

June 18, 2026

Mr. Jeremiah Varco
Facilities Manager
Lake County Government
18 N County Street – 9th Floor
Waukegan, IL 60085

Dear Mr. Varco:

The HDR Team gratefully appreciates the opportunity to submit a proposal to continue to provide professional services to the Lake County Government, in this case to support the Administrative Tower bathroom renovations, and improvements at the Court Tower and Center Courts Garage and CA services for the Administrative Tower Loading Dock Security Hardening. In summary, our scope for this work is as follows.

- Rework the previously completed construction drawings for the Administrative Tower tenth-floor remodeling project to isolate and identify the scope of work to upgrade the finishes within the lobby and add multi-user bathrooms in keeping with the work completed on other floors.
- Provide full design services for male and female multi-user bathrooms in the basement of the Administrative Tower.
- Provide full design services for localized storm drain replacement within the Center Courts Parking Garage.
- Provide full design services to create a new drain at the base of the vehicular ramp at the judge's garage within the Court Tower.
- Provide full design services to implement a snow management system at the east façade of the Court Tower to prevent the buildup of ice and snow at projections.
- Support bid review for all the projects noted above and participation in the proposal production effort for Lake County's JOC Contractor(s) to perform this work.
- Support Construction Administration services for this work including monthly site visits.
- Provide bid review for JOC contractor and Construction Administration services for the Administrative Tower Loading Dock Security Hardening.

We appreciate the opportunity to continue our collaboration with the County.

Sincerely,
HDR, Inc.

Ryan Rohlfs
Justice Principal

Grace K. Rappe
Managing Principal

01

Introduction

Project Scope; Task 1 – Administrative Tower 10th Floor Bathroom Renovation

In February 2021, HDR completed Construction Documents for the Lake County Infrastructure and 10th Floor Renovations for the Lake County Administrative Tower located at 18 N County Street in Waukegan. Lake County has requested that HDR take the previously completed 10th floor renovation drawings and revise the documentation to include only the elevator lobby improvements to match the renovated floors, including but not limited to ceilings, lights and signage. In addition, the existing restrooms shall also be renovated to match the configuration and finishes of the complete floors. Professional services within this task include architectural, mechanical, electrical, plumbing and fire protection, refer to Exhibit A – Scope Drawings.

Construction Documentation

Reducing the scope of the previously completed Construction Documents to contain only the scope identified above to develop a new package of Design and Construction Drawings. ROM pricing to be developed off schematic design narratives. Construction documents, drawings and specifications, will be generated with the intent that they will be used by one of the County's JOC partners for pricing and construction.

Permitting

Securing Regulatory Approvals and Permits

Bidding and Contracting

- One Pre-Bid Conference with JOC contractor
- Analysis of Substitutions/alternates
- Clarifications and Addenda

Construction Phase

- Construction Contract Administration
- Project Meetings – it is intended any necessary project meetings outside the construction observation meeting identified below will be held virtually.
- Construction Observation – estimated at (2) two on-site visits on a monthly basis during construction. It is assumed the construction for this scope of work may run concurrently with other tasks identified in this proposal.
- Quality Assurance
- Contractor Submittal/Shop Drawing Reviews
- Participation in systems start up as identified in Exhibit B.
- Contractor Pay Application
- Requests/change Order Reviews
- Review Contractor Claims

Project Closeout/Warranty

- Punchlist Inspections
- Final Regulatory Approvals

Task 1 Deliverables

The deliverable will be a set of construction drawings for permit and bidding to a vendor of Lake County's choice through their JOC program. It is understood that the level of detail in the new construction documents does not need to support a public procurement process.

Project Scope; Task 2 – Administrative Tower Basement Bathroom Renovations

Lake County has requested that HDR provide full design services to renovate the existing multi-user male and female restrooms on the basement level of the Administration Tower. The new bathrooms will be upgraded to current accessibility and code compliance and align the materiality, finishes and fixtures to what is being utilized in the multi-user restrooms of the Lake County Courthouse. Refer to Exhibit A – Scope Document for extents of task 2. Professional services within this task include architectural, mechanical, electrical, plumbing and fire protection.

Construction Documentation

Design and Construction Drawings will be produced for the scope outlined above and within Exhibit A. ROM pricing to be developed off schematic design narratives. Construction documents, drawings and specifications will be generated with the intent that they will be used by one of the County's JOC partners for pricing and construction.

Permitting

Securing Regulatory Approvals and Permits

Bidding and Contracting

- One Pre-Bid Conference with JOC contractor
- Analysis of Substitutions/alternates
- Clarifications and Addenda

Construction Phase

- Construction Contract Administration
- Project Meetings – it is intended any necessary project meetings outside the construction observation meeting identified below will be held virtually.
- Construction Observation – estimated at 2 on site visits on a monthly basis during construction. It is assumed the construction for this scope of work may run concurrently with other tasks identified in this proposal.
- Quality Assurance
- Contractor Submittal/Shop Drawing Reviews
- Participation in systems start up as identified in Exhibit B.

- Contractor Pay Application
- Requests/change Order Reviews
- Review Contractor Claims

Project Closeout/Warranty

- Punchlist Inspections
- Final Regulatory Approvals

Task 2 Deliverables

The deliverable will be a set of construction drawings for permit and bidding to a vendor of Lake County's choice through their JOC program. It is understood that the level of detail in the new construction documents does not need to support a public procurement process.

Project Scope; Task 3 – Center Courts Parking Storm Drain Replacement

Lake County has requested that HDR provide full design services to replace select sections of the underground storm drain system within the Center Courts Garage. It has been found that in heavy rain events there are localized blocks that will require select demolition of the existing slab and replace sections of piping. Lake County has engaged a local contractor to televise the existing 10" storm sewer lines to identify where the blockages occur. HDR and its consultants review the footage and document the necessary demolition and extent of replacement. Scope is assumed to be limited to the areas identified on the 1967 underground plans as shown in Exhibit A – Scope Document. Professional services within this task include architecture and plumbing.

Construction Documentation

Design and Construction Drawings will be produced for the scope outlined above and within Exhibit A. ROM pricing to be developed off schematic design narratives. Construction documents, drawings and specifications will be generated with the intent that they will be used by one of the County's JOC partners for pricing and construction.

Permitting

Securing Regulatory Approvals and Permits

Bidding and Contracting

- One Pre-Bid Conference with JOC contractor
- Analysis of Substitutions/alternates
- Clarifications and Addenda

Construction Phase

- Construction Contract Administration
- Project Meetings – it is intended any necessary project meetings outside the construction observation meeting identified below will be held virtually.

- Construction Observation – estimated 1 on site visit during construction. It is assumed the construction for this scope of work may run concurrently with other tasks identified in this proposal.
- Quality Assurance
- Contractor Submittal/Shop Drawing Reviews
- Contractor Pay Application
- Requests/change Order Reviews
- Review Contractor Claims

Project Closeout/Warranty

- Punchlist Inspections
- Final Regulatory Approvals

Task 3 Deliverables

The deliverable will be a set of construction drawings for permit and bidding to a vendor of Lake County’s choice through their JOC program. It is understood that the level of detail in the new construction documents does not need to support a public procurement process.

Project Scope; Task 4 – Court Tower Parking Garage Drainage

Lake County has requested that HDR provide full design services to install a new trench drain at the base of the vehicular ramp in Court Tower located at 301 Washington Street in Waukegan. It has been found that water collects at the base of the ramp and migrates to the adjacent elevator pit. Refer to Exhibit A – Scope Document for additional information. Professional services within this task include architecture and plumbing.

Construction Documentation

Design and Construction Drawings will be produced for the scope outlined above and within Exhibit A. ROM pricing to be developed off schematic design narratives. Construction documents, drawings and specifications will be generated with the intent that they will be used by one of the County’s JOC partners for pricing and construction.

Permitting

Securing Regulatory Approvals and Permits

Bidding and Contracting

- One Pre-Bid Conference with JOC contractor
- Analysis of Substitutions/alternates
- Clarifications and Addenda

Construction Phase

- Construction Contract Administration
- Project Meetings – it is intended any necessary project meetings outside the construction observation meeting identified below will be held virtually.

- Construction Observation – estimated (1) one on-site visit during construction. It is assumed the construction for this scope of work may run concurrently with other tasks identified in this proposal.
- Quality Assurance
- Contractor Submittal/Shop Drawing Reviews
- Contractor Pay Application
- Requests/change Order Reviews
- Review Contractor Claims

Project Closeout/Warranty

- Punchlist Inspections
- Final Regulatory Approvals

Task 4 Deliverables

The deliverable will be a set of construction drawings for permit and bidding to a vendor of Lake County's choice through their JOC program. It is understood that the level of detail in the new construction documents does not need to support a public procurement process.

Project Scope; Task 5 – Court Tower East Façade Ice + Snow Mitigation

Lake County has requested that HDR provide full design services to design and implement a snow and ice management system for the east facades of the Court Tower located at 301 Washington Street in Waukegan. It has been found that an accumulation of ice and snow on the east projections builds up and falls on the pedestrian sidewalks below. Refer to Exhibit A – Scope Document for extents of task 5. Professional services within this task include architectural, mechanical, electrical and/or plumbing.

Construction Documentation

Design and Construction Drawings will be produced for the scope outlined above and within Exhibit A. ROM pricing to be developed off schematic design narratives. Construction documents, drawings and specifications will be generated with the intent that they will be used by one of the County's JOC partners for pricing and construction.

Permitting

Securing Regulatory Approvals and Permits

Bidding and Contracting

- One Pre-Bid Conference with JOC contractor
- Analysis of Substitutions/alternates
- Clarifications and Addenda

Construction Phase

- Construction Contract Administration
- Project Meetings – it is intended any necessary project meetings outside the construction observation meeting identified below will be held virtually.

- Construction Observation – estimated at (2) two on-site visits on a monthly basis during construction. It is assumed the construction for this scope of work may run concurrently with other tasks identified in this proposal.
- Quality Assurance
- Contractor Submittal/Shop Drawing Reviews
- Participation in systems start up as identified in Exhibit B.
- Contractor Pay Application
- Requests/change Order Reviews
- Review Contractor Claims

Project Closeout/Warranty

- Punchlist Inspections
- Final Regulatory Approvals

Task 5 Deliverables

The deliverable will be a set of construction drawings for permit and bidding to a vendor of Lake County's choice through their JOC program. It is understood that the level of detail in the new construction documents does not need to support a public procurement process.

Task 6 – Administrative Tower Loading Dock Security Hardening - Construction Administration Support

Under this task, HDR will provide construction administration services for the east and west loading dock security improvement project. These services are outlined below:

- Construction Meetings: HDR will attend regular construction meetings scheduled to occur. These meetings are assumed to occur on a biweekly basis. HDR will also attend special meetings as deemed necessary, maximum of four (4) virtual meetings. Up to six (6) construction meetings are estimated. HDR meeting participation shall alternate between virtual Teams calls and in-person attendance. Lake County or Contractor to prepare meeting agendas, lead the meeting, and issue meeting minutes. HDR will provide technical assistance as needed for these meetings.
- Site Visits - HDR will visit the site as requested by the Owner to observe the progress and quality of the work. HDR to provide written reports to document findings of the site visits. A maximum of six (6) site visits are estimated to be required and included in this task, including the visits required to punch the project.
- Submittal Reviews - HDR shall review submittals in accordance with Division 1 requirements, estimated to be a minimum of fifteen (15) business days for each review.
- RFIs: HDR shall review RFI's in accordance with Division 1 requirements, estimated to be a minimum of five (5) business days for each review.
- RFI and Submittal logging and information transfer to be done via Newforma, unless Owner specific CA platform is required.

- Substantial Completion Punch List: HDR will perform a substantial completion review and provide punch list items for Contractor to address prior to Final Completion.
- HDR shall review of contractor pay applications to evaluate completion against approved scheduled of values.
- Final Documentation/Close-Out: HDR will review record drawings, warranty and close-out documentation provided by the Contractor and upon approval, submit to the Owner.

Task 4 Assumptions/ Exclusions:

- Consultant observation or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Consultant shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project. The Owner agrees to include a provision in the construction contract with its contractor(s) requiring them to name both Owner and Consultant as an additional insured on contractor(s)' commercial general liability insurance.

02

Project Schedule

Our team understands that the facility needs to remain operational, with minimal disruptions. We also understand that a number of these tasks may run concurrently. A mutually agreed upon schedule for all of the tasks identified shall be developed as part of the initial phase of engagement for these deliverables.

03

Project Team

Individuals listed will be the primary contributors to the project. HDR may add additional staff not listed to provide additional project support. If requested by the County, HDR will provide resumes for new staff, replacing the individuals listed below.

Project Team Member	Role
Ryan Rohlf, HDR	Principal-in-Charge
Jose Belardo, HDR	Project Manager

Project Team Member	Role
Nagesh Rao, HDR	Project Designer
Dane Rausch	Sr. Interior Designer
Tonya Logan	Sr. Design Coordinator
Andrew Pomatto, IMEG	Electrical / Low Voltage /ICT

04

Project Fee

Fee:

For services outlined herein, the proposed lump sum fee is:

Service	Fee
<i>Task 1 – Administrative Tower 10th Floor Bathroom Renovation</i>	<i>\$35,000</i>
<i>Task 2 – Administrative Tower Basement Bathroom Renovation</i>	<i>\$79,000</i>
<i>Task 3 – Center Court Tower Parking Garage Drainage</i>	<i>\$26,500</i>
<i>Task 4 – Courthouse Judicial Garage Drainage</i>	<i>\$26,500</i>
<i>Task 5 – Courthouse East Façade Ice + Snow Mitigation</i>	<i>\$47,500</i>
<i>Task 6 – Administrative Tower Loading Dock Security Hardening – Construction Administration</i>	<i>\$89,000</i>
<i>Estimated Reimbursables</i>	<i>\$5,000</i>
<i>Total Lump Sum Amount</i>	<i>\$308,500</i>

Billing Terms:

Monthly invoices will be based on percent complete for the tasks listed herein.

05

Exclusions, Assumptions & Qualifications

Exclusions

The following supplemental services are considered optional and negotiable for an additional fee:

- Additional site meetings or visits beyond those outlined in the base scope.
- Exclusions identified within subconsultant agreements
- Sustainability Review or Certification
- Permit / Review Fees
- Fixtures, Furnishing and Equipment (FFE) Packages
- Professional Renderings
- Cost Estimating, beyond ROM as indicated
- Budget Management or Value Engineering

- Hazardous Materials Remediation
- Creation of as-built drawings

Assumptions & Qualifications

All work performed on this project will be in accordance with the terms and conditions of a Professional Services Agreement between HDR Architecture, Inc. and Lake County Government consistent Agreement #26237.

06

Exhibits

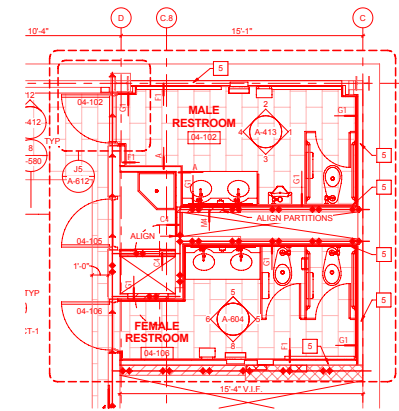
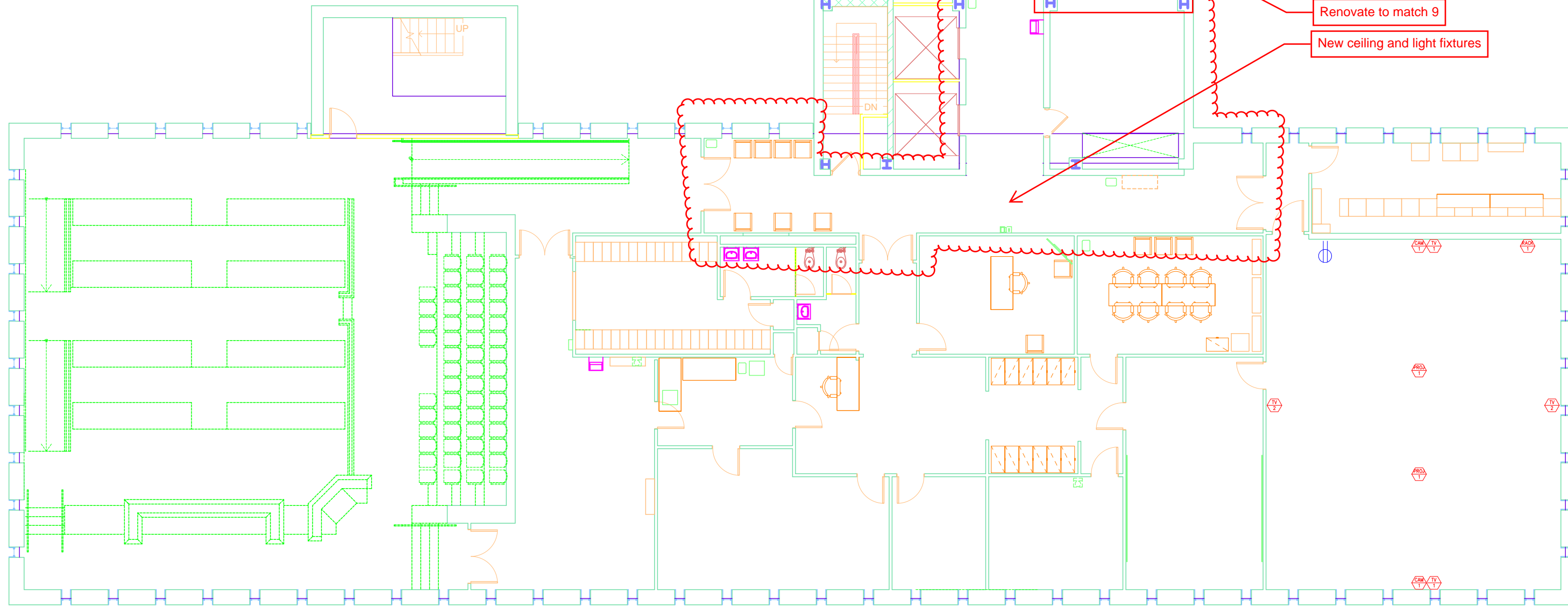
Exhibit A – Scope Document

Exhibit B – IMEG Proposals

Exhibit C – Hourly Rates

EXHIBIT A - SCOPE DIAGRAMS

TASK 1



Renovate to match 9

New ceiling and light fixtures

1 FLOOR PLAN - AREAS OF INSTALL
SCALE: NOT TO SCALE

CONFERENCE TECHNOLOGIES, INC
1-800-743-6051

Omaha, NE
 Omaha Park, KS
 Phoenix, AZ
 Portland, OR
 San Francisco, CA
 St. Louis, MO
 Wichita, KS
 Austin, TX
 Brookings, SD
 Chicago, IL
 Dallas, TX
 Denver, IA
 Des Moines, IA
 Detroit, MI
 Houston, TX
 Indianapolis, IN
 Kansas City, MO
 Memphis, TN
 Milwaukee, WI
 Nashville, TN

A PROJECT FOR:

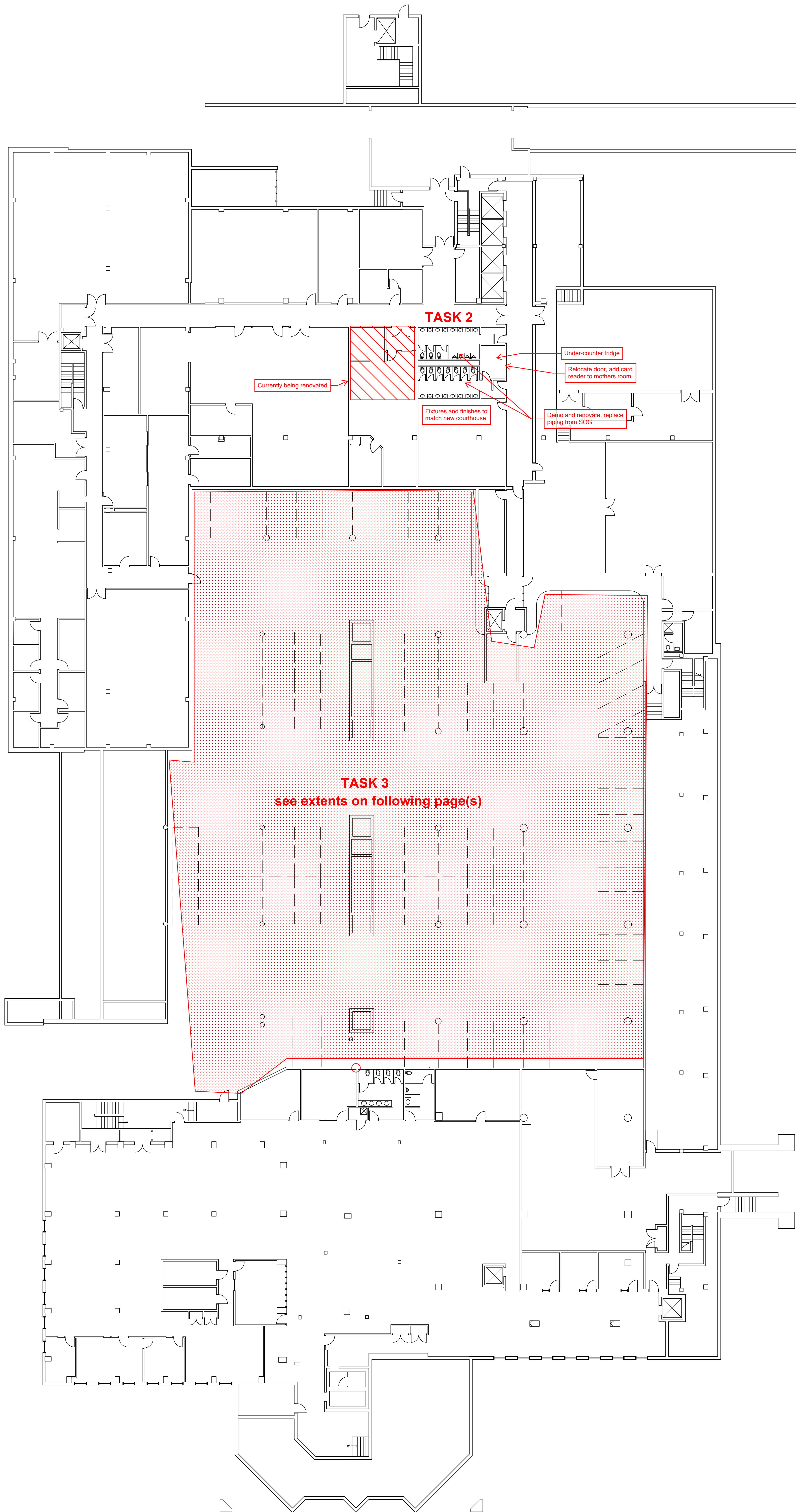
**LAKE COUNTY
10TH FLOOR COMMITTEE ROOM**

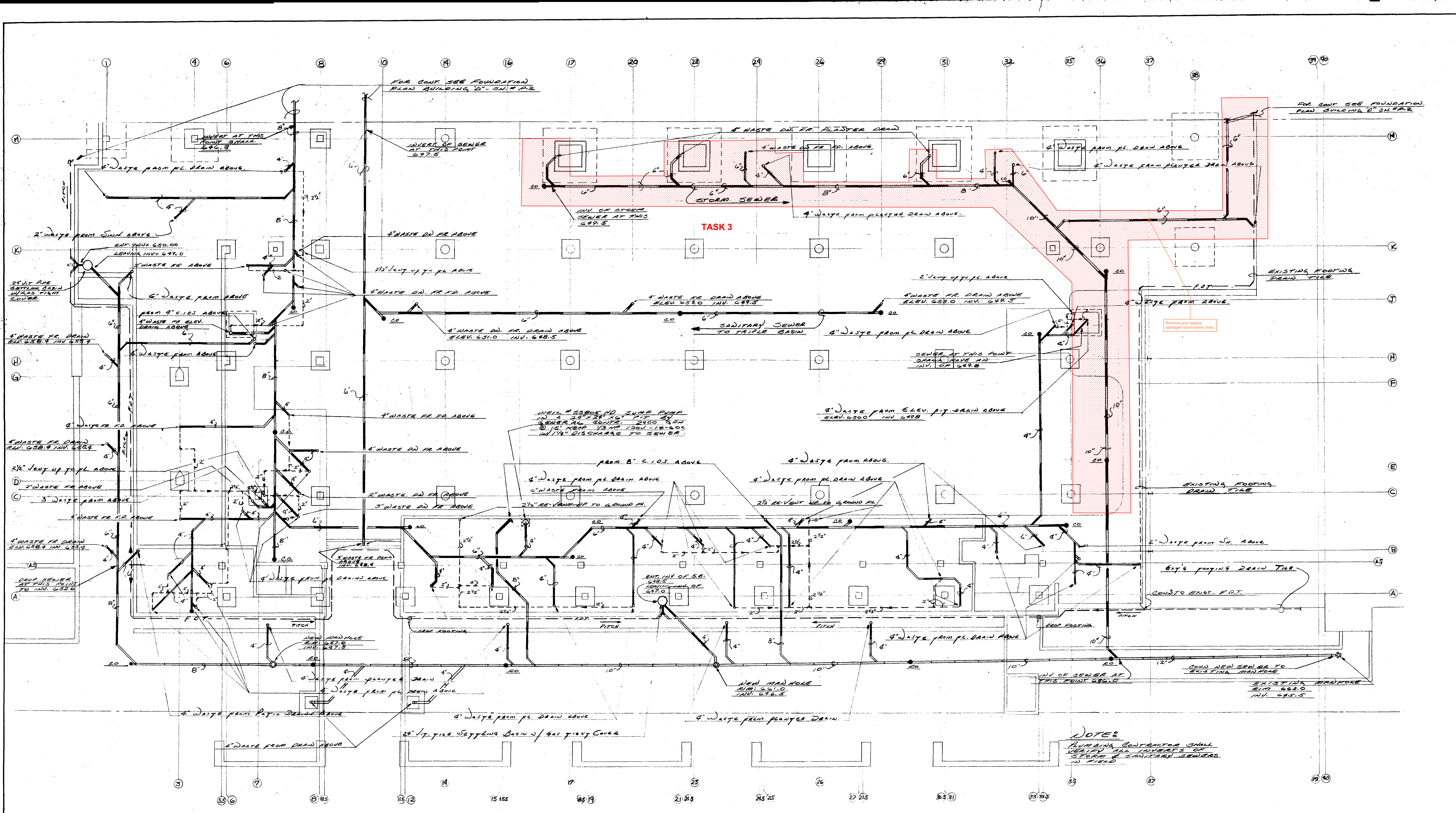
J21140280

REVISIONS			
REV #	BUILD	REVISED	BY
1	INFRASTRUCTURE	13 OCT 2021	BH

APPROVED BY: **J. ANDERS**
 DESIGNED BY: **J. ANDERS**
 DRAWN BY: **B. HENDRICKS**
 DATE: **13 OCTOBER 2021**

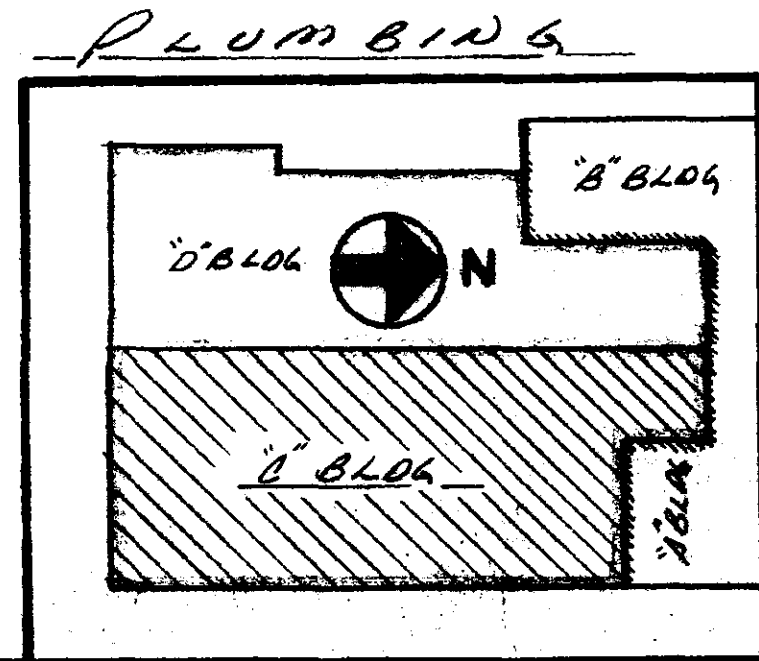
DRAWING TITLE: **FLOOR PLAN**
 DRAWING NUMBER: **AV101**





FOUNDATION PLAN
SCALE 1/8"=1'-0"

NOTE:
PLUMBING CONTRACTOR SHALL VERIFY ALL LOCATIONS OF STORM & SANITARY SEWERS IN FIELD



COUNTY BUILDING - PHASE TWO - FOR THE LAKE COUNTY PUBLIC BUILDING COMMISSION		W. A. GANSTER 222 WASHINGTON STREET WAUKEGAN, ILLINOIS	A. HENNIGHAUSEN WAUKEGAN, ILLINOIS
ARCHITECTS:	PROJECT ARCHITECT	BRUNO LUNARDI	
CONSULTING ARCHITECT	STRUCTURAL CONSULTANT	DONALD BAHAM	
MECHANICAL ENGINEER		ROBERT HYBERT	
DRAWING TITLE		FOUNDATION PLAN BUILDING 2	
DATE	MARCH 6, 1967	JOB NO.	6701

EXHIBIT A - SCOPE DIAGRAMS

ARCH: E 30' x 42'

Checked: _____

Project Management Initials: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

Checked: _____

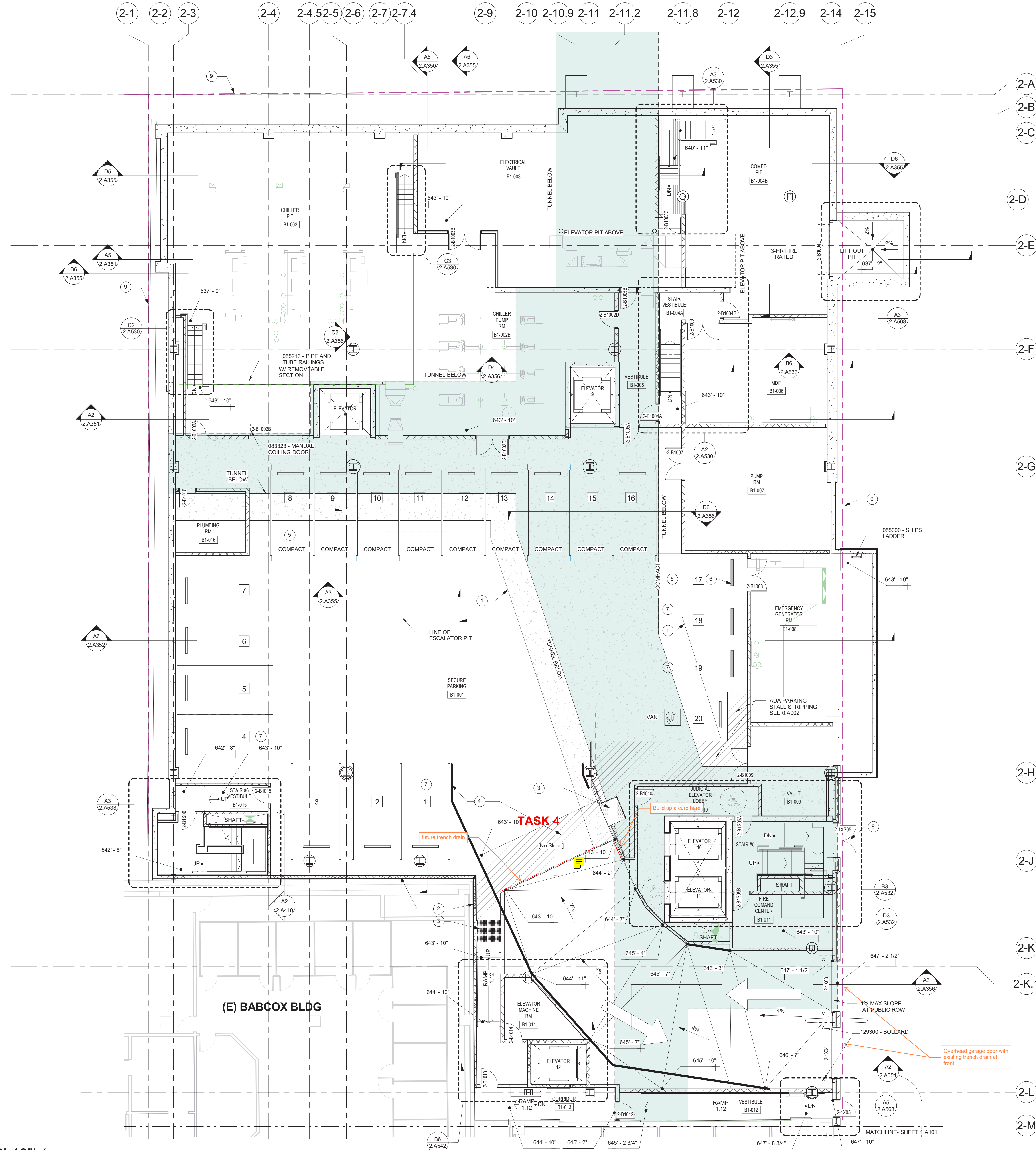
Checked: _____

Checked: _____

Checked: _____

LEVEL B1 - PARKING (643'-10") /
BABCOX MAIN LEVEL (644'-10")

SCALE: 1/8" = 1'-0"



GENERAL NOTES:

- SEE TUNNEL PACKAGE SHEET 3 A1B2 FOR TUNNEL FLOOR PLAN INFORMATION AND DIMENSIONS
- SEE SHEET 0.A002 FOR PARKING STALLS INFORMATION
- SEE SHEET 2 A1B1 FOR SLAB BOUNDARIES

PARKING COUNT

ADA VAN	1
TYPICAL PARKING STALLS 9'-0" X 18'-0"	9
COMPACT PARKING STALLS 8'-0" X 17'-0"	10
TOTAL:	20

FLOOR PLAN KEYNOTES:

- LINE OF 1 1/2" TOPPING SLAB BOUNDARY SEE 2 A1B1.2
- NEW RETAINING WALL- COORDINATE WITH EXISTING BABCOX GRADE FOR BEAM LOCATION
- PROVIDE TRUNCATED DOME WARNING PLATE
- TRAFFIC SIGNAGE
- COMPACT PARKING STALL (8'-0" X 17'-0")
- REMOVABLE WHEEL STOP
- TYPICAL PARKING STALL (9'-0" X 18'-0")
- EXTERIOR DOOR AT FINISH GRADE
- PROPERTY LINE
- FOR TEMPORARY PARTITION SEE TUNNEL DRAWINGS SUBJECT TO DEMO IN TOWER PHASE
- SHEAR WALL, TYP.
- SMOKE CURTAIN
- NO STOP AT THIS LEVEL
- COORDINATE SECURITY REQUIREMENTS FOR ELEVATOR STOP AT LEVEL 3 (SHELL SPACE) WITH OWNER, SHERIFF'S DEPARTMENT AND FIRE DEPARTMENT
- SMOKE CURTAIN AT EACH ELEVATOR HOISTWAY
- SHEAR WALLS NOT FURRED FOR SHELL SPACE
- PROVIDE TEMPORARY RAMP AND WARNING STRIPS FOR ELEVATION CHANGE
- AESTHETICALLY CONCEALED SERVICE ACCESS PANEL OPEN FOR MAINTENANCE/REPAIR ONLY; NOT A DOOR
- PUSH BUTTON @ 5'-0"
- MAG-HOLD FIRE DOOR (SEE DOOR SCHEDULE)
- TEMPORARY DOOR
- PROVIDE TEMPORARY 2HR ENCLOSURE
- GLASS SUPPORTED ORNAMENTAL RAILING
- GLASS 8'-7" AFF
- WINDOWS AT 6' 5 1/8" AFF. SEE E6 / 2.A580
- CONFIRM ACCOUSTICAL VALVE FOR FUTURE EXPANSION
- PROVIDE FIRE ENCLOSURE ON DIAGONAL BRACING
- NO FURRED OUT PARTITION AT CONCRETE WALL TO ENSURE WOOD PANEL FLUSHED WITH MULLION
- MECHANICAL PLENUM. SEE SHEET 2.MH102
- WALK OFF RECESSED ENTRANCE MAT. SEE SHEET 2.IN401
- ACCESS FLOOR, LEVEL WITH ADJACENT CONCRETE SLAB



PROJECT
LAKE COUNTY
COURTHOUSE
EXPANSION

301 WASHINGTON STREET
WAUKEGAN, ILLINOIS
CLIENT
LAKE COUNTY
18 N. COUNTY STREET
WAUKEGAN, ILLINOIS
847.377.2929 tel 847.984.5889 fax

ARCHITECT
AECOM
303 EAST WACKER DRIVE,
CHICAGO, IL 60601
312.373.7700 tel 312.938.1109 fax
www.aecom.com

CONSULTANTS
STRUCTURAL
AECOM
999 TOWN AND COUNTRY ROAD
ORANGE, CA 92668
312.373.7700 tel 312.938.1109 fax
www.aecom.com

ME/PFP
SYSKA HENNESSY GROUP, INC.
330 N. WABASH AVE.
CHICAGO, IL 60661
312.588.3561 tel 312.588.3579 fax
www.syska.com

CODE/LIFE SAFETY
ROLF JENSEN & ASSOCIATED, INC.
600 WEST FULTON STREET
CHICAGO, IL 60661
312.879.7200 tel 312.879.7200 fax
www.rjanc.com

CIVIL
CHRISTOPHER B. BURKE, LTD.
9575 W. HIGGINS ROAD
ROSEMONT, IL 60018 SUITE 600
847.823.0500 tel 847.823.0520 fax

LANDSCAPE
AECOM
303 EAST WACKER DRIVE,
CHICAGO, IL 60601 SUITE 600
312.373.7792 tel
www.aecom.com

DATA TELCOM / AUDIO VISUAL
AECOM
800 LASALLE AVE
MINNEAPOLIS, MN 55402 SUITE 400
612.376.2189 tel
www.aecom.com

ELECTRONIC SECURITY
AECOM
2950 PROFESSIONAL PLACE
COLORADO SPRINGS, CO 80904 SUITE 201
719.386.8309 tel 719.386.8339 fax
www.aecom.com

FOOD SERVICE
S1 FOOD SERVICE
231 HOMEWOOD DRIVE
BOLINGBROOK, IL 60440
630.783.9232 tel
http://s1foodservice.com/

REGISTRATION

ISSUE/REVISION

NO.	DATE	DESCRIPTION
2014.11.03	CONSOLIDATED GMP	
2014.03.31	TOWER BID SET	
2014.02.12	50% TOWER GMP	
2014.01.31	FOUNDATION AND TUNNEL BID SET	
2013.12.20	50% CCT GMP PACKAGE	
2013.12.02	50% TUNNEL GMP PACKAGE	
2013.05.03	100% DD CCT PHASE	

PROJECT NUMBER

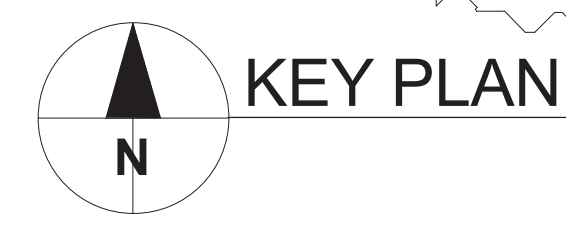
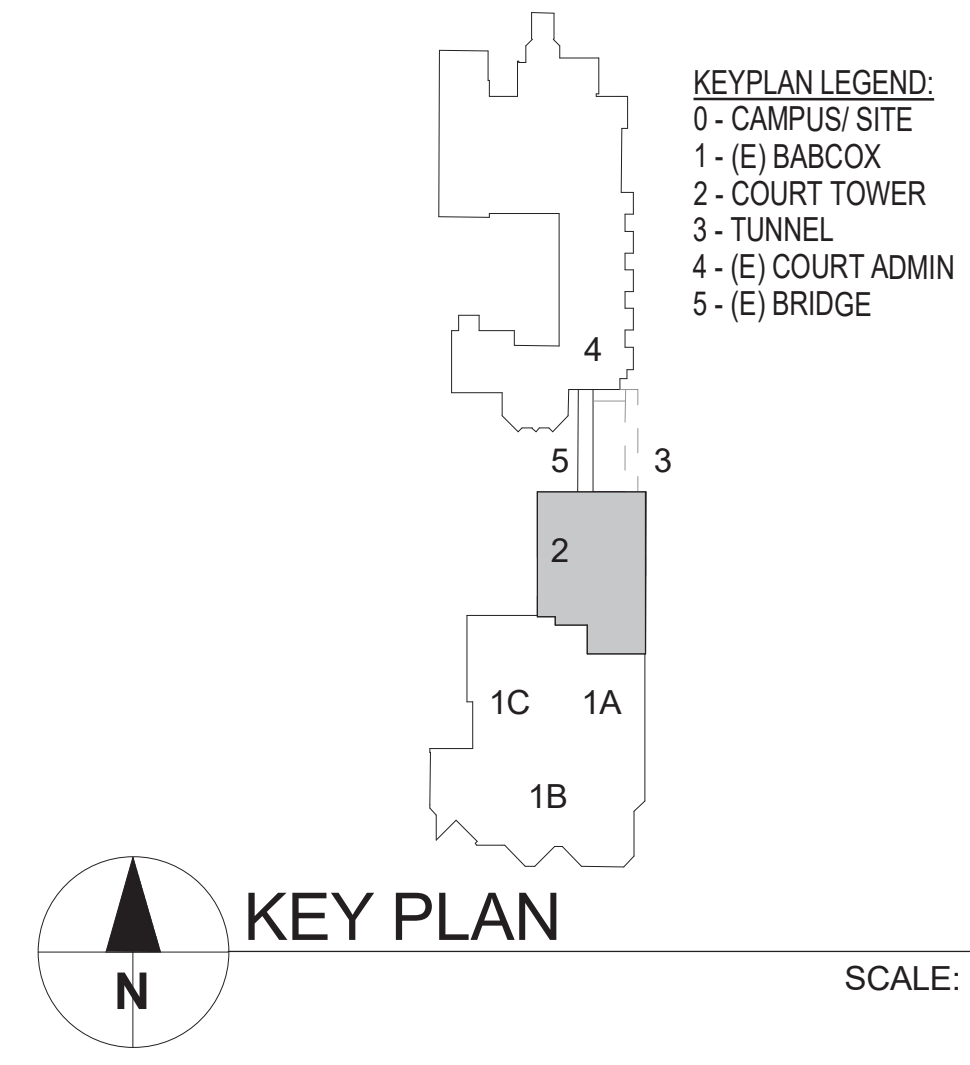
60288271

SHEET TITLE

LEVEL B1 - PARKING

SHEET NUMBER

2.A1B1



SCALE: N.T.S.

EXHIBIT B - SUBCONSULTANT PROPOSALS

TASK 1



Short Form Services Agreement

June 11, 2026

Client: HDR, Inc. - Chicago, IL
Attn: Ryan Rohlf
Email: ryan.rohlf@hdrinc.com

Owner Name: Lake County Department of Public Works - Waukegan
Project Name: 10th Floor Bathroom and Lobby Renovation
Project Location: Waukegan, Illinois

Services: IMEG shall perform the following Services for this Project: Mechanical, Electrical, Plumbing, and Fire Protection.

1. Visit the project site to meet with building staff and survey existing conditions.
2. Attend meeting with architect and owner during visit to finalize design direction. Meeting can be scheduled virtually as needed.
3. Design of MEP systems as follows:
 - a. Mechanical ventilation and toilet exhaust
 - b. Plumbing design based on fixture counts shown by others
 - c. Fire protection coverage zoning
 - d. Circuits and controls for light fixtures selected by others
 - e. Power to electric hand dryers, faucets, and flush valves as applicable
 - f. Fire Alarm
 - g. Specifications in sheet format only. Book format specs assumed unnecessary and can be provided as an additional service.
4. Review of shop drawing submittals and RFI's.
5. Conduct one jobsite observation at the end of construction and issue field report.

Compensation

████████████████████

██

Attachments: This Short Form Services Agreement expressly incorporates the terms and conditions attached hereto, and the current hourly rates (if applicable) set by IMEG for Services performed under this Short Form Services Agreement. This Short Form Services Agreement also expressly incorporates the following exhibits: None.

Acceptance: Acceptance of this Short Form Services Agreement is limited to and includes acceptance of the provisions above, including all attachments. Services will be scheduled upon receipt of an executed copy of this Short Form Services Agreement. By signing and returning this Short Form Services Agreement to IMEG, all Parties agree to the terms and conditions included herein. Notwithstanding the foregoing sentence, if Client, or directors, officers, or employees of Client, engage IMEG for Services for the referenced Project, either verbally, in writing, or by actions that imply acceptance of this Short Form Services Agreement, such as providing drawings, submitting questions, requesting engineering information, etc., without or prior to returning a signed copy of this Short Form

Services Agreement, it is expressly agreed that acceptance of all terms and conditions of this Short Form Services Agreement will be implied and contractually binding.

Short Form Services Agreement valid for forty-five (45) Days from the date listed above.

IN WITNESS WHEREOF, the undersigned Parties execute this Short Form Services Agreement on the date set forth above. The Parties state that each have read this Short Form Services Agreement, acknowledge the contents of this Short Form Services Agreement, and are authorized to sign this Short Form Services Agreement. The Parties agree that this Short Form Services Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Short Form Services Agreement.

IMEG Consultants Corp.

Andrew Pomatto, Project Executive
Andrew.D.Pomatto@imegcorp.com

Accepted: HDR, Inc. - Chicago, IL

Ryan Rohlf

Terms & Conditions

1. Definitions:

"Agreement" - Collectively the Short Form Services Agreement, these Standard Terms and Conditions, IMEG's Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

"Change Order" - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

"Client" - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

"Day(s)" - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

"IMEG" - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

"Losses" - Any loss, liability, claim, damage, cost, expense, and reasonable attorney's fees.

"Notice to Proceed" - Client's engagement of IMEG for Services for the referenced Project, either verbally, in writing, or by actions that imply acceptance of this Agreement or for IMEG to proceed with performing the Services.

"Party" - Each of IMEG and Client; "Parties" means IMEG and Client collectively.

"Project" - The specific project for which Services are performed pursuant to this Agreement.

"Project Owner" - The party responsible for the initiation, funding, and oversight of the Project.

"Services" - The services or work performed by IMEG in any office location for Client on the Project.

"Standard Hourly Rates" - The current hourly rates set by IMEG for Services performed under this Agreement.

2. Standard of Care/Performance: Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location ("Standard of Care"). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG's negligence as defined in Section 11, throughout the Project's duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

3. Information: Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client's other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG's personnel of such updates or changes in writing.

4. Limitation of Responsibilities: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor's work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor's or subcontractor's performance or the failure of contractor's or subcontractor's work to conform to Project design specifications and contract documents.

5. Additional Services: If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions. IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

6. Compensation/Payment: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date

by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

7. Ownership/Use of Instruments of Services: All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG ("Instruments of Service"). Upon Client's payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client's sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

8. Dispute Resolution/Governing Law: Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

9. Mutual Waiver of Damages: Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

10. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of \$50,000. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

11. Indemnification: Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

12 Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon in writing by the Parties.

13. Termination: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service

within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

14. Assignment: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

15. Employment and Non-Solicitation: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

16. Force Majeure: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

17. Severability and Non-Waiver: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

18. Entire Agreement: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

19. Equal Employment Opportunity: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

09.2024

Services Agreement, it is expressly agreed that acceptance of all terms and conditions of this Short Form Services Agreement will be implied and contractually binding.

Short Form Services Agreement valid for forty-five (45) Days from the date listed above.

IN WITNESS WHEREOF, the undersigned Parties execute this Short Form Services Agreement on the date set forth above. The Parties state that each have read this Short Form Services Agreement, acknowledge the contents of this Short Form Services Agreement, and are authorized to sign this Short Form Services Agreement. The Parties agree that this Short Form Services Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Short Form Services Agreement.

IMEG Consultants Corp.

Andrew Pomatto, Project Executive
Andrew.D.Pomatto@imegcorp.com

Accepted: HDR, Inc. - Chicago, IL

Ryan Rohlfs

Terms & Conditions

1. Definitions:

"Agreement" - Collectively the Short Form Services Agreement, these Standard Terms and Conditions, IMEG's Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

"Change Order" - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

"Client" - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

"Day(s)" - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

"IMEG" - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

"Losses" - Any loss, liability, claim, damage, cost, expense, and reasonable attorney's fees.

"Notice to Proceed" - Client's engagement of IMEG for Services for the referenced Project, either verbally, in writing, or by actions that imply acceptance of this Agreement or for IMEG to proceed with performing the Services.

"Party" - Each of IMEG and Client; "Parties" means IMEG and Client collectively.

"Project" - The specific project for which Services are performed pursuant to this Agreement.

"Project Owner" - The party responsible for the initiation, funding, and oversight of the Project.

"Services" - The services or work performed by IMEG in any office location for Client on the Project.

"Standard Hourly Rates" - The current hourly rates set by IMEG for Services performed under this Agreement.

2. Standard of Care/Performance: Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location ("Standard of Care"). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG's negligence as defined in Section 11, throughout the Project's duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

3. Information: Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client's other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG's personnel of such updates or changes in writing.

4. Limitation of Responsibilities: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor's work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor's or subcontractor's performance or the failure of contractor's or subcontractor's work to conform to Project design specifications and contract documents.

5. Additional Services: If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions. IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

6. Compensation/Payment: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date

by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

7. Ownership/Use of Instruments of Services: All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG ("Instruments of Service"). Upon Client's payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client's sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

8. Dispute Resolution/Governing Law: Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

9. Mutual Waiver of Damages: Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

10. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of \$50,000. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

11. Indemnification: Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

12 Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon in writing by the Parties.

13. Termination: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service

within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

14. Assignment: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

15. Employment and Non-Solicitation: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

16. Force Majeure: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

17. Severability and Non-Waiver: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

18. Entire Agreement: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

19. Equal Employment Opportunity: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

09.2024

EXHIBIT B - SUBCONSULTANT PROPOSALS
TASK 3



Short Form Services Agreement

June 11, 2026

Client: HDR, Inc. - Chicago, IL
Attn: Ryan Rohlf
Email: ryan.rohlf@hdrinc.com

Owner Name: Lake County Department of Public Works - Waukegan
Project Name: Center Courts Garage Plumbing
Project Location: Waukegan, Illinois

Services: IMEG shall perform the following Services for this Project: Plumbing.

1. Visit the project site to meet with building staff and survey existing conditions.
2. Attend meeting with architect and owner during visit to finalize design direction. Meeting can be scheduled virtually as needed.
3. Review rodding and televising results performed by a 3rd party. It is understood Lake County will contract this scope of work directly to a qualified agency.
4. Make recommendations for corrective measures and provide design for associated drainage modifications in the format of construction documents.
5. Specifications in sheet format only. Book format specs assumed unnecessary and can be provided as an additional service
6. Review of shop drawing submittals and RFI's.
7. Conduct one jobsite observation at the end of construction and issue field report.

Compensation

████████████████████
██

Attachments: This Short Form Services Agreement expressly incorporates the terms and conditions attached hereto, and the current hourly rates (if applicable) set by IMEG for Services performed under this Short Form Services Agreement. This Short Form Services Agreement also expressly incorporates the following exhibits: None.

Acceptance: Acceptance of this Short Form Services Agreement is limited to and includes acceptance of the provisions above, including all attachments. Services will be scheduled upon receipt of an executed copy of this Short Form Services Agreement. By signing and returning this Short Form Services Agreement to IMEG, all Parties agree to the terms and conditions included herein. Notwithstanding the foregoing sentence, if Client, or directors, officers, or employees of Client, engage IMEG for Services for the referenced Project, either verbally, in writing, or by actions that imply acceptance of this Short Form Services Agreement, such as providing drawings, submitting questions, requesting engineering information, etc., without or prior to returning a signed copy of this Short Form Services Agreement, it is expressly agreed that acceptance of all terms and conditions of this Short Form Services Agreement will be implied and contractually binding.

Short Form Services Agreement valid for forty-five (45) Days from the date listed above.

IN WITNESS WHEREOF, the undersigned Parties execute this Short Form Services Agreement on the date set forth above. The Parties state that each have read this Short Form Services Agreement, acknowledge the contents

of this Short Form Services Agreement, and are authorized to sign this Short Form Services Agreement. The Parties agree that this Short Form Services Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Short Form Services Agreement.

IMEG Consultants Corp.

Andrew Pomatto, Project Executive
Andrew.D.Pomatto@imegcorp.com

Accepted: HDR, Inc. - Chicago, IL

Ryan Rohlf

Terms & Conditions

1. Definitions:

"Agreement" - Collectively the Short Form Services Agreement, these Standard Terms and Conditions, IMEG's Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

"Change Order" - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

"Client" - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

"Day(s)" - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

"IMEG" - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

"Losses" - Any loss, liability, claim, damage, cost, expense, and reasonable attorney's fees.

"Notice to Proceed" - Client's engagement of IMEG for Services for the referenced Project, either verbally, in writing, or by actions that imply acceptance of this Agreement or for IMEG to proceed with performing the Services.

"Party" - Each of IMEG and Client; "Parties" means IMEG and Client collectively.

"Project" - The specific project for which Services are performed pursuant to this Agreement.

"Project Owner" - The party responsible for the initiation, funding, and oversight of the Project.

"Services" - The services or work performed by IMEG in any office location for Client on the Project.

"Standard Hourly Rates" - The current hourly rates set by IMEG for Services performed under this Agreement.

2. Standard of Care/Performance: Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location ("Standard of Care"). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG's negligence as defined in Section 11, throughout the Project's duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

3. Information: Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client's other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG's personnel of such updates or changes in writing.

4. Limitation of Responsibilities: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor's work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor's or subcontractor's performance or the failure of contractor's or subcontractor's work to conform to Project design specifications and contract documents.

5. Additional Services: If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions. IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

6. Compensation/Payment: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date

by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

7. Ownership/Use of Instruments of Services: All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG ("Instruments of Service"). Upon Client's payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client's sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

8. Dispute Resolution/Governing Law: Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

9. Mutual Waiver of Damages: Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

10. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of \$50,000. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

11. Indemnification: Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

12 Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon in writing by the Parties.

13. Termination: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service

within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

14. Assignment: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

15. Employment and Non-Solicitation: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

16. Force Majeure: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

17. Severability and Non-Waiver: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

18. Entire Agreement: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

19. Equal Employment Opportunity: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

09.2024

IMEG Consultants Corp.

Andrew Pomatto, Project Executive
Andrew.D.Pomatto@imegcorp.com

Accepted: HDR, Inc. - Chicago, IL

Ryan Rohlf

Terms & Conditions

1. Definitions:

"Agreement" - Collectively the Short Form Services Agreement, these Standard Terms and Conditions, IMEG's Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

"Change Order" - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

"Client" - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

"Day(s)" - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

"IMEG" - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

"Losses" - Any loss, liability, claim, damage, cost, expense, and reasonable attorney's fees.

"Notice to Proceed" - Client's engagement of IMEG for Services for the referenced Project, either verbally, in writing, or by actions that imply acceptance of this Agreement or for IMEG to proceed with performing the Services.

"Party" - Each of IMEG and Client; "Parties" means IMEG and Client collectively.

"Project" - The specific project for which Services are performed pursuant to this Agreement.

"Project Owner" - The party responsible for the initiation, funding, and oversight of the Project.

"Services" - The services or work performed by IMEG in any office location for Client on the Project.

"Standard Hourly Rates" - The current hourly rates set by IMEG for Services performed under this Agreement.

2. Standard of Care/Performance: Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location ("Standard of Care"). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG's negligence as defined in Section 11, throughout the Project's duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

3. Information: Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client's other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG's personnel of such updates or changes in writing.

4. Limitation of Responsibilities: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor's work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor's or subcontractor's performance or the failure of contractor's or subcontractor's work to conform to Project design specifications and contract documents.

5. Additional Services: If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions. IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

6. Compensation/Payment: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date

by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

7. Ownership/Use of Instruments of Services: All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG ("Instruments of Service"). Upon Client's payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client's sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

8. Dispute Resolution/Governing Law: Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

9. Mutual Waiver of Damages: Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

10. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of \$50,000. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

11. Indemnification: Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

12 Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon in writing by the Parties.

13. Termination: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service

within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

14. Assignment: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

15. Employment and Non-Solicitation: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

16. Force Majeure: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

17. Severability and Non-Waiver: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

18. Entire Agreement: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

19. Equal Employment Opportunity: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

09.2024

Parties agree that this Short Form Services Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Short Form Services Agreement.

IMEG Consultants Corp.

Andrew Pomatto, Project Executive
Andrew.D.Pomatto@imegcorp.com

Accepted: HDR, Inc. - Chicago, IL

Ryan Rohlf

Terms & Conditions

1. Definitions:

"Agreement" - Collectively the Short Form Services Agreement, these Standard Terms and Conditions, IMEG's Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

"Change Order" - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

"Client" - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

"Day(s)" - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

"IMEG" - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

"Losses" - Any loss, liability, claim, damage, cost, expense, and reasonable attorney's fees.

"Notice to Proceed" - Client's engagement of IMEG for Services for the referenced Project, either verbally, in writing, or by actions that imply acceptance of this Agreement or for IMEG to proceed with performing the Services.

"Party" - Each of IMEG and Client; "Parties" means IMEG and Client collectively.

"Project" - The specific project for which Services are performed pursuant to this Agreement.

"Project Owner" - The party responsible for the initiation, funding, and oversight of the Project.

"Services" - The services or work performed by IMEG in any office location for Client on the Project.

"Standard Hourly Rates" - The current hourly rates set by IMEG for Services performed under this Agreement.

2. Standard of Care/Performance: Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location ("Standard of Care"). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG's negligence as defined in Section 11, throughout the Project's duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

3. Information: Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client's other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG's personnel of such updates or changes in writing.

4. Limitation of Responsibilities: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor's work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor's or subcontractor's performance or the failure of contractor's or subcontractor's work to conform to Project design specifications and contract documents.

5. Additional Services: If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions. IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

6. Compensation/Payment: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date

by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

7. Ownership/Use of Instruments of Services: All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG ("Instruments of Service"). Upon Client's payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client's sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

8. Dispute Resolution/Governing Law: Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

9. Mutual Waiver of Damages: Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

10. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of \$50,000. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

11. Indemnification: Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

12 Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon in writing by the Parties.

13. Termination: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service

within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

14. Assignment: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

15. Employment and Non-Solicitation: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

16. Force Majeure: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

17. Severability and Non-Waiver: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

18. Entire Agreement: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

19. Equal Employment Opportunity: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

09.2024

2026 HDR Hourly Rates

Classification	Billing Rate
Project Accountant	\$ 141.85
Project Facilitator	\$ 131.25
Project Architect	\$ 205.89
Project Designer	\$ 215.69
Project Manager	\$ 257.40
Project Principal	\$ 337.74
Architectural Design Coordinator	\$ 161.77
Structural Engineer	\$ 258.92
Senior Civil Engineer	\$ 259.27
Civil Engineer	\$ 160.69
Civil Design Coordinator	\$ 137.53
Senior Landscape	\$ 187.84
Landscape Architect	\$ 133.70
Landscape Design Coordinator	\$ 111.65

Rates provided are subject to an annual rate increase of approximately 4% each year. HDR reserves the right to submit additional employee classifications as required.



2026 STANDARD HOURLY RATES - SMEPT/Cx
(rates adjusted annually)

Senior Client Executive / Senior Market Director / VP	\$325	Senior Construction Administrator	\$200
Client Executive / Market Director	\$300	Construction Administrator	\$170
Project Executive	\$280	Field Technician 2	\$160
Senior Project Manager 2	\$250	Field Technician	\$150
Senior Project Manager 1	\$230	Project Coordinator	\$135
Engineer of Distinction	\$265	Structural Inspector of Distinction	\$265
Senior (Engineer / Planner / Consultant) 3	\$245	Senior Structural Inspector	\$150
Senior (Engineer / Planner / Consultant) 2	\$215	Structural Inspector 3	\$135
Senior (Engineer / Planner / Consultant) 1	\$200	Structural Inspector 2	\$120
Project (Engineer / Consultant) 2	\$180	Structural Inspector 1	\$105
Project (Engineer / Consultant) 1	\$165	Senior Virtual Design Coordinator 2	\$150
(Graduate Designer / Consultant / Planner / Authority / Analyst) 2	\$140	Senior Virtual Design Coordinator 1	\$140
(Graduate Designer / Consultant / Planner / Authority / Analyst) 1	\$125	Virtual Design Coordinator 2	\$135
Designer of Distinction	\$225	Virtual Design Coordinator 1	\$120
Senior (Designer / Authority) 3	\$205	Virtual Design Technician	\$105
Senior (Designer / Authority) 2	\$200	Administrative Assistant	\$95
Senior (Designer / Authority) 1	\$180		
Project (Designer / Authority) 2	\$165		
Project (Designer / Authority) 1	\$145		
(Designer / Authority / Analyst) 2	\$130		
(Designer / Authority / Analyst) 1	\$120		
Design Technician 2	\$105		
Design Technician 1 / Intern	\$95		

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.