



**Public Building Commission of Chicago**

Richard J. Daley Center, Room 200

50 W. Washington Street

Chicago, Illinois 60602

[www.pbcchicago.com](http://www.pbcchicago.com)

**PROJECT DEVELOPMENT SERVICES**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**AND**

**COTTER CONSULTING, LLC**

**FOR**

**PROJECT DEVELOPMENT SERVICES  
PS3103C**

**Public Building Commission of Chicago**

Richard J. Daley Center, Room 200

50 W. Washington Street

Chicago, Illinois 60602

[www.pbcchicago.com](http://www.pbcchicago.com)

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**Mayor Brandon Johnson**  
**Chairman**

Ray Giderof  
Executive Director

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## **Project Development Services – PS3103C**

**THIS AGREEMENT (“Agreement”)** effective as of **January 1, 2026**, but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the “Commission” or “PBC”), and **Cotter Consulting, LLC** (“Consultant”) with offices at **100 South Wacker Drive, Suite 920, Chicago, IL 60606** for Project Development Services (“Services”) as stated herein.

### **RECITALS**

**WHEREAS**, the Commission is a municipal corporation organized and operating under the Constitution and laws of the State of Illinois and on behalf of various governmental agencies including, but not limited to, the City of Chicago, the Chicago Public Library, the Chicago Park District, the City Colleges of Chicago, and the Chicago Board of Education, and intends to undertake from time to time the acquisition, demolition, renovation, development, planning, construction, and/or improvement of buildings, facilities and other improvements;

**WHEREAS**, the Commission requires certain professional services described in the Agreement and desires to retain the Consultant on the terms and conditions set forth in the Agreement to perform such Services; and

**WHEREAS**, the Consultant desires to be so retained by the Commission and has represented to the Commission that the Consultant has the knowledge, skill, experience, and other resources necessary to perform the Services in the manner provided by the Agreement; and

**WHEREAS**, the Commission has relied upon the Consultant's representations in selecting the Consultant; and

**WHEREAS**, in reliance upon the Consultant's representations, the Commission has selected the Consultant to perform the Services on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, the parties have executed this Agreement on the terms and conditions that follow:

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

**[SIGNATURES ON FOLLOWING PAGE]**

**EXECUTION PAGE**

**Project Development Services – PS3103C**

This Agreement is executed by the Commission and the Consultant stated below and made effective by such execution pursuant to its terms.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

By:

Brandon Johnson  
Chairman

Date

1/12/2020

By:

Mary Pat Witry  
Secretary

Date

12/30/2025

**Cotter Consulting, LLC**

By:

Anne Edwards-Cotter

By:

Print Name:

Anne Edwards-Cotter

Print Name:

Title:

Senior Vice President

Title:

County of Cook  
State of Illinois

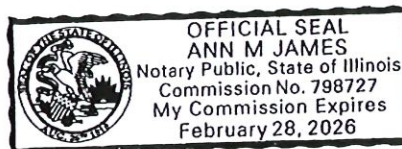
AFFIX CORPORATE  
SEAL, IF ANY, HERE

Subscribed and sworn before me by Anne Edwards-Cotter

as Senior Vice President of Cotter Consulting, LLC this 30th day of December, 2025

Notary Public

My Commission Expires 02/28/2026



Approved as to Form and Legality:

By:

Neal & Leroy, LLC

12/30/2025

Date

## **TERMS AND CONDITIONS**

### **Article I. INCORPORATION OF RECITALS**

**Section 1.01** The matters recited above, the "Recitals" are incorporated in and made a part of the Agreement.

### **Article II. DEFINITIONS AND USAGE**

**Section 2.01** Definitions. The following phrases have the following meanings for purposes of the Agreement:

- (a) *Agreement*. This Agreement between the Commission and the Consultant, including all attached exhibits, schedules, and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications and revisions made in accordance with its terms.
- (b) *Authorized Commission Representative(s)*. One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission.
- (c) *City*. The City of Chicago, a municipal corporation.
- (d) *Consultant*. The company or other entity identified in this Agreement, including but not limited to Key Personnel, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- (e) *Commission or PBC*. The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, including the Commission's Authorized Representative, as designated by the Executive Director in writing.
- (f) *Completion Date*. The date or dates, as determined by the Commission's Executive Director or designee, on which the Consultant's Key Personnel has completed all its obligations under this Agreement or on which the Consultant's Key Personnel's Services are no longer needed for the Project.
- (g) *Contractor*. The firm, corporation, partnership, joint venture, or other entity that enters into a contract with the Commission to perform work, including but not limited to planning, design and construction as required in order to complete the Project.
- (h) *Day*. Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for any federal holidays or State of Illinois holidays.
- (i) *Deliverables*. The Project Development Services and related responsibilities requested by the Commission, including those outlined in this Agreement, included in the Request for Proposal, and any other services and or responsibilities requested by the Commission under this Agreement, as necessary to effectively perform the Services as defined herein.
- (j) *Equipment*. The physical resources, tangible, or intangible, including but not limited to, hardware, firmware or software enabling the Consultant to perform the Services under this Agreement.
- (k) *Executive Director*. The person employed by the Commission as its Executive Director or designee.
- (l) *Joint Venture*. An association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge.

- (m) *Key Personnel.* Key Personnel means those job titles and persons as identified and accepted in Consultant's proposal and any others so identified and accepted by the Commission to perform project the services for the Commission's Projects.
- (n) *"OCDM" (or 'the System').* OCDM or the System refers to the PBC's designated On-line Collaboration and Document Management system. It shall be used by the Consultant to track the Work, manage Project(s), and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative
- (o) *Request for Staffing.* A request issued by the Commission to Consultant requesting submittal of resumes of qualified Key Personnel to provide Services as needed for the Project.
- (p) *Parties.* Commission and Consultant and their respective successors and assigns.
- (q) *Personnel Approval Request or "PAR."* A written approval of staffing of Key Personnel issued by the Commission establishing the start date, anticipated Completion Date and rates for each Key Personnel.
- (r) *Project.* Includes but is not limited to the acquisition, demolition, renovation, development, planning, design, construction, and/or improvement of buildings, facilities and other improvements undertaken by the Commission at the request of the User Agency.
- (s) *Services.* The duties, responsibilities and tasks that are necessary in order for the Consultant to provide the requested services, including but not limited to project management, project development, cost management, contract administration, document control, closeout and all other responsibilities identified by the Commission for the ongoing development of the Commission's Projects. Consultant shall provide Key Personnel to the Commission in the performance of the Services.
- (t) *Subconsultant.* Any person or entity hired or engaged by the Consultant to provide any part of the Services required under the terms of this Agreement.
- (u) *User Agency.* The municipal corporation, governmental agency, or agencies which requested the Commission to undertake the acquisition, demolition, renovation, development, planning, design, construction, and/or improvement of a Project(s).

## **Section 2.02     Usage and Conventions**

- (a) *Captions and Headings.* The captions and headings of the various sections of the Agreement are used solely for reference purposes and do not construe, nor will they be deemed or used to construe, interpret, limit, or extend the meaning or scope of any work, clause, paragraph, or provision of the Agreement.
- (b) The term "include," in all its forms, means "include, without limitation" unless stated otherwise.
- (c) The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this entire Agreement and not to any particular provision hereof.
- (d) The headings and captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
- (e) The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other theory extends, and such phrase shall not mean "if".
- (f) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the

next succeeding business Day.

- (g) The words "any", "either" or "or" are not exclusive, unless the context otherwise requires.
- (h) References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder.
- (i) References to any agreement or contract are to that agreement or contract as amended, modified, or supplemented from time to time in accordance with the terms thereof.
- (j) References to any person include the successors and permitted assigns of that person.
- (k) References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.
- (l) References to "\$" are to United States Dollars.
- (m) Terms of one gender imply the other gender(s) unless the context clearly indicates otherwise. Use of the singular includes the plural and vice versa.

### **Article III. INCORPORATION OF DOCUMENTS**

The following documents are incorporated in and made a part of this Agreement. By executing this Agreement, the Consultant acknowledges that Consultant is familiar with the contents of each of said documents and will comply fully with any and all applicable portions of them in performing the Services.

**Section 3.01** Policies Concerning MBE and WBE. The Consultant hereby acknowledges that the Commission is committed to building the capacity of Minority-Owned Business Enterprises ("MBEs") and Women-Owned Business Enterprises ("WBEs") to participate in all facets of the PBC's activities, including the development and management of its design and construction programs. To that end, the Commission intends to negotiate the substance and level of MBE and WBE participation in the Project. The Consultant hereby affirms its commitment to the Commission's 50% aggregate MBE/WBE program and goals. The Commission reserves the right to assign certain contracts with MBEs and/or WBEs that are currently providing services to the Commission. The Commission's policies concerning utilization MBEs and WBEs is included as Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services, as the same may be revised from time to time.

**Section 3.02** Exhibits and Schedules. All Exhibits and Schedules attached hereto at the time of execution are a part of and fully incorporated into this Agreement.

**Section 3.03** PBC Errors & Omissions (E & O) Committee Manual. The PBC E & O Manual may be amended from time to time. Any updates or revisions will be provided to the Consultant for project management as part of its change to management responsibilities. The Consultant is responsible for providing its Key Personnel with any updates to the PBC E & O Manual.

### **Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES**

**Section 4.01** Engagement. The Commission hereby engages the Consultant, and the Consultant hereby accepts said engagement, to provide the Services, Deliverables and Task Orders described in this Agreement, including any amendments thereto as provided below in Section 4.13. During the term of this Agreement, the Commission may, from time to time, request that the Consultant perform services or deliver items not specified in Exhibit A, but which are related to the services encompassed within this Agreement ("Additional Services"). The Consultant hereby agrees to perform said Additional Services upon receipt of prior written authorization from the Commission, said notice shall define the scope of such Additional Services and the compensation payable to the Consultant for the full performance of the Additional Services to the complete satisfaction of the Commission.

#### **Section 4.02     Performance Standard.**

- (a) The Consultant represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness, and diligence. The Consultant further represents and agrees that the Services will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. Failure by the Consultant or Consultant's Key Personnel to adequately perform its obligations under this Agreement, as solely determined by the Commission, will be deemed an Event of Default subject to Article X of this Agreement and subject Consultant to all obligations of indemnification as provided for in Article VIII of this Agreement.
- (b) The Consultant shall ensure that all Services that require the exercise of professional skills or judgment are accomplished by qualified professionals competent in the applicable discipline and appropriately licensed, if required by law. The Consultant shall maintain current copies of any such licenses and, upon request, provide such copies to the Commission. The Consultant will remain responsible for the professional and technical accuracy of all Services furnished, whether by the Consultant or Subconsultants on its behalf. All Deliverables shall be prepared in a manner satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement. If in the course of performing its Services, the Consultant identifies any condition, situation, issue, or problem that may impact on the performance of the Services or the Project, Consultant shall promptly notify the Commission.

#### **Section 4.03     Key Personnel.**

- (a) The Consultant shall assign at all times during the term of this Agreement the number of experienced, appropriately trained Key Personnel necessary for the Consultant to adequately and timely perform the Services in the manner required by the Agreement. Consultant hereby agrees it shall not reassign or replace any Key Personnel without the prior written consent of the Commission. The Commission may at any time upon written notice notify the Consultant that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed on Exhibit F to this Agreement. Upon the Consultant's receipt of such notice, Consultant must immediately suspend the identified Key Personnel from performing Services under this Agreement and, if required, must immediately replace him, her or them with a person possessing comparable professional credentials and experience. Such replacements are subject to a PAR issued by the Commission. In the event the Consultant is unable to find an adequate replacement, Consultant must immediately notify the Commission. The Commission has the sole right to accept or reject any suggested replacement of any Key Personnel. In the event Consultant is unable to replace the Key Personnel with an acceptable replacement, the Commission reserves its right to engage any replacement Key Personnel from a different project development service provider. In that event, the Commission's election to engage replacement Key Personnel from a different project development service provider shall not be considered a breach of the Agreement and the Consultant shall not be entitled to any further fees or damages, including but not limited to expectation damages, from the Commission.
- (b) Consultant shall conduct criminal and background checks on Key Personnel prior to Consultant submitting a PAR to the Commission. The results of any/all criminal background checks must be submitted with each PAR or as otherwise required by the Commission. In the event a criminal or background check produces a record concerning Key Personnel, the Commission shall have the right to reject the applicable Key Personnel or immediately suspend the Services of the assigned Key Personnel and Consultant shall be responsible for replacing the Key Personnel in accordance with Section 4.03(a) herein. In conducting the criminal and background checks, Consultant shall:
  - (i) Verify the identity of all Key Personnel by viewing a copy of a current government issued photo identification card, passport, or driver's license;
  - (ii) Conduct child abuse registry checks in the state of Illinois and all states of residency for the time period of January 2014 through the date Key Personnel is submitted for consideration by the Commission;



- (iii) Conduct criminal history checks with the state of Illinois and all states of residency for the time period of January 2014 through the date Key Personnel is submitted for consideration by the Commission;
- (iv) Review the results of the background checks and take appropriate action, including but not limited to disclosing any information obtained from the background checks conducted on Key Personnel already engaged by the Commission pursuant to this Agreement.

**Section 4.04     Adequate Staffing.**

- (a) The Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement adequate Key Personnel that are fully equipped, licensed as appropriate, available as needed and qualified to perform the Services. The Consultant shall disclose all Key Personnel and their positions in Exhibit F to this Agreement. The Consultant shall update Exhibit F as needed for the duration of this Agreement. The Consultant shall provide Key Personnel (as approved by the Commission) calculated on a forty (40) hour work week.
- (b) The Consultant may submit a notice, in writing to the Commission, requesting a revision to the level of staffing subject to the written approval of the Commission. In the event that the Consultant fails to adequately staff a Project or timely perform its obligations under this Agreement, and the Contractor and/or Subcontractor files a claim for delay damages as a result of such failures, the Consultant shall be liable to the Commission and the User Agency for any delay damages due the Contractor and/or Subcontractor for delays caused by the Consultant's failure to adequately staff the Project with Key Personnel or Key Personnel's failure to adequately perform the Services.

**Section 4.05     Nondiscrimination.** The Consultant agrees that in performing under this Agreement, the Consultant shall not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The Consultant certifies that he/she/they are familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 et seq; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant further agrees to furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, administration, or compliance with the above-mentioned laws and regulations.

**Section 4.06     Employment Procedures; Preferences and Compliance.** Salaries of Consultant's Key Personnel performing work under this Agreement, shall be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions that are mandatory or permitted by applicable law or regulations. The Consultant certifies that he/she/they are familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Consultant will also comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect "kick-back", as defined in any of the above-mentioned laws and regulations, the Commission shall withhold from the Consultant, out of payments due to the Consultant, an amount sufficient to pay any underpaid Key Personnel the difference between the salaries required to be paid under the law and this Agreement and the salaries actually paid such Key Personnel for

the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective Key Personnel to whom they are due, as determined by the Commission in the Commission's sole discretion.

**Section 4.07**     MBE and WBE Certification. Upon execution of this Agreement, Consultant shall provide a current certification issued by the City of Chicago or County of Cook designating the Consultant as a certified MBE or WBE if applicable. Said certification shall be maintained for the duration of this Agreement and to the extent necessary renewed certifications shall be provided to the Commission.

**Section 4.08**     Records. The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by the Consultant, Key Personnel and any Subconsultant engaged in connection with the Project, and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices as well as the requirement of the Local Records Act, 50 ILCS 205/1, et. seq. The Commission may examine and/or request any/all such records upon reasonable notice. The Consultant shall retain all such records for a period of not less than ten (10) calendar years after the termination or expiration of the Agreement. However, if there is a disagreement over fees or a dispute between the Commission and the Consultant, or if a claim or dispute pertaining to the Project, and/or Services, is filed by the Contractor, then Consultant must retain all such records for five (5) calendar years from the date of the claim or dispute, or until a final resolution of the matter, whichever occurs later.

**Section 4.09**     Compliance with Laws. In performing its Services under this Agreement, the Consultant must comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to, those referenced in Sections 4.05, 4.06 and 4.10.

**Section 4.10**     Inspector General. The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General ("OIG") of the User Agency and the City in any investigation or hearing undertaken pursuant to the Intergovernmental Agreement dated January 1, 2015 as amended on December 7, 2018 and December 31, 2023 between the City and the PBC, Chapter 2-56 of the Chicago Municipal Code and the Memorandum of Understanding between the PBC and the OIG. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the OIG of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such OIG that has been promulgated by such User Agency.

**Section 4.11**     PBC Ethics Policy.

The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at [https://www.pbcchicago.com/wp-content/uploads/2017/05/RES\\_PBC\\_ecr\\_CodeofEthicsConsolApril-2013\\_20130405.pdf](https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_ecr_CodeofEthicsConsolApril-2013_20130405.pdf) and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section shall be voidable by the Commission.

**Section 4.12**     Defects in Project. The Consultant and/or its Key Personnel must immediately notify the Commission if the Consultant and/or any of its Key Personnel obtain knowledge of an issue or circumstance which could result in a delay in the performance of Services or a significant problem in connection with the Project, including but not limited to construction defects, cost overruns, scheduling delays or construction delays.

**Section 4.13**     Amendments to this Agreement. The Commission may from time-to-time request changes to the terms and provisions of the Agreement, Services, Deliverables or Task Orders. Such changes, including any increase or decrease in the amount of compensation and any revisions to the description, scope, detail, or duration of the Services, which are mutually agreed upon by and between the Commission and the Consultant, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any additional payment to the Consultant until and unless a written amendment is executed by the

Consultant and the Commission.

**Section 4.14**     Debarred Entities or Individuals. Consultant represents and agrees it shall not use any business or individual who is disqualified by the Commission or debarred by the City, sister agencies, local, state or federal agencies.

**Section 4.15**     On-Line Collaboration System. The Consultant shall use the Commission's System, i.e., electronic document management system, currently the "OCDM" (or "the System") in performing the Services. The Consultant shall follow the Commission's procedures, and submit progress reports and other Deliverables through the System (or any other system designated by the Commission). Prior to providing any Services, all Key Personnel must attend courses and receive training on the System (or any other system designated by the Commission) provided by or on behalf of the Commission. Any Key Personnel time and/or costs incurred by the Consultant as a result of the attendance by the Consultant's Key Personnel at System (or any other system designated by the Commission) training courses shall not be compensable by the Commission.

**Section 4.16**     Subconsultant Terms and Conditions. The Consultant shall include a provision in any agreements that the Consultant enters into with any Subconsultant for the performance of the Services that declares the Subconsultant shall comply with all terms and conditions of this Agreement in its performance of its portion of any Services. In addition, each agreement Consultant enters into with any Subconsultant for the performance of Services shall provide that the Commission is a third-party beneficiary of the agreement and the Commission may enforce any of this Agreement's terms including, but not limited to, those pertaining to standard of performance, indemnity and insurance. Consultant shall ensure that the Subconsultant complies with all insurance requirements as set forth in Article IX herein. Nothing in this Agreement, nor any amendment to this Agreement shall state, imply, or be construed to state or imply that the Commission or its User Agency are indemnitors or insurers of Consultant or Consultant's Subconsultants. Consultant's engagement of a Subconsultant shall require prior written approval of the Commission.

## **Article V.        TERM, SUSPENSION AND TERMINATION**

**Section 5.01**     Term. The initial term of this agreement shall be five (5) years ("Initial Term") with an option for three (3) additional one (1) year extensions ("Additional Term") which may be exercised at the sole discretion of the Commission. The same terms and conditions applicable to the Initial Term shall be applicable to any Additional Terms. The Commission shall give the Consultant no less than thirty (30) days notice of the Commission's intent to exercise its option to extend the Agreement for any Additional Term.

**Section 5.02**     Termination by the Commission. The Commission shall have the right, at any time, to terminate the term of this Agreement in whole or in part, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of the termination (the "Termination Notice"). Termination shall be deemed after the date of the Termination Notice (the "Termination Date"). Provided Consultant is not in default under this Agreement at the time of the Termination Notice, the Commission will pay the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the Termination Date. The Commission may exercise any right to set off regarding the Consultant's failure to properly perform any Services, including but not limited to pending Contractors' or Subcontractors' delay claims, from payments that are due to Consultant.

**Section 5.03**     Suspension by the Commission. The Commission has the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice (the "Suspension Notice") given to the Consultant at least five (5) days before the effective date of suspension (the "Suspension Date"). Upon receipt of the Suspension Notice the Consultant must wind down its Services and demobilize from any Project site. Provided the Consultant is not in default under this Agreement at the time of the Suspension Notice, the Commission will pay the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for the periods up to the Suspension Date.

- (a) During the period the Consultant's performance is suspended, the Consultant shall not incur fees or bill the Commission, except for Consultant's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Consultant's invoices or claims). The Consultant may bill such

time spent during a suspension only if the Consultant's participation is requested by the Commission and only for the time of one individual per meeting. Commission will pay for such time at the applicable hourly billing rate set forth in Schedule B. Participation in meetings at the request of the Commission shall not be considered a resumption of the Consultant's Services or a withdrawal or waiver of the Suspension Notice.

- (b) If the Consultant is required to resume its Services under this Agreement, the Commission shall issue a written notice ("Revocation of Suspension") allowing Consultant a reasonable period not to exceed ten (10) days to remobilize itself. The Consultant may bill for the reasonable time spent on remobilization so long as the Commission's Suspension Notice was not issued for cause attributable to the Consultant. The Commission will pay for such remobilization as is reasonable and billed at the hourly rate for one Senior Project Manager or less at the hourly billing rate set forth in Schedule B. The Consultant will recommence its Services as of the date of the Revocation of Suspension and may resume billing in accordance with the terms of the Agreement.

**Section 5.04**     Effect of Termination or Suspension.     Termination or suspension of this Agreement in whole or in part does not relieve the Consultant from liability to indemnify the PBC or User Agency as provided in this Agreement or from Consultant's performance of any obligation under this Agreement that was performed or was to have been performed by the Consultant on or before the Termination Date or Suspension Date. In no event shall the Commission be liable to the Consultant for any loss, costs, or damages, including lost profits, which the Consultant or its Subconsultants or any other party may sustain by reason of the termination or suspension of this Agreement. The PBC may authorize limited continuation of services solely for those matters initiated prior to the Completion Date as its sole discretion.

## **Article VI.     COMPENSATION OF CONSULTANT**

**Section 6.01**     Compensation. The Commission will compensate the Consultant for the Services and any Additional Services at the hourly rate and manner set forth in Schedule B.

**Section 6.02**     Maximum Compensation. The Consultant's maximum compensation under this Agreement for all Services, shall be Twenty Million Dollars (\$20,000,000). The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. The Consultant shall submit all invoices, including a cover page, as directed by the Commission. Failure to submit accurate and/or timely invoices through the System will result in delayed or non-payment to the Consultant.

## **Article VII.     RIGHTS AND OBLIGATIONS OF COMMISSION**

**Section 7.01**     General and Specific. In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, the Commission has the following rights and obligations, in addition to those provided elsewhere in this Agreement:

**Section 7.02**     Information. The Commission shall provide Consultant with all information reasonably required concerning the Commission's requirements for the Project and the Services.

**Section 7.03**     Audits. The Commission shall have the right to audit the books of the Consultant and its Subconsultants on all subjects relating to the Project and/or the Services provided pursuant to the Agreement.

**Section 7.04**     Legal, Auditing, and other Services. The Commission shall arrange and pay for such legal, auditing, insurance counseling, and other services as the Commission, in its sole discretion, may determine to be required for the Project. Such payments will not include legal or auditing expenses arising out of or relating to failure to perform by Key Personnel of the Consultant or its Subconsultants.

**Section 7.05**     Ownership of Documents. All documents, data, studies, and reports prepared by the Consultant or its Subconsultants pertaining to the Project and/or the Services will be the property of the Commission.

The parties agree that, to the extent permitted by law, all Project drawings, specifications and other design documents related to the Services will conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 et seq., and that the Commission, the User Agency and their successors and assigns, will be the copyright owner of all aspects, elements, and components of them in which copyrights can subsist.

## **Article VIII. INDEMNIFICATION**

**Section 8.01** Professional Indemnity. The Consultant shall indemnify, defend and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees ("Indemnified Parties") free and harmless from and against all claims, including but not limited to Contractors' or Subcontractors' delay damages claims, demands, suits, losses, costs and expenses, including reasonable attorneys' fees and expenses court costs and experts' fees, that are claimed to be the result of: (i) Consultant's, Subconsultant's or Consultant's Key Personnel's failure to perform under this Agreement and such failure to perform shall be solely determined by the Commission as provided for in Section 4.02 herein; (ii) Consultant's, Subconsultant's or Consultant's Key Personnel's negligent acts; (iii) Consultant's, Subconsultant's or Consultant's Key Personnel's misconduct in the performance under this Agreement.

**Section 8.02** General Indemnity. For all other claims, including but not limited to claims for personal injury or workers' compensation claims made by Consultant's Key Personnel or Consultant's Subconsultants, Consultant shall protect, indemnify, defend and hold the Indemnified Parties free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the attorneys' fees and expenses, court costs and experts' fees, that may arise out of or be based on any injury to persons or property that are claimed to be the result of the Consultant's, Consultant's Subconsultant or Consultant's Key Personnel's performance under or in connection with this Agreement.

The indemnification obligations provided in this Article VIII will be effective to the maximum extent permitted by law. This indemnity extends to reasonable legal costs, including, without limitation: attorneys' fees, costs, liens, judgments, settlements, penalties, experts' fees, professional service fees, or other expenses incurred by the Indemnified Parties, including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Agreement. Further, the indemnity contained in this section will survive the expiration, Date of Suspension or Date of Termination of this Agreement. For claims subject to the General Indemnity, the Consultant shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subconsultant, agents or servants of the Consultant or its Subconsultants, Contractors or Subcontractors, even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties. An Indemnified Party will have the right, at its sole option, to choose legal counsel (the costs of which to be reimbursed by Consultant) and to participate in the defense of any such suit, without relieving the Consultant of its obligations hereunder.

**Section 8.03** Waiver. To the extent permissible by law, the Consultant waives any limits to the amount of its obligations to indemnify or contribute to any sums due pursuant to Consultant's obligations. Notwithstanding the foregoing, nothing in this Article VIII obligates the Consultant to indemnify an Indemnified Party for the Indemnified Party's own negligence or willful misconduct. Defense costs shall be allocated on a comparable fault basis.

## **Article IX. INSURANCE MAINTAINED BY THE CONSULTANT AND SUBCONSULTANT**

**Section 9.01** Insurance. The Consultant shall purchase and maintain at all times during the Term of this Agreement and any extensions thereto, for the benefit of the Commission, the User Agency and their respective Board members, employees, elected and appointed officials and representatives, the Consultant, and Consultant's Key Personnel insurance coverage which shall insure the Commission, the User Agency and their respective Board members, employees, elected and appointed officials and representatives and the Consultant against claims and liabilities which could arise out of the performance or failure to perform Services, including the insurance coverages set forth in Exhibit G to this Agreement.

**Section 9.02** Consultant shall ensure that any Subconsultant engaged by Consultant to perform Services shall purchase and maintain at all times during the term of Subconsultant's engagement, for the benefit of the Commission, the User Agency and their respective Board members, employees, elected and appointed officials and representatives and Subconsultant, insurance coverage which will insure the Commission, the User Agency and their respective Board members, employees, elected and appointed officials and representatives and the Subconsultant against claims and liabilities which could arise out of Subconsultant's performance or Subconsultant's failure to perform Services, including the insurance coverages set forth in Exhibit G to this Agreement. In the event Subconsultant elects not to procure and maintain insurance as provided for herein, Contractor shall name Subconsultant as an additional insured on Consultant's insurance policy and proof of insurance shall be provided to the Commission prior to Subconsultant's performance of any Services. In the event Subconsultant fails to procure and maintain the requisite insurance and Consultant fails to identify Subconsultant as an additional insured on Consultant's insurance policy, Consultant agrees and understands that Consultant shall be solely responsible for full and complete indemnification of the Indemnified Parties for any and all claims associated with Subconsultant's performance or Subconsultant's failure to perform.

## **Article X. DEFAULT**

**Section 10.01** Events of Default. Any one or more of the following occurrences shall constitute an Event of Default by the Consultant under this Agreement for which Consultant shall have ten (10) days to cure following issuance of a written notice of default by the Commission ("Notice of Default"):

- (a) Failure or refusal on the part of the Consultant, Subconsultant or Key Personnel to duly observe or perform any obligation or agreement on the part of the Consultant contained in this Agreement and any amendments thereto or Request for Proposal, in a timely manner and with such professional skill and diligence as necessary to ensure the orderly progress of the Project, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10)-day period) after the date on which written notice of it has been given to the Consultant by the Commission;
- (b) Any negligent or intentional misrepresentation made by the Consultant relative to: (i) Services performed; (ii) Key Personnel's ability to perform the Services; (iii) Consultant's capability to adequately staff the Projects; or (iv) Consultant's, Subconsultants', or Key Personnel's failure to timely provide the Deliverables as required by this Agreement;
- (c) The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated bankrupt or insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of all or any substantial part of its assets or properties, or if it or its principals take any action in furtherance of any of the foregoing;
- (d) Failure of the Consultant to comply at all times with the requirements of relevant Federal, State, and Municipal Codes, Rules, Regulations, including but not limited to Chicago Municipal Code Section 4-6- 250 and Chicago Municipal Code Section 4-6-260.
- (e) Any proceeding is commenced against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days following commencement of the proceeding, or appointment of, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days of the appointment.

- (f) The Consultant's material failure or refusal to perform or reperform any of its obligations or Services in a timely manner and with a degree of skill consistent with the Performance Standard as set forth in Section 4.02 of this Agreement, including but not limited to any of the following:
- (i) Failure of Consultant, Subconsultant or Key Personnel, due to a reason or circumstance within the Consultant's reasonable control, to timely perform or reperform the Services with sufficient and adequate skilled personnel and equipment or with sufficient material to ensure the performance of the Services according to this Agreement;
  - (ii) Failure to properly perform or re-perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (iii) Failure to promptly reperform within a reasonable time the Services that were rejected as erroneous or unsatisfactory in accordance with this Agreement;
  - (iv) Discontinuance of the Services for reasons within the Consultant's reasonable control;
  - (v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination; or
  - (vi) Any change in ownership or control of the Consultant without prior written approval of the Executive Director, which approval the Executive Director will not unreasonably withhold.
- (g) The Consultant's default under any other agreement it presently may have or may enter into with the Commission, the User Agency, or any other governmental agency. Consultant acknowledges that in the event of a default under any such agreement, the Commission may also declare a Default under this Agreement.

**Section 10.02** Commission's Right in Event of Default. If an Event of Default occurs and Consultant fails to cure said Event of Default, then the Commission may exercise any right, power or remedy permitted to it by law or in equity it has, in particular, without limiting the generality of the foregoing, the right to terminate the Agreement upon written notice to the Consultant, in which event the Commission has no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination, subject to set off of any claims of the Commission against the Consultant for failure to properly perform Services, including but not limited to contractors' pending delay claims resulting from Consultant's failure to properly and/or timely perform Services. No courses of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right will operate as a waiver of such right or otherwise prejudice the Commission's rights, powers, or remedies. The Commission's decision to Terminate the Agreement is not subject to claim or dispute under Article XI. The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to, the Consultant's failure to perform or reperform Services in a timely manner or failure to adhere to the terms of this Agreement.

**Section 10.03** Remedies Not Exclusive. No right or remedy in this Agreement conferred upon or reserved to the Commission is exclusive of any right or remedy provided or permitted under this Agreement or by law or equity, but each shall be cumulative of every other right or remedy given in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

## **Article XI. CLAIMS AND DISPUTES**

**Section 11.01** General. All claims by the Consultant ("Claim") arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including questions concerning entitlement for additional compensation for Services performed or Deliverables provided by the Consultant, its Key Personnel or Subconsultants, and all claims for alleged breach of contract must first be presented by the Consultant to the Authorized Commission Representative for resolution. In the event the Consultant and the Authorized Commission Representative cannot resolve the Consultant's Claim, the Consultant must file a written dispute ("Dispute") to the Executive Director for final determination, subject to Section 11.04 below.

**Section 11.02** Continuing Services. Unless requested by the Commission to suspend Services, Consultant agrees that the Services shall not be stopped or slowed in any way during the pendency of a Claim or Dispute. Consultant, Consultant's Key Personnel and Consultant's Subconsultants shall continue to perform the Services pending final resolution of a Claim or Dispute.

**Section 11.03** Claim Procedure. The Consultant shall make all requests for determination of Claims in writing, specifically referencing this Section, and shall include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Consultant; 3) the facts underlying the Claim; 4) reference to the applicable provisions of the Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution of the Claim; and 6) all documentation which describes and relates to the Claim. The Authorized Commission Representative shall have thirty (30) business days to respond in writing to the Claim by supplementing the submission or providing its own submission. The Authorized Commission Representative will attempt to negotiate a resolution of the Claim by agreement, but if a negotiated resolution is not achieved, the Authorized Commission Representative shall provide a written ruling within sixty (60) days of receipt of the Claim instructing the Consultant that any dispute ("Dispute") must be filed with the Executive Director within thirty (30) days from the date of the ruling. If the Consultant fails to file a Dispute within thirty (30) days following the ruling by the Authorized Commission Representative, the Consultant shall be deemed to have accepted the ruling and waived its right to challenge it.

**Section 11.04** Dispute Procedure. In the event that the Authorized Commission Representative and Consultant cannot resolve the Claim, the Consultant may file a written Dispute with the Executive Director for final determination. The Dispute submission shall contain the information required in Section 11.03 above and a copy must be simultaneously provided to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within thirty (30) days and simultaneously provide a copy of its response to Consultant. The Authorized Commission Representative may request an additional thirty (30) day extension be granted by the Executive Director. Consultant may file a reply with the Executive Director thirty (30) days after the Authorized Commission Representative filed its response. Consultant shall simultaneously provide a copy of its reply to the Authorized Commission Representative. Consultant may request an additional fifteen (15) day extension to file its reply be granted by the Executive Director.

**Section 11.05** Executive Director's Final Determination. The Executive Director's final determination ("Final Determination") shall be rendered in writing no more than forty-five (45) business days after the reply by Consultant was filed or was due, unless the Executive Director notifies the Consultant and the Authorized Commission Representative that additional time for the Final Determination is necessary. In the event the Consultant disagrees with the Executive Director's Final Determination, the Consultant may file a common law *writ of certiorari* in the Circuit Court of Cook County which shall be the sole and exclusive remedy of the Consultant. However, the Consultant must have followed the procedures in this section as a condition precedent to filing a common law *writ of certiorari*. The Consultant shall not withhold performance of any Services required by the Commission under this Agreement during the pendency of a Dispute.

**Section 11.06** Consultant Self-Help Prohibited. The Consultant shall not withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, refusing to timely make recommendations on general contractor claims, or refusing to promptly issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as Subconsultants, the Contractor, Subcontractors, or the Project Schedule. Doing so to gain potential leverage in negotiating or settling the Consultant's Claim and/or Dispute against the Commission or User Agency shall constitute bad faith on the Consultant's part and shall be deemed a failure to perform and an Event of Default under this Agreement.

## **Article XII. CONFIDENTIALITY**

All of the Deliverables, including but not limited to reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and except as may be necessary to perform the Services, the Consultant shall not make any Deliverables, including but not limited to reports, information or data available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements, or other materials concerning the Agreement, the Project, or the Services. Consultant acknowledges that it is entrusted with or has



access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. If the Consultant is served with a subpoena requiring the production of documents or information which is deemed confidential, the Consultant shall immediately notify the Commission in writing and provide a copy of the subpoena to the Commission in sufficient time for the Commission to attempt to quash or take other action in relation to the subpoena.

### **Article XIII. ASSIGNMENT**

The Consultant acknowledges that the Commission is induced to enter into this Agreement by the professional qualifications of the principals, staff and employees of the Consultant and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Consultant undergoes a change in control, the change in control is deemed an assignment of the Agreement; a change in control is defined as a transfer of more than fifty percent (50%) of the equity ownership of the Consultant during any 12-month period. An assignment by the Consultant without the prior written approval of the Commission shall be deemed an Event of Default and the Commission shall have the right to immediately terminate the Agreement without fault or responsibility. The Commission expressly reserves the right to assign or otherwise transfer all or any party of its interest hereunder without the consent or approval of the Consultant.

### **Article XIV. RELATIONSHIP OF PARTIES**

Under this Agreement, the relationship of the Consultant to the Commission is that of an independent contractor, and the Consultant shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

### **Article XV. GENERAL**

**Section 15.01 Consultant's Authority.** The Consultant represents that its execution of this Agreement is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of the Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

**Section 15.02 Counterparts.** This Agreement may be executed in any number of counterparts, any of which will be deemed an original.

**Section 15.03 Entire Agreement.** This Agreement along with any attachments, schedules, exhibits, and amendments, constitutes the entire understanding and agreement between the parties to this Agreement and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged in this Agreement. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties.

**Section 15.04 Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and will be construed under and in accordance with the laws of the State of Illinois.

**Section 15.05 Time of Essence.** The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services and Deliverables is vital to the completion of the Project by the Commission. The Consultant shall use its best efforts to expedite performance of the Services and Deliverables and performance of all other obligations under this Agreement.

**Section 15.06 No Waiver.** The waiver by either party of any breach of this Agreement will not constitute a waiver as to any succeeding breach.

**Section 15.07** Notices. All notices required to be given under this Agreement must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Commission or to the Consultant at their respective addresses set forth herein, as appropriate. If given as provided in this Agreement, such notice is deemed to have been given if delivered by hand on the date of delivery, and if given by mail on the second business day after mailing. The Commission or the Consultant may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in this subparagraph.

If to the Commission:

Ray Giderof, Executive Director  
Richard J. Daley Center  
50 West Washington, Suite 200  
Chicago, IL 60602  
[ray.giderof@cityofchicago.org](mailto:ray.giderof@cityofchicago.org)

With a copy to:

Langdon D. Neal  
Neal & Leroy, LLC  
20 S. Clark Street, Suite 2050  
Chicago, Illinois 60603  
[lnal@nealandleroy.com](mailto:lnal@nealandleroy.com)

If to Consultant:

Patrick Cotter  
Cotter Consulting LLC  
100 South Wacker Drive, Suite 920  
Chicago, Illinois 60606  
[patrick.cotter@consertus.com](mailto:patrick.cotter@consertus.com)

With a copy to:

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**Section 15.08** Non-liability of Public Officials. No Board member, employee, agent, officer, or official of the Commission or the User Agency is personally liable to Consultant, its Key Personnel or its Subconsultants, and Consultant, its Key Personnel and its Subconsultants are not entitled to, and must not attempt to charge any of them with liability or expense or hold them personally liable to Consultant, its Key Personnel or its Subconsultants under this Agreement.

**Section 15.09** Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed from the Agreement and such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, the balance of which will remain in full force and effect; provided, however, that if such provision is deemed invalid, illegal or unenforceable as a matter of law, such provision will be deemed to have been modified so as to be valid, legal and enforceable to the maximum extent permitted by law.

**Section 15.10** Successors and Assigns. Except as otherwise provided herein, this Agreement is binding upon and inures to the benefit of each of the parties and their respective successors and assigns.

**Section 15.11** Non-appropriation of Funds. If funds have not been appropriated in full or in part, the Commission shall have the right to terminate this Agreement. The Commission will not authorize the Consultant to provide Services under this Agreement unless sufficient funds are appropriated to pay for the Services.

**Section 15.12** Firearms. The PBC is committed to providing a safe and secure workplace for the benefit of its employees, consultants, contractors, and the general public. Therefore, threatening behavior by any person on or about the PBC office premises, project sites, and any place in which PBC business is conducted, is prohibited. Further, possession of firearms, explosives, or other weapons anywhere on PBC property and project sites or while conducting PBC business is prohibited. Employees and contractors must, at a minimum, comply with all federal, state and local laws relating to the possession and use of firearms, including the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1, et. seq.; the Illinois Criminal Code – Article 5, Deadly Weapons, 720 ILCS 5/Art. 24 et. seq.; and the City of Chicago Firearms and Other Weapons Ordinance, Chicago Municipal Code, Sec. 8-24-005, et. seq. Further, as a condition of employment and/or contract, individuals may not bring weapons onto PBC premises or project sites (including parking lots), even in situations where such conduct would be allowed under the cited laws.

## **Article XVI. EXISTING CONTRACT DOCUMENTS**

The Contract Documents in existence at the time of execution of this Agreement include the Request for Proposal and any Addenda, all submitted documents from the Consultant in response to the same, including any/all information provided to the Commission deemed “confidential”, on which the Commission relied in selecting the Consultant, as well as the following:

As defined herein, the following Schedules and Exhibits are a part of and fully incorporated into this Agreement:

- Schedule A – Scope of Services
- Schedule B – Compensation and Reimbursement Terms of the Consultant and Rate Sheet
- Exhibit A – Legal Actions
- Exhibit B – Disclosure Affidavit
- Exhibit C – Disclosure of Retained Parties
- Exhibit D – Special Conditions Regarding Utilization of MBE and WBE Firms
- Exhibit E – Joint Venture Agreement & Affidavit
- Exhibit F – Key Personnel
- Exhibit G – Insurance Requirements for Project Development Services

**SCHEDULE A**  
**PROJECT DEVELOPMENT SERVICES**  
**OVERVIEW/SCOPE OF SERVICES**

**SCOPE OF SERVICES**

(a). The Commission has established a general management structure for developing and implementing capital projects. This structure provides for a division of responsibilities among internal Commission resources and firms specializing in PDS. Consultant shall exhibit the same level of professionalism and attention to detail as the Commission. The Consultant represents that it possesses the requisite abilities to provide any and all requested resources in a timely manner.

(b). The Consultant agrees to provide support which advances specific PBC projects, protect the PBC's operational and financial interests, balance diverse stakeholder requirements, and assist as requested in resolving issues amount other consultant resources. The Consultant and its Key Personnel agree to participate with the PBC team at a high level, with the ability to quickly recognize and assess issues and opportunities in the advancement of the Project. The Consultant represents it has the ability to provide responsive management and necessary personnel based on the Commission's plans of action.

(c). The Consultant agrees and acknowledges that it may have Project specific responsibilities and/or program wide responsibilities.

(d). Project responsibilities may include, but are not limited to, planning, design, and/or construction throughout the life of the Project. Project responsibilities may be coordinated with, and/or directed, by the Consultant's Key Personnel with support from the Commission and Project delivery resources. The Consultant agrees it may be accountable for all aspects of the Project and shall work with the Commission to ensure successful delivery. The Consultant agrees that it may also be required to assist the Commission in scope development for necessary professional services in addition to assisting with consultant selection and contract negotiation.

(e). The Consultant shall have Key Personnel and/or the ability to provide other key Project functions as necessary or as requested by the Commission, including, but not limited to:

- (i). Planning;
- (ii). Design and Engineering;
- (iii). Project Management;
- (iv). Change Management;
- (v). Cost Control;
- (vi). LEED Sustainability;
- (vii). Quality and Safety;
- (viii). Cost Estimating;
- (ix). Commissioning Expert(s);
- (x). MEP Coordinator(s);
- (xi). Environmental Management;
- (xii). Utility Coordination;
- (xiii). Scheduling;
- (xiv). Document Controls; and
- (xv). Contract Administration, including Payment, Submittal and RFI review and approval.

(f). The Consultant must demonstrate its ability to provide any and all requested personnel and/or support services in a timely manner, including but not limited to cellular phones, local and remote IT support services, personal and protective equipment ("PPE"), and computer systems.

(g). The Consultant represents and agrees that any and all PDS personnel will comply with any and all Commission rules, regulations, and requirements.

(h). The Commission requires the delivery of projects through consistent processes and procedures; however, the Consultant hereby acknowledges that the nature of the projects, and the methods by which each is to be implemented, may vary based upon client requirements and project complexity.

(i). The Consultant agrees to provide personnel and decision makers who will be highly flexible, knowledgeable of local regulatory requirements, responsive to regulatory changes, responsive to changes in market conditions, available, and capable to assist the Commission in successfully delivering a complex, high volume program.

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**SCHEDULE B**  
**COMPENSATION AND REIMBURSEMENT TERMS OF THE CONSULTANT**  
**AND**  
**RATE SHEET**

**(FORM FOLLOWS)**

**PROJECT DEVELOPMENT SERVICES – PS3103C**  
**SCHEDULE B – PROPOSED RATE SHEET**

**A. HOURLY RATES**

PERSONNEL		HOURLY RATE RANGE*	
1	Senior Project Manager	\$110.00	\$208.00
2	Project Manager	\$90.00	\$182.00
3	Assistant Project Manager	\$75.00	\$143.00
4	Change Management	\$75.00	\$143.00
5	Cost Control	\$50.00	\$130.00
6	LEED/Sustainability	\$75.00	\$208.00
7	Quality and Safety	\$75.00	\$208.00
8	Commissioning	\$75.00	\$208.00
9	MEP Coordination	\$75.00	\$208.00
10	Scheduling	\$75.00	\$208.00
11	Document Control	\$30.00	\$104.00
12	Utility Coordination	\$110.00	\$208.00
13	Other:	\$0.00	\$300.00
<p><b>*Notes:</b>            Consultants must comply with all requirements as described by the Commission relating to authorization and/or payment.</p> <p style="text-align: center;"><i>The Commission reserves the right to negotiate rates and/or titles of any/all Personnel.</i></p>			

**EXHIBIT A**  
**LEGAL ACTIONS**

**(FORM FOLLOWS)**



## EXHIBIT A – LEGAL ACTIONS

**FIRM NAME** Cotter Consulting

### I. LEGAL ACTIONS

If the answer to any of the questions below is **YES**, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and include the date(s) of filing with the corresponding dollar amount of claims (or judgments and the contract value of the contract).		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Within the past 3 years Cotter Consulting was a party to one lawsuit with regard to a contract. Cotter was one of several plaintiffs in a mechanics lien action against a private property owner. This matter-- Modernfold Chicago, Inc. v. Power Construction Company, et al., Cook County Case No. 20 CH 04722--was settled in 2023.

**EXHIBIT B**  
**DISCLOSURE AFFIDAVIT**

**(FORM FOLLOWS)**



## EXHIBIT B – DISCLOSURE AFFIDAVIT

### I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Patrick Cotter, as Vice President  
Name Title

and on behalf of Cotter Consulting, LLC  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	Cotter Consulting, LLC		
Address:	100 S. Wacker Drive, Suite 920		
City/State/Zip:	Chicago, Illinois, 60606		
Telephone:	312.483.7864	Facsimile:	
FEIN:	33-2275507	SSN:	
Email:	patrick.cotter@consertus.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

### II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Not-for-profit Corporation
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other: _____

## EXHIBIT B – DISCLOSURE AFFIDAVIT

### A. CORPORATIONS AND LLC'S

<b>State of Incorporation or Organization:</b>		Illinois	
<b>If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>City/State/ZIP:</b>	Chicago, Illinois, 60606		
<b>Telephone:</b>	312.483.7864		
<b>Identify the names of all officers and directors of the business entity.</b> <i>(Please attach list if necessary.)</i>			
<b>Name</b>		<b>Title</b>	
See attached		See attached	
<b>Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity.</b> <i>(Please attach list if necessary.)</i>			
<b>Name</b>	<b>Address</b>	<b>Ownership Interest Percentage</b>	
Consertus, Inc.	1111 Brickell Ave., Suite 100, Miami, Florida, 33131	100	%
			%
			%
<b>LLC's only, indicate Management Type and Name:</b>			
<input type="checkbox"/> Member-managed	<input checked="" type="checkbox"/> Manager-managed	<b>Name:</b>	Consertus, Inc.
<b>Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?</b>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>			

## EXHIBIT B – DISCLOSURE AFFIDAVIT

### B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

### C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

## EXHIBIT B – DISCLOSURE AFFIDAVIT

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### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
  - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

## EXHIBIT B – DISCLOSURE AFFIDAVIT

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### B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontract with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

### C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

## EXHIBIT B – DISCLOSURE AFFIDAVIT

---

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

### D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

### E. PUNISHMENT

1. A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local environmental restriction, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other environmental restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other environmental restriction.



## EXHIBIT B – DISCLOSURE AFFIDAVIT

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contractor's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

### H. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

### I. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.



Signature of Authorized Officer

**Patrick Cotter**

Name of Authorized Officer (Print or Type)

Vice President

Title

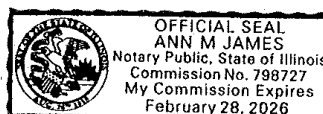
312.483.7864

Telephone Number

State of ILLINOIS  
County of COOK

Signed and sworn to before me on this 2nd day of October, 2025 by  
Patrick Cotter (Name) as Vice President (Title) of  
Cotter Consulting (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal



COTTER CONSULTING, LLC – OFFICERS

Name	Title
Roy Block	CEO
Chris Nelson	CFO, Secretary & Treasurer
Kevin Brown	CHRO
Anne Edwards-Cotter	Sr. VP
Patrick Cotter	VP
Matthew Hendrix	CLO
Vasan Srinivasan	COO

## EXHIBIT B – DISCLOSURE AFFIDAVIT

### I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Matt Hendrix, as Chief Legal Officer  
Name Title

and on behalf of Consertus, Inc.  
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	Consertus, Inc.		
Address:	1111 Brickell Ave, Suite 1000		
City/State/Zip:	Miami, Florida, 33131		
Telephone:	(713) 815-9778	Facsimile:	
FEIN:	26-0826579	SSN:	
Email:	matt.hendrix@consertus.com		
Nature of Transaction:			
<div style="display: flex; flex-direction: column; gap: 5px;"> <div><input type="checkbox"/> Sale or purchase of land</div> <div><input type="checkbox"/> Construction Contract</div> <div><input checked="" type="checkbox"/> Professional Services Agreement</div> <div><input type="checkbox"/> Other _____</div> </div>			

### II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Joint Venture | <input type="checkbox"/> Limited Liability Company<br><input type="checkbox"/> Limited Liability Partnership<br><input type="checkbox"/> Not-for-profit Corporation<br><input type="checkbox"/> Other: _____ |
|---|--|

## EXHIBIT B – DISCLOSURE AFFIDAVIT

### A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		Delaware	
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
City/State/ZIP:	Miami, FL 33131		
Telephone:	305-400-4362		
Identify the names of all officers and directors of the business entity. (Please attach list if necessary.)			
Name	Title		
See attached list	See attached list		
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.)			
Name	Address	Ownership Interest Percentage	
National CPMA LLC	1111 Brickell Ave., Miami, FL 33131	100 %	
		%	
		%	
LLC's only, indicate Management Type and Name:			
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name:	
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<small>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</small>			

## EXHIBIT B – DISCLOSURE AFFIDAVIT

### B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

### C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

## EXHIBIT B – DISCLOSURE AFFIDAVIT

### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official, thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1981, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this b.d. proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1981, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No. 5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
  - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

## EXHIBIT B – DISCLOSURE AFFIDAVIT

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### B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontract with any subcontractor if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

### C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

## EXHIBIT B – DISCLOSURE AFFIDAVIT

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If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

### D. OTHER TAXES/FEEs

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

### E. PUNISHMENT

1. A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local environmental restriction; (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other environmental restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other environmental restriction.



## EXHIBIT B – DISCLOSURE AFFIDAVIT

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contractor's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

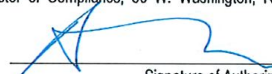
### H. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

### I. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.

  
Signature of Authorized Officer

**Matt Hendrix**

Name of Authorized Officer (Print or Type)

Chief Legal Officer

Title

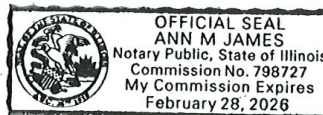
(713) 815-9778

Telephone Number

State of ILLINOIS  
County of COOK

Signed and sworn to before me on this 2nd day of October, 2025 by  
Matt Hendrix (Name) as Chief Legal Officer (Title) of  
Consensus Inc. (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal





## Attachment to Exhibit B – Disclosure Affidavit

Consertus, Inc.

### Officers and Directors

#### Officers:

- Roy Block, President and Chief Executive Officer
- Chris Nelson, Chief Financial Officer, Secretary, and Treasurer
- Vasan Srinivasan, Chief Operating Officer
- Kevin Brown, Chief Human Resources Officer
- Matt Hendrix, Chief Legal Officer
- Jordan Cram, Senior Vice President

#### Directors:

- Roy Block
- Christopher Lee
- Tony Brindisi
- Ashley Chang
- Patrick Sheridan

**EXHIBIT C**  
**DISCLOSURE OF RETAINED PARTIES**

**(FORM FOLLOWS)**

## EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

### Definitions and Disclosure Requirements

As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").

Commission bids, contracts, and/or qualification submissions must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

"Lobbyists" means any person who (a) for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

### Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant:

**EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate total whether paid or estimated)

☒ Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained

The Consultant understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Consultant's participation in the contract or other transactions with the Commission.

### EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Consultant and that the information disclosed herein is true and complete.



Signature

10/02/2025

Date

Patrick Cotter

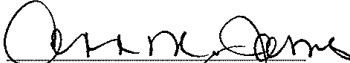
Name (Type or Print)

Vice President

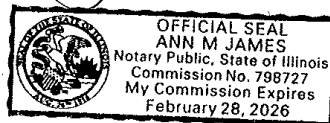
Title

Subscribed and sworn to before me

this 2nd day of October 2025



Notary Public



**EXHIBIT D**  
**SPECIAL CONDITIONS REGARDING THE UTILIZATION OF**  
**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**  
**FOR PROFESSIONAL SERVICES**

**(FORM AND SCHEDULES FOLLOW)**

# EXHIBIT D

## Special Conditions Regarding the Utilization Of Minority and Women Owned Business Enterprises for Professional Services

### 1. Policy Statement

- a. It is the policy of the Public Building Commission of Chicago ("PBC") to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Professional Service Provider must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The Commission requires the Professional Service Provider also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

### 2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.
- b. The contract specific goal for MBE/WBE participation is a minimum of 50% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both.
- c. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification..
- d. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

### 3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
  - (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
  - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
  - (3) "Construction Contract" means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.
  - (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform any anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
  - (5) "Contractor" means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
  - (6) "Established Business" means a person or entity granted certification by the City of Chicago.

- (7) "Executive Director" means the Executive Director of the Commission or his/her duly designated representative as appointed in writing.
- (8) "Good faith efforts" means actions undertaken by a Contractor to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.
- (9) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- (10) "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.
- (11) "Professional Service Provider" means any person or business entity that seeks to enter into Professional Service Contract with the Commission and includes all partners affiliates, and joint ventures of such person or entity.
- (12) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

#### 4. Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.
- c. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:
  - (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
  - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).



- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

## 5. Submission of Proposals

- a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
  - (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC accepts certification by the City of Chicago, and County of Cook.
  - (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
  - (3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
  - (4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.

## 6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his / her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii)

the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by.

7. Request for Waiver

- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
  - (1) Attendance at the Pre-bid conference;
  - (2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.
  - (3) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
  - (4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;
  - (5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/ associations;
  - (6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;
  - (7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;
  - (8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;
  - (9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.
  - (10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
    - i. The name, address and telephone number of MBE and WBE firms contacted;
    - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
    - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
  - (11) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation;
  - (12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion;
  - (13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
  - (14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.
  - (15) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
  - (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;

- (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Established Business Participation in the MBE and WBE Procurement Program

- a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:
  - (1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;
  - (2) For a one-year period starting on the one-year anniversary of the date the business entity became an established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.
  - (3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.
- b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.

9. Failure To Achieve Goals

- a. If the Contractor cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director shall consider, at a minimum, the Contractor's efforts to do the following:
  - (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  - (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  - (3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable.
  - (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
  - (5) Making a portion of the work available to MBE or WBE subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.
  - (6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a contract with its own organization. A Contractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
  - (7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.

- (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Contractor.
  - (9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
  - (10) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission Procurement Officer determines that the Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in the Section on Disputes.

#### 10. Reporting and Record-Keeping Requirements

- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.
- b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.
- c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

#### 11. Disqualification of MBE or WBE

- a. The Contract may be terminated by the Executive Director upon the disqualification of the Professional Service Provider as an MBE or WBE if the sub-consultants status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.
- b. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the sub-consultants or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the sub-consultant or supplier was misrepresented by the Professional Service Provider. If the Professional Service Provider is determined not to have been involved in any misrepresentation of the status of the disqualified sub-consultant or supplier, the Professional Service Provider shall make good faith efforts to engage a qualified MBE or WBE replacement.

#### 12. Prohibition On Changes To MBE/WBE Commitments

- a. The Professional Service Provider must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE sub-consultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a sub-consultant with the Professional Service Provider's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Professional Service Provider to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

#### 13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Contractor shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Contractor of

prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

- (1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work.
- (2) The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) unavailability after receipt of reasonable Notice to Proceed; b) failure of performance; c) financial incapacity; d) refusal by the subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.
- (3) The Contractor's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Contractor; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.
- (4) The Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section on Submission of Bid Proposals.
- (5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.
- (6) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) business days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
  - i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.
  - ii. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

#### 14. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

15. Severability

- a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

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## SCHEDULE B

### Joint Venture Affidavit (1 of 3)

*This form is not required if all joint venturers are MBE/Non-MBE or WBE/Non-WBE firms. In such case, however, a written joint venture agreement among the MBE/Non-MBE or WBE/Non-WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.*

A. Name of joint venture \_\_\_\_\_

B. Address of joint venture \_\_\_\_\_

\_\_\_\_\_

C. Phone number of joint venture \_\_\_\_\_

D. Identify the firms that comprise the joint venture

\_\_\_\_\_

\_\_\_\_\_

1. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E. Nature of joint venture's business

\_\_\_\_\_

\_\_\_\_\_

F. Provide a copy of the joint venture agreement.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? \_\_\_\_\_%

H. Specify as to:

1. Profit and loss sharing \_\_\_\_\_%

2. Capital contributions, including equipment \_\_\_\_\_%

3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE B**  
**Joint Venture Affidavit (2 of 3)**

4. Describe any loan agreements between joint venturers, and identify the terms thereof.

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- I. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

1. Financial decisions \_\_\_\_\_

2. Management decisions such as:

a. Estimating \_\_\_\_\_

b. Marketing and Sales \_\_\_\_\_

c. Hiring and firing of management personnel \_\_\_\_\_

d. Other \_\_\_\_\_

3. Purchasing of major items or supplies \_\_\_\_\_

4. Supervision of field operations \_\_\_\_\_

5. Supervision of office personnel \_\_\_\_\_

6. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

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7. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

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- J. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

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**SCHEDULE B**  
**Joint Venture Affidavit (3 of 3)**

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the Prime if the joint venture is a subcontractor.

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

\_\_\_\_\_  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)



# MBE/WBE Participation

## Diversity

Diversity is an integral part of our history and our development as a firm. As a WBE firm for 35 years, we were able to grow into the firm that we are today - 130+ staff in the Chicago area, and financially solid and highly capable - through opportunities provided to us by larger firms often in response to client goals. We are committed to paying it forward. The diverse teams that we build provide our partners with meaningful roles and opportunities to build experience and grow professionally.

We expect to exceed 50% WBE participation with a high-performance and collaborative project delivery team that includes Cullen Construction Management, Synnov Group, and Mathena Construction Group. Extended on-call resources HUSARCH and AltusWorks are also WBE firms.

Cullen, Synnov, HUSARCH and AltusWorks are WBE firms certified by the City of Chicago. Mathena's Cook County WBE certification is in progress.





4/25/25, 3:39 PM

B2Gnow

## Certification: View

Certification List

Submit Change Request

View Letters & Certificates

Add Date Alert

### Vendor Information

BUSINESS NAME	Cullen Development Group LLC DBA Cullen Construction Management
SYSTEM VENDOR NUMBER	20446998
PRIMARY OWNER'S NAME	Ms. Shaylyn Cullen
ETHNIC GROUP	Caucasian
GENDER	Female

### Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
EFFECTIVE DATE	4/3/2025
RENEWAL DATE	4/1/2026

### Contact Information

MAIN COMPANY EMAIL	shay@cullencm.com
MAIN PHONE	312-296-2772
MAIN COMPANY WEBSITE	<a href="http://www.cullencm.com">http://www.cullencm.com</a>

### Addresses

PHYSICAL ADDRESS	566 W. Adams Suite 440 IL Chicago, IL 60661 <a href="#">[map]</a>
MAILING ADDRESS	566 W. Adams Suite 440 Chicago, IL 60661 <a href="#">[map]</a>

### Business Capabilities



**SCHEDULE C**

**Letter of Intent from MBE/WBE (1 of 2)  
To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: Project Development Services

Project Number: PS3103

FROM:  
Cullen Development Group dba Cullen Construction Management  
\_\_\_\_\_  
(Name of MBE or WBE) MBE \_\_\_\_\_ WBE x

TO:  
Cotter Consulting and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

\_\_\_\_\_ a Sole Proprietor                      x a Corporation  
\_\_\_\_\_ a Partnership                      \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated April 3, 2025.  
In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Project Management, Construction Management, Cost Estimating, Project Controls, MEP Coordination

QA/QC Management,  
\_\_\_\_\_  
\_\_\_\_\_

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

Hourly rates  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SCHEDULE C**  
**Letter of Intent from MBE/WBE (2 of 2)**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier**

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

**SUB-SUBCONTRACTING LEVELS**

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.  
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Cullen Development Group dba Cullen Construction Management <i>Shaylyn Cullen</i>	
Name of MBE/WBE Firm (Print)	Signature
September 17, 2025	Shaylyn Cullen
Date	Name (Print)
312.296.2772	
Phone	

IF APPLICABLE:

BY:

Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBE ____ WBE ____ Non-MBE/WBE ____
Phone	





**TONI PRECKWINKLE**  
PRESIDENT  
**Cook County Board  
of Commissioners**

TARA STAMPS  
1st District

VACANT  
2nd District

BILL LOWRY  
3rd District

STANLEY MOORE  
4th District

MONICA GORDON  
5th District

DONNA MILLER  
6th District

ALMA E. ANAYA  
7th District

ANTHONY QUEZADA  
8th District

MAGGIE TREVOR  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

BRIDGET DEGNEN  
12th District

JOSINA MORITA  
13th District

SCOTT R. BRITTON  
14th District

KEVIN B. MORRISON  
15th District

FRANK AGUILAR  
16th District

SEAN M. MORRISON  
17th District

OFFICE OF CONTRACT COMPLIANCE

**Nicole Mandeville**

DIRECTOR, CONTRACT COMPLIANCE

161 N. Clark Street, Suite 2300 • Chicago, Illinois 60601 • (312) 603-5502

October 22, 2024

Asha Singh  
Synnov Group Inc.  
8604 West Catalpa Ave  
Suite 901  
Chicago, IL 60656

**Annual Certification Renewal: December 14, 2025**

Dear Ms. Singh:

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

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

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

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

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

**NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION**

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

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

Sincerely,

The Office of Contract Compliance



**SCHEDULE C**

**Letter of Intent from MBE/WBE (1 of 2)  
To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: Project Development Services

Project Number: PS3103

FROM:

Synnov Group Inc. MBE X WBE X  
(Name of MBE or WBE)

TO:

Cotter Consulting and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

                     a Sole Proprietor                      X a Corporation  
                     a Partnership                                           a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated October 22, 2024.  
In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Cost estimating, Document Controls, Construction Inspection  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

TBD  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SCHEDULE C**  
**Letter of Intent from MBE/WBE (2 of 2)**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier**

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

**SUB-SUBCONTRACTING LEVELS**

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.  
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY: Asha Singh

Synnov Group Inc.

Name of MBE/WBE Firm (Print)  
09/29/25

Date  
312-929-2217

Phone

Signature  
Asha Singh

Name (Print)

IF APPLICABLE:  
BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_







# HUSARCH



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

JAN 13 2022

Chyanne Husar  
HUSarchitecture, Inc.  
200 W. Madison, Suite 2100  
Chicago, IL 60606

Dear Ms. Husar:

We are pleased to inform you that **HUSarchitecture, Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **1/15/2027**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **1/15/2023, 1/15/2024, 1/15/2025 and 1/15/2026**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **1/15/2027**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **11/15/2026**.

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

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

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

*Handwritten signature/initials*



# HUSARCH

## SCHEDULE C

**Letter of Intent from MBE/WBE (1 of 2)  
To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: Project Development Services

Project Number: PS3103

FROM:

HUSARCH MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

Cotter Consulting and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

\_\_\_\_\_ a Sole Proprietor                      X \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                      \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated Jan. 13, 2022.  
In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Thought partner for LEED v.5 transition for PBC  
Energy modeling  
Envelope Cx.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

TBD



# HUSARCH

## SCHEDULE C

### Letter of Intent from MBE/WBE (2 of 2) To Perform As Subcontractor, Subconsultant, and/or Material Supplier

#### **PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

TBD

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---

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

#### **SUB-SUBCONTRACTING LEVELS**

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.  
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

HUSARCH

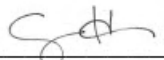
Name of MBE/WBE Firm (Print)

10/03/2025

Date

312.538.7212

Phone

  
Signature  
Chyanne Husar  
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



ALTUSWORKS INC.



**COOK COUNTY**  
OFFICE OF THE  
**Chief Procurement  
Officer**

161 N. Clark  
Suite 2300  
Chicago, Illinois 60601

June 30, 2025

Ellen Stoner, President  
AltusWorks, Inc.  
211 N. Clinton Street, Suite 3S  
Chicago, IL 60661

**Annual Certification Renewal: July 28, 2026**

Dear Ms. Stoner:

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

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

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

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

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

**NAICS Code:**

**NAICS 541310: Architectural Services**  
**NAICS 541350: Building Inspection Services**  
**NAICS 541350: Interior Design Services**

[www.cookcountyil.gov](http://www.cookcountyil.gov)



**SCHEDULE C**

**Letter of Intent from MBE/WBE (1 of 2)  
To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: Project Development Services

Project Number: PS3103

FROM:

AltusWorks, Inc. MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

Cotter, A Consortus Company and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

\_\_\_\_\_ a Sole Proprietor                      X a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated June 30, 2025.  
In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

envelope commissioning professional services  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

TBD  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SCHEDULE C**  
**Letter of Intent from MBE/WBE (2 of 2)**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier**

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

TBD  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

**SUB-SUBCONTRACTING LEVELS**

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.  
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.


If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

AltusWorks, Inc.  
Name of MBE/WBE Firm (Print)  
10/6/2025  
Date  
773.545.1870  
Phone

  
\_\_\_\_\_  
Signature  
Ellen F. Stoner  
Name (Print)

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)  
MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_



## EXHIBIT H

### MBE/WBE Past Participation

Public Building Commission of Chicago | Richard J. Daley Center | 50 West Washington Street, Room 200 | Chicago, Illinois 60602 | (312) 744-3090 | pbcchicago.com

#### Instructions:

Please identify and report compliance history for least three (3) projects completed over the last three (3) years for which work is/was performed by your firm (government experience preferred but not required). The experience of any member of the Respondent's team will be deemed responsive to this requirement (lead partners experience preferred.)

**SUBMITTING FIRM NAME:** Cotter Consulting

#### DEMONSTRATE COMMITMENT

Respondent must demonstrate how they intend on meeting the MBE and WBE commitments to utilize minority- and women-owned business enterprises as a Professional Service Provider.

(If using your own document, please follow label Exhibit 4 – MBE/WBE Past Participation).

#### MBE/WBE PARTICIPATION

We expect to exceed 50% WBE participation with a high-performance and collaborative project delivery team that includes Cullen Construction Management, Synnov Group, and Mathena Construction Group. Extended on-call resources HUSArchitecture and AltusWorks are also WBE firms.

#### PROJECT ONE

Client Name:	Chicago Department of Aviation
Client Contact:	Vildana Celik
Client Contact Telephone:	773.686.6726
Project Name:	Residential Sounds Insulation Program
Project Total:	\$43,750,000
Year Completed:	2025

#### MBE/WBE PARTICIPATION

Respondent must provide evidence of past experience achieving commitments to utilize minority and women owned business enterprises. Please fill in the boxes below.

#### PROJECT ONE

MBE Goal	WBE Goal	Actual MBE	Attained WBE Goal
30 %	%	47 %	%





## EXHIBIT H

### MBE/WBE Past Participation

Public Building Commission of Chicago | Richard J. Daley Center | 50 West Washington Street, Room 200 | Chicago, Illinois 60602 | (312) 744-3090 | pbcchicago.com

PROJECT TWO	
Client Name:	Illinois State Toll Highway Authority
Client Contact:	Cindy Williams, Deputy Chief of Program Implementation
Client Contact Telephone:	331.201.5889
Project Name:	ISTHA CUR (I-20-4527, PSB 20-1 item 4)
Project Total:	\$5,000,000
Year Completed:	2025

#### MBE/WBE PARTICIPATION

Respondent must provide evidence of past experience achieving commitments to utilize minority and women owned business enterprises. Please fill in the boxes below.

PROJECT TWO			
MBE Goal	WBE Goal	Attained MBE Goal	Attained WBE Goal
<input type="text" value="35"/> %	<input type="text" value=""/> %	<input type="text" value="80"/> %	<input type="text" value=""/> %

PROJECT THREE	
Client Name:	City of Chicago Department of Water Management
Client Contact:	Brendan Schreiber
Client Contact Telephone:	312.744.4420
Project Name:	TOR#56 IH RE
Project Total:	\$1,095,497
Year Completed:	2025

#### MBE/WBE PARTICIPATION

Respondent must provide evidence of past experience achieving commitments to utilize minority and women owned business enterprises. Please fill in the boxes below.

PROJECT THREE			
MBE Goal	WBE Goal	Attained MBE Goal	Attained WBE Goal
<input type="text" value="25"/> %	<input type="text" value="5"/> %	<input type="text" value="30"/> %	<input type="text" value="70"/> %



**SCHEDULE D**

**Affidavit of Professional Service Provider Regarding MBE/WBE Participation (1 of 2)**

Name of Project: Project Development Services PS3101

STATE OF ILLINOIS     }  
                                       } SS  
 COUNTY OF COOK        }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

Patrick Cotter, Vice President  
 Title and duly authorized representative of

Cotter Consulting  
 Name of Professional Service Provider whose address is

100 S. Wacker Drive, Suite 920, Chicago, IL, 60606

in the City of Chicago, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Cullen	Construction Management	\$	\$ TBD
Synnov	Project Controls	\$	\$ TBD
HUSARCH	Sustainability/Energy Commissioning	\$	\$ TBD
AltusWorks	Sustainability/Energy Commissioning	\$	\$ TBD
Mathena	Program Advisory	\$	\$ TBD
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$	\$ TBD
<b>Percent of Total Base Bid</b>		%	TBD %

The Prime may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.



**SCHEDULE D**

**Affidavit of Professional Service Provider Regarding MBE/WBE Participation (2 of 2)**

The Undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Cotter Consulting

Name of Contractor (Print)

10/07/2025

Date

312.483.7864

Phone

A handwritten signature in black ink, appearing to read "Patrick Cotter", written over a horizontal line.

Signature

Patrick Cotter

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Signature

Name (Print)

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

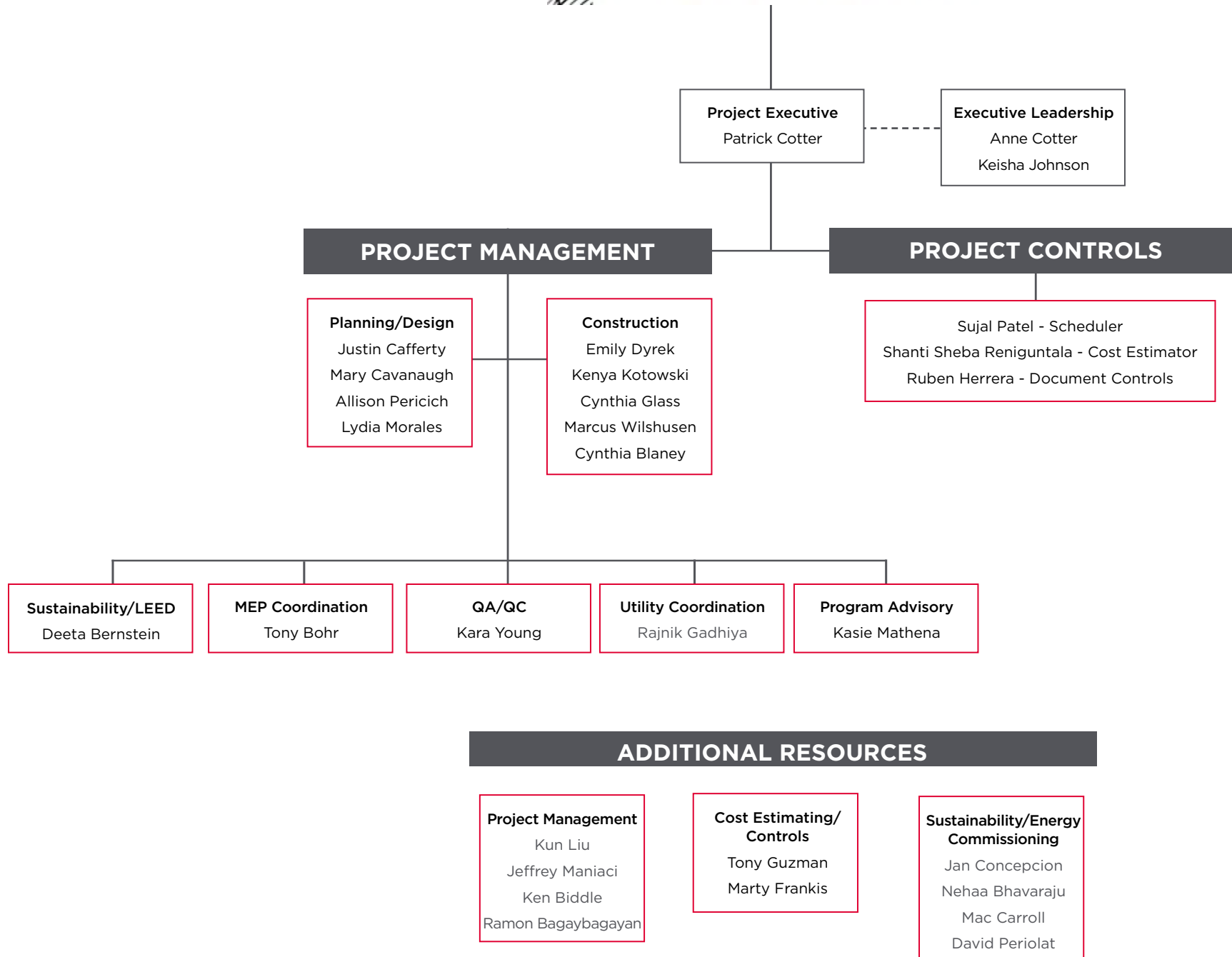
**EXHIBIT E**  
**JOINT VENTURE AGREEMENT AND AFFIDAVIT**

**(NOT APPLICABLE)**

**EXHIBIT F**  
**KEY PERSONNEL**

**(KEY PERSONNEL FOLLOW)**

# ORGANIZATIONAL CHART



# Key Personnel

Cotter has provided project management services to the PBC for over 30 years. We understand that a wide range of talents are required to support the PBC staff at a program as well as project level. We currently provide project management services to the PBC under the existing PDS contracts. We recognize that additional resources would benefit the PBC, therefore, we have expanded our team to include Cullen, Synnov, Mathena, ClZDS, HUSARCH and AltusWorks.



**Anne Cotter (Cotter) - Executive Leadership**

Anne has over 35 years of experience in the construction industry and has been responsible for construction and program management on a variety of projects from schools and historic building rehabilitation to high-rise and interior office building construction. Anne's strategic planning and management skills enable her to guide the organization of effective project teams and the establishment of project and program goals and objectives. Anne will ensure the PBC is satisfied with the team's performance and provide strategic advice and leadership.



**Patrick Cotter, PMP, AACE\* (Cotter) - Project Executive**

Patrick will serve as Project Executive, overseeing the Cotter team's management and ensuring appropriate staff levels and performance, continuing his work on the current PBC PDS contract. As Chief Operating Officer, Patrick is responsible for shaping and implementing Cotter's business and operational strategy and ensuring project delivery excellence across all sectors. Patrick is experienced in every aspect of project controls and in the construction of multiple building types and has provided the PBC with hands-on schedule analysis and change management support. Patrick will ensure the PBC is satisfied with the team's performance.



**Keisha Johnson, AICP, LEED AP\* (Cotter) - Executive Leadership**

Keisha will provide strategic advice and leadership and support. As Vice President of Cotter's Buildings Group, Keisha builds and guides high performing teams. She is well versed in all phases of program and project management, with 20+ years of experience including leading client planning and design programs. Keisha is versed in PBC process, having served as planning manager and field-based project manager for PBC projects, in addition to her recent design management role.



**Deeta Bernstein, LEED AP BD+C\* (Cotter) - Sustainability**

Deeta has implemented broad sustainability initiatives for multiple clients. She brings unrivaled experience establishing, guiding and managing sustainability programs and has overseen the certification of 120+ LEED projects. As Sustainability Manager for the PBC, Deeta seeks to ensure optimal and repeatable alignment of PBC, City of Chicago and client sustainability goals.



**Kasie Mathena (Mathena Construction Group) - Program Advisory**

Kasie has brought her 25+ years of industry experience and construction expertise to form a unique firm to guide all phases of project delivery ensuring alignment of client priorities, design and schedule / constructability realities. She defines clear strategies for phasing, logistics and procurement, proactive identification and resolution of issues. Kasie offers strategic oversight, intimate knowledge of the Chicago market, deep trade contractor relationships, and a commitment to DEI and community engagement.



**Justin Cafferty, LEED AP BD+C\* (CZ|DS) - Design Manager**

With over 25 years dedicated to the successful design management of both educational and municipal projects, Justin translates client project goals, aspirations and project challenges into distinctive facilities that meet project schedule and budget. Justin currently is a key member of the PBC PDS team, providing Planning and Design Management, ensuring conformance to user agency design standards and adherence to schedule, budget and change management process.



**Mary Cavanaugh, RE, LEED AP\* (CZ|DS) - Technical Subject Matter Expert**

Mary has 35 years of experience crafting successful solutions for a wide range of K-12 educational projects. Mary aligns the design and technical aspects of projects, promoting full collaboration across disciplines. She focuses on technical detailing and ADA, team coordination, and client interactions. Mary supports the PBC PDS team as a subject matter expert.



**Lydia Morales, AIA, PMP\* (Cotter) - Design Manager**

In her 20+ years as a design manager, project manager and practicing architect, Lydia has successfully managed K-12, municipal and institutional projects from design development through closeout. Lydia has served as assistant project manager in construction for PBC PDS projects.



**Allison Pericich, AIA, PMP (Cotter) - Design Manager**

Allison has extensive education, corporate and commercial experience for a diverse clientele. She is an effective team coordinator, whether managing a program roll-out, a team of subconsultants, or multiple client stakeholders. Allison facilitates open dialogue and seamless team integration to promote productivity and efficiency to ensure successful project delivery.



**Emily Dyrek (Cullen) - Senior Project Manager, Construction**

Emily brings advanced attention to detail to fast paced, high intensity projects for their successful delivery. She values the critical relationship between logistics, quality, finish materials and the technology that supports them. Emily is a true boots-on-the ground builder with the practical approach and strong communication skills needed to deliver highest quality projects.



**Kara Young, NCIDQ, USACE-CQM (Cullen) - QA/QC - Senior Quality and Safety Manager**

Kara is a strategic leader focused on quality, organization, and team building. She drives results and has built long-term client relationships based on her breadth of skills. Kara is efficient, adaptable and genuine, and skilled in facilitating communication between team members.



**Kenya Kotowski (Cullen) - Project Manager, Construction**

With 10+ years in the construction industry, Kenya understands the importance of communication and adaptability throughout a project's life. She strategically pivots according to unforeseen conditions, collaborating with clients, design professionals, and vendors to provide deliberate, efficient and cohesive solutions that meet schedule and budget.



**Tony Bohr (Cullen) - MEP Coordinator, Lead, Senior Project Manager**

Tony has 10+ years of mechanical systems experience, a wealth of knowledge across multiple market sectors, and expertise in construction and project management, 3-D modeling, estimating, contract negotiation, scheduling, and field oversight. His field-based technical expertise and attention to detail ensure precision, efficiency, and seamless execution in both new construction and renovation projects. Tony is adaptable and collaborative and an exceptional team player.



**Marcus Wilshusen, USACE CQM (Cullen) - Assistant Project Manager, Mechanical Coordination**

Marcus is an experienced project coordinator and project engineer. His sharp technical and communication skills, honed on high level projects, are the basis for his success managing and delivering projects. Marcus is a team player, strong leader, and brings high performing program and project management skills to all projects.

**Cynthia Glass, CIT\* (Cotter) - Assistant Project Manager / Project Manager**

Cynthia has 35+ years of industry experience and a depth of knowledge in construction accounting, contract and jobsite administration, and auditing. Cynthia supports team cohesion with a genuine, collaborative and learning-oriented approach. Cynthia serves the PBC as an APM, and guides new project managers on PBC processes. d provided training to Cotter staff in field APM responsibilities and closeout.

**Cynthia Blaney\* (Cotter) - Assistant Project Manager**

Cynthia is a diligent and developing construction professional with strong communication and teamwork skills. Cynthia readily adapts to fast-paced environments and capably balances multiple responsibilities. She currently serves as a field engineer for the PBC's CDOT program.

**Dee Brookens Taylor, CPPO, CCA\* (Cotter) - Compliance / Procurement**

Dee is a solutions-oriented professional with expertise in government procurement requirements, operations, supplier diversity, and contract compliance. Dee is flexible, collaborative, analytic and highly capable, accustomed to prioritizing tasks and managing multiple projects simultaneously. She currently provides procurement and contract compliance support for the PBC PDS team.

**Sujal Patel (Synnov) - Senior Scheduler**

Sujal has 15 years construction and program management experience and a proven track record of delivering results in fast-paced, high-pressure environments for agencies including CTA, CDA, and Metra. His areas of expertise include managing complex project controls processes, including detailed scheduling, cost estimating, budgeting, risk analysis to efficiently coordinate project information across stakeholders and drive successful project execution.

**Shanti Sheba Reniguntala (Synnov) - Senior Cost Estimator**

Shanti is a senior cost estimator with 17 years of experience. She is a results-driven professional specializing in developing and managing estimates for complex public, commercial, and institutional projects from conceptual design through construction bid documents. Shanti leverages current market pricing and maintains strong familiarity with local subcontractors and suppliers to ensure accurate and competitive cost assessments.

**Ruben Herrera (Synnov) - Documentation Technician / Document Controls**

Ruben has expertise supporting complex projects from initiation through completion. He is a strong leader with attention to detail and the ability to manage competing priorities in fast-paced environments for public entities. Ruben builds strong relationships with staff and leadership at all levels, consistently delivers high-quality outcomes and exceeds client expectations.

**Rajnik Gadhiya (Synnov) - Project Manager - Infrastructure Coordinator**

Rajnik is a results-driven construction professional with extensive experience leading complex infrastructure projects from planning through execution. He brings expertise in construction management, cost estimation, and strategic coordination with government entities. He ensures strict adherence to specifications, optimal use of resources, and unwavering commitment to safety protocols. Recognized for guiding multidisciplinary teams, Rajnik consistently delivers high-quality projects on schedule and within budget, with a focus on operational excellence and client satisfaction.

Staff Name	Company	Role	Responsibilities	Commitment	On-Site Availability
Patrick Cotter*	Cotter	Project Executive	Point of contact	As-needed	Off-site
Keisha Johnson, AICP, LEED AP*	Cotter	Executive Leadership	Overall success of project	As-needed	Off-site
Deeta Bernstein, LEED AP BD+C*	Cotter	Sustainability	Program and project sustainability/LEED	50% As-needed	On-site as needed
Kasie Mathena	Mathena	Program Resource	Construction and project delivery expertise	As-needed	On-site as needed
Justin Cafferty, LEED AP BD+C*	CZ DS	Project Manager	Planning / Design management	100%	On-site as needed
Mary Cavanaugh, RE, LEED AP*	CZ DS	Design Subject Matter Expert	Design technical review	100%	Off site
Lydia Morales, AIA, PMP*	Cotter	Project Manager	Planning / Design Management	100%	On-site as needed
Allison Pericich, AIA, PMP	Cotter	Project Manager	Planning / Design Management	100%	On-site as needed
Emily Dyrek	Cullen	Senior Project Manager	Project delivery	100%	On-Site
Kara Young, NCIDQ	Cullen	QA / QC, Senior Project Manager	Project delivery – Quality, Safety	50%	On-site as needed
Kenya Kotowski	Cullen	Project Manager	Project delivery	100%	On-Site
Tony Bohr	Cullen	MEP Coordinator, Lead, Senior Project Manager	Project delivery – MEP Coordination	As needed	On-site as needed
Marcus Wilshusen, USACE CQM	Cullen	Assistant Project Manager	Project delivery, MEP coordination support	100%	On-Site
Cynthia Glass*	Cotter	Assistant Project Manager / Project Manager	Project Delivery	100%	On-Site
Cynthia Blaney*	Cotter	Assistant Project Manager	Project Delivery	100%	On-Site
Dee Brookens*	Cotter	Compliance & Procurement	Compliance and procurement	100%	On-site as needed
Sujal Patel	Synnov	Senior Scheduler	Scheduling, Project controls	50%	On-site as needed
Shanti Sheba Reniguntala	Synnov	Senior Cost Estimator	Cost Estimating	50% or as needed	On-site as needed
Ruben Herrera	Synnov	Document Controls Manager	Document technician, project engineering	100%	On-site as needed
Rajnik Gadhiya	Synnov	Utility Coordination	Project Manager, infrastructure focus	As-needed	On-site as needed

Additional Resources As Needed					
Kun Liu, AIA, LEED AP BD+C	Cotter	Project Manager, Sustainability	Project delivery, design / APM / LEED	100%	On-site as needed
Jeffrey Maniaci, RE, LEED GA,	Cullen	Project Manager	Project delivery	As-needed	On-site as needed
Tony Guzman, LEED AP, ASPE Certified	Cullen	Senior Cost Estimator	Cost Estimating	As-needed	On-site as needed
Ken Biddle, PE	Synnov	Construction Inspector	Infrastructure expert	As-needed	On-site as needed
Ramon Bagaybagayan, PE	Synnov	Construction Inspector	Infrastructure expert	As-needed	On-site as needed
Jan Concepcion	HUSARCH	Sustainability / Energy	Energy modeling, LEED v.5	As-needed	Off-site
Nehaa Bhavaraju	HUSARCH	Sustainability / Energy	Energy modeling, LEED v.5	As-needed	Off-site
Mac Carroll	HUSARCH	Specialty - BECx	Envelope Cx, energy	As-needed	Off-site
David Periolat	AltusWorks	Specialty - BECx	Envelope Cx	As-needed	On-site as needed

All staff has availability for the duration of the contract period.

\* Current or previous PBC PDS staff



## KEISHA JOHNSON, LEED AP, AICP

### Executive Leadership

With over 20 years of experience working in complex multiple stakeholder environments, Keisha fosters open communication among all project stakeholders to promote problem solving and team collaboration for successful project delivery. Her background in urban planning and architecture as well as her project management experience during project planning, design, and construction phases, allows Keisha to understand projects from multiple perspectives implementing effective solutions resulting in win-win outcomes.

### EDUCATION

- Master of Urban Planning & Policy, University of Illinois, Chicago
- Bachelor of Architecture, Hampton University

### CERTIFICATIONS & LICENSES

- LEED Accredited Professional
- OSHA 10-Hour Construction Training
- American Institute of Certified Planners

### RELEVANT EXPERIENCE

#### Chicago Public Schools (CPS) Capital Improvement Program Pre-Construction Phase

Chicago, Illinois

Lead Planner: Managed planning efforts for a Multi-capital improvement program and subsequent extensions with an annual impact of \$650M for more than 600 CPS schools throughout Chicago. This included coordinating facility improvements for CPS district wide initiatives including full day PreK expansion, STEM, IB, and Magnet expansion, and high school science lab upgrades. Responsibilities include:

- Pre-planning phase activities including feasibility studies for new schools and annexes
- Coordination of planning and design of facility improvements for Pre-Kindergarten (Pre-K) across the city to deliver \$100M in new Pre-K early learning centers and existing Pre-K facility investments.
- Coordination of planning and design to support \$125M in programmatic investment for STEM, IB, and Magnet expansion, and high school science lab upgrades.
- Oversight of the CPS PMO planning and design team for implementation of various district initiatives

#### College of Lake County (CLC) Capital Program

Grayslake, Illinois

Principal in Charge: Coordinated with CLC leadership and ensure effective project execution for \$144M in capital projects.

#### Family Focus Evanston Community Center Redevelopment

Evanston, Illinois

Project Lead: Provided ongoing oversight, facilitated engagement for community, partners, stake holders and end users for the redevelopment of a 51,000 SF 3-story community center housed in a 115+ year old school. Project will retain the tenants and improve the facility to better support both Family Focus and tenant provided services along with potential new tenant partners.

#### Chicago Public Schools (CPS) Bronzeville Classical Elementary School

Bronzeville, Illinois

Design Manager: \$11M renovation of 69,000 sf school, which was a finalist for the Chicago Building Congress Merit Award.

#### Chicago Public Schools (CPS) Byrne Elementary School Annex

Chicago, Illinois

Design Manager: New \$20M, 35,000 sf addition which housed a lunchroom/ multipurpose room, library, typical classrooms and site improvements.

Planner: Developed programs and evaluated feasibility for various new construction and renovation projects.

#### Public Building Commission (PBC) Taylor-Lauridsen & Jesse Owens Field Houses

Chicago, Illinois

Assistant Project Manager: Two \$7M, 18,000 sf new field houses. LEED Gold.



**Chicago Public Schools (CPS)  
Biennial Facility Assessments**

Chicago, Illinois

Inspector: \$60M, 650 K-12 CPS and charter school campuses for state-mandated biennial facility assessment program. Program included visually ranking active building features and systems to establish future repair, replacement project priority, and budgets.

**Public Building Commission (PBC)  
Program Management Organization**

Chicago, Illinois

Project Manager: Projects included new police and fire stations, libraries, elementary schools, high schools, field houses, and campus parks.

**Public Building Commission (PBC)  
Ping Tom Park Field House**

Chicago, Illinois

Project Manager: \$12M, 28,000 sf facility delivered via design build.

**Public Building Commission (PBC)  
Beverly Branch Library**

Chicago, Illinois

Assistant Project Manager: \$7M, 16,350 sf Beverly Branch Library. LEED Silver.

**Chicago Public Schools (CPS)  
Modular Relocations**

Chicago, Illinois

Project Manager: \$2M, seven-unit relocation. Project included toilet rooms, breezeway, and utility coordination.

**Chicago Public Schools (CPS)  
Chicago Academy High School**

Chicago, Illinois

Assistant Project Manager: \$3M high school renovation. Project included offices, media room, cafeteria, music/art suite, science labs, intercom, lockers, mechanical systems and lighting upgrades.

**City Colleges of Chicago (CCC)  
Construction Management Services for  
Various Capital Projects**

Chicago, Illinois

Project Manager: Program included coordinating the development of classroom and science lab standards and managing the lab renovations at Daley College.

**Midway International Airport  
Job Order Contracting Program**

Chicago, Illinois

Project Manager & Resident Engineer: Design review, cost and schedule monitoring, coordination of contractor with airport operations.

**Jones Lang LaSalle (JLL) | State of Illinois  
Real Estate Assessments**

Chicago, Illinois

Project Manager: Evaluation of existing State of Illinois lease space, providing assessment and recommendations for cost savings.

**Columbia College  
Capital Improvement Program**

Chicago, Illinois

Principal in Charge: Owner's representative services for capital improvement projects including: welcome center, new dance studio, music recording studio, new technology classroom and in-progress student success center.

**Township High School District 113  
Owner's Representative Services**

Highland Park, Illinois

Principal in Charge: Multiple projects for the District including the library renovation at Highland Park High School, the auditorium renovation at Deerfield High School, and a variety of infrastructure, safety and security projects. Assists the District in developing annual capital plans and budgets.

**Cook County Public Safety Portfolio  
Furniture Inventory**

Chicago, Illinois

Principal in Charge: Served as a part of team that conducted 1.5M sf of furniture inventory across 12 Cook County facilities with a focus on providing existing FFE configuration data including preparing AutoCAD layouts to inform future space planning needs.



## DEETA BERNSTEIN, LEED AP BD+C

### Sustainability

Deeta has implemented broad sustainability initiatives for multiple clients, and brings unrivaled experience establishing and managing sustainability programs. She leverages her knowledge of sustainable design strategies, technologies, cost savings analyses, and 3rd party rating systems to guide team sustainability efforts, and has overseen the certification of 120+ LEED projects. Deeta serves as Sustainability Manager for the PBC, ensuring PBC, City of Chicago and client sustainability goal alignment for an optimal outcome.

### EDUCATION

- Masters of Architecture, University of Wisconsin, Milwaukee
- Bachelor of Arts, Biological Basis of Behavior, University of Pennsylvania

### CERTIFICATIONS & LICENSES

- LEED Accredited Professional, Building Design and Construction

### AFFILIATIONS

- Construction Management Association of America (CMAA), Member; 2018 Sustainability Chairperson
- United States Green Building Council (USGBC)
- Building Enclosure Council (BEC), Chicago
- Illinois Green Alliance, Chicago

### RELEVANT EXPERIENCE

#### South Suburban College Allied Health Facility

South Holland, Illinois

LEED Consultant: 69,000 sf, 4-story new LEED Silver facility on the existing campus. Provided LEED consulting to guide the design team during the design process, and facilitation and administration services throughout project design and construction.

#### Illinois Capital North Wing Renovation

Springfield, Illinois

LEED Consultant: LEED consulting and facilitation services for construction phase of the renovation of the Capital North Wing project, which included development of a new subterranean welcome center. LEED Silver target.

#### University of Illinois Foundation Hillel Building Renovation UIC Center for Teaching Excellence

Chicago, Illinois

Project Manager: \$3M, 6,000 sf, 3-story renovation of the former Hillel Building for use by UIC Center for Teaching Excellence. Includes an addition for the ADA-required new elevator.

#### Capital Development Board | Farnsworth Group Health Sciences Building - Southern Illinois University, Edwardsville

Chicago, Illinois

LEED & Commissioning Manager: New 2 and 3-story health sciences building. Provided \$87M sustainability and LEED facilitation services as part of the Commissioning Authority team.

#### Public Building Commission of Chicago (PBC) Program & Project Management and Controls Services

Chicago, Illinois

Sustainability Manager: \$3.1B program including close to 150 projects consisting of over 100 LEED certified municipal buildings. Developed and implemented program sustainability standards and processes, oversaw standard sustainable design aspects of prototype designs for police and fire stations, libraries, K-12 schools, and field houses. LEED Certified - LEED Platinum. Most exceeded target level.

#### Lake County Regional Operations & Communications Facility

Waukegan, Illinois

Project Manager: 37,500 sf, new multi-agency facility situated in the northwest quadrant of the existing campus. The facility will feature a hardened and redundant design and infrastructure with all-electric features to achieve a Net Zero Energy Building and LEED Gold.

#### Lincoln Yards North

Chicago, Illinois

LEED Consultant: \$5B, 55-acre, Lincoln Yards North development featuring walkable streets, housing, office space, shopping, parking and open land. Provided LEED consulting to achieve the targeted LEED v4 ND Plan Silver Certification.



## Kasie Mathena

Leveraging 25 years of construction expertise to bring value and impact the lives of others.

### History:

#### **Mathena Construction Group – Present**

Founder

#### **AECOM Hunt Construction 2019 – 2025**

*Vice President and Chicago Region General Manager*

- *Central Region Executive Leadership Team Member*
- *Advisor to National Emerging Business Leaders Cohort*
- *QA/QC Committee Chair*
- *Operational Excellence Strategic Committee Participant*
- *Internal and External DEI Ally with Emphasis on People of Color, Women, and LGBTQ Advocacy*

#### **Walsh Construction 2016 - 2019**

#### **Pepper Construction Company 2014 – 2016**

#### **Barton Malow Company 1999 – 2014**

### Boards:

#### **Professional Women in Construction 2021 – Present**

*Board Vice President*

- *Founding Board Member and Vice President*
- *Co-Chair of Mentorship Committee*

#### **American Heart Association – Hard Hats with Hearts**

*Board Member*

### Education:

#### **Eastern Michigan University**

Master of Business Administration Focus on Entrepreneurship

#### **Michigan State University**

Bachelor of Science in Engineering

### Talents:





- Collaborate with diverse project teams to ensure successful outcomes.
- Uphold the highest level of integrity, trust, and respect among colleagues and peers.
- Evaluate project safety and quality programs, process, and implementation.
- Support diversity, equity, and inclusion efforts.
- Convey best strategy and best practices to ensure best outcomes.
- Mitigate risk.
- Maximize opportunity.
- Ensure daily tactical efforts are aligned with the “bigger picture”.
- Understand and translate market trends.
- Resolve project issues for best possible outcomes.
- Mentor teams and support high-performing culture.
- Translate technical concepts to ensure clarity.
- Maintain strong communication and engagement with project team.
- Provide construction strategy insights and best practices.

### **Project Leadership Experience by Sector:**

#### **Higher Education:**

- University of Miami – Miller Medical School - Preconstruction
- Northwestern University – Mudd Hall
- Northwestern University – Computational Lab
- Northwestern University – 1<sup>st</sup> Floor Lab Renovations
- Northwestern University – Trienens Performance
- Northwestern University – Willard Façade Upgrade
- Purdue Research Foundation – P3 Student Housing
- Purdue University – Jischke Lab Expansion
- University of Michigan – Mott Children’s and Women’s Hospital
- University of Michigan – Cardiovascular Center
- University of Michigan – Palmer Drive Development – Life Sciences Building
- University of Michigan – Palmer Drive Development – Undergraduate Sciences Building
- University Of Illinois – Natural History Bldg – Preconstruction
- Northern Arizona University – Skydome Renovation

#### **Sports:**

- Obama Foundation Practice Facility (Active)
- Grand Rapids Soccer Stadium - Preconstruction
- Cincinnati Reds Spring Training Facility
- Soldier Field Redevelopment - Preconstruction
- Cleveland Indians Spring Training Facility
- Northern Arizona University - Skydome Renovation (See above)



#### **Healthcare:**

- U of M – Mott Children’s and Women’s Hospital (See above)
- U of M – Cardiovascular Center - See above
- Banner Healthcare Angio Bi-Plane Renovation
- Banner Desert Medical Center Preconstruction
- Scottsdale Healthcare – 28 Bed Med Surg Addition
- Scottsdale Healthcare – PICU and Dialysis Renovation
- Western Maryland Health Systems – New Hospital
- Reid Rehabilitation Center

#### **High Rise:**

- 228 E. Ontario Autograph Hotel
- 400 Hillsboro Luxury Apartments
- 1860 Tucker Development Apartments
- Juniper Luxury Apartments - North and South Towers
- District Detroit Office and Apartments – Preconstruction

#### **Government:**

- City of Chicago Police and Fire Training Academy
- O’Hare 21 Program - 5 WOs of varying size
- City of Evanston Feasibility Study - Consultation Services
- McCormick Place Rapid Response Acute Care Facility - Consultation Services
- US Department of Energy - Fermilab IARC OTE
- US Department of Energy - Fermilab Welcome Center - Preconstruction
- Confidential Chicago Area High School - Preconstruction

#### **Other:**

- Riverside Development Phase 1
- 645 N. Michigan Avenue

#### **Select Speaking Engagements:**

*2024 – RE Journals: Women & Diversity in Construction*

*2023 - Chicago Build: Hear from Leaders Driving Equality & Change*

*2022 – Chicago Build: Establishing a Powerful and Collaborative Network – Women in Construction*

*2022 – IIT Engagement Panel: A Day in HER Work Boots*

*2021 – Engineering News Record: What Social Media Tells Us about the Rise of Women in Construction*





## Justin Cafferty | LEED BD+C | Principal

With over 25 years dedicated to the successful design and management of both educational and municipal projects, Justin is passionate about translating each client's project goals and aspirations along with unique challenges into a distinctive user experience that meets the project schedule and budget.

### EDUCATION

University of Illinois at Chicago  
Master of Architecture, 1997

Hull School of Architecture  
Humboldt University Hull, England  
Bachelor of Architecture 1992

### PROFESSIONAL REGISTRATION

LEED Accredited Professional  
Building Design + Construction

### AFFILIATIONS/ACTIVITIES

Board Member (past)  
Sacred Heart Catholic School  
Lombard, IL

### AWARDS

CEFPI James MacConnell Award Winner  
2013  
Booker T Washington STEM Academy

### PRIOR PROFESSIONAL EXPERIENCE

Cannon Design (formerly OWP/P Architects)  
-Senior Associate  
-Deputy Director, CPS Design Management Program

### SELECT PROJECTS

#### Public Building Commission of Chicago (PBC) Chicago, IL

As a Board Authorized Representative since 2022, Justin has provided Design Management services to the Public Building Commission of Chicago Planning and Design Team to ensure conformance to user agency design standards and adherence to schedule, budget and change management process.

Justin has successfully managed multiple programs and projects including:

#### CHICAGO PUBLIC SCHOOLS

- Dett Elementary School Annex & Renovations
- Sauganash Elementary School Annex
- Kenwood High School Link
- Near South High School

#### FOREST PRESERVE OF COOK COUNTY

- Beaubien Woods Boat Launch Restroom & Utilities
- Restrooms Rehabilitation Districtwide
- Metal Buildings
- LED Lighting Replacement Districtwide

#### CITY COLLEGES OF CHICAGO

- Malcolm X College West Campus
- MXC Washington Park Campus
- CCC School of Nursing

#### 2FM/ MOPD

- ADA Title II Transition Plan Phases 1 & 2

#### Chicago Public Schools (CPS) Chicago, IL

Acted as Board Authorized Representative to ensure conformance to CPS design standards, schedule, and budget for the following new schools, additions and renovation projects:

- John Hancock High School
- Englewood STEM High School
- Taft Freshman Academy
- Dore Elementary School
- South Loop Elementary School
- 16 Annex Projects
- ChiArts | The Chicago High School for the Arts \*
- Lane Tech College Prep High School \*

\*projects completed while with another firm

#### Chicago Public Schools (CPS) Capital Planning & Construction Program

As Deputy Director, coordinated CPS's design management portfolio of renovations by establishing scoping directives, communicating program status, and assisting with project scheduling to meet long and short-term capital planning needs. Enforced quality control measures to ensure compliance with CPS's design standards and performance requirements. \*

#### Chicago Public Schools (CPS) FY13 Welcoming Schools

Worked closely with the CPS Capital Construction team to develop the strategy for the nation's largest school facility closing program and associated up-grades to existing "welcoming" schools. This required the expedited identification, evaluation, and prioritization of project needs for over 150 school facilities to inform CPS's decision-making process. The scope of work included program expansion and envelope, HVAC, infrastructure, ADA, and interior finishes upgrades at a cost of \$155M over the course of a single summer. \*

#### Champaign Unit 4 School District Booker T Washington STEM Academy Champaign, IL

Project Manager for a new 60,300 SF elementary school with a project based STEM focus. School showcases flexible, collaborative classroom configurations that support 21st century teaching and learning, which became a model for projects in the district. \*

#### Rochelle Zell Jewish High School Deerfield, IL

Project Architect for new 72,000 SF, 250 student private high school with master planning for expansion to 400 students. Services included design, documentation, FF&E selection, and procurement. \*

#### Evanston Skokie District 65 Dewey Elementary School Evanston, IL

Project Architect/ Manager for additions and renovations to accommodate increased enrollment. Facility improvements included a new larger library, a new main office suite, a secure and easily identifiable main entry, a new kindergarten classroom. \*





## Mary Cavanaugh | LEED AP | Technical Leader

With over 35 years of crafting successful solutions for a wide range of K-12 educational projects, Mary's passion lies in aligning the design and technical aspects of all projects, promoting full collaboration across disciplines. She is a "go-to" for construction knowledge, with focus on technical detailing, team coordination, and client interactions.

### EDUCATION

University of Illinois at Urbana-Champaign  
Bachelor of Science in Architectural Studies, 1985

### PROFESSIONAL REGISTRATION

Registered Architect, 1990  
LEED Accredited Professional, 2009

### AFFILIATIONS/ACTIVITIES

NSSD 112 Superintendent's Citizens Advisory Committee for Construction Projects (SCACCP), 2019-2020

Oversight Committee, 2013-2017  
Township High School District 113

Jury Member  
2015 IASB Exhibition of Educational Environments Architectural Competition

Jury Member  
AASA Shirley Cooper and Walter Taylor Architectural Awards

Design Review Commissioner (past)  
City of Highland Park

### AWARDS

Chicago Building Congress Merit Award 2015  
Sonia Shankman Orthogenic School/ Hyde Park Day School

CEFP James MacConnell Award Winner 2013  
Booker T Washington STEM Academy

### PRIOR PROFESSIONAL EXPERIENCE

Cannon Design (formerly OWP/P Architects)  
-Associate Vice President  
-Central Region K-12 Leadership Team  
-K-12 Technical Director

### SELECT PROJECTS

#### Public Building Commission of Chicago (PBC) ADA Title 2 Transition Plan

- Coordinated ADA Assessment Program for 56 2FM facilities
- Working with MOPD, developed and implemented standardized reporting documents and process for multiple AOR teams to achieve consistent assessment reporting
- Provided QA/QC of all reports

#### Public Building Commission of Chicago (PBC) Subject Matter Peer Reviewer

Actively reviewing several Public Building Commission of Chicago projects at various milestones, providing peer technical review with a focus on exterior envelope construction and code compliance, including:

- DFSS Regional Senior Center
- CPD Kells Park Fieldhouse
- DWM Operations Facility
- CCC, School of Nursing, Renovation Project
- MXC Washington Park Campus
- MXC West Campus, Addition
- CPS Dett Elementary School
- FPDCC Restroom Rehabilitation Districtwide

#### Chicago Public Schools (CPS) Peer Review Program

Represented CPS as peer technical reviewer, with a focus on exterior envelope construction and code compliance, for 7 annex projects and 3 new high schools managed by the Public Building Commission.

#### Chicago Public Schools (CPS) Design Standards Reorganization

Consolidated existing CPS design and construction facility standards which had evolved over the years and existed across a series of disparate documents. Leveraged personal institutional knowledge from serving CPS Capital Planning & Construction to support the update of the CPS Design & Construction Standards, the first undertaking of its kind in over ten years.

#### Chicago Public Schools (CPS) Furniture Specifications Update

Member of the team convened by CPS to update their current furniture specifications to meet 21st century educational goals. Worked closely with CPS' departmental representatives to learn about their current operations and future aspirations.

#### Chicago Public Schools (CPS) Net Zero Design Guidelines

Led the research and development efforts to create design guidelines for CPS Net Zero Energy Facilities as part of CPS future Capital Planning. To achieve this, a 'think tank' was formed consisting of architects and engineers recognized as leaders in sustainability as well as members from PHIUS (Passive House Institute US) to identify the challenges relevant to the climate and environmental conditions specific to the urban setting of Chicago.

#### Sonia Shankman Orthogenic School/ Hyde Park Day School, Chicago, IL

Senior Project Architect for a 72,000 SF coeducational treatment facility and therapeutic school for children with profound emotional and mental disorders. Conducted all code and zoning research for complex urban building and managed the construction administration phase, handling daily contractor and client communications. Delivered LEED gold facility in the context of a GMP contract with DB delivery. \*

#### Rockford Public School District 205 Rockford, IL

Senior Project Architect for an integrated 20 member AE team to develop and implement building additions and renovations to 6 separate elementary schools (88,000 consolidated SF) as well as two new prototype schools (84,000 SF) in the State of Illinois' third largest school district. Proactively interfaced with client, faculty, and construction manager to craft solutions within tight budgetary restraints which highlight collaborative learning in grade-centric flexible open-plan communities. \*

#### Adlai E Stevenson High School District 125 Lincolnshire, IL

Involved in projects for this 833,000 SF facility spanning almost three decades designing facility expansions and renovation projects to manage student population growth and evolving teaching and learning methodologies in this high performing district. Managed the client and the integrated AE team as Senior Project Architect on several of the complex addition/ renovation projects. \*

\*projects completed while with another firm





## LYDIA MAGNOLIA MORALES, NCARB, PMP

### Project Manager

Lydia is a highly motivated, creative, organized professional and an effective communicator with 20+ years of industry experience. She has successfully managed, designed and delivered projects in a wide range of markets from commercial banking to K-12 schools to high rise residential projects. Lydia has extensive experience throughout the project process from due diligence to project closeout, with deep knowledge of the planning and design process as well as construction administration. Lydia delivers outstanding management of entitlements and the permitting process, to support strategic client decision-making and for efficient project delivery.

#### HIGHLIGHTS

- Public client expertise
- Architectural background

#### EDUCATION

- Bachelor of Architecture, Emphasis in Urban Planning and Construction Administration, Illinois Institute of Technology, 1996

#### CERTIFICATIONS & LICENSES

- Project Management Professional
- Architectural License (In Progress)
- OSHA 10-Hour Construction Training
- OSHA 30-Hour Construction Training

#### AFFILIATIONS

- National Council of Architectural Registration Boards (NCARB)
- Commercial Real Estate Executive Women (CREW)
- ITT Technical Institute - Adjunct Instructor

#### SOFTWARE SKILLS

- Revit
- AutoCAD
- Sketch Up

#### RELEVANT EXPERIENCE

##### Chicago Public Schools Capital Improvement Program (CPS CIP)

Chicago, Illinois

Design Manager: \$650M/ year capital improvement program with annual impact to 300+ facilities across Chicago. Managed multiple projects in all phases. Developed scopes, schedules and budgets, managed design teams to CPS standards. Projects included: offices renovation, kitchen/dining renovations, MEP system replacements, new elevators, roof replacements, ADA improvements, life safety/ fire alarm upgrades, ceiling and lighting replacements, toilet room renovations, chimney stack reductions, and interior renovations including classrooms, science, STEM, media and art labs. Four new elevators installed in existing older and historic buildings to bring up to accessibility compliance. One Landmarked building in a historic district required an exterior addition for the elevator. Three projects went to construction in 2023. LED light retrofits as part of classroom and school common area renovations for program rollouts, and as part of emergency ceiling repair work.

##### Chicago Public Schools Capital Improvement Program (CPS CIP) - Funding Stream Mgmt.

Chicago, Illinois

Design Manager: Augmented client funding streams through DCEO grant applications and ComEd utility incentives: Developed project scope and order of magnitude (OM) budgets in collaboration with stakeholders and design consultants. Completed multiple DCEO grant applications including documentations. Projects included energy efficiency lighting retrofits in two separate schools with two separate grants.

##### Public Building Commission of Chicago (PBC) Rogers Elementary School Annex & Renovation

Chicago, Illinois

Project Manager: Field-based project management for construction, commissioning and closeout of 29,710 sf two-story LEED Silver annex with new elevator and site improvements, and renovations to the existing school. Provided daily oversight of construction activities and project progress. Ensured timely engagement of the design team and owner specialty consultants, to ensure scope, quality, budget and schedule was maintained. Documented project progress and ensured timely resolution of critical path submittals, LEED certification and reporting, RFI's, bulletins, ASI's, change orders, and user-requested changes.

##### Public Building Commission of Chicago (PBC) Taft Freshman Academy

Chicago, Illinois

Project Manager: Field-based project management for construction, commissioning and closeout of 135,000 sf LEED Gold certified new school inclusive of a three-story academic wing, a one-story athletic wing, a multi-use athletic field and other site amenities, as well as enabling and other associated projects. Provided daily oversight of construction activities and project progress. Ensured timely engagement of the design team and owner specialty consultants, to ensure scope, quality, budget and schedule was maintained. Documented project progress and ensured timely resolution of critical path submittals, LEED certification and reporting, RFI's, bulletins, ASI's, change orders, and user-requested changes.





**Chicago Department of Transportation (CDOT)**

**Indiana Avenue Bridge Rehabilitation**  
Chicago, Illinois

Project Manager: Construction management services for the full bridge rehabilitation at 13450 S. Indiana Avenue. The work included removal and replacement of the existing river span steel deck grating, roadway and curb stringers and curb plates, lateral bracing and its connected gusset plates, river span sidewalk deck and supporting stringers, approach spans roadway and sidewalk decks, bridge railing, and approach slabs on grade (including sidewalks). Repairs were also made to the deteriorated areas on approach spans stringers and structural concrete repairs made to the backwalls of the north and south abutments.

**Chicago Department of Water Management Capital Improvement Program**

Chicago, Illinois

Project Manager: Schedule and budget management and risk analysis for this multi-year contract for the transmission and distribution of water facilities to achieve CDWM's plan to replace approximately 40 miles of water main annually. Scope includes construction management for water main installation and restoration work for the Capital Improvement Program, including full-time inspection of the contract activities to determine conformance with plans, specifications and all Local and State codes, rules and regulations to determine quantities of work completed for payment purposes.

**BKV Group**

Chicago, Illinois

Project Architect: High rise residential and townhome development projects. Managed and produced project deliverable documents from Design Development through Construction Documents. Coordinated with project consultants and with owner as needed, in coordination with Managing Architect. Served as construction detailing technical resource and mentor.

**Solomon Cordwell Buenz**

Chicago, Illinois

Project Architect: High-rise residential, and higher education dormitories and dining halls. Directed design team efforts and produced interior architecture project drawing sets, from Schematic Design to Construction Documents using Revit and AutoCAD. Coordinated with in-house architecture studio, project consultants and owner.

**Loewenberg Architects**

Chicago, Illinois

Project Architect: Public schools renovations, high rise, mixed use, and townhome projects. Directed design team efforts and produced drawing sets from Schematic Design through Construction Documents, using Revit and AutoCAD. Coordinated with and managed in-house staff and project consultants. Coordinated with owners. Engaged in meetings with city officials to support the permit process. Performed site visits, shop drawings review, and punch list coordination during Construction Administration phase.

**Wallin-Gomez Architects, Ltd.**

Chicago, Illinois

Architect: Elementary school additions, community health centers, high school health centers, and Wendy's Restaurants. Directed efforts and produced drawing sets from Schematic Design through Construction Documents using AutoCAD. Met with City officials during Entitlement and Permit process. Presented projects at zoning hearings.

**Nadel Architects**

Chicago, Illinois

Jr. Project Manager: Assisted Living facilities. Directed efforts and produced project drawing sets from Schematic Design to Construction Documents, and produced Shopping Mall Planning phase drawings, using AutoCAD. Coordinated with project consultants and owner as needed, under the supervision of a Project Manager. Performed site visits, attended biweekly meetings, reviewed shop drawings during Construction Administration phase.

**Berger Architects**

Chicago, Illinois

Intern Architect: Assisted in production of townhome developments and highrise project drawing sets from Schematic Design to Construction Documents and preliminary mechanical and electrical drawings, using AutoCAD, under the direction of a Project Architect.

**Mann, Gin, Ebel, & Frazier, Ltd.**

Chicago, Illinois

Intern Architect: Assisted in production of student housing and school parking design project drawing sets from Schematic Design to Construction Documents using AutoCAD, under the direction of a Project Architect.

**The Architects Partnership**

Chicago, Illinois

Architectural Project Manager: Developed comprehensive due diligence reports to support client site selection. Managed entitlements and permitting process. Managed design, and production of design team deliverables from Design Development through Construction Documents. Managed design team effort throughout bidding and Construction Administration phase. Streamlined the team's project delivery process. Produced Due Diligence reports for potential project sites.



## ALLISON PERICICH, AIA, PMP

### Project Manager

Allison is an architect and sustainability advocate with the ability to work fluidly between concept and detail scale. She has extensive experience in the education, corporate and commercial markets, and brings a collaborative management style to each project. Allison encourages open dialogue and seamless team integration, and has proven success on various high profile projects for a diverse clientele. She is an effective coordinator who is capable of managing subconsultants, stakeholders, and other project leads. Her strong communication skills promote productivity and efficiency to ensure successful project delivery.

#### EDUCATION

- Master of Architecture, University of Kansas, 2016

#### CERTIFICATIONS AND LICENSES

- Licensed Architect, Missouri (#2018012700)
- Project Management Professional (PMP) Certification

#### AFFILIATIONS

- American Institute of Architects (AIA)

#### APPLICATIONS EXPERIENCE

- Bluebeam Revu
- Autodesk Revit
- AutoCAD
- Sketchup
- Newforma
- Procore
- LEED Online

#### RELEVANT EXPERIENCE

##### **Chicago Public Schools (CPS)** **Christopher Elementary School** Chicago, Illinois

Design Manager: \$2.9M modular refurbishment and modernization of existing restroom. The purpose of this project is to renovate the existing modular building and to modernize the restrooms with a focus on increasing the number of accessible fixtures and providing accessible and private changing tables. Construction is ongoing throughout the summer of 2023.

##### **Chicago Public Schools (CPS)** **Lane Tech High School** Chicago, Illinois

Design Manager: \$10M MEP project at Lane Tech High School includes AHU repairs and updates, the conversion from pneumatic to BAS, repairs to sump pumps and storm piping, and architectural and structural work associated with the MEP scope.

##### **Chicago Public Schools (CPS)** **North River Elementary School** Chicago, Illinois

Design Manager: \$5M interior renovation focused on modifying existing spaces to meet the programmatic needs of each school. The scope includes renovation of the Main Office & Student Services Suite, the Library, and the conversion of typical classrooms to art classrooms, science classrooms, and Pre-K + Kindergarten classrooms.

##### **Chicago Public Schools (CPS)** **McDowell Elementary School** Chicago, Illinois

Design Manager: \$2.25M existing modular refurbishment will include exterior and interior scope. On the exterior, the roof, cladding, ramp, and mechanical units will be removed and replaced. Inside, the building will receive new flooring, wall finishes, ceilings, and light fixtures. The project will also renovate the two existing toilet rooms. The first floor accessibility improvements scope will primarily target the Main Office and toilet rooms. Accessible stalls will be created in the Girls Toilet Room and Boys Toilet Room. The single user all gender toilet room will be enlarged to meet accessibility standards. The door to the Main Office will be replaced along with the service counter. A new AI phone will be installed and the parking lot will be refinished to provide an accessible parking space. In the Main Building, light fixtures will be replaced in classrooms.



**University of Oregon  
Eugene Community College  
Hamilton and Walton Transformation**  
Eugene, Oregon

Associate: \$140M, 500,000 sf replacement and expansion of student life, dining, retail and academic facilities, LEED Gold.

**Confidential Technology Company Office**  
Austin, Texas

Associate: 100,000 sf tenant improvement (TI) in new ground-up building, office and amenity space, LEED Gold.

**University of Washington School of  
Dentistry**  
Seattle, Washington

Associate: Dental clinic renovation. 2,000 sf tenant improvement and systems upgrade for 12 operatories and other medical spaces.

**EcoLock Urban Storage**

Kelowna, British Columbia, Canada

Sustainability Consultant: \$8M, 112,000 sf storage facility and co-working space.

**ASHRAE World Headquarters**

Atlanta, Georgia

Sustainability Consultant: 60,000 sf tenant improvement and renovation of commercial offices spaces, Net Zero Energy.

**North Kansas City High School  
Renovation and Addition**

North Kansas City, Missouri

Architectural Designer: \$80M, 240,000 sf historic renovation and expansion of high school academic, arts, fitness, and dining spaces, LEED. This project won the Historic Kansas City Preservation Award, Contemporary Design in 2021.



**EMILY DYREK | SENIOR PROJECT MANAGER**

Emily's experience with fast paced, high intensity projects brings advanced attention to detail to Cullen CM. These highly successful spaces include healthcare, residential, production studios, high-end hospitality spaces, kitchens, state-of-the-art offices and feature spaces. Emily values the critical relationship between logistics, quality, finish materials and the technology that supports them. Emily is a true boots on the ground builder with a practical approach & strong communication skills that delivers the highest of quality to all projects.

**KEY PROJECT EXPERIENCE**

**HEALTHCARE**

VNA Health Care | Multiple Sites, IL  
Howard Brown Health | Chicago, IL

**EDUCATION**

Start Early | Educare Lake County | Zion, IL  
ABC Tune Time Daycare | Oak Park, IL  
UIUC | Steven S. Wymer Hall | Urbana-Champaign, IL  
Regina Dominican High School | Wilmette, IL  
Trinity High School | River Forest, IL  
Illinois Institute of Technology | Chicago, IL

**HOSPITALITY**

JW Marriott Hotel | Chicago, IL  
Marriott Courtyard | Chicago, IL  
Sonder Market Hall | Chicago, IL

**RESIDENTIAL**

Metro 19 Apartments | Roselle, IL  
7 W. Van Buren (Net Zero Apartments) | Chicago, IL  
Inspire West Town | Chicago, IL  
Inspire Hollywood | Los Angeles, CA  
Inspire Echo Park | Los Angeles, CA  
Parkline Apartment Tower | Chicago, IL  
Hub Tucson Park Avenue | Tucson, AZ

**FEATURE SHOWROOM**

All Steel | Gunlocke | Chicago, IL  
Johnsonville Sausage Company | Chicago, IL

**PHILANTHROPY**

Women in Technology  
Girls in the Game  
Rebuilding Together Metro Chicago

**TENANT IMPROVEMENT**

**HIGH END OFFICE**

Old Chicago Post Office (Cisco-Meraki) | Chicago, IL  
GE Capital Retail Finance | Chicago, IL  
BTN Office | Chicago, IL  
Confidential Trading Firm | Chicago, IL  
Sheehan | Nagle | Hartray Architecture Firm | Chicago, IL  
Prudential Insurance Company | Chicago, IL  
Chicago Tribune | Chicago, IL  
Linkedin Office | Chicago, IL

**RETAIL DEVELOPMENT**

Clearwater Development | Oak Brook, IL

**COMMERCIAL OFFICE**

Cedar St. Investors | Lake Forest, IL  
Prudential Building | Chicago, IL  
BMO Harris | Naperville, IL  
Next College Student Athlete | Chicago, IL  
NAFEM Office Renovation | Chicago, IL

**PRODUCTION STUDIO**

Big Ten Network | Chicago, IL  
Accenture | Chicago, IL

**EDUCATION**

Purdue University  
Building Construction Management

**PROFESSIONAL ORGANIZATIONS**

Professional Women in Construction





**KARA YOUNG, NCIDQ | SENIOR PROJECT MANAGER | QA/QC LEAD**

Kara is a strategic team leader with an experiential and educational background focused on quality, organization, and team building. She is skilled in facilitating communication between team members. Kara is efficient, adaptable, and genuine with the ability to leverage her breadth of skills to drive results in well-respected, industrial, real estate and construction focused organizations. She is also fluent in all aspects of interior design and the real estate management process which has garnered long-term relationships with national clients and local and national vendors.

**KEY PROJECT EXPERIENCE**

**TRANSPORTATION| AVIATION**

O'Hare International Airport, Chicago, IL  
ORD21 - Global Terminal

\$2.2B new construction project that will integrate domestic and international terminal operations and enhance passenger and baggage connectivity, approx. 2.2M sf

**ORD21 - Terminal 5 Expansion and Renovation**

QA/QC Interiors lead for renovation of terminal public areas including FIS, TSA, restrooms, concourse and gate areas, as well as for non-public areas such as airline operations areas, baggage review and reconciliation areas.

QA/QC Interiors lead for new construction buildout of 50,000 sf expansion space, including extended passenger concourse and gate areas, restrooms, sterile circulation, airlines operations areas, conveyance equipment, and new ramp control tower. QA/QC Training lead, including job-specific playbooks for use of specified job management software, on-boarding of sub-contractors to the QA/QC program, and developing and managing punchlist plan for both renovation and new construction portions of the project.

**CERTIFICATIONS**

US Army Corps of Engineers – Construction Quality Management for Contractors  
CBRE Foundations I Training Program for Real Estate Project Management  
NCIDQ Certificate  
CIDQ (Council for Interior Design Qualification)  
Project Management Professional Certification (PMP-pursuing)  
Six Sigma, Green Belt Certification (pursuing)

**CORPORATE BUILD OUT**

RR Donnelley, Chicago, IL  
Donnelley Financial Solutions, Chicago, IL  
LSC Communications, Chicago, IL  
Uber Technologies, Chicago, IL  
Liberty Mutual Insurance, Boston, MA

Managed buildouts of office, executive, conference/training, and warehouse areas for corporate clients; including space programming, space planning, building selection, budget and schedule development and management, construction documentation, contractor bidding, selection, and award, furniture selection and management, and move coordination.

**EDUCATION**

University of Wisconsin | Madison, WI  
Bachelor of Science, Interior Design

**EXPERTISE**

BIM 360 Field  
Space Programming  
Schedule Development & Management  
Budget Development & Management  
Risk Identification & Management  
Vendor Selection & Coordination  
Move Coordination  
Construction Administration

**PHILANTHROPY | ORGANIZATIONS**

Rebuilding Together Metro Chicago  
Professional Women in Construction Chicago







## KENYA KOTOWSKI | PROJECT MANAGER

With 10+ years in the fast-paced construction industry, Kenya understands the importance of communication and adaptability during each stage of a project's life. In the early stages of a project, Kenya works closely with clients, architects, and engineers to ensure that all final decisions create a path for efficiencies. As a project progresses, she meticulously tracks schedule milestones and budgets - ensuring that all stakeholders are well informed. With the ability to strategically pivot according to unforeseen conditions, Kenya places focus on collaborating with clients, design professionals, and vendors to provide a deliberate and cohesive solution with minimal impact to the end product.

### KEY PROJECT EXPERIENCE

#### COMMUNITY | MUNICIPAL

A Safe Place Emergency Shelter | Lake County, IL

#### RESIDENTIAL

Cerca | Glenview, IL  
 Mercy Housing Lakefront | Chicago, IL  
 Thrive Exchange | Chicago, IL  
 1448 Lake Shore Drive | Chicago, IL  
 7 W. Van Buren (Net Zero Apartments) | Oak Park, IL  
 1333 South Wabash | Chicago, IL  
 Asbury Plaza | Chicago, IL  
 Malibu East Condominiums | Chicago, IL  
 Two West Delaware | Chicago, IL

#### CULTURAL

Brookfield Zoo | Brookfield, IL  
 - Koala Exhibit  
 - North American Prairie Exhibit

#### OFFICE

Cradles to Crayons | Chicago, IL  
 Svoboda Capital Partners | Chicago, IL  
 Radio Flyer Heritage Gallery | Chicago, IL

#### EDUCATIONAL

Illinois Institute of Technology (IIT) | Chicago, IL  
 Multiple campus project upgrades  
 Guidepost Montessori | Naperville, IL  
 Guidepost Montessori | Downers Grove, IL

#### INSTITUTIONAL

Park Plaza Senior Living Facility | Chicago, IL  
 Awaken Chicago Church | Chicago, IL

### EDUCATION

DePaul University  
 Bachelor of Science | Business Administration

#### CORPORATE BUILD OUT

#### RETAIL

Nordstrom Vendor Shops | Nashville, TN  
 Away Travel | Los Angeles, CA  
 Maharam NeoCon Showroom | Chicago, IL  
 Fifteen Fifty on the Park Sales Center | Chicago, IL  
 Byline Bank | Chicago, IL

#### INDUSTRIAL

Three Floyds Warehouse & Production Facility |  
 Munster, IN  
 SC Johnson Aerosol Containment Room | Pleasant  
 Prairie, WI

#### HOSPITALITY

The Neighborhood Hotel | Chicago, IL  
 Begyle Brewing | Chicago, IL  
 Half Acre Beer Company Balmoral Taproom |  
 Chicago, IL  
 Marianne Strokirk Salon | Chicago, IL  
 BenjYehuda Ogilvie Station | Chicago, IL

### TECHNICAL SKILL

Microsoft Office Suite, Microsoft Project, Procore,  
 Onscreen Takeoff, Bluebeam, Sketchup, Touchplan,  
 Matterport

Fluent in Spanish  
 Conversational in French

### PHILANTHROPY | ORGANIZATIONS

Professional Women in Construction | Chicago





**TONY BOHR | SENIOR PROJECT MANAGER | MEP LEAD**

With over a decade of experience specializing in mechanical systems, Tony brings a wealth of knowledge across all market sectors. His expertise in construction and project management, 3-D modeling, estimating, contract negotiation, scheduling, and field oversight, makes him an invaluable asset to our team. Combining field-based technical expertise with a keen attention to detail, Tony ensures precision, efficiency, and seamless execution in both new construction and renovation projects from planning to completion. Tony's strong values, collaborative approach, and adaptability make him an exceptional team player.

**KEY PROJECT EXPERIENCE**

**HEALTHCARE**

Blue Island MOB | Blue Island, IL  
Jesse Brown VA | Chicago, IL  
Hines VA | Hines, IL  
Eating Recovery Center | Chicago, IL  
ASG Office and Laboratory | Downers Grove, IL

**EDUCATION | LARGE CAMPUS**

UIUC | Steven S. Wymer Hall | Champaign, IL  
UIUC | E15 Parking Structure | Champaign, IL  
Illinois Institute of Technology | Chicago, IL

**HOSPITALITY | ENTERTAINMENT**

21c Museum Hotel Chicago | Chicago, IL  
Renovation of 17-story hotel  
Teahans Tavern | Tinley Park, IL

**WORKPLACE | TENANT IMPROVEMENTS**

TRONC | Chicago, IL  
Dentons | Chicago, IL

**INSTITUTIONAL**

Harmony Square Plaza | Tinley Park, IL  
St. Paul Lutheran Church | Munster, IN  
Federal Reserve Bank | Chicago, IL

**INDUSTRIAL**

Fletcher Jones Elston Auto Service Center  
Chicago, IL |  
Givaudan Food Processing | Carol Stream, IL

**TRANSPORTATION**

O'Hare International Airport | Chicago, IL  
ORD21 \$8.5B Renovation, construction & extension project

**RESIDENTIAL | MIXED-USE**

925 W. Belmont | Chicago, IL  
2430 Lakeview | 18-story condo | Chicago, IL  
The Orchard | 7-story condo | Chicago, IL  
Logan Crossing Mixed-Use | Chicago, IL  
450 W. Belmont | 18-story | Chicago, IL

**EDUCATION**

Illinois State University | Bachelor of Science  
Industrial Technology Construction

**ORGANIZATIONS**

ILCMA | Illinois County Municipal Association | Member  
Habitat for Humanity | Associate Board Member  
Rebuilding Together Metro Chicago | House Captain

**CERTIFICATIONS**

3-D BIM Modeling  
OSHA 30 Hour  
ASHRAE | American Society of Heating,  
Refrigeration and Air Conditioning Engineers



**MARCUS WILSHUSEN | ASSISTANT PROJECT MANAGER | FIELD ENGINEER**

Marcus is experienced as a project coordinator and project engineer in general contracting and construction management services for commercial facilities. High level projects have sharpened his technical skills and his impeccable communication skills enable him to manage and deliver projects successfully. Marcus is a team player, strong leader, and brings high performing program & project management skills to all projects.

**KEY PROJECT EXPERIENCE**

**CONSTRUCTION MANAGEMENT**

O'Hare Airport T5 Expansion and Renovation  
Mechanical commissioning | Chicago, IL

Inspire West Town | Chicago, IL  
8-story mixed use facility - full time site supervisor  
for project build out

The Clove | Buffalo Grove, IL  
297-unit, high-end apartment building with 16,200  
sf of commercial space

Presbyterian Homes | Skokie, IL  
Senior Living Campus renovation

Moorings Expansion | Arlington Heights, IL  
175,000 sf senior living campus project

**VA Hines MATOC**

Server Room Construction  
Carpet/Asbestos Abatement/Waterproofing  
Seal and Stripe Parking Lot

**VA Jesse Brown**

Blood Lab ACM Abatement/Demolition  
Replace Chillers 1 & 2  
Emergency Taylor Door Replacement  
Emergency Coil and AHU Repairs  
Steam Repairs  
Emergency Network Drops

**SPECIALIZATIONS**

Construction Planning and Scheduling  
Safety and Compliance  
Management  
Quality Control  
Preconstruction  
Organization and Time Management

**VA Lovell**

Replace HVAC in Transitional Homes  
Create Temporary Parking Lot  
Repair Water Main  
Install Over-the-Door Alarms

**NAVFAC**

Replace Electrical Service Gate 3 & Building 68  
Building 11 Exterior Repairs

**VA St. Louis**

Clinical Medical Gas Replacement

**VA Hines**

PAP Infrastructure Upgrade  
Fire Hydrant Replacement  
Replace Air Handling Unit #3  
Replace Door 29

**PREVIOUS WORK EXPERIENCE**

Industria Construction Services, Chicago, IL  
Project Engineer

**EDUCATION**

North Park University  
Bachelor of Science | Mechanical Engineering

**CERTIFICATIONS**

U.S. Army Corps of Engineers, Construction Quality  
Management  
Construction Quality Management for Contractors  
ECATTS – Environmental Compliance Training &  
Tracking System  
OSHA 30 Hour  
Procore Certified





## CYNTHIA GLASS, CIT

### Assistant Project Manager / Project Manager

Cynthia brings over 40 years of accounting and construction industry experience to Cotter. Her knowledge of construction documents and documentation includes contracts, purchase orders, change orders, lien waivers, sworn statements, drawings and specifications, and AIA documents. Cynthia's technical expertise is enhanced by her ability to work smoothly with project managers to ensure success. Her skills include job costing, labor allocations and analysis, contractor coordination, forecasting, budget updating, project auditing, and subcontractor compliance. Cynthia has a thorough knowledge of accounts receivables and payables, payroll, financial statements, preparing journal entries, and month-end closings.

#### HIGHLIGHTS

- Public building and education experience
- Accounting experience

#### EDUCATION

- Bachelor of Science, Commerce, DePaul University

#### CERTIFICATIONS & LICENSES

- Certified Construction Bookkeeping Technician (CBT)
- Certified Construction Industry Technician (CIT)
- OSHA 10-Hour Construction Training
- QuickBooks ProAdvisor

#### AFFILIATIONS

- National Association of Women in Construction (NAWIC)

#### RELEVANT EXPERIENCE

**Public Building Commission of Chicago (PBC)**  
**Richard Edwards Dual Language Fine & Performing Arts IB School Annex and Renovation**  
 Chicago, Illinois

Assistant Project Manager: \$32M, three-story Annex with classrooms, computer, science, art, and music rooms, a kitchen, dining room, and an elevator. Work included removal of old modulares and replacement with soccer turf field and new parking lot. Also included the renovation of the existing building, boiler house and chimney stack, removal of deaver beams, and new roof and gym floor installation.

**Public Building Commission of Chicago (PBC)**  
**Ernst Prussing ES Annex & Renovation**  
 Chicago, Illinois

Assistant Project Manager: \$33M, 23,000 sf single-story facility housing computer, science, art, music, two standard classrooms, kitchen, dining area and elevator. Work included removal of one modular, adding new parking lot and turf field, and renovation and repair of the existing building, boiler house and chimney stack. Removal of deaver beams and new roofing, tucking pointing and power washing also performed.

**Public Building Commission of Chicago (PBC)**  
**Taft Freshman Academy | Connecting Path**  
 Chicago, Illinois

Assistant Project Manager: \$400,00 concrete path from the school grounds to football field. Overhead lights, cameras, fence, and gates were installed. Sod was placed on both sides of the path.

**Public Building Commission of Chicago (PBC)**  
**Joint Public Safety Training Campus Phase 1A - Outlot Restaurant Area**  
 Chicago, Illinois

Assistant Project Manager: \$18M mixed-use facility including an academic building, outdoor tactical and fire training facilities, Boys and Girls Club of Chicago, and a Culver's and Peach's restaurants with a plaza between the buildings, parking lot, and drive through. Project included site remediation, public right of way improvements, and landscaping.

**Public Building Commission of Chicago (PBC)**  
**Program Project Management and Controls Services**  
 Chicago, Illinois

Assistant Project Manager: \$3.1B+ program including 124 projects consisting of over 80 LEED registered. Projects include: elementary schools, police stations, field houses, libraries and parks. LEED Certified - LEED Platinum. Most exceeded target level.

**CMG Accounting Service**  
 Chicago, Illinois

Accountant: Maintained books, performed accounts payable, and bank reconciliations and created financial statements for small businesses. Prepared business quarterly federal, state and local payroll and sales tax returns. Performed financial audits and compilations for a variety of small for profit businesses and nonprofit organizations. Prepared individual and business records for annual income tax return.



**Rouse Properties, Inc.**

Chicago, Illinois

Lease Administrator: Parallel conversion of leases from General Growth Properties to Rouse Properties, managing the information flow of permanent lease documents through the Business Intelligence Portal digital documents system. Performed cross review of specialty lease license agreements to ensure that agreement details had been entered into JD Edwards Enterprise accurately. Complied monthly preliminary property sales report.

**General Growth Properties, Inc.**

Chicago, Illinois

Project Administrator: Managed the finances of capital projects for east coast properties. Responsible for the coordination of various capital improvements, and for processing and monitoring transactions for company's \$17M Solar Panel Project. Participated in the leadership team for the Construction Administration Q12 Impact teams. Utilized JD Edwards Enterprise to record tenant and contractors construction contracts, change orders and payments.

**General Growth Properties, Inc.**

Chicago, Illinois

Project Accountant, \$273M, ten projects, ensured contractor commitments and expenditures for shopping mall developments were in compliance with the approved budgets, and reviewed contracts and change orders prior to issuance to contractors and consultants.

**General Growth Properties, Inc.**

Chicago, Illinois

Project Administrator: Managed the finances of capital projects for east coast properties. Responsible for the coordination of various capital improvements, and for processing and monitoring transactions for company's \$17M Solar Panel Project. Participated in the leadership team for the Construction Administration Q12 Impact teams. Utilized JD Edwards Enterprise to record tenant and contractors construction contracts, change orders and payments.

**General Growth Properties, Inc.**

Chicago, Illinois

Tenant Administrator: \$13M, 26 mall and office properties, processed annual tenant construction allowances, lease terminations and brokers' commissions. Coordination between tenant, project managers, construction manager and mall management. Documented procedures and checklist into a written and instructional format.

**Fortineaux & Associates**

Evergreen Park, Illinois

Associate Auditor: Financial audits and compilations for small for-profit businesses and nonprofit organizations. Maintained books and created financial statements for small businesses using QuickBooks. Prepared individuals and businesses records for annual income tax returns. Maintained computers in the office, loading new software and making sure updates are installed.

**Applied Controls & Contracting Services**

South Holland, Illinois

Accounting Manager: \$10M annual sale, managed the accounting department. Responsibilities included supervision of staff, maintaining financial records, performing financial analyses, processing receivables, payables, payroll and periodic financial statements. Responsible for preparation of EEO reports, contracts, purchase orders and change orders. Managed health, business and workers compensation insurances. Coordinated the conversion from QuickBooks to Master Builder.

**Ortiz Mechanical Contractors**

Chicago, Illinois

Senior Project/Corporate Accountant: \$17M annual sales, maintained the financial records. Responsibilities included establishing internal controls, developing and implementing an effective system for maintaining workers compensation files which reduced an OSHA fine by 90% and preparing monthly and annual financial reports for external accountant.



## **CYNTHIA BLANEY**

### **Assistant Project Manager**

Cynthia is a diligent and developing construction professional with strong communication and teamwork skills which make her an asset to any team. With a passion for hands-on learning and diverse knowledge, she has taken on multiple opportunities to enhance her construction knowledge and skillset. Cynthia readily adapts to fast-paced environments and capably balances multiple responsibilities. Cynthia currently serves as a field engineer for the PBC's CDOT program.

#### **EDUCATION**

- Bachelor of Arts, Music Business & Entertainment Industry, Bradley University, 2023

#### **CERTIFICATIONS & LICENSES**

- HCCTP - Highway Construction Careers Training Program, City Colleges of Chicago
- OSH 30 Certified
- Flagger Certification
- Scaffolding Certification

#### **RELEVANT EXPERIENCE**

##### **Public Building Commission of Chicago (PBC)**

##### **Program Project Management and Controls Services**

Chicago, Illinois

Field Engineer: \$3.1B+ program of over 125 projects including: K-12 schools, police and fire stations, libraries, field houses, parks, and infrastructure. Implemented procurement through RFQ and RFP processes in compliance with applicable laws for design, construction, and other services for a variety of projects and project delivery methods .



## DEE BROOKENS

### Compliance & Procurement

Dee is a contractor administrator with expertise in public sector procurement, operations, supplier diversity, and contract compliance. With strong analytical and relationship management skills, Dee is highly capable of leading teams while prioritizing tasks and managing projects simultaneously. She also contributes extensive strategic planning, budget development, and management skills.

#### EDUCATION

- Master of Business Administration, DePaul University
- Bachelor of Science, DePaul University

#### CERTIFICATIONS & LICENSES

- CPPO - Certified Public Procurement Officer, National Institute of Governmental Purchasing (NIGO)
- CCA - Certified Compliance Administrator, American Contract Compliance Association (ACCA)

#### RELEVANT EXPERIENCE

##### **Public Building Commission of Chicago (PBC) Program Project Management and Controls Services**

Chicago, Illinois

Contract Administrator: \$3.1B+ program of over 125 projects including: K-12 schools, police and fire stations, libraries, field houses, parks, and infrastructure. Implemented procurement through RFQ and RFP processes in compliance with applicable laws for design, construction, and other services for a variety of projects and project delivery methods.

##### **Illinois State Toll Highway Authority (ISTHA) Construction, Engineering Professional Services, and Goods and Services**

Chicago, Illinois

Chief Procurement and Compliance Officer: Executive level oversight of \$1.1B in procurements and contracts.

##### **Chicago Housing Authority (CHA) Procurement and Contracts Division**

Chicago, Illinois

Chief Procurement Officer: Oversight of \$900M+ procurements for construction, professional services and commodities for agency and external property management firms.

##### **Cook County Government Procurement and Contracts Division**

Chicago, Illinois

Deputy Chief Procurement Officer: Managed \$1B+ procurements and contracts for Cook County Government department, bureaus and offices of elected officials.

##### **Chicago Park District Procurement and Contracts Division**

Chicago, Illinois

Deputy Director of Purchasing: Managed \$400M+ procurements and contracts for constructions, professional services, management services and supplies in accordance with the Code of the Chicago Park District, agency policies and applicable State Laws.

##### **Chicago Public Schools (CPS) Administration**

Chicago, Illinois

Operations Manager | Business Manager: Administrative responsibility for school's financial, contractual, and operational functions. Purchased goods and services, maintained fixed asset inventory and supervised technology plan implementation. Managed key administrative functions and staff in business office, facilities, security, food services and main office.





# Sujal Patel

## Senior Scheduler

### **EDUCATION**

- University of Illinois at Chicago
- Bachelor of Science in Civil Engineering

### **CERTIFICATIONS**

- IDOT Documentation of Contract Quantities
- IDOT - Hot mix
- Asphalt Level 1
- IDOT - Aggregate
- Testing Technician
- IDOT - Nuclear Gauge
- IDOT - STTP-S33 Soil Field Testing and Inspection Course
- PPM Global - Primavera P6 Scheduling Training

Mr. Patel is a Senior Scheduler with 15 years of experience in construction management and program management specializing in major infrastructure projects for agencies including CTA, CDA, and Metra. He has a proven track record of delivering results in fast-paced, high-pressure environments. His areas of expertise include managing complex project controls processes, including detailed scheduling, cost estimating, budgeting, risk analysis to efficiently coordinate project information across stakeholders and drive successful project execution.

### • **CTA: Red Line Extension** **Title: Senior Scheduler**

As part of the Program Management team for the \$2.5 billion extension of CTA's Red Line from 95th/ Dan Ryan to 130th Street, responsibilities included reviewing the monthly schedule and track updates from project leads and sub-consultants including monitoring upcoming work to ensure there are no negative floats, reviewing critical activities and change order activities, reviewing submittals, material delivery, procurement logs and daily follow-up. Additional responsibilities included presenting the monthly update to CTA, slippage reporting and schedule narrative including the activities completed in the prior month, milestone comparison chart, explanation of delays, new activities, constraints, and longest critical path analysis.

### • **CTA: All Stations Accessibility Program (ASAP) Logan Square Line California Station** **Title: Senior Scheduler**

○ Provide scheduling services for the \$13.5 million ASAP Logan Square Line California Station reconstruction creating vertical accessibility for all customers and requires the installation of elevators. This station possesses potentially significant architectural and historical features and will need to bring elements of the station up to current Chicago Building Code requirements. Additional scope includes the installation of additional exit only egress stairs from the platform to street level, stairs and platform widening and extension, and will require full validation of existing systems to incorporate new components. Responsibilities include preparing a full construction schedule during the 30%, 60%, 90%, and 100% design submittal milestones utilizing Primavera P6 and Critical Path Method; preparing schedule narrative explaining construction milestones, critical path analysis, long lead procurements, track shutdowns, and construction means & methods as a supporting document to full construction schedule; and coordinating workshops with CTA and Design team to review the construction schedule, risk management, and additional concerns.

### • **CTA: Cicero Avenue Grade Crossing Renewal** **Title: Senior Scheduler**

Provided scheduling services for the \$5M Cicero Avenue Grade Crossing Renewal at the intersection of Cicero Avenue and 21st Place, improving safety and reliability at a high-risk, at-grade crossing frequently used by pedestrians, motorists, CTA staff and passengers. Scope for the project included full removal and reconstruction of roadway surfaces, sidewalks, and track rubber boot systems to restore structural integrity and ADA compliance; replacement of the signal system, roadway and pedestrian gate mechanisms at the grade crossing including upgrading batteries, cables and the signal lighting system to LED; and the evaluation of advanced safety enhancements such as flexible median indicators, pedestrian signage, and LiDAR- and camera-activated warning systems as part of a pilot initiative to improve crossing safety. Responsibilities included preparing a full construction schedule during the 50% and 100% design submittal milestones utilizing Primavera P6 and Critical Path Method; preparing schedule narrative explaining construction milestones, critical path analysis, long lead procurements, track shutdowns, and construction means & methods as a supporting document to full construction schedule; and coordinating workshops with CTA and Design team to review the construction schedule, risk management, and additional concerns.

### • **Chicago Transit Authority Non-Revenue Rail Vehicle Maintenance Facility** **Title: Senior Scheduler**

○ Provided full schedule review of both engineering and construction schedule for the \$65M new 70,000 square foot maintenance facility building for CTA and site improvements in the Lower 63rd Yard. Scope of the project includes providing design and construction services of new precast building for the maintenance and repair of over 125 pieces of power and way equipment used for right-of-



way maintenance. Responsibilities included combining and reviewing Primavera P6 schedules from both the engineering team and construction team, including activity links and lags, critical path, and project and total float with a written review for all parties after each monthly update.

- **Northern Indiana Commuter Transportation District (NICTD): South Shore Line West Lake Corridor**

**Title: Senior Scheduler**

- Responsibilities include reviewing the contractor's construction baseline and monthly schedule updates of the program management schedule for the \$852million, 8-mile extension of the South Shore Line. Duties include monitoring upcoming work to ensure there are no negative floats, review critical activities and change order activities. Identify and track changes, actual and potential, to the project scope. Monitor and review submittals, material delivery, procurement logs and daily follow-up in addition to the necessary productivity measurement studies and associated corrective measures. Responsible for submittal of monthly schedule update of the program management schedule, slippage reporting and schedule narrative including the activities completed in the prior month, milestone comparison chart, explanation of delays, new activities, constraints, and longest/critical path analysis. Prepare FTA monthly report.

- **Northern Indiana Commuter Transportation District (NICTD): Double Track**

**Title: Senior Scheduler**

- Responsibilities included reviewing the contractor's construction baseline and monthly schedule updates of the program management schedule for the \$210 million Double Track Program consisting of improvements to the South Shore Line by adding a second track to the single-track route and moving the street-running tracks along 10th and 11th Streets in Michigan City. Responsibilities include monitoring upcoming work to ensure there are no negative floats, reviewing critical activities and change order activities, identifying and tracking changes, actual and potential, to the project scope; monitoring and reviewing submittals, material delivery, procurement logs and daily follow-up in addition to the necessary productivity measurement studies and associated corrective measures. Additional duties include submittal of monthly schedule update of the program management schedule; slippage reporting and schedule narrative, including activities completed in the prior month; milestone comparison chart, explanation of delays, new activities, constraints, and longest/critical path analysis; and preparing FTA monthly report.

- **Metra Rock Island District Bridge 86 Over 78th St. Replacement & Vincennes Bridge Rehab**

**Title: Senior Scheduler**

- Provide scheduling services for the \$49.93M Rock Island District Bridge 86 over 78th St. and Station Entrance, and Vincennes Bridge Rehabilitation located in Chicago, IL. The scope consisted of design services for bridge repairs on Vincennes Bridge and replacement of Bridge 86 over 78th St. Coordinated with CDOT on maintenance of traffic/detour alternatives and temporary Traffic Signal Requirements, a secondary access for Auburn Park Station entrance at grade level, and head house at track level. Tasks include providing a suggested construction schedule in accordance with Metra's "Construction Scheduling Specification" and providing updates when needed.

- **Metra: Positive Train Control System Integrator Program**

**Title: Senior Scheduler**

- Responsibilities included monitoring future work to ensure there were no negative floats, reviewing critical activities and change order activities. Identified and track changes, actual and potential, to the project scope. Monitored and reviewed subcontractor construction schedules, submittals, material delivery, procurement logs and daily follow-up in addition to the necessary productivity measurement studies and associated corrective measures. Responsible for submittals of monthly schedule update, slippage reporting and schedule narrative including the activities completed in the prior month, milestone comparison chart, explanation of delays, new activities, constraints, and longest/critical path analysis.

- **CTA: East Lake, Milwaukee, and Illinois Substation Upgrade**

**Title: Project Controls Manager**

- Responsibilities included identifying and tracking changes, actual and potential, to the project scope, ensuring estimates of cost changes and schedule impacts are presented to the client and project management team. Monitored and reviewed contractor construction schedules, submittals, material delivery, procurement logs and daily follow-up in addition to the necessary productivity measurement studies and associated corrective measures.

- **CTA: Broadway Substation Upgrade**

**Title: Project Controls Manager**

- Responsibilities included identifying and tracking changes, actual and potential, to the project scope, ensuring estimates of cost changes and schedule impact are presented to the client and project management team. Monitored and reviewed contractor construction schedules, submittals, material delivery, procurement logs and daily follow-up in addition to the necessary productivity measurement studies and associated corrective measures.



# Shanti Sheba Reniguntala

## Senior Cost Estimator

### **EXPERIENCE**

- 17 Years Total
- 3 Years with Synnov

### **EDUCATION**

- Master of Science  
Civil Engineering,  
Construction Project &  
Engineering
- Oklahoma State  
University, 2007

### **PROFICIENCIES**

- Bluebeam
- Timberline
- Oracle Primavera P6
- HCSS Heavy Bid  
Estimating
- RS Means Estimating  
NECA
- Adobe PDF
- Quick Measure
- AutoCAD
- BIM
- Microsoft Project
- Microsoft Excel

Mrs. Reniguntala is a senior cost estimator with 17 years of experience in construction engineering and management. She is a highly skilled and results-driven professional specializing in developing and managing estimates for complex public, commercial, and institutional projects. With extensive expertise in preparing estimates from conceptual design through construction bid documents, she leverages current market pricing and maintains strong familiarity with local subcontractors and suppliers to ensure accurate and competitive cost assessments.

#### • **Cook County CCB Lobby Security Enhancements**

##### **Title: Senior Cost Estimator**

- Provide cost estimating services for lobby security enhancements to ten Cook County courthouses primarily in the security vestibules. Scope includes expanding lobby space with 3,000 square foot additions to five buildings, with alternates provided to remain within the current footprint, and security enhancements only to the additional five buildings. Estimates will include 30%, 60%, and 90% design level cost estimates, five of which will have alternates at each level.

#### • **Capital Development Board Illinois State Crime Lab**

##### **Title: Senior Cost Estimator**

- Provided cost estimating for the \$55M new construction Illinois State Police Crime Lab consisting of a 105,000 square foot forensic lab and District 5 Police Headquarters. The new facility will include approximately 65,000 square feet of lab space and approximately 40,000 square feet of office/administrative space for various units in Joliet on the site of District 5. It will achieve a minimum LEED Silver Certification. Estimates included the Program Analysis/Schematic Design phase, Design Development phase, and Construction Documents phase including 50%, 75%, and 100% level cost estimates.

#### • **University of Illinois Chicago School of Public Health and Psychiatric Institute Façade and Roof Repair & Window Replacement**

##### **Title: Senior Cost Estimator**

- Provided estimating services for the exterior envelope of an existing twelve-story university medical building at UIC School of Public Health and Psychiatric Institute, including the design development, 50% and 95% construction documents. Estimates included demolishing and removing selected portions of the structure; installing a new roof, parapet flashing, windows, and doors; and removing electrical conduits and various items attached to the walls while temporarily moving equipment on roofs.

#### • **Chicago Housing Authority Trumbull Park Homes**

##### **Title: Senior Cost Estimator**

- Provided cost estimating for 4 two-story buildings and 1 four-story building in Trumbull Park Homes, focusing on roof replacement and exterior façade masonry repairs. Scope included replacing roofing systems and tuckpoint adjacent exterior masonry walls with intent to meet City of Chicago building code, repointing reseat/stone joints and related components to eliminate moisture intrusion within the Trumbull Homes campus. Estimates included 50% and 100% complete design documents, and 100% bid documents.

#### • **Metra Task Orders Design Services Elgin Crew Facility**

##### **Title: Senior Cost Estimator**

- Provided cost estimating services for the \$3.3M interior renovation of Metra's 1,600 SF Elgin Crew Facility located on the Milwaukee District/West Line in Chicago. The focus of the interior renovation is to finish the empty half of the building and will include mechanical, plumbing, electrical, and fire protection provisions. The renovation consists of using unutilized space to enhance the current function of the space, which is to provide break facilities, get Metra updates, fill out paperwork, take digital training/testing, and attend meetings. Two 30% preliminary design estimates will be provided for two potential options for the renovation including communal space with adjustable tables, computer stations for training and testing, two

new unisex restrooms, a pantry/kitchenette, modified office space, existing ticketing office, rider waiting area, and mechanical/utility space.

- **Cook County Health Environmental and Hazardous Material Assessments Various Buildings**

**Title: Senior Cost Estimator**

- Provided cost estimating services for the multi-million, various buildings environmental and hazardous material assessment for Cook County Health. The 153-acre campus contains over 50 buildings and totals approximately 1.2M square feet. The assessments included abatement, remediation, demolition design, and DEMRS isolation design of several buildings on the campus. Responsibilities included providing estimates for multiple buildings on the campus for various hazardous materials removal including asbestos abatement, lead-based paint removal, mold/moisture damaged building materials, mercury containing equipment and containerized chemicals removal with special handling/disposal and removal of underground storage tanks.

- **Chicago Transit Authority Red Line Extension Complex Demolition of Acquired Properties**

**Title: Senior Cost Estimator**

- Provide cost estimating services for the \$10M RLE Complex Demolition design project consisting of the demolition of buildings on approximately 52 parcels with industrial, commercial, multi-family, single family, and necessary buildings; utility disconnects; environmental abatement and remediation site restoration; and removal of underground storage tank(s) and impacted soil at approximately 20 properties. Responsibilities include providing cost estimates for each parcel at 90% and 100% design development.

- **Chicago Transit Authority Red Line Extension Ordinary Design of Acquired Properties North and South**

**Title: Senior Cost Estimator**

- Provide cost estimating services for the RLE Ordinary Design project consisting of the demolition of buildings on approximately 12 parcels with a focus on single family residential and accessory buildings; utility disconnects; environmental abatement and remediation; and site restoration. The current buildings on the acquired properties will be demolished to accommodate the construction of new tracks, stations, and rail yard for the Red Line Extension. Responsibilities include providing a basis of construction cost estimate, construction cost estimate summary, and detailed construction cost estimates at various levels of design.

- **California Department of Corrections & Rehabilitation**

**Title: Senior Cost Estimator**

- Provided estimating services for the \$102M California Correctional Institute Tehachapi Wasco State Prison and North Kern State Prison renovations. The scope for both projects included renovations, ADA upgrades, additions, and new buildings to support the planned improvements to healthcare facilities for inmates within the secured prisons. Duties included providing full-scope cost estimates for the new buildings and renovations and RFI review and analysis.

- **Chicago Transit Authority ASAP O'Hare Line – Montrose Canopy Replacement**

**Title: Senior Cost Estimator**

- Provide cost estimating for the \$25M Montrose canopy replacement project as part of the All Stations Accessibility Program located along CTA's O'Hare Blue Line. The renovation will improve vertical accessibility by adding two new elevators, an accessible route to the elevators, and provide clearance for wheelchairs and other mobility devices throughout the station. Additional improvements include cleaning and painting the canopy structure, replacing the existing canopy, and replacing two stationhouse roofs. The construction cost estimates provide updates to the platform boarding area, including the replacement of the canopy roofing system with a polycarbonate roofing system, new speakers and cameras, new LED light fixtures and associated conduit and wiring; updates to Stationhouses North and South, including new ADA elevators, work on foundations, hoistway structures, enclosure/cladding, mechanical/electric systems, platform widening, new modified bitumen roofing system on existing station houses and new roofing on elevator hoistways, and removing existing stairs and providing new aluminum stair treads. Estimates include design validation, 30/60/90/100% design development, and Issue for Bid documents.

- **Chicago Department of Aviation (CDA) O'Hare Potable Water System Replacement H&R Building**

**Title: Chief Estimator**

- Provide cost estimating services for CDA's \$24M improvement to the potable water distribution system within O'Hare International Airport's critical infrastructure. The scope of this project included the demolition of existing piping, valves and dewatering; the replacement of valves and pipes and pumps, reservoir cleaning and inspection and descaling; and new electrical connections for Sluice gate operators, new panels for revised loads, new pumps, and some controls data cables and control conduit installations; and hazmat mitigation for building and ground removal. Responsibilities included providing all stages of estimating from conceptual to the final bid phase



# Ruben Herrera

## Documentation Technician

### EDUCATION

- Bachelor of Applied Science in Construction Management; Westwood College 2014

### PROFICIENCIES

- e-Builder
- InEight
- ProjectWise
- Procore
- SharePoint

Ruben Herrera is an experienced Document Control Manager with nine years of expertise in supporting complex infrastructure projects from initiation through completion. He demonstrates strong leadership, attention to detail, and the ability to manage competing priorities in fast-paced environments. Ruben has successfully collaborated with organizations such as Metra, the Illinois Department of Transportation (IDOT), the Chicago Department of Transportation (CDOT), the Illinois State Toll Highway Authority (ISTHA), and the Chicago Department of Aviation. Known for building strong relationships with staff and leadership at all levels, Ruben consistently delivers high-quality outcomes and exceeds client expectations.

- **Chicago Department of Transportation (CDOT) Pilsen Sustainable Streetscape**

**Title: Project Engineer**

- Provided project engineer services for the \$16.6M streetscaping project including new sidewalk and roadway surfaces, street trees and landscaped planters, roadway and pedestrian lighting, and light pole and free-standing community identifier elements. Responsibilities included creating project schedule, sub-contractor schedule, and employee schedule; daily production and quantity record keeping; provide topsoil testing and modifications to meet project desired specs; as well as calculating cost for topsoil production and trucking.

- **Chicago Department of Transportation (CDOT) 43rd Street Pedestrian and Bike Bridge over Lake Shore Drive and Railroad**

**Title: Project Engineer**

- Provided project engineer services for the \$31.5M project to build an overpass bridge over Lake Shore Drive to improve access to the South Lakefront. Responsibilities included coordinating closeout of hard copy documentation of contractors and reviewing CDOT documentation; verifying contract quantity sheets, materials tickets, change orders, and work orders; organizing and submitting daily correspondence and daily report hard copies; and zeroing out budget to the final agreement with the general contractors.

- **Illinois Department of Transportation Illinois 19 (Irving Park Road) at York Road**

**Title: Documentation Technician**

- Provided documentation technician services for the \$64M dollar construction project of a bridge to carry railroad over Irving Park Road in order to lessen traffic congestion and increase safety through this corridor. Responsibilities included setting up the contract web-based program by creating all work orders, invoices, and processing for client approval; submitting progress reports, reviewing all agreements and invoices; and providing support to Project Controls Manager, Contract Manager and Resident Engineer, along with additional tasks as the project progressed.

- **Metra GEC – West Elgin and Western Avenue Coach Yard Crew Facilities**

**Title: Document and Quality Control**

- Provided document and quality control for the \$4.2M Milwaukee District West Elgin and Western Avenue Coach Yard Crew Facilities located in Chicago, IL. The scope consisted of architectural design services for WACY and Elgin crew facilities with the focus being to finish the empty half of the building to capitalize on unutilized space to enhance the current function of the space and included mechanical, plumbing, electrical, and fire protection provisions. Responsibilities included managing the cloud-based document control system, attending weekly meetings, completing and distributing meeting minutes, and providing TPCQMP policies and requirement compliance managing as directed by the Federal Transit Authority's (FTA) Third Party Contractor Quality Management Plan (TPCQMP), adopted by Metra to use in Metra's GEC contract.



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- **Metra GEC – Rock Island Bridge 86 over 78th St. and Station Entrance**

**Title: Document and Quality Control**

- Provided document and quality control for the \$49.93M Rock Island Bridge 86 over 78th St. and Station Entrance located in Chicago, IL. The scope consisted of design services for bridge replacement and secondary access for Auburn Park Station entrance at grade level and head house at track level. Responsibilities included managing the cloud-based document control system, attending weekly meetings, completing and distributing meeting minutes, and providing TPCQMP policies and requirement compliance managing as directed by the Federal Transit Authority's (FTA) Third Party Contractor Quality Management Plan (TPCQMP), adopted by Metra to use in Metra's GEC contract.

- **Metra GEC - A2 RTC Modeling and VE Study**

**Title: Document and Quality Control**

- Provided document and quality control for the A2 RTC Modeling and VE Study. The scope consisted of Rail Traffic Controller (RTC) simulation model of rail traffic in a dense urban setting with the goal of achieving efficiency during construction of upgrading rail infrastructure projects and with the intent of improving traffic serving Chicago Union Station and Ogilvie Transportation Center. Responsibilities include managing the cloud-based document control system, attending weekly meetings, completing and distributing meeting minutes, and providing TPCQMP policies and requirement compliance managing as directed by the Federal Transit Authority's (FTA) Third Party Contractor Quality Management Plan (TPCQMP), adopted by Metra to use in Metra's GEC contract.

- **Metra GEC - Western Avenue Coach Yard Diesel Shop Roof Replacement**

**Title: Document and Quality Control**

- Provided document and quality control for the \$11.79M Western Avenue Coach Yard Diesel Shop Roof Replacement project located in Chicago, IL. The scope consisted of the demolition of the existing roof and heat trace system in the rain gutters, and replacement of existing heat trace power panel and transformer with an upsized electrical panel and transformer supporting all new heat trace controllers and wiring. Responsibilities include managing the cloud-based document control system, attending weekly meetings, completing and distributing meeting minutes, and providing TPCQMP policies and requirement compliance managing as directed by the Federal Transit Authority's (FTA) Third Party Contractor Quality Management Plan (TPCQMP), adopted by Metra to use in Metra's GEC contract.

- **Illinois Tollway I-390 - I-290 to York Road Project**

**Title: Documentation Technician**

- Provided documentation technician services for the construction of the Illinois Route 390 Tollway, providing access east toward O'Hare International Airport. Responsibilities included daily activity reports and daily inspection reports; creating project schedules, contractor schedules, and employee schedules; reviewing and understand project drawings and pointing out any potential obstacles; assisting the project manager and construction manager throughout the duration of the project.

- **Illinois Tollway Route 25/I-90 Interchange**

**Title: Documentation Technician**

- Provided documentation technician services for part of the \$2.5B Jane Adams Memorial Tollway Rebuilding and Widening Project consisting of widening asphalt overlays and shoulders, ramp reconstruction, and creating park-and-ride lot. Responsibilities included daily activity reports and daily inspection reports; review of project contract plans and specs to become familiar with the terms and conditions of the project; reviewing all correspondence, RFI's, submittals, and issues; generating and maintaining various logs and document control throughout the duration of the project, including implementing and documenting all changes to the contract drawings; assisting in the change order process.

- **Illinois Tollway I-294 NB Mile Long Bridge Project**

**Title: Documentation Technician**

- Provided documentation technician services for the \$500M Mile Long Bridge Project, including construction of two new, wider bridge structures, as well as storm water, drainage, and related infrastructure improvements. A critical piece of infrastructure on the Central Tri-State Tollway (I-294) corridor as it carries drivers over two major railroads, three water sources and local roads. Responsibilities include working with clients to review scope of work, quality control, budgeting, and price/task orders; as well as attending/scheduling progress meetings, and management meetings; reviewing all correspondence and determining actions required; and reviewing contract change orders and supervising distribution to the field team.



## Rajnik Gadhiya

### Resident Engineer

#### **EDUCATION**

- Master of Engineering in Construction Engineering and Management, Illinois Institute of Technology
- Bachelor of Engineering, Civil Engineering, Gujarat Technological University

#### **CERTIFICATIONS**

- IDOT Documentation of Contract Quantities #21-19339

#### **PROFICIENCIES**

- Primavera P6
- BlueBeam
- InfoEAM
- CDOT CMQA
- ArcGIS Pro

Mr. Gadhiya is a results-driven construction professional with extensive experience leading complex infrastructure projects from planning through execution. He brings expertise in construction management, cost estimation, and strategic coordination with government entities. His leadership ensures strict adherence to specifications, optimal use of resources, and unwavering commitment to safety protocols. Recognized for guiding multidisciplinary teams, Mr. Gadhiya consistently delivers high-quality projects on schedule and within budget, with a focus on operational excellence and client satisfaction.

#### ▪ **Chicago Department of Transportation - Bronzeville Corridor Improvement Project 47th Street from Prairie Avenue to Evans Avenue**

##### **Title: Resident Engineer**

- Served as Resident Engineer on the Bronzeville Corridor Improvement Project, supporting all construction phases in compliance with CDOT and IDOT Standards. Responsibilities included reviewing construction drawings and design specifications to ensure compliance with material requirements and contract documents. Developed strategic work plans and manpower schedules to optimize productivity and resource allocation. Coordinated with subcontractors to align schedules and scopes of work, and managed project documentation, including material submittals, RFIs, construction buyouts, and change orders. Additional

duties included conducting daily field meetings to allocate equipment, materials, and labor; supporting the estimating team in analyzing production rates and cost data; assisting with project closeout procedures; and preparing price escalation reports in response to material cost fluctuations.

#### ▪ **Chicago Department of Water Management Lead Service Line Replacement Program**

##### **Title: Resident Engineer**

- Served as Resident engineer for the Chicago Department of Water Management's Lead Service Line Replacement Program, supporting the planning and execution of critical infrastructure upgrades in compliance with municipal and environmental regulations. Responsibilities included overseeing field activities to ensure proper installation of lead service line replacements, coordinating with subcontractors, utility providers, and city departments to maintain project schedules and avoid conflicts. Managed labor, material, and equipment resources efficiently to optimize field productivity. Reviewed construction plans and specifications, conducted site inspections, and enforced safety and quality standards throughout the project. Maintained thorough project documentation, including daily reports, field logs, and material tracking, and assisted in project closeout processes, ensuring all deliverables were completed in accordance with regulatory and IDOT documentation standards.

#### ▪ **Chicago Department of Transportation - 95th Street Streetscape Project Wood Street to Ashland Avenue**

##### **Title: Resident Engineer**

- Served as the Resident engineer on a high-profile CDOT streetscape project, overseeing all field inspection and construction compliance with CDOT and IDOT Standards. Responsibilities included daily on-site supervision, maintaining and adjusting construction schedules to mitigate delays, and enforcing strict quality control measures. Acted as on-site safety inspector, ensuring full adherence to OSHA and project-specific safety regulations. Additional duties included coordinating and scheduling inspections, verifying permit compliance, managing environmental regulations, and



maintaining comprehensive project documentation, including daily logs, RFIs, submittals, and change orders. Oversaw utility coordination, traffic control planning, and the full scope of streetscape elements to ensure successful, on-time delivery in line with CDOT standards.

- **Chicago Department of Transportation - New City/Back of the Yards 47th Street and Ashland Avenue Corridor Improvement Project**

**Title: Field Engineer**

- Served as field engineer for the Chicago Department of Transportation New City/Back of the Yards 47th Street and Ashland Avenue Corridor Improvement Project. Responsibilities included reviewing construction drawings and design specifications, developing strategic work plans and manpower schedules, optimizing resource allocation, coordinating project schedules and scope of work, preparing submittals, construction buyouts, RFIs, and change orders as needed. Additional responsibilities included conducting on-site meetings, assisting the estimating team in analyzing production rates and budgets, and participating in successful project closeouts and preparing price escalation reports.

- **Chicago Department of Transportation Street Improvement – Devon Avenue to Arthur Avenue**

**Title: Field Engineer**

- Served as field engineer for the Chicago Department of Transportation Street Improvement Project, Devon Avenue to Arthur Avenue. Provided comprehensive field inspector support for a multi-million-dollar urban infrastructure improvement project, ensuring full compliance with CDOT and IDOT standards through the construction phase. Responsibilities included detailed review and interpretation of construction drawings, design specifications, and contract documents to verify material compliance and adherence to project scope.

- **Chicago Department of Water Management, Woodlawn Sewer Improvement**

**Title: Field Engineer**

- Served as field engineer for the Chicago Department of Water Management, Woodlawn Sewer Improvement Project. Responsibilities included overseeing plans and execution of lead service replacements in compliance with municipal regulations, inspection, reporting, internal auditing of previously completed work, and internal auditing of recorded items of work.

- **Illinois Department of Transportation (IDOT) Illinois 173 (Rosencrans Road) HMA Resurfacing and ADA Improvements**

**Title: Senior Field Engineer**

- Serve as the senior field engineer for IDOT's Illinois 173 (Rosencrans Road) HMA resurfacing and ADA improvement project, which included HMA surface removal, Class D patching, HMA paving, pavement marking, tree removal and selective clearing, as well as additional ancillary work. Responsibilities include maintaining crew and equipment daily records, creating daily activity reports, tracking quantity measurements and creating daily IDRs, contract spec compliance, updating quantity spreadsheets, and tracking of material use.

- **Cook County Forest Preserve, Big Marsh Trail Project**

**Title: Field Engineer**

- Served as field engineer for Cook County Forest Preserve's Big Marsh Trail Project which included the development of various eco-recreation activities at the park. Responsibilities included managing, planning, and executing environmental conservation infrastructure, ensuring allocation and project budgeting remained within scope, and collaborating with others on project development. Additional responsibilities included overseeing trail construction, scheduling and maintaining the timeline, and communicating with subcontractors and project stakeholders.



**EXHIBIT G**  
**INSURANCE**

**(INSURANCE FORMS FOLLOW)**

**EXHIBIT G**  
**PROJECT DEVELOPMENT SERVICES**  
**INSURANCE REQUIREMENTS**  
**PS3103C**

The Consultant and its Subconsultants must provide and maintain at Consultant's and/or Subconsultant's own expense, until expiration or termination of this Agreement and during the time period following expiration if Consultant and/or Subconsultant is required to return and perform or reperform any Services, the insurance coverage and requirements specified below, insuring all Services related to the Agreement.

**C.1. INSURANCE TO BE PROVIDED:**

**C.1.1. Workers' Compensation and Employers Liability**

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness, or disease.

**C.1.2. Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, property damage liability and contractual liability. Coverage must include but is not limited to the following: All premises and operations, Services rendered, products/completed operations, defense, and contractual liability. The Commission, the User Agency, and their respective Board members, employees, elected and appointed officials, and representatives must be named as Additional Insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

**C.1.3. Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with Services provided, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Commission the User Agency, and their respective Board members, employees, elected and appointed officials, and representatives must be named as Additional Insured on a primary, non-contributory basis.

Subconsultants performing work for the Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

**C.1.4. Professional Liability**

When Consultant performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering contractual liability, deficient performance, acts and errors or omissions. The policy shall include coverage for acts, including but not limited to contractual liability, deficient performance and errors or omissions, in Consultant's or Key Personnel's performance or failure to perform Services pursuant to the Agreement. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the start date of Services provided pursuant to the Agreement. Coverage must be maintained for two years after the Completion Date. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subconsultants performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

### **C.1.5. Property**

The Consultant is responsible for all loss or damage to Commission or the User Agency's property at full replacement cost. The Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Consultant, Consultant's Key Personnel or Consultant's Subconsultants.

### **C.1.6. Valuable Papers**

When any plans, designs, drawings, specifications, data, media, and documents are produced or used under the Agreement, Valuable Papers Insurance will be maintained in an amount to insure against any loss whatsoever and will have limits sufficient to pay for the re-creation and reconstruction of such records.

## **ADDITIONAL REQUIREMENTS**

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the Initial Term or any Additional Terms of this Agreement. The Consultant must submit evidence of insurance to the PBC prior to Agreement award. The receipt of any certificate does not constitute agreement by the PBC that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in full compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified insurance. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of its obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement and/or an Event of Default, and the Commission retains the right to either: (i) stop work at Consultant's sole cost and expense until proper evidence of insurance is provided; or (ii) Terminate the Agreement.

The Commission reserves the right to obtain copies of insurance policies and records from the Consultant and/or its Subconsultants at any time upon written request.

The insurance must provide for thirty (30) days prior written notice to be given to the Commission if coverage is substantially changed, canceled, or not renewed.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Consultant. All self-insurance, retentions and/or deductibles must conform to these requirements.

The Consultant hereby waives and agrees that their insurers waive their rights of subrogation against the Public Building Commission of Chicago any User Agency, their respective Board members, employees, elected officials, or representatives.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

The insurance coverage and limits provided by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by Commission and any other User Agency do not contribute with insurance provided by the Consultant under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

The Consultant must require all its Subconsultants to provide the insurance required in this Agreement, or Consultant

may provide the coverage for its Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant.

If Consultant or its Subconsultants desires additional coverage, Consultant or Subconsultant is solely responsible for the acquisition and cost.

Contractor must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
  - a. All required entities as Additional Insureds
  - b. Evidence of waivers of subrogation
  - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 and CG2037 (as applicable)

The Public Building Commission maintains the rights to modify, delete, alter, or change these requirements.

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