:

Section not completed since this request is for a contract amendment and the vendor selection process has previously been completed.

Prior experience on similar projects, including scale, complexity, or regulatory requirements:

Answer:

Section not completed since this request is for a contract amendment and the vendor selection process has previously been completed.

Any preferred certifications, training, specialized skills, or licenses (e.g., OSHA, PMP, IT security, or software proficiency):

Answer:

Section not completed since this request is for a contract amendment and the vendor selection process has previously been completed.

Are there any special regulations, licenses, or compliance requirements the vendor must meet?

Use this section to identify any state or federal regulations, certifications, or licenses that are required for the vendor to legally and safely perform the work. Include any reporting requirements, permits, or compliance documentation.

Examples:

- Vendor must hold a valid **Illinois Contractor License** for public works projects.
- Vendor must comply with **OSHA safety standards** and submit proof of employee training.
- Vendor must follow **IDOT guidelines** for traffic control equipment placement.
- Vendor must maintain **data security certifications** (e.g., HIPAA compliance, ISO 27001) if handling sensitive information.

Answer:

Licensing requirements for Key Personnel included on the contract were included in the original Request for Qualifications (RFQ) published for this contract. No additional licensing requirements are proposed to be added at this time.

What criteria would constitute termination of the contract?

Define the specific situations in which the County can terminate the contract early. These criteria protect the County from vendors who fail to deliver, provide poor service, or breach legal or safety requirements.

Examples:

- Failure to meet **delivery deadlines** or agreed-upon milestones.
- Repeated **non-compliance** with safety, licensing, or regulatory requirements.
- Delivery of **substandard products or services** (e.g., damaged equipment, incomplete reports).
- Vendor insolvency, fraud, or ethical violations.
- Three or more material breaches of contract within a 12-month period, after providing a cure period of 15 business days.

Answer:

Article 9 of the original contract outlines the termination process for this contract.

ATTACHMENT B

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

161 N. Clark
Suite 2300
Chicago, Illinois 60601

Date: April 13, 2026

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

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

RE: Contract No. 2038-18399C Amendment No. 3
Preliminary and Design Engineering Services East Lake Ave. Bridge over Middle Fork – SN 016-0544
Department of Transportation and Highways
RFQ: Professional Services
Contractor: EXP US Services, Inc.
Original Contract Value: $724,573
Original Contract Term: March 1,2022 through August 31, 2023
Amendment 1 extended the contract for one year through August 31, 2024 with no change to the contract value.
Revised Contract Term: March 1,2022 through August 31, 2024
Amendment 2 increased the Contract Value by $1,241,800 from $724,573 to $1,966,373 and extended the contract twenty-six months through November 1, 2026.
Revised Contract Value: $1,966,373
Revised Contract Term: March 1, 2022 through November 1, 2026
Amendment 3 extends the contract for one year through November 1, 2027, with no change to the contract value
Revised Contract Term: March 1, 2022 through November 1, 2027

Participation Goal: 35% MBE/WBE

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

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

Original Base Contract Utilization Plan (Based on original contract value of $724,573.00)

Subcontractor	Status	Certifying Agency	Commitment (Direct)	
Wang Engineering*	MBE-AAPI M	Cook County	12.63%	$ 91,514
2IM Group, LLC	MBE-HA M	Cook County	5.81%	$ 42,098
DB Sterlin	MBE HA F	City of Chicago	6.36%	$ 46,083
Delta Engineering Group, LLC	MBE-AAPI M	City of Chicago	7.33%	$ 53,111
Sanchez & Associates, P.C.	MBE-HA M	City of Chicago	5.43%	$ 39,344
		Total:	37.56%	$272,150

*Wang Engineering was decertified in February 2022 as they were acquired by a non-MBE/WBE firm on January 31,2022 which was after award of contract but prior to the commencement of services. As it appears this message was not conveyed to EXP, Wang's usage for credit through original expiration of 8/31/23 is being allowed. Credit will not be counted for any extension periods.

Utilization Plan for Amendment 1 (Based on $724,573 Original Award Amount)

Subcontractor	Status	Certifying Agency	Commitment (Direct)	
Wang Engineering	MBE AAPI M	Cook County	10.56%	$ 76,542.85
2IM Group, LLC	MBE HA M	Cook County	5.81%	$ 42,098.00
DB Sterlin	MBE HA F	City of Chicago	6.36%	$ 42,083.00
Delta Engineering Group, LLC	MBE AAPI M	City of Chicago	7.33%	$ 53,111.00
Sanchez & Associates, P.C.	MBE HA M	City of Chicago	5.43%	$ 39,344.00
		Total:	35.49%	$253,178.85

Utilization Plan – Amendment 2 (Based on revised contract value of $1,966,373)

Subcontractor	Status	Certifying Agency	Commitment (Direct)	
Wang Engineering*	MBE AAPI M	Cook County	3.89%	$ 76,542.85
Wang Testing Services, Inc.*	WBE AAPI F	Cook County	0.55%	$ 10,800.00
2IM Group, LLC	MBE HA M	Cook County	5.60%	$110,166.00
DB Sterlin	MBE HA F	City of Chicago	7.69%	$151,240.00
Delta Engineering Group, LLC	MBE AAPI M	City of Chicago	8.95%	$176,050.00
Sanchez & Associates, P.C.	MBE HA M	City of Chicago	6.05%	$118,874.00
SantaCruz Assoc. LTD	MBE HA M	City of Chicago	2.40%	$ 47,250.00
		Total:	35.13%	$690,922.85

*Wang Testing Services, Inc., is second tier sub to Non-MBE/WBE Sub Wang Engineering (WE). WE lost its certification in February 2022, but earned $76,542.85 MBE participation credit prior to its decertification.

Although Wang Engineering was acquired by a non-MBE/WBE firm with the purchase closing January 31, 2022, which was after the Contract's original Utilization Plan had been approved but was before work began on the contract, there was some confusion on the part of EXP as to whether Wang could be used for credit and as it does not appear that it was conveyed to the Prime or sub that Wang would not be eligible for MBE/WBE participation credit. As a result, credit through the original expiration was allowed. This issue was discovered when the Amendment 1 request was received by the Center of Business Enterprise Development for review which included Wang's future participation. Based on the fact that EXP was not clearly advised, Wang's utilization should not be counted for MW credit, it was

decided by the Deputy Directors of Compliance and Certification that participation would be allowed for the initial Contract period through August 31, 2023, however that Wang's participation for credit would not be permitted during any extension period.

For Amendment 2, EXP US Services added two (2) new sub-consultants, Santacruz Associates (MBE) and Wang Testing Gorup which is a sub consultant to NON-MWBE sub, Wang Engineering (MBE). Based on the revised contract value of $1,966,373 that resulted from the $1,241,800 increase and twenty-six (26) month time extension covered by the amendment, EXP US Services had decreased their original commitment of 37.56% MW commitment to 35.14% which still exceeded the 35% MWBE participation goal for this contract.

Utilization Plan – Amendment 3 (Based on contract value of $1,966,373)

Subcontractor	Status	Certifying Agency	Commitment (Direct)	
Wang Engineering	MBE AAPI M	Cook County	3.89%	$ 76,542.85
Wang Testing Services, Inc.	WBE AAPI F	Cook County	0.55%	$ 10,800.00
2IM Group, LLC	MBE HA M	Cook County	5.60%	$110,166.00
DB Sterlin	MBE HA F	City of Chicago	7.69%	$151,240.00
Delta Engineering Group, LLC	MBE AAPI M	City of Chicago	8.95%	$176,050.00
Sanchez & Associates, P.C.	MBE HA M	City of Chicago	6.05%	$118,874.00
SantaCruz Assoc. LTD	MBE HA M	City of Chicago	2.40%	$ 47,250.00
		Total:	35.13%	$690,922.85

Amendment 3 extends the contract for one year with no change to contract value. EXP US Services, Inc. has committed to adhering to their current MBE/WBE utilization plan during the processing of subject Amendment 3. Original MBE/WBE forms were used in the determination of the responsiveness of this contract amendment.

JC/aj

CC: David Crawl, (OCPO)
Noel Basquin, (DOTH)

April 7, 2026

Edward Glowinski
edward.glowinski@cookcountyil.gov
Highway Engineer III
Cook County Department of Transportation & Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602

RE: East Lake Avenue over North Branch of Chicago River Bridge Reconstruction,
Sec. No. 18A5924-02-EG, Project No. 2038-18399C
EXP Project No. CHI-20206604-A0
Amendment - Time Extension

Dear Mr. Glowinski:

With this letter EXP US Services is requesting a contract time extension for the East Lake Avenue over North Branch of Chicago River Bridge Reconstruction contract.

The time extension is requested due to extended timelines of contract coordination and regulatory approval.

No changes in MWBE commitments are being requested as a part of this amendment.
This amendment does not modify, increase, or decrease the contract MBE/WBE goal of 35% or funds committed to the MBE/WBE subconsultants.

There are no scope changes anticipated as a part of this amendment.

No additional contract changes are requested as a part of this reallocation.

EXP appreciates the opportunity to work with the Cook County Department of Transportation and Highways. If you have any questions or require additional information, please contact me at 312.616.3122 or via email michal.bartusiewicz@exp.com.

Sincerely,

Michal Bartusiewicz

Michal "Mike" Bartusiewicz, P.E.
Project Manager

EXP U.S. Services Inc.

April 7, 2026

Edward Glowinski
edward.glowinski@cookcountyil.gov
Highway Engineer III
Cook County Department of Transportation & Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602

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EXP appreciates the opportunity to work with the Cook County Department of Transportation and Highways. If you have any questions or require additional information, please contact me at 312.616.3122 or via email michal.bartusiewicz@exp.com.

Sincerely,

Michal Bartusiewicz

Michal "Mike" Bartusiewicz, P.E.
Project Manager

EXP U.S. Services Inc.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/30/2026

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	CONTACT NAME: WTW Certificate Center	
Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@wtwco.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Insurance America Inc	24554
INSURER B : Lloyd's	B7874
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
EXP U.S. Services Inc.
205 N. Michigan Ave, Ste 3600
Chicago, IL 60601

COVERAGES **CERTIFICATE NUMBER:** W45184398 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	Y	Y	US00057823LI26A	03/31/2026	03/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 100,000 5,000 2,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	GGA7479210-02	03/31/2026	03/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	US00127865LI26A	03/31/2026	03/31/2027	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	GWG7479208-02	03/31/2026	03/31/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
B	Professional Liability			B080158903P26	03/31/2026	03/31/2027	Per Claim Aggregate	$3,000,000 $3,000,000	

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

RFQ #2038-18399 - (Project C: East lake Avenue Bridge)

Cook County, its officials, employees and agents are included as Additional Insureds as respects to General Liability, Auto Liability and Umbrella Liability.

General Liability, Auto Liability and Umbrella Liability policies shall be Primary and Non-Contributory with any other

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SR ID: 29649547 BATCH: 4383665

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Midwest, Inc.		EXP U.S. Services Inc. 205 N. Michigan Ave, Ste 3600 Chicago, IL 60601
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Cook County with respects to General Liability, Auto Liability, Umbrella Liability and Workers Compensation, as permitted by law.

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SR ID: 29649547 BATCH: 4383665 CERT: W45184398

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT*: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name Address

NONE

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: [X] No: [ ]

b) If yes, list business addresses within Cook County:

205 N. MICHIGAN AVE, SUITE 3600, CHICAGO, IL 60601

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: [X] No: [ ]

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) [X] The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

CONTRACT #:

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [X] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name EXP U.S. Services Inc.

D/B/A: _____ FEIN # Only: 46-0523964

Street Address: 205 N. MICHIGAN AVE

City: CHICAGO State: IL Zip Code: 60601

Phone No.: 312.616.0000 Fax Number: 312.616.6069 Email: timothy.neumann@exp.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [x] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
EXP GLOBAL INC.	1595 CLARK BLVD, BRAMPTON, ONTARIO, CANADA L6T 4V1	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See Attached Schedule A			

Declaration (check the applicable box):

[X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

TIMOTHY D. NEUMANN
Name of Authorized Applicant/Holder Representative (please print or type)

EXECUTIVE VICE PRESIDENT
Title

Signature

MARCH 6, 2026
Date

timothy.neumann@exp.com
E-mail address

312-616-0000
Phone Number

Subscribed to and sworn before me
this 6th day of March, 2026

My commission expires: 5/30/2029

X
Notary Public Signature

Notary Seal

OFFICIAL SEAL
JACQUELINE A PFROMMER
Notary Public, State of Illinois
Commission No. 785930
My Commission Expires
May 30, 2029

CONTRACT #:

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

☐ Parent	☐ Grandparent	☐ Stepfather
☐ Child	☐ Grandchild	☐ Stepmother
☐ Brother	☐ Father-in-law	☐ Stepson
☐ Sister	☐ Mother-in-law	☐ Stepdaughter
☐ Aunt	☐ Son-in-law	☐ Stepbrother
☐ Uncle	☐ Daughter-in-law	☐ Stepsister
☐ Niece	☐ Brother-in-law	☐ Half-brother
☐ Nephew	☐ Sister-in-law	☐ Half-sister

CONTRACT #:

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: EXP U.S. Services Inc.

Address of Person Doing Business with the County: 205 N. MICHIGAN AVE, SUITE 3600, CHICAGO, IL 60601

Phone number of Person Doing Business with the County: 312-616-0000

Email address of Person Doing Business with the County: timothy.neumann@exp.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Chenise Offord, Senior Paralegal, chenise.offord@exp.com, 312.616.7438

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County:

2038-18399C

The aggregate dollar value of the business you are doing or seeking to do with the County: $1,966,373.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County:

David Crawl, Contract Negotiator, Construction & Architecture, david.crawl2@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County:

Jennifer Killen, Superintendent, jennifer.killen@cookcountyil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☑ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

CONTRACT #:

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

If more space is needed, attach an additional sheet following the above format.

☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows**:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

CONTRACT #:

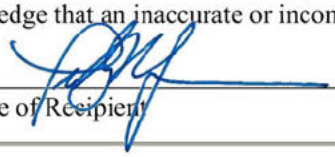
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.



Signature of Recipient

3/6/2026
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

CONTRACT #:

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2038-18399C

County Using Agency (requesting Procurement): Department of Transportation and Highways

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): EXP U.S. Services Inc.

Substantial Owner Complete Name: EXP GLOBAL INC.

FEIN# 46-0523964

Date of Birth: _____ E-mail address: _____

Street Address: 205 NORTH MICHIGAN AVENUE, SUITE 3600

City: CHICAGO State: IL Zip: 60601

Home Phone: [redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***

No *Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***

No *Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No — There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No — Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No — Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No — Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date: March 6, 2026

Name of Person signing (Print): TIMOTHY D. NEUMANN Title: EXECUTIVE VICE PRESIDENT

Subscribed and sworn to before me this 6th day of March, 20 26

X _____ _____

Notary Public Signature **Notary Seal**

Note: The above information is subject to verification prior to the award of the Contract.

OFFICIAL SEAL
JACQUELINE A PFROMMER
Notary Public, State of Illinois
Commission No. 785930
My Commission Expires
May 30, 2029

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

EXP U.S. Services Inc.
Corporation's Name

Timothy Neumann
President's Printed Name and Signature

312-616-0000
Telephone

timothy.neumann@exp.com
Email

Secretary Signature

3/6/2026
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this
6th day of March 2026.

My commission expires: 5/30/2029

OFFICIAL SEAL
JACQUELINE A PFROMMER
Notary Public, State of Illinois
Commission No. 785930
My Commission Expires
May 30, 2029

Notary Public Signature

Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

EXP U.S. SERVICES INC.

DIRECTORS
Ivan Dvorak
Timothy Neumann[1]
Mark Dvorak[2]

OFFICERS	Position Held
Ivan Dvorak	Chairman of the Board and Chief Executive Officer (PE)
Mark Dvorak	President and Chief Operating Officer (PE)[3]
Deborah Walters	Chief Financial Officer & Treasurer
Hae-Jin (Priscilla) Ahn	Secretary
Timothy Neumann	Executive Vice President (A)
John Flint	Executive Vice President (SE)[3]
Anthony Caruso	Senior Vice President (PE)[3]
William McGuire	Senior Vice President (PE)[3]
Byron Danley	Senior Vice President (SE)
Kathy Weise	Vice President
Rachael Sampson	Principal[4] (San Diego)

CONTRACT #:

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [ ] Applicant or [X] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name EXP GLOBAL INC.

D/B/A: N/A FEIN # Only: N/A CANADIAN ENTITY 843378381

Street Address: 1595 CLARK BOULEVARD

City: BRAMPTON State: ONTARIO,CANADA Zip Code: L6T4V1

Phone No.: 905.793.9800 Fax Number: Email: PRISCILLA.AHN@EXP.COM

Cook County Business Registration Number: N/A
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable):

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe)

CONTRACT #:

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
DVORAK-EXP LLC	ONE N. LASALLE STREET, SUITE 2015, CHICAGO, IL	66%
EXP EMPLOYEES (NO INDIVIDUAL EMPLOYEE OWNS GREATER THAN 3%)		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See Attached Schedule A			

Declaration (check the applicable box):

[ ] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

CONTRACT #:

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

HAE-JIN (PRISCILLA) AHN
Name of Authorized Applicant/Holder Representative (please print or type)

GENERAL COUNSEL & CORPORATE SECRETARY
Title

Date

PRISCILLA.AHN@EXP.COM
E-mail address

905-793-9800
Phone Number

Subscribed to and sworn before me
this 6th day of March, 2026

My commission expires: 5/30/2029

X
Notary Public Signature

Notary Seal

OFFICIAL SEAL
JACQUELINE A PFROMMER
Notary Public, State of Illinois
Commission No. 785930
My Commission Expires
May 30, 2029

CONTRACT #:

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2038-18399C

County Using Agency (requesting Procurement): Department of Transportation and Highways

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): EXP GLOBAL INC.

Substantial Owner Complete Name: DVORAK-EXP LLC

FEIN# N/A CANADIAN ENTITY 843378381

Date of Birth: N/A E-mail address: PRISCILLA.AHN@EXP.COM

Street Address: 1595 CLARK BOULEVARD

City: BRAMPTON State: ONTARIO,CANADA Zip: L6T 4V1

Home Phone: [redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***
No	*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***
No	*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***
No	*Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
No	*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***
No	*Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date _____

Name of Person signing (Print): HAE-JIN (PRISCILLA) AHN Title GENERAL COUNSEL & ~~CORPORATE SECRETARY~~

Subscribed and sworn to before me this 6th day of March, 20 26

X _____ _____

Notary Public Signature **Notary Seal**

Note: The above information is subject to verification prior to the award of the Contract.

OFFICIAL SEAL
JACQUELINE A PFROMMER
Notary Public, State of Illinois
Commission No. 785930
My Commission Expires
May 30, 2029

EXP GLOBAL INC.

DIRECTORS
Ivan Dvorak
Nancy Laethem Stern
Donna Floerchinger
Paul Kefalas
Lloyd Gonsalves
Dominique Nadeau

OFFICERS	Position Held
Ivan Dvorak	Chairman of the Board and CEO
Mark Dvorak	President and Chief Operating Officer
Deborah Walters	Executive Vice President, Chief Financial Officer & Treasurer
Hae-Jin (Priscilla) Ahn	Senior Vice President, General Counsel & Secretary
John Jurasic	Vice President

Registered office: 1595 Clark Boulevard, Brampton, Ontario, Canada L6T 4V1

Business office: 1595 Clark Boulevard, Brampton, Ontario, Canada L6T 4V1

CONTRACT #:

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [ ] Applicant or [X] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name DVORAK EXP LLC

D/B/A: N/A FEIN # Only: 46-7449528

Street Address: ONE N. LASALLE STREET SUITE 2015

City: CHICAGO State: ILLINOIS Zip Code: 60602

Phone No.: 312.443.5025 Fax Number: Email: JSTERN@STERNCASSELLO.COM

Cook County Business Registration Number: N/A
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable):

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[X] Other (describe) LLC

CONTRACT #:

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
MARK DVORAK	ONE N. LASALLE STREET SUITE 2015, CHICAGO, IL 60602	33%
HYNEK DVORAK	ONE N. LASALLE STREET SUITE 2015, CHICAGO, IL 60602	33%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
MARK DVORAK	700 LAKE ROAD LAKE FOREST, IL 60045	MEMBER	N/A
HYNEK DVORAK	1133 LAKE ROAD LAKE FOREST, IL 60045	MEMBER	N/A
JAMES STERN	1125 ELMWOOD AVENUE, WILMETTE, IL 60091	MEMBER	N/A

Declaration (check the applicable box):

[ ] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

CONTRACT #:

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

JAMES R. STERN
Name of Authorized Applicant/Holder Representative (please print or type)

AUTHORIZED MEMBER
Title

Signature

MARCH 10, 2026
Date

jim.stern@ocorian.com
E-mail address

312.443.5025
Phone Number

Subscribed to and sworn before me
this 10 day of 3, 2026

My commission expires: August 2, 2028

x Marilyn DiCosola
Notary Public Signature

Notary Seal

Official Seal
MARILYN DICOSOLA
Notary Public, State of Illinois
Commission No. 994634
My Commission Expires August 2, 2028