



Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

PROJECT DEVELOPMENT SERVICES

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

MCKISSACK + OCHI JOINT VENTURE

FOR

**PROJECT DEVELOPMENT SERVICES
PS3103D**

Public Building Commission of Chicago

Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

FIRM NAME:	McKissack + Ochi Joint Venture
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Mayor Brandon Johnson
Chairman
Ray Giderof
Executive Director

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Project Development Services – PS3103D

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 **McKissack + Ochi Joint Venture** (“Consultant”) with offices at **111 East Wacker Drive, Suite 420, Chicago, IL 60601** 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 – PS3103D

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: *[Signature]*
Brandon Johnson
Chairman

2/4/2026
Date

By: *Mary Pat Witry*
Mary Pat Witry
Secretary

2/2/2026
Date

McKissack + Ochi Joint Venture

By: *[Signature]*

Print Name: Deryl McKissack

Title: CEO

By: *Robert Ochi*

Print Name: Robert Ochi

Title: President

County of Montgomery
State of Maryland

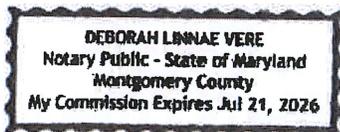
AFFIX CORPORATE
SEAL, IF ANY, HERE

Subscribed and sworn before me by Deryl McKissack

as CEO of McKissack this 23 day of January, 2026.

[Signature]
Notary Public

My Commission Expires July 21, 2026



Approved as to Form and Legality:

By: *Anne L. Zredl*
Neal & Leroy, LLC

1/28/2026
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. 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 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 to 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

With a copy to:

Langdon D. Neal
Neal & Leroy, LLC
20 S. Clark Street, Suite 2050
Chicago, Illinois 60603
lneal@nealandleroy.com

If to Consultant:

Girard Jenkins
McKissack + Ochi Joint Venture
111 East Wacker Drive, Suite 420
Chicago, Illinois 60601
girard.jenkins@mckinc.com

Robert Ochi
McKissack + Ochi Joint Venture
410 North Michigan Avenue, Suite 1020
Chicago, Illinois 60611
robert@raigroup.net

With a copy to:

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 – PS3103D
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>*Notes: Consultants must comply with all requirements as described by the Commission relating to authorization and/or payment. <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 McKissack & McKissack Midwest, Inc.

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 type="checkbox"/>	<input checked="" 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"/>

EXHIBIT A – LEGAL ACTIONS

FIRM NAME Ochi Consulting + Partners

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 type="checkbox"/>	<input checked="" 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"/>

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 Deryl McKissack, as Chief Executive Officer
Name Title

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

RESPONDENT			
Name of Firm:	McKissack & McKissack Midwest, Inc.		
Address:	One Illinois Center, 111 East Wacker Drive, Suite 420		
City/State/Zip:	Chicago, IL 60601		
Telephone:	312.751.9800	Facsimile:	Not Available
FEIN:	04-3626055	SSN:	Not Applicable
Email:	Girard.Jenkins@mckinc.com		
Nature of Transaction: Professional Services Business 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 checked="" type="checkbox"/> Corporation	<input 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

State of Incorporation or Organization:		Illinois
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:	NA	
Telephone:	NA	
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
Deryl McKissack	Chief Executive Officer	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
Deryl McKissack	One Illinois Center 111 East Wacker Drive Suite 420 Chicago, IL 60601	100 %
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name: NA
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input checked="" 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
N/A		%
		%
		%
		%
		%

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 checked="" type="radio"/> Yes <input type="radio"/> 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)	
N/A	
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
N/A	

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-rigging² 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-rotating⁴ 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**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/FEEES

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 Contract'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
Deryl McKissack

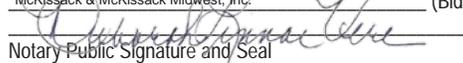
 Name of Authorized Officer (Print or Type)
Chief Executive Officer

 Title
312/925.9965

 Telephone Number

State of Maryland
County of Montgomery

Signed and sworn to before me on this 7th day of October, 2025 by
Deryl McKissack (Name) as Chief Executive Officer (Title) of
McKissack & McKissack Midwest, Inc. (Bidder/Proposer/Respondent or Contractor)



 Notary Public Signature and Seal

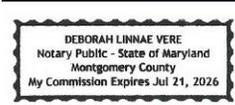


EXHIBIT B – DISCLOSURE AFFIDAVIT

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 Robert Ochi, as President
 Name Title

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

RESPONDENT			
Name of Firm:	Ochi Consulting + Partners		
Address:	420 North Michigan Ave, Suite N1020		
City/State/Zip:	Chicago, Illinois 60611		
Telephone:	312-726-7505	Facsimile:	312-726-7506
FEIN:	36-3767226	SSN:	
Email:	robert@raigroup.net		
Nature of Transaction: Request for Services			
<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 checked="" type="checkbox"/> Corporation	<input 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

State of Incorporation or Organization:		Illinois
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:	Chicago, Illinois 60611	
Telephone:	312-726-7505	
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
N/A	President	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
Robert Ochi	1020 North Michigan Avenue, Suite N1020 Chicago, Illinois 60611	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 checked="" 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
N/A		%
		%
		%
		%
		%

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)	
N/A	
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
N/A	

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 Contract'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.

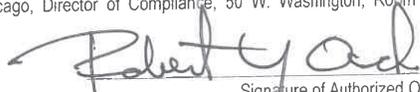
H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

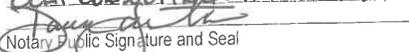
Under penalty of perjury I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

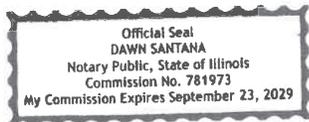
The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm 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
Robert Ochi
 Name of Authorized Officer (Print or Type)
President
 Title
312-731-7072
 Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 3rd day of October, 2025 by
ROBERT OCHI (Name) as PRESIDENT (Title) of
OCHI CONSULTING + PARTNERS (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal



Date of Issue: August 21, 2025
RFP_Project Development Services_PS3103_Final

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): **Project Development Services PS3103**

Description of goods or services to be provided under Contract: **Project Development Services as described in the PBC Request for Proposal PS3103 which includes specific responsibilities and/or program-wide responsibilities from Planning, Design, Construction through Closeout.**

Name of Consultant: **McKissack & McKissack Midwest, Inc.**

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

Deryl McKissack
Name (Type or Print)

October 7, 2025
Date

Chief Executive Officer
Title

Subscribed and sworn to before me
this 7th day of October 2025


Notary Public

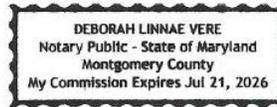


EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

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): **Project Development Services PS3103**

Description of goods or services to be provided under Contract: **Project Development Services as described in the PBC Request for Proposal PS3103 which includes specific responsibilities and/or program-wide responsibilities from Planning, Design, Construction through Closeout.**

Name of Consultant: **McKissack & McKissack Midwest, Inc.**

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:

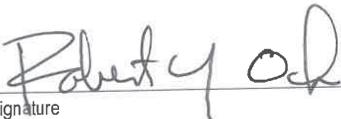
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines 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

10/3/2025
Date

Robert Ochi
Name (Type or Print)

President
Title

Subscribed and sworn to before me
this 3rd day of October 2025


Notary Public

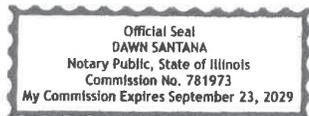


EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

(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 D

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

Name of Project: Project Development Services PS3103

STATE OF ILLINOIS }
 }SS
COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the Deryl McKissack, Chief Executive Officer of McKissack & McKissack Midwest, Inc. & Robert Y. Ochi, President of Ochi Consulting + Partners
Title and duly authorized representative of

McKissack & McKissack Midwest, Inc. & Ochi Consulting + Partners
Name of Professional Service Provider whose address is

One Illinois Center | 111 East Wacker Drive | Suite 420 | Chicago, IL 60601 (McKissack) & 410 North Michigan Avenue, Suite 1020, Chicago, Illinois 60611 (Ochi)

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
SQN Associates, LLC	Infrastructure Support	\$ N/A	\$ N/A
APMonarch, LLC	LEED/Sustainability Support	\$ N/A	\$ N/A
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ N/A	\$ N/A
Percent of Total Base Bid		N/A %	N/A %

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.

Note: The dollar goals will be established for each assigned project, based on the scope of work and alignment with available MBE/WBE contractor services.



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:

Name of Contractor (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

McKissack & McKissack Midwest, Inc.

Joint Venture Partner (Print)

October 7, 2025

Date

202/347.1446



Signature

Deryl McKissack, Chief Executive Officer

Name (Print)

MBE ___ WBE Non-MBE/WBE ___

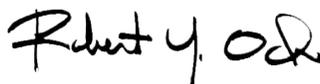
IF APPLICABLE:

BY:

Ochi Consulting + Partners

October 7, 2025

312/731.7072 | m



Robert Y. Ochi, President

MBE X

EXHIBIT E
JOINT VENTURE AGREEMENT AND AFFIDAVIT

(AGREEMENT FOLLOWS)

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 McKissack + Ochi JV (MMOCP)
- B. Address of joint venture 111 E. Wacker Drive, Suite 420
Chicago, IL 60601
- C. Phone number of joint venture 312.751.9800
- D. Identify the firms that comprise the joint venture
McKissack & McKissack Midwest, Inc. (MM) and Ochi Consulting + Partners (OCP)

- 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.)

Both firms are MBE certified and together make up 100% of the JV. As PM/CM firms, our services complement and reinforce one another, allowing us to leverage our combined strenghts to align with the needs of each specific PBC task order. McKissack will serve as the managing partner of the JV and manage all administrative functions, while both will deliver proven expertise and high-quality services across PBC projects.

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

- E. Nature of joint venture's business

This JV unites two proven PM/CM firms, combining complementary expertise to deliver comprehensive oversight, effective management, and seamless execution. Together, we bring the depth of experience and resources needed to meet PBC's priorities and deliver projects with quality, efficiency, and accountability.

- F. Provide a copy of the joint venture agreement. Upon award of the PBC contract, a formal JV Agreement will be executed. Statements in this Schedule B are informational only, and the executed JV agreement shall govern.

- G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? 100 %

- H. Specify as to:
 - 1. Profit and loss sharing Commensurate with partnership percentage %
 - 2. Capital contributions, including equipment Commensurate with partnership percentage %
 - 3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

As managing partner, McKissack will be responsible for all administrative functions, including invoicing, contract compliance, and related documentation, with this service provided for a 0.5% fee. However, any binding decisions must be agreed upon as outlined in the final JV agreement.



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

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

Loan agreements between the JV partners shall not be applicable. Each firm expressly agrees to be bound by the payment terms established by the PBC, and no partner shall seek payment from the other until such time as the PBC has released payment to the Joint Venture.

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 Girard Jenkins / Robert Ochi (both minority males)

2. Management decisions such as:

a. Estimating Girard Jenkins / Robert Ochi (both minority males)

b. Marketing and Sales Girard Jenkins / Robert Ochi (both minority males)

c. Hiring and firing of management personnel Girard Jenkins / Robert Ochi (both minority males)

d. Other Girard Jenkins / Robert Ochi (both minority males)

3. Purchasing of major items or supplies Girard Jenkins / Robert Ochi (both minority males)

4. Supervision of field operations Girard Jenkins / Robert Ochi (both minority males)

5. Supervision of office personnel Girard Jenkins / Robert Ochi (both minority males)

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.

McKissack will maintain the books of the Joint Venture, with a separate cost center established for transparency. Related expenses will follow the terms of the JV Agreement. No partner may commit or obligate the JV without the agreement of both partners. Contract cash flow will align with each partner's agreed share.

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.

Each JV member will assign staff to support operations, who will remain employees of their respective firms. The JV is solely for administering PBC work, with only the principals of each firm recognized as JV principals. Staffing levels and positions will be determined by project needs.

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

This JV reflects our commitment not only to meet and exceed PBC M/WBE goals, but also to support other WBE firms, provide opportunities to small businesses, and foster an environment that welcomes and develops newcomers into the workforce.

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.

McKissack & McKissack Midwest, Inc.
Name of Joint Venturer
[Signature]
Signature
Deryl McKissack
Name
Chief Executive Officer
Title
October 3, 2025
Date

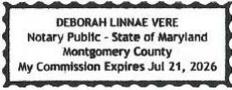
Ochi Consulting +Partners
Name of Joint Venturer
[Signature]
Signature
Robert Ochi
Name
President
Title
October 3, 2025
Date

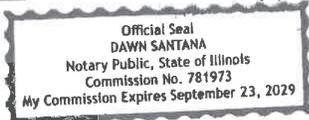
State of MD County of Montgomery

State of IL County of Cook

On this 3rd day of October, 2025
before me appeared (Name)
Deryl McKissack
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)
McKissack & McKissack Midwest, Inc.
to execute the affidavit and did so as his or her
free act and deed.

On this 3rd day of October, 2025 before
me appeared (Name)
Robert Ochi
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)
Ochi Consulting + Partners to
execute the affidavit and did so as his or her
free act and deed.

[Signature]
Notary Public
Commission (SEAL)


[Signature]
Notary Public
Commission expires:
(SEAL)


Date of Issue: August 21, 2025

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JOINT VENTURE AGREEMENT

This Joint Venture Agreement (this “**Agreement**”) is effective as of January 23, 2026 and executed by and between McKissack & McKissack Midwest, Inc. (“**McKissack**”), an Illinois corporation, and Ochi Consulting + Partners (“**OCP**”), an Illinois corporation (McKissack, and together with OCP, the “**Parties**”, and individually, a “**Party**”), on the following terms and conditions:

RECITALS

WHEREAS, the Parties have determined to form a joint venture ("**Joint Venture**") for the limited purpose of executing, performing and completing a contract (the "**Contract**") with The Public Building Commission of Chicago, an Illinois municipal corporation and political subdivision of the State of Illinois (the "**PBC**"), to provide project development services on an indefinite delivery, indefinite quantity basis, which services may apply to one or more individual projects, task orders, or work authorizations issued under the Contract. For purposes of this Agreement, the various projects, task orders, or work authorizations, with respect to which the Joint Venture provides services under the Contract shall be collectively referred to as the “**Project**”;

WHEREAS, the Parties have determined to enter into this Agreement in order to set forth their respective responsibilities, interests and liabilities in connection with the performance and completion of the Contract: and

WHEREAS, each Party will contribute personnel and resources necessary to perform their respective scope of work and share risks of the Joint Venture in proportion to their respective Percentage of Participation (as described below).

WHEREAS, the Joint Venture will be treated as a partnership for tax purposes.

NOW THEREFORE, in consideration of the mutual promises and agreements herein set forth, the Parties hereby agree to constitute themselves as joint venturers for the limited purpose of executing, performing and completing the Contract as a Joint Venture pursuant to the following terms and conditions:

Section 1. Purpose of the Joint Venture.

(a) The Parties hereby form a Joint Venture for the limited purposes set forth above and any lawful incidental acts. The name of the Joint Venture shall be "McKissack + Ochi JV." The principal office of the Joint Venture shall be located at 111 East Wacker Drive, Suite 420, Chicago, Illinois 60601.

(b) A full and complete copy of the Contract, when entered into by the Joint Venture, shall be attached hereto as Exhibit A and incorporated herein by reference.

(c) It is expressly understood that nothing contained in this Agreement shall create or be interpreted or construed to create any permanent relationship between the Parties or as a

limitation upon any of their powers or rights to carry on their individual business interests for their sole individual benefit other than in relation to the Project. Nothing contained herein shall be construed to grant to any Party any power to act as general agent for or to create any obligations on behalf of the other Party, except as otherwise set forth herein.

Section 2. Percentage of Participation.

(a) The respective interests of the Parties in the profits and losses of the Joint Venture shall be in direct proportion to the payments received by the Joint Venture from the PBC for the respective services performed by the Parties pursuant to the Contract (the “**Services**”).

(b) Unless otherwise agreed to by the Parties, the Joint Venture shall have no employees. All personnel necessary to perform work required under the Contract shall be provided (i) by the Parties, through their respective personnel, or (ii) by subcontractors to the Joint Venture. The Joint Venture will bill the PBC in accordance with the Contract for Services provided by the Parties. All payments from the PBC received by the Joint Venture for services provide by a Party shall be remitted to the Party performing such Services within seven (7) business days of receipt by the Joint Venture of such payment from the PBC. The Parties agree that the Managing Party (as defined in Section 3(d)) may retain from payments to the Parties, in accordance with the respective Percentage of Participation (as defined in Section 2(d)), an amount necessary to pay amounts pursuant to Section 2(e) hereof or to replenish the Reserve Fund (as defined in Section 2(g)).

(c) The Parties agree that economically (as between the Parties) the Joint Venture is not being operated to generate profit to be shared by the Parties; rather, the Joint Venture will act as a conduit for billing and remitting to the Parties payments received by the PBC for Services performed by the Parties. Each Party shall be solely responsible for any obligation under the Contract to repay the PBC any amounts paid to such Party for Services or to re-perform any defective Services provided by such Party.

(d) It is the intention of the Parties that responsibility for the performance of Services (based on the dollar value of such Services pursuant to the Contract) shall be allocated between the Parties in the following approximate proportions (each, a “**Percentage of Participation**”):

(a) McKissack 51%

(b) OCP 49%

Notwithstanding the foregoing, while it is the intention of the Parties that, over the life of the Project, Services will be allocated between the Parties based on their respective Percentage of Participation, the Parties recognize that the allocation of Service between the Parties may vary from time to time based on the stage of the Project, the requirements of individual task orders and work authorizations, the availability of required personnel, and other similar factors.

(e) The Joint Venture shall pay the Managing Party an administrative fee (the “**Administrative Fee**”) to cover the costs of managing the day-to-day administrative affairs of the Joint Venture, including invoicing, subcontractor administrative management, and

coordinating the activities of the Joint Venture's accountants, attorneys and other outside advisors. The Administrative Fee shall equal 1% of the payments received by the Joint Venture for the PBC, but not more than \$2,500 or less than \$1,500 per month. All third party costs and fees, incurred in connection with the conduct of business of the Joint Venture, shall be separately borne by the Parties in proportion to their Percentages of Participation. Each Party shall be responsible for its own accounting and tax returns.

(f) Financial Statements shall be provided to each partner at least quarterly.

(g) Promptly following the execution of this Agreement, the Parties shall contribute a total of \$12,000 (\$6,120 McKissack and \$5,880 OCP) to the Joint Venture in accordance with their respective Percentage of Participations to establish a reserve fund (the "**Reserve Fund**"). The Managing Party may use the Reserve Fund to pay amounts payable to the Managing Party or third Parties as contemplated by Section 2(e) or maintain the Reserve Fund as security for payment of such amounts. The Managing Party may require the Parties to replenish the Reserve Fund from time to time.

(h) The Parties agree that in the event of any losses, liabilities, or damages arising out of or resulting from the performance and completion of the Contract, each Party shall assume and pay the share of such losses, liabilities, or damages that is equal to its Percentage of Participation, except that:

- i) Liability for any portion of the Services performed solely by one Party shall be assumed solely by such Party;
- ii) Liability for failure to comply with applicable laws and regulations shall be assumed by the Party failing to comply;
- iii) Liability arising out of or related to independent subconsultants of a single Party shall be assumed by the Party that has contracted with such independent subconsultants;
- iv) Liability for claims, penalties and damages shall be assumed by the Party that caused such liability, or, in the case of liability caused by both Parties, by each Party in such share as is proportionate to its respective responsibility for the default;
- v) Liability for claims, penalties and damages arising from or related to a Party's failure to comply with the insurance requirements set forth herein shall be assumed by the Party so failing to comply; and
- vi) Each Party agrees to indemnify and hold the Joint Venture and the other Party harmless from any and all claims, demands, damages, cases, expenses, suits, actions, liabilities and losses to the extent caused by (x) its negligence, or the negligence of its employees, agents or subcontractors, (y) any action taken by it in regard to matters not involving the purpose of the Joint Venture or that are in contravention of the terms of this Agreement, and (z) any breach by it of its obligations under this Agreement or the

Contract.

(i) If a dispute arises between the Parties as to which Party shall assume liability for any claim, suit, damages, expense or penalty, each Party shall provisionally assume a share of such liability in accordance with their Percentage of Participation until the dispute is settled by agreement between the Parties, or pursuant to Section 19 of this Agreement.

(j) In no event shall either Party be liable to the other Party for any incidental, special, consequential or punitive damages arising under or related to this Agreement, the Contract, or otherwise, except for such damages that are claimed by the PBC or third parties and are subject to indemnity under this Agreement.

Except as otherwise provided in Section 2(h), in the event that a Party sustains any liability, or is required to pay losses, or damages in connection with the performance and completion of the Contract or any other obligations arising under this Agreement that is in excess of its Percentage of Participation, the other Party shall promptly reimburse such affected-Party the amount or amounts of the losses or damages paid and/or liabilities assumed by such affected-Party that are in excess of such Party's Percentage of Participation so that each member of the Joint Venture will then have paid its proportionate share of such losses or damages and/or liabilities assumed that is equal to its Percentage of Participation.

Section 3. Management.

(a) The management of the Joint Venture shall be conducted by a Management Committee consisting of four persons, two of whom shall be representatives of McKissack and two that shall be representatives of OCP. Each of the Parties hereby appoints the representatives listed in Paragraph 3(b) below to the Management Committee to act on its behalf and bind the respective Party appointing such representatives in any significant decisions or actions of the Joint Venture. Each representative shall have one vote with respect to all matters that come before the Management Committee. The Management Committee shall endeavor to reach unanimous agreement on all significant decisions and actions of the Joint Venture. If the Management Committee cannot reach unanimous agreement on a matter that requires approval of the Management Committee, the Parties may submit the matter for dispute resolution pursuant to Section 19 of this Agreement. In the interim, and until such time as the disagreement is resolved, the Managing Party, shall have the necessary authority to proceed, subject to the restrictions set forth in Section 3(h) of this Agreement, to take those steps, with respect to the matter in dispute, as the Managing Party reasonably determines to be necessary or appropriate to safeguard the best interests of the Project and the Joint Venture..

(b) Designated Representatives:

For McKissack:

Carmelo Torrisi, President

Girard Jenkins, Vice President, Midwest & West Region

For OCP:

Robert Ochi, President

Javier d'Escoto, Senior Project Manager

A Party may change its representative[s] at any time by serving written notice to the other Party, but until such appointment and service of notice, the actions of the representative[s] hereby appointed shall be conclusively binding on such Party. Any change to the representative[s] set forth above shall be subject to the approval of the other Party, which approval shall not be unreasonably withheld.

(c) The representatives listed above shall meet regularly, not less than once every four (4) months, and other times as required to act on any significant decisions or actions of the Joint Venture and shall meet as soon as practical, and no more than 5 business days, after a meeting is called by the Project Executive or a representative of any Party. Such meetings will require a quorum of at least three members.

(d) The general management and administration of the Contract and coordination with PBC shall be under the charge and control of McKissack (the “**Managing Party**”); provided that McKissack does not assume by virtue of such role liability for services performed by OCP or any subcontractor to the Joint Venture.

(e) No representative shall be liable to the Parties or the Joint Venture by reason of his or her acts in such representative capacity, except in the case of gross negligence or actual fraudulent or dishonest conduct.

(f) Notwithstanding anything in this Agreement to the contrary, without the prior unanimous written consent of the Management Committee, neither the Managing Party nor any other person or entity may unilaterally:

- i. Borrow money in the name of the Joint Venture;
- ii. Bring, institute, commence, compromise, settle, dismiss, or release any claim belonging to the Joint Venture, or, on behalf of the Joint Venture, litigate or mediate, or consent to the mediation of any claim, dispute or controversy against or involving the Joint Venture or the Contract;
- iii. Effect the allocation between the Parties of Services under the Contract (based on the dollar value of such Services pursuant to the Contract) other than approximately in accordance with the Percentage of Participation of the Parties;
- iv. Execute or deliver on behalf of the Joint Venture any indemnity or surety bond or guarantee, or in any manner cause the Joint Venture to become a surety, guarantor or accommodation party on any obligation whatsoever;
- v. Engage or hire any subconsultant or subcontractor of the Joint Venture;
- vi. Admit any additional person, firm or corporation to the Joint Venture; or
- vii. Except as expressly provided herein, commit the other Party or the Joint Venture to any liability, duty, or obligation, other than the provision of Services as contemplated by the Contract and this Agreement.

(g) **Tax Matters Representative.**

- a. The Parties hereby appoint McKissack as the "partnership representative" as provided in Code Section 6223(a) (the "**Tax Matters Representative**").
- b. The Tax Matters Representative shall be responsible for and authorized to:
 - i. manage the funds of the Joint Venture;
 - ii. cause the preparation of quarterly financial statements to be furnished to the Joint Venture partners;
 - iii. cause the preparation and filing of all tax returns, including the selection of the professional accounting services engaged for completing such tasks;
 - iv. represent the Joint Venture in connection with all examinations of its affairs by taxing authorities, including resulting administrative and judicial proceedings, and to expend Joint Venture funds for professional services and costs associated therewith;
- c. The Joint Venture shall defend, indemnify, and hold harmless the Tax Matters Representative against any and all liabilities sustained as a result of any act or decision concerning Joint Venture tax matters and within the scope of the Tax Matters Representative's responsibilities, so long as such act or decision was done or made in good faith and does not constitute gross negligence or willful misconduct.

Section 4. Performance of the Contract.

(a) Each Party shall be responsible for performing the Services under the Contract, allocated or assigned to such Party under this Agreement, in accordance with the terms of the Contract. A Party's respective scope of services may be adjusted from time to time by the Managing Party, as necessary to perform the Joint Venture's scope of services under the Contract, and subject to the terms of the Contract. Each Party will furnish the resources necessary to perform their respective scope of services, including without limitation personnel and equipment. Each Party shall provide other field or office personnel as and when determined by the Management Committee.

(b) The Parties will provide other field or office personnel as and when determined by the Management Committee.

Section 5. Reimbursable Expenses. Reimbursement of a Party's expenses shall be subject to the terms of the Contract, or, in the event of the Joint Venture reimbursing a Party, shall be approved by the Management Committee.

Section 6. Joint Venture Funds.

- (a) Bank account(s) shall be opened in such bank(s) and under such description(s) as

the Management Committee may determine in the name of the Joint Venture. The funds of the Joint Venture held in such bank accounts shall be managed by the Managing Party. All contributions to working capital, as well as all proceeds from the Contract and other money belonging to the Joint Venture shall be deposited in such accounts and not commingled with any funds of either Party. Likewise, all payments and disbursements for expenses of the Joint Venture shall be paid from the opened bank accounts. Bank statements for such bank account(s) shall be provided to the Management Committee on a monthly basis.

(b) Fees paid under the Contract shall be deposited into the account established pursuant to Section 6(a) above.

Section 7. Employees. All personnel furnished to the Project by any Party, including salaried, hourly and trade employees, shall remain employees of such Party and shall be paid by such Party, with no right of reimbursement by the Joint Venture. The Joint Venture shall not have employees without the specific authorization of the Management Committee.

Section 8. Books and Records.

(a) Books of account for the Joint Venture and the performance of the Contract, and all matters pertaining thereto, shall be kept and maintained by the Managing Party. Authorized representatives of the Parties shall have the right to inspect, audit, copy and review the Joint Venture accounts and records at reasonable times and upon reasonable notice. The Party requesting such inspection, audit (beyond once annually as provided in Section 8(b)), copying or review shall be responsible for any associated costs, which will not be charged to, or be an expense of, the Joint Venture.

(b) All books of records and accounts of the Joint Venture shall, at the request of any Party, be reviewed or audited at the end of each calendar-year during performance of the Project, by a certified public accounting firm selected by the Management Committee. The cost of such audits shall be an expense of the Joint Venture and each Party shall bear the cost of such audits in accordance with their respective Percentage of Participation.

Section 9. Tax Returns. At the end of the calendar-year in which this Agreement is executed, and each calendar-year or fraction thereof thereafter, until the work for which the Joint Venture was formed is completed, there shall be prepared and filed on behalf of the Joint Venture a United States Partnership Information Return and such other tax returns as shall be required of partnerships under applicable laws as determined by the Management Committee. Each Party agrees to pay all income taxes which are due and owing by such Party pursuant to any such tax returns. Each Party shall be responsible for, and bear the cost of, preparing and filing its own individual tax returns.

Section 10. Limitations.

(a) Joint operations of the Parties shall be limited to the Project. This Agreement has no relation to any operation conducted by any of the Parties as separate corporate entities, or to their joint operations with other parties, or to other joint operations between the Parties. No Party shall have the authority to act for or bind the other by any act or agreement, except as relates to the performance of the Contract, and then only as herein provided.

(b) No Party shall have the right to borrow money on behalf of the other Party or to use the credit of the other Party for any purpose. Any financing charges or legal fees incurred by a Party in connection with its individual financial arrangements shall not constitute an expense of the Joint Venture.

Section 11. Insurance. Each Party shall procure and maintain, at its own cost and on its own behalf, insurance coverage meeting the requirements of the Contract, naming each of the other Parties as an additional insured under its commercial general liability and auto liability policies with respect to the indemnification obligations set forth in this Agreement.

Section 12. Events of Default. If a Party: (a) shall dissolve, become bankrupt or insolvent, or commit any act of bankruptcy, or take advantage of any bankruptcy, reorganization, composition or arrangement statute, or (b) shall fail to perform its obligations, or fail to keep or observe any of the covenants or agreements, fully and completely under this Agreement and such failure has not been cured within ten (10) business days after written notice to said Party by another Party (following the expiration of such cure period, an “**Event of Default**”), such Party shall be deemed to be in default of this Agreement and shall be subject to the resolution pursuant to Section 20 of this Agreement. The defaulting Party shall remain liable for its share of any losses, damages or liabilities and for its indemnification obligations as provided in this Agreement.

Section 13. Final Accounting.

(a) Promptly upon completion of the Contract, and final payment by the PBC, a final accounting shall be prepared. Each Party shall be entitled to receive its share of the fees paid pursuant to the Contract, as set forth in this Agreement, to the extent that distributions of such fees have not previously been made during the course of the Project, in accordance with the terms hereof, and net of any costs, losses or liabilities paid or incurred by the Joint Venture in accordance with the terms hereof. Each Party shall promptly pay its share of any costs, losses or liabilities in accordance with its respective Percentage of Participation (to the extent that any Party has not already paid its share of such loss during the course of the Project).

(b) After payment of costs, losses or liabilities of the Joint Venture, and distribution of each Party’s share of the fees paid pursuant to the Contract, any remaining balance in the Joint Venture’s accounts shall be distributed to the respective Parties in accordance with its respective Percentage of Participation. The Joint Venture shall then terminate at the end of the correction period under the Contract, or such later time (i) as the Joint Venture is no longer performing work under the Contract or (ii) as the Management Committee may determine, and the Management Committee shall take such action as may be necessary to liquidate and conclude the affairs of the Joint Venture.

Section 14. Additional Documents. From time to time as required, the Parties shall execute additional or subsidiary documents to facilitate handling the operations of the Joint Venture in an efficient and businesslike manner.

Section 15. Assignment. No Party shall sell, assign, or in any other manner transfer this Agreement or its interests or obligations in this Agreement or interests or obligations in the Contract or in the Joint Venture (including, without limitation, any interest in any monies belonging or accruing to, or which may accrue to, the Joint Venture), or in any property of any kind of the Joint Venture, in whole or in part, to any other person or entity without the prior written

consent of the other Party. Such consent shall not be unreasonably withheld in case of a corporate reorganization of a Party, provided that the entity to whom the assignment is made has financial resources at least equivalent to the Party intending to make the assignment.

Section 16. Publicity. All public statements and releases including the issuance of photographs, renderings, and the like to all media for the duration of this Agreement are subject to the prior approval of the Management Committee, and shall be subject to the Contract. In subsequent presentations not made by the Joint Venture, and in any brochures or other releases of each of the Parties hereto, the materials depicting or relating to the Project shall be identified as work of the Joint Venture.

Section 17. Confidentiality; Ownership of Work Product.

(a) The Parties shall treat all information related to this Agreement, the Contract, and the Project contemplated hereby as confidential information and shall not permit its release to other parties without the consent of both Parties and the PBC to the extent required by the Contract, except that the Parties expressly agree that this Agreement may be submitted to the PBC for its confidential review, in the event the PBC so requests; provided however, that the obligations of this Paragraph shall not apply in the event and to the extent that any of the aforesaid matters become generally known to and available for use by the public other than as a result of the acts or omissions of a Party and provided further that this confidentiality agreement shall be applicable only to the extent enforceable by law.

(b) Ownership of all reports, studies, analyses and other work product prepared by or at the direction of any Party in connection with their respective scope of services and the Contract shall be subject to the terms of the Contract (collectively, “**Work**”). Without limiting the foregoing, each Party (i) irrevocably assigns and transfers to the Joint Venture, effective with respect to each item of Work as of the date of its creation, any and all rights, title and interest such Party may have or may acquire in and to the Work (including any Work not deemed, for whatever reason, to have been created as a work made for hire), in any and all media, languages, territories and jurisdictions throughout the world, now known or hereafter devised, including any and all copyrights and other intellectual property rights in the Work, and the right to prosecute and recover damages for all past, present and/or future infringements and other violations of the Work, and (ii) irrevocably waives and assigns to the Joint Venture any and all so-called moral rights such Party may have in or with respect to any Work. Each Party hereby consents to the assignment and transfer by the Joint Venture of such rights to the PBC, as required by the Contract.

Section 18. Offer to Employees. Each Party agrees that, upon entering into this Agreement, and for a period of not less than twelve (12) months following final completion of the Contract, each Party will refrain from making unsolicited offers of employment to key personnel provided by another Party, without the consent of such other Party.

Section 19. Dispute Resolution. Any and all disputes and claims between and among the Parties, including any Event of Default, shall be resolved by agreement of the Management Committee, or decided by a court of competent jurisdiction, unless the facts and circumstances of such dispute or claim are also the subject of a dispute or claim between the Joint Venture and the PBC under the Contract, in which case the dispute or claim, to the extent allowed by law, shall be consolidated and joined with and subject to the same dispute resolution process as such dispute between the Joint Venture and PBC. Unless otherwise agreed by the Management Committee, the Parties shall

carry on their respective scope of services and maintain progress during any dispute proceedings, and the Project Executive shall continue to make payments of undisputed amounts to each Party in accordance with the terms of this Agreement.

Section 20. Notices. All notices required hereunder shall be deemed effective if sent by certified mail, or recognized overnight courier service, and addressed as follows:

To McKissack: Carmelo Torrisi, President
Girard Jenkins, Vice President, Midwest & West Region
111 East Wacker Drive, Suite 420
Chicago, Illinois 60601

Copy to: Chico & Nunes, PC
Peter Howard
333 West Wacker Drive, #1420
Chicago, Illinois 60606

To OCP: Robert Ochi, President
410 North Michigan Avenue, Suite 1020
Chicago, Illinois 60611

Copy to: Williams, Bax & Saltman, PC.
Joel Goldblatt
221 North LaSalle Street, Suite 3700
Chicago, Illinois, 60601

Section 21. Termination. The Joint Venture and this Agreement, with the exception of such terms which must necessarily survive termination, shall terminate upon occurrence of any of the following:

- (a) Termination of the Contract by the PBC or the Joint Venture and subsequent discharge of all obligations by the PBC and the Joint Venture, including without limitation any insurance and reporting obligations required under the Contract for a period following completion of the Project.
- (b) Upon liquidation and conclusion in accordance with Section 14 hereof.

Section 22. Representations and Warranties.

- (a) McKissack represents and warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Illinois. McKissack further represents and warrants that it has the experience, expertise and requisite personnel and resources necessary to perform its obligations and scope of services under this Agreement in accordance with and subject to the terms of the Contract. McKissack further represents and warrants that it is, and agrees that for the duration of this Agreement it shall remain, certified in accordance with the Regulations Governing Certification of Minority and Women Owned Businesses pursuant to Section 2-92-420 et seq. of the Municipal Code of Chicago.

- (b) OCP represents and warrants that it is a corporation duly formed, validly existing, and in good standing under the laws of the State of Illinois. OCP further represents and warrants that it has the experience, expertise and requisite personnel and resources necessary to perform its obligations and scope of services under this Agreement in accordance with and subject to the terms of the Contract. OCP further represents and warrants that it is, and agrees that for the duration of this Agreement it shall remain, certified in accordance with the Regulations Governing Certification of Minority and Women Owned Businesses pursuant to Section 2-92-420 et seq. of the Municipal Code of Chicago.
- (c) Each Party hereto hereby further represents and warrants that (i) it has full corporate power and authority to enter into this Agreement and to perform according to the terms hereof and, (ii) it has not entered and will not enter into any other agreement or obligations with any other persons or entities that are inconsistent with or that will, in any way, adversely affect its ability to perform its obligations hereunder.

Section 23. Governing Law. All questions relative to the execution, validity, interpretation and performance of this Agreement shall be governed and construed by the laws of the State of Illinois, except as limited by other applicable state law.

Section 24. Successors and Assigns. This Agreement shall bind the Parties hereto and their respective successors, heirs, and assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person, firm, or corporation other than the Parties hereto and their successors, heirs, and assigns, any right, remedy, or claim under this Agreement or by reason hereof, and any covenants, stipulations, promises, or agreements herein contained shall be for the sole and exclusive benefit of the Parties hereto and their respective successors, heirs, and assigns.

Section 25. Entire Agreement. All Exhibits hereto are hereby incorporated into and made a part of this Agreement. This Agreement, including all Exhibits hereto, constitutes the entire Agreement between the Parties and constitutes a complete integration of any and all prior or contemporaneous oral or written agreements, representations or understandings whatsoever among or between them. This Agreement may only be subsequently amended, modified or supplemented by a written document signed by both Parties.

Section 26. Conflict. In the event of a conflict between the terms of this Agreement and the Contract, or in the event the Contract imposes additional or more rigorous requirements than as set forth in this Agreement, the terms of the Contract shall control.

Section 27. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Joint Venture Agreement has been executed on behalf of the Parties by their respective duly authorized officers as of the date forth above.

McKissack & McKissack Midwest, Inc., an Illinois corporation

By: 

Name: Deryl McKissack

Its: Chief Executive Officer

Ochi Consulting + Partners, an Illinois corporation

By: 

Name: Robert Y. Ochi

Its: President

EXHIBIT F
KEY PERSONNEL

(KEY PERSONNEL FOLLOW)

EXPERIENCE & QUALIFICATIONS OF KEY PERSONNEL

As mentioned in our cover letter, our Team has curated a highly qualified group of key personnel whose expertise spans program management, project delivery, cost control, compliance, and stakeholder engagement. Each individual was selected for their proven ability to manage complex assignments, foster collaboration among diverse project partners, and drive results that align with PBC’s priorities. This core leadership group serves as the foundation of our approach, ensuring consistent communication, proactive problem-solving, and accountability across all project phases. While the list highlights only key personnel, the JV team retains the flexibility to expand or refine resources as project demands evolve, ensuring the right level of support is always in place. Looking ahead, the JV team is committed to anticipating emerging challenges, adapting to changing program needs, and continuously strengthening our approach to help PBC achieve both its immediate objectives and its long-term vision.



4. ORGANIZATION CHART



STAKEHOLDERS

THE CITY OF CHICAGO
CHICAGO PUBLIC SCHOOLS
CHICAGO PUBLIC LIBRARY
CHICAGO PARK DISTRICT
CHICAGO FIRE DEPARTMENT
CHICAGO POLICE DEPARTMENT
CITY COLLEGES OF CHICAGO
METROPOLITAN WATER RECLAMATION DISTRICT
COOK COUNTY

PROJECT EXECUTIVES

Girard Jenkins (McK)
Robert Ochi (OCHI)
Alex Weiner, RA, LEED AP (McK)
John Grossman (McK)

CONTRACT ADMINISTRATORS

Debbie Homonai, Vice President, Administration (McK)
Robert Ochi (OCHI)

ADMINISTRATION

Marilyn White, Accountant (McK)
Dawn Santana (OCHI)
Nijah Barley, IT Manager (McK)
Brandon Smolen, Human Resource Officer (McK)

PLANNING & DESIGN MANAGEMENT OVERSIGHT

Tim Green, AIA, NCARB (McK)
Justin Cafferty | LEED BD+C (C|Z)
Michael Zanco | LEED BD+C | CPHC (C|Z)
Mary Cavanaugh | LEED AP | Technical Leader (C|Z)
Todd Niemiec, AIA, ALA (SMNG)
Marion Lawson, AIA, LEED BD+C (SMNG)

LEED/SUSTAINABILITY

Alicia Ponce AIA, NCARB, LEED AP BD+C, LFA (APM)
Molly Rademacher, AIA, NCIDQ (APM)
H. Brian Haynes (APM)
Nicole Ginard (APM)
Milo Aguilar LEED AP BD+C, WELL AP (APM)

ENVIRONMENTAL MANAGEMENT & OVERSIGHT

Ryan LaDieu, PE (TNC)
Paige Hughes, EIT (SQN)

MECHANICAL/ELECTRICAL/PLUMBING

John Casagrande, PE (McK)

UTILITY COORDINATION

Garret Matchen, PE (SQN)

SENIOR PROJECT MANAGERS

Mary Ann Van Hook, AIA, LEED AP (OCHI)
Simoné Ray, RA (McK)

PROJECT MANAGERS

Jessica Wagner, AIA, LEED AP BD+C (McK)
Sylvester Wince (McK)
Paulo Hernandez (OCHI)
Javier d'Escoto (OCHI)
Yash Patel (OCHI)
Walter Chornomaz, PE, PTOE (SQN)
Dan Zeman, PE, CAPM (SQN)

ASSISTANT PROJECT MANAGERS

(ACQ) (McK)
Raul Aquirre (OCHI)
Daquan Stone (OCHI)
Dawn Santana (OCHI)
Vasyl Glebiv (SQN)

ADDITIONAL RESOURCES & SME's

SITE, CIVIL ENGINEERING
STRUCTURAL ENGINEERING
COMMUNITY OUTREACH
GEOTECHNICAL
PROCUREMENT MANAGER

PROJECT CONTROLS

Sid Imam, AHC, CDT, LEED AP, BD+C, PMP, Scheduling (McK)
Charlene Riffer – Change Management, Cost Control (SQN)
Larry Goldrick, Document Control (SQN)
Lisa Bobby, Document Control (SQN)
Marilyn White, Cost Manager (McK)

COST ESTIMATING

Bryan Piper

COMMISSIONING

Louis Hannon, CxA, FMP (McK)

QUALITY & SAFETY

Theodore Konow (McK)
Eric Coates, REM, CHST, FSO, CQM (McK)

COMPLIANCE

Larry Ruffin (McK)

McK McKissack & McKissack Midwest, Inc.	TNC True North Consultants
OCHI Ochi Consulting + Partners	C Z C Z Design Strategies, LLC
SQN SQN Associates, LLC	SMNG SMNG A Ltd.
APM AP Monarch	ACQ Acquisitions, LLC

Professional staff highlighted in teal blue have corresponding resumes included in the Appendix (pages 81–119).



GIRARD D. JENKINS

Vice President of McKissack | Project Executive



Mr. Jenkins brings over 34 years of architectural and construction management experience, contributing deep industry knowledge to the McKissack team. His expertise has helped shape the firm’s vision while maintaining a strong focus on client needs.

Mr. Jenkins has extensive experience directing multi-project programs involving new construction and renovations across diverse sectors in the Chicagoland area, including aviation, private schools, K-12 education, higher education, utilities/ComEd, private sector developments, county initiatives, as well as office, retail, commercial, healthcare, and laboratory facilities. He has managed programs with multiple concurrent projects, balancing complex design and construction requirements, regulatory compliance, and stakeholder priorities. His leadership includes representing clients such as national research, healthcare, and educational institutions, ensuring that program goals are consistently met. Mr. Jenkins excels in guiding project management teams with a focus on seamless program delivery, transparent communication, and actionable reporting. He also brings advanced technical expertise in operations and maintenance, program and project management, design-build delivery, and profit and loss oversight, positioning him as a trusted partner for clients with multifaceted program needs.

Representative Experience

Cook County, Health-Provident Hospital, Cook County, IL, *Project Executive.* McKissack is providing Construction Management at Risk (CMaR) services to provide Pre-Construction Services and complete the construction of assigned projects under a guaranteed maximum price (GMP) at Provident Hospital.

Cook County, Capital Program Management Services for the Public Safety Portfolio, Cook County, IL, *Project Executive.* McKissack provided Project Management and Master Scheduling services for Cook County’s capital construction projects. Mr. Jenkins oversaw more than 300 public safety Capital Improvement projects, managing their execution from planning through completion.

Chicago Public Schools (CPS) Construction Program Management, Chicago, IL, *Project Executive.* As Project Executive, Mr. Jenkins oversees McKissack’s program management for Chicago Public Schools, directing capital planning, budgeting, design and construction, scheduling, and project controls to establish efficient delivery aligned with CPS priorities.

Highlighted Skill Sets

- Project Management
- Construction Management
- Design Consultant
- Director of Plant Operations
- Safety Officer
- Building Specialist

Education

- BA, Architecture
- Tuskegee University

Certifications & Registrations

- Specification Writing Certification, 1989
- Construction Management Certification, 1989
- Building and Home Inspection I & II Certification, 1999
- Graham School Strategic Project Management Certification, 2017

Affiliations

- Tuskegee University Alumni Organization, Chicago Chapter
- Phi Beta Sigma Fraternity, Incorporated. A Public Service Organization
- Chicago Chapter of the Construction Management Association

Chicago Public Schools, Program Management Services Design Guidelines, Chicago, IL, *Project Executive*. Mr. Jenkins leads McKissack's efforts to revise the Chicago Public Schools (CPS) Design Guidelines—a comprehensive 3,000-page document that governs design standards across the district. Under his leadership, McKissack is also providing design and construction management services to support CPS and the Board of Education in executing their capital program, which includes both short- and long-term planning for facility improvements. Mr. Jenkins oversees the full range of program management services, including budgeting, programming, design and construction management, and project closeout. He establishes seamless coordination among programming, design, and construction teams, aligning scopes, costs, and schedules with Board-approved priorities. His strategic oversight supports CPS's mission to modernize educational environments while maintaining compliance with funding and regulatory requirements.

Chicago Public Schools 2021-2022, 2023-2024, 2025 & 2026, 2026-2027 Biennial Facility Assessments, Chicago, IL, *Project Executive*. Mr. Jenkins leads McKissack's efforts in conducting biennial facility assessments for the Chicago Board of Education, which oversees more than 60 million square feet of property across approximately 600 campuses. In compliance with state legislation, these assessments evaluate the condition of all CPS facilities, including interiors, exteriors, mechanical systems, fire protection, and site infrastructure.

O'Hare International Airport Expansion, Chicago, IL, *Project Executive*. Mr. Jenkins provided strategic leadership for the O'Hare Modernization Program—one of the largest construction initiatives in Chicago's history. The program included 89 design and construction projects across two phases, aimed at transforming the airfield from intersecting runways to a modern parallel configuration and reducing flight delays by 79%. Mr. Jenkins oversaw key components of the program, including new and extended runways with safety areas, reconfigured taxiways, new bridges, air traffic control towers, and terminal facilities, ensuring alignment with schedule, budget, and operational goals.

O'Hare International Airport, Terminal 5 Expansion, Chicago, IL, *Project Executive*. Mr. Jenkins provided strategic leadership for a complex, multi-phase infrastructure initiative within an active airport terminal. He oversaw quality assurance, scheduling, and stakeholder coordination to confirm seamless integration of key sub-projects, including gate expansions, TSA and customs renovations, MEP and baggage system upgrades, and fiber infrastructure replacement. His role was critical in maintaining terminal operations while advancing improvements to passenger experience and functionality.

Tuskegee University, Tuskegee, AL, *Project Executive*. Mr. Jenkins played a key role on the Owner's Representative team for Tuskegee University, leveraging his deep expertise in architecture and construction management to drive project success. He worked closely with clients, stakeholders, and project teams to confirm seamless integration of architectural design and pre-construction efforts, enhancing overall project outcomes.

University of Illinois at Chicago Project Management Services, Chicago, IL, *Project Manager*. McKissack is providing project management, construction management, scheduling, training, and estimating services for the University of Illinois at Chicago. As Project Manager, Mr. Jenkins leads the team in delivering PMCM services and specialized project management training, ensuring consistent execution and alignment with client goals.

University of Chicago, Facilities Planning, Design & Construction, Chicago, IL, *Project Manager BSD*. Mr. Jenkins provides design-phase oversight by reviewing architectural documents and advising on improvements that enhance constructibility, cost efficiency, and schedule alignment. He prepares and updates project schedules for architect review and owner approval, and offers recommendations where design details may impact construction outcomes. He assists in developing construction budgets, conducts field verifications to produce accurate as-built documentation, and supports architectural design efforts. Mr. Jenkins also coordinates bid packages, defines scopes of work for specific trades, evaluates cost estimates for compliance, supports permitting requirements, and provides field oversight to confirm construction aligns with design intent and scope.



ROBERT Y. OCHI

President of Ochi Consulting Partners+ | Project Executive



Mr. Ochi has over 30 years of experience in development, design, and construction management, including leading complex capital projects for the Public Building Commission of Chicago and other major institutions. With a dual background in architecture and construction, he delivers efficient, collaborative project outcomes.

Mr. Ochi rejoined Rodriguez and Associates, Inc. (RAI) in 2007 after leading major capital projects for institutions including the University of Chicago, Public Building Commission of Chicago, and Chicago Public Schools. With over 30 years of experience in development, design, and construction management, he has a strong track record of guiding multidisciplinary teams and navigating complex stakeholder environments.

With a background in both architecture and construction, Mr. Ochi blends precision with best practices in project delivery. His collaborative leadership style fosters clear communication, streamlining decision-making and driving efficient project execution.

As President of Ochi Consulting + Partners, Mr. Ochi leads client engagement, strategic growth, and daily operations. He aligns each project with client goals through proactive communication, hands-on leadership, and deep expertise in program and construction management. His approach emphasizes customized, intuitive reporting that meets contractual obligations and programmatic requirements—providing clients with clear, actionable insights that support informed decision-making and project success.

Representative Experience

New Andean High School Campus Phase I and Phase II, Feasibility Study, Merrillville, IN, *Project Executive*. Andean High School engaged Ochi Consulting + Partners to assess its 65-year-old campus and evaluate options for renovation or relocation. Following approval from Bishop Hying in 2020, the team advanced to programming and conceptual design for a new campus in south Lake County, including site test fits. In 2021, the scope expanded to master planning for renovating the existing campus, with phased schemes featuring a new chapel, academic wing, fieldhouse, performing arts center, administrative offices, upgraded athletic fields, and improved site access. Planning continues in coordination with fundraising efforts led by the Diocese of Gary and Andean High School. Mr. Ochi is managing the Project Development, Planning, and Programming for this ongoing effort.

Highlighted Skill Sets

- Program Management
- Project Management
- Construction Management
- Design Management
- Stakeholder Coordination
- Strategic Planning
- Architecture & Construction Integration

Education

- BS, Construction Management, Purdue University, 1990
- AS, Architectural Technology & Civil Engineering Technology, Purdue University, 1987

Certifications & Registrations

- Certificate Project Management Process, Graham School of General Studies, Project Management Institute, University of Chicago, 2005

Affiliations

- Little Calumet River Basin Development Commission
Commissioner - Governor Appointment 2019 to Present

New Malcolm X College City Colleges of Chicago, Chicago, IL, *Project Executive/Senior Project Manager.* As part of City Colleges of Chicago’s Colleges to Careers initiative, a new \$203 million, 529,000 SF LEED Gold Malcolm X College and School of Health Sciences campus was developed, including a 1,200-car parking garage. Built in partnership with leading healthcare institutions—such as Rush University Medical Center and Cook County Hospitals—the project supports workforce development in health sciences. Mr. Ochi led the development of the project delivery strategy, including RFPs for design and construction services. He oversaw design peer reviews, site preparation, utility coordination, and procurement of key consultants such as the commissioning agent and materials testing firm. His responsibilities also included construction administration for both the academic building and parking structure.

Public Building Commission of Chicago, CDOT Capital Program Alley Package 1 and 2, Chicago, IL, *Senior Project Manager.* As Senior Project Manager with the Public Building Commission’s Project Development Services, Mr. Ochi oversaw the reconstruction of 16 alleys across Chicago. He coordinated closely with CDOT to manage procurement, construction, and closeout processes. His responsibilities included developing project scopes, budgets, and schedules in collaboration with schools and end users, as well as validating cost estimates, ensuring design and code compliance, expediting permits, and managing phasing and communications.

Public Building Commission of Chicago, Dett Elementary School Annex and Renovation, Chicago, IL, *Senior Project Manager.* Mr. Ochi supported overall project management throughout design, construction, and closeout for the comprehensive renovation and expansion of a PreK–8 educational facility. The project included upgrades to an existing 80,000 SF academic wing and service area, along with a new 18,900 SF annex for indoor athletic amenities. Interior renovations featured accessibility improvements (including a new elevator and stage lift), new restrooms, electrical and plumbing upgrades, a science lab, sensory room, and HVAC enhancements to the gym.

Chicago Park District and Public Building Commission of Chicago, Taylor-Lauridsen, Jesse Owens, Valley Forge and Haas Fieldhouse & Park, Chicago, IL, *Senior Project Manager.*

Mr. Ochi managed the development of the Chicago Park District’s new Prototype Fieldhouse for the Public Building Commission of Chicago, overseeing planning through construction. He coordinated multiple consultants, Park District departments, and city agencies to establish the building prototype. His responsibilities included budget development, cost analysis, schedule management, design oversight, and peer review implementation to uphold quality standards and reduce cost risks. During bidding, he facilitated timely procurement, conducted submission evaluations, and contributed to contract award recommendations.

Chicago Housing Authority (CHA), Plan For 10-Year Master Plan Transformation CIP, Chicago, IL, *Project Executive, Senior Architect, Associate/Senior Project Manager. At DeStefano + Partners, Mr. Ochi led feasibility, programming, design, and contract administration for the rehabilitation of 10 senior housing high-rises. He managed a team of seven architects and four sub-consultants, collaborating closely with CHA leadership to drive successful project delivery. Mr. Ochi also developed program and planning standards to support consistency across the \$400 million rehabilitation of 54 senior housing buildings. Under his direction, a comprehensive procedures manual was created to guide pre-design, design, bidding, procurement, and contract administration processes.

Chicago Public Schools (CPS), Capital Improvement Program, Chicago, IL, *Senior Project Manager. Mr. Ochi oversaw pre-design activities for new school construction, including programming, cost estimating, budget development, and scheduling. He reviewed building designs and mechanical systems to confirm compliance with CPS standards and code requirements. Mr. Ochi also supported the planning of 25 school projects within a single fiscal year, requiring detailed budget and schedule coordination. His role extended through design, construction administration, and project closeout.

***Project completed while employed with another firm**



ALEX WEINER, RA, LEED AP

Deputy Vice President, of McKissack | Project Executive



Mr. Weiner is a performance driven leader with over 30 years of global construction experience and success in facility program and project management services.

Mr. Weiner brings diverse corporate leadership experience across pre-construction planning, project controls, risk mitigation, strategic procurement, and sustainability. His expertise spans large-scale tenant fit-outs to multi-building mixed-use developments, with a focus on value engineering, multi-site rollouts, and energy/environmental certifications. Educated as an architect and accredited as a LEED AP, Mr. Weiner is known for delivering results through proactive leadership and a strong track record of aligning internal and client objectives.

Representative Experience

Cook County, Health-Provident Hospital, Cook County, IL, *Project Executive.* McKissack is delivering Construction Management at Risk (CMaR) services for Provident Hospital, encompassing both pre-construction planning and full execution of assigned projects under a Guaranteed Maximum Price (GMP). Mr. Weiner serves as the on-site Project Executive, leading the pre-construction phase and overseeing architectural and engineering activities from initial programming through construction administration.

Gary Housing Authority Commercial Real Estate Advisory Land Use & Master Planning Services, Gary, IN, *Project Executive.* McKissack is providing the following scope of services: lead the documentation of building interiors and exteriors using Matterport LiDAR scanning and field surveys, capturing comprehensive digital models, perform in-wall scanning to identify major mechanical, electrical, and plumbing components, and utilize ground penetrating radar to locate subsurface equipment beneath concrete slabs. Based on the collected data, McKissack will develop a fully-dimensioned as-built AutoCAD plans and produce detailed exterior elevation drawings to support architectural and planning needs. As Project Executive Mr. Weiner is providing on-site leadership and overseeing the management of the entire project.

Center for Better Aging, St Bernard Hospital, Chicago, IL, *Senior Project Manager.* McKissack has been tasked with delivering a comprehensive facility assessment report to determine the most viable path forward for the historic 1904 building. The evaluation will explore whether rehabilitation and repurposing is feasible, or if demolition and new construction is the more practical solution. A key consideration throughout the process is minimizing cost and

Highlighted Skill Sets

- Construction Management
- Owner’s Representation
- Project Management
- Sustainable Energy Solutions
- Value Engineering
- Risk Mitigation

Education

B.Arch, Syracuse University
 School of Architecture, 1987

Certifications & Registrations

- Registered Architect, 1998
- Leadership in Energy & Environmental Design Accredited Professional, (LEED AP), 2010

Affiliations

- Member of the Green Building Council
- Fund Board Member – Illinois Math and Science Academy

disruption to hospital campus operations. Mr. Weiner is providing strategic leadership and coordination for this initiative.

Amtrak Chicago Union Station Concourse Improvement Project, Chicago, IL, *Project Executive*. Mr. Weiner served as the on-site Project Executive as the Owner's Representative for the Concourse Improvement Project at Chicago Union Station. He supported the pre-construction phase in collaboration with Epstein Global, overseeing architectural and engineering services from programming through construction administration. The project aimed to increase passenger capacity and enhance safety and service levels for both intercity and commuter rail users.

University of Illinois Chicago – Hospital Sterilization Project, Chicago, IL, *Project Executive*. As Project Executive, Mr. Weiner provides on-site leadership and coordination for a complex construction initiative, ensuring compliance with infection control protocols, contract requirements, and construction schedules. He oversees estimating analysis, payment verification, and safety program implementation, while maintaining accurate reporting to support smooth project execution. Mr. Weiner also offers claim and dispute resolution services as needed, reinforcing his commitment to risk management and successful project delivery.

Bank of Montreal in Chicago, Harris Tower – Phase 1 Construction Oversight Services, Chicago, IL, *Project Executive*. As on-site Project Executive, Mr. Weiner served as the Owner's Representative for the interior construction of a 280,000-square-foot, seven-floor office and retail bank space for Bank of Montreal in Chicago. He oversaw construction quality, reviewed and approved contractor pay applications, and established alignment with project goals through proactive coordination and on-site leadership.

Nicor Gas – Facilities Upgrade Program, Chicago, IL, *Project Executive*. As on-site Project Executive, Mr. Weiner served as the Owner's Representative for construction upgrades across multiple Nicor Gas fleet operations facilities in the Chicagoland area. He provided leadership in design and construction management,

monitored construction quality, and reviewed and approved contractor pay applications to confirm compliance and successful project delivery.

Southern California Gas Company Control Center Modernization Building, Rivera, CA, *Project Manager*. Mr. Weiner oversaw the programming, planning, and construction activities for the Control Center Modernization Building at the SoCal Gas Campus. His responsibilities included deep soil mitigation, grading, and coordination of design and construction efforts to confirm efficient execution and alignment with project objectives.

Rossonian Hotel, Denver, CO, *Project Executive*. Mr. Weiner served as the on-site Project Executive and Owner's Representative for the pre-construction and construction phases of the Rossonian Hotel redevelopment. He oversaw construction management activities, including quality assurance and the review and approval of contractor pay applications, ensuring alignment with project goals and successful delivery.

***Freedman Seating Company**, Chicago, IL, *Project Manager*. Mr. Weiner managed a \$5.2M design-build energy efficiency initiative at a transportation seating manufacturing facility, overseeing the installation of a 25 kW solar PV system, mechanical retrofits, lighting upgrades, and office build-outs. His implementation of cost-effective, energy-saving solutions led to a 9.29% reduction in energy use and annual savings of \$51,940. The project earned the 2013 GCCA Global Cleantech Cluster Award for Best in Class in Building Innovations, recognizing the development of the facility's Energy360 power quality monitoring system.

*Project completed while employed with another firm



JOHN GROSSMAN

Project Executive



Mr. Grossman is an accomplished construction project management professional with over 21 years of experience overseeing public sector projects.

Mr. Grossman is a construction project management professional with over 21 years of experience leading public sector and mid-size projects. He is dedicated to quality and safety, and excels at building collaborative teams, aligning project goals, and coordinating stakeholders to minimize conflicts and reduce costs. Mr. Grossman focuses on establishing long-term client relationships by delivering successful projects and positioning for future opportunities.

Representative Experience

Cook County, Health-Provident Hospital, Cook County, IL, Senior Project Manager. As Senior Project Manager for Cook County’s Provident Hospital, Mr. Grossman oversees all aspects of Construction Management at Risk (CMaR) services, including pre-construction planning and execution of assigned projects under a Guaranteed Maximum Price (GMP). His responsibilities include coordinating architectural and engineering activities from project programming through construction administration, managing project schedules and budgets, facilitating stakeholder communication, and ensuring quality and compliance throughout the construction process. Mr. Grossman serves as the primary point of contact for the client, driving project delivery from initial planning through completion.

Cook County, Capital Program Management Services for the Public Safety Portfolio, Cook County, IL, Senior Project Manager. McKissack provided construction management for multiple renovation and upgrade projects at the Juvenile Temporary Detention Center (JTDC), including bathroom and flooring abatement, fire-rated door replacements, hot water system upgrades, and LED lighting retrofits. Responsibilities included preparing project schedules, managing pay applications and change orders, monitoring construction quality and progress, coordinating reviews and inspections, and ensuring timely project completion and documentation. Mr. Grossman managed Cook County’s Public Safety Capital Improvement Program, overseeing planning, monitoring, and implementation across multiple Department of Corrections and satellite facilities. He provided comprehensive project management services, including schedule and budget oversight, progress reporting,

Highlighted Skill Sets

- Owner’s Representation
- Project Management
- Construction Management

Education

- MA, English, Creative Writing/Literature, 1995
- BS, Philosophy, University of California Los Angeles, 1975

Certifications & Registrations

- OSHA 30-Hour

milestone tracking, coordination of reviews and inspections, and evaluation of change orders to confirm successful delivery of capital projects.

Cook County Public Safety Program, Roofing Replacement, Cook County, IL, *Construction Manager*. McKissack provided construction management services for the Cook County Department of Corrections Roofing Replacement Project (Phase 3), overseeing work across eighteen buildings. Responsibilities included preparing RFPs, supporting the procurement process, and managing all aspects of construction—from scheduling and pay applications to quality control and progress monitoring. Mr. Grossman coordinated with stakeholders, tracked budgets and milestones, managed project documentation, and confirmed successful project completion through oversight of reviews, inspections, and change orders.

Rossonian Hotel, Denver, CO, *Senior Project Manager*. Mr. Grossman oversaw construction management activities, including quality assurance and the review and approval of contractor pay applications, ensuring alignment with project goals and successful delivery.

University of Illinois at Chicago Facilities Project Management Services Exterior Renovations, Chicago, IL, *Senior Project Manager*. As Senior Project Manager for the University of Illinois at Chicago Facilities Exterior Renovations, Mr. Grossman provided project management and oversight throughout the construction phase. He was responsible for coordinating contractors and stakeholders, monitoring construction progress and quality, managing schedules and budgets, and ensuring compliance with project requirements to achieve successful and timely project delivery.

***Chicago Fire Department, Firehouse Engine Company 115**, Chicago, IL, *Senior Project Manager*. Mr. Grossman was the Senior Project Manager for a three-shift firehouse on a two-acre site. A 25,000 SF single story masonry building, officers' quarters, barracks, watchtower, a precast TPO roof, and a two-story structural steel 4-bay Apparatus Bay. Included was a traffic modernization at the intersection at the Firehouse, site landscaping, concrete walks. Mr. Grossman managed the team, quality control, and punch list processes. He set up the safety culture, reviewed and revised contracts, payment requests and change orders, coordination of the work, and maintained the project schedule.

***Integrated Clark Monroe, LLC. Hyatt on 100 West Monroe**, Chicago, IL, *Project Manager*. Mr. Grossman was the Project Manager for the Hyatt on 100 West Monroe. This is design/build 145,000 SF 257 unit 25-story hotel. The interior of this existing historical office was completely demoed, and rebuilt to accommodate hotel guestrooms, lobby, restaurant, conference rooms, back of house, restaurant infrastructure, hotel administration, and a roof top bar on the 25th floor. The restaurant was built-out by the restaurant operator. The façade was restored and the interior was rebuilt to accommodate a four-star hotel. The build-out included entire new plumbing, HVAC, electrical, and structural remediation. Mr. Grossman worked with SHPO, the National Park Services and the Hyatt on this project.

***Work completed while employed by another firm**



JESSICA WAGNER, AIA, LEED AP BD+C

Senior Project Manager | Planning & Design Oversight



Ms. Wagner is a results-oriented leader with over 20 years of architectural and project management experience. Her meticulous and methodical approach drives success across facility programs and project management initiatives. Highly skilled in design, execution, and client engagement, she consistently delivers innovative solutions tailored to meet diverse stakeholder needs.

As a licensed Architect, Ms. Wagner’s broad experience in both design and construction allows her to provide a complete, well-thought-out design and construction project that integrates aesthetic, programmatic, planning, environmental, budgetary, and constructability issues.

Representative Experience

Gary Housing Authority Commercial Real Estate Advisory Land Use & Master Planning Services, Gary, IN, Senior Project Manager. McKissack is providing the following scope of services: leading the documentation of building interiors and exteriors using Matterport LiDAR scanning and field surveys, capturing comprehensive digital models, and utilizing ground penetrating radar to locate subsurface equipment beneath concrete slabs. Based on the collected data, McKissack will develop a fully-dimensioned as-built AutoCAD plans and produce detailed exterior elevation drawings to support architectural and planning needs. As Senior Project Manager, Ms. Wagner is ensuring that the project remains on budget while fulfilling client needs and contractual obligations.

Center for Better Aging, St Bernard Hospital, Chicago, IL, Senior Project Manager. McKissack has been tasked with delivering a facility assessment to determine the most viable path forward for the hospital expansion. Throughout this process, test fits and 3D sketches have been produced so that the client has a clear understanding of potential outcomes.

Rossonian Hotel Renovation and Addition, Denver, CO, Owner’s Representative. Ms Wagner reviewed working drawings and specifications for constructability and compliance, and provided cost control services during construction administration.

***Phase 1 Renovations at Evanston Township High School District 202, Evanston, IL, Project Architect.** Ms. Wagner provided comprehensive architectural design for the renovation of the high school’s orchestra room and new addition of a black box theatre.

Highlighted Skill Sets

- Project Management
- Architectural Design
- Programming
- Space Planning
- Tenant Improvement
- New Construction and Renovation
- Construction Administration

Education

- M.ARCH, College of Architecture and the Arts, University of Illinois of Chicago
- BA, Concentration in Architectural Studies, College of Arts and Sciences, Boston University

Certifications & Registrations

- Registered Architect
IL #001.023650
- LEED AP BD+C,
10466793-AP-BD+C, 2017
- OSHA 10-hour Construction Safety & Health, 2025

Professional Memberships

- American Institute of Architects (AIA)
- Association for Preservation Technology, Western Great Lakes Chapter

***Loyola University Simpson Dining Hall Renovation**, Chicago, IL, *Project Architect / Project Manager*. Ms. Wagner provided architectural services during all phases of design and construction for a renovated dining hall.

***Advocate Christ Medical Center Main Pharmacy Renovation**, Oak Lawn, IL, *Project Architect/Project Manager*. Ms. Wagner provided architectural and design management services with Integrated Project Delivery for a multi-phase renovation of a hospital’s main pharmacy while the pharmacy remained in operation throughout the construction process.

***Proviso Township High Schools District 209** Maywood, Hillside, Forest Park, IL, *Project Architect/Assistant Project Manager*. Ms. Wagner provided architectural and management services for District’s multi-year, multi-phase Capital Improvements Projects at 3 high school locations (including retrofitting 100 year old schools for air conditioning, designing a new auto shop and state of the art advanced manufacturing lab, renovating culinary labs and science labs, parking lots, and designing a new track with a concessions building), conducted community engagement sessions, produced comprehensive facility master plan, surveyed schools for 10 years Health and Life Safety Survey and implemented improvements.

***National September 11 Memorial & Museum**, New York, NY, *Designer*. Ms. Wagner provided exhibition design services for the historical museum at the 9/11 Memorial and Museum. A focal point for preserving history, the 110,000 SF underground museum is situated at the World Trade Center site in New York, where remnants of the construction and recovery of the terrorist attack in 2001 are exhibited. 2010-2011

***Museum of Fine Arts**, Boston, MA, *Department Assistant*. Ms. Wagner prepared exhibitions and catalogues, researched and managed the acquisition, donation, and loan of artifacts, balanced monthly budget reports for departmental and curatorial accounts, and liaised with potential donors and advised on collections as the museum’s initial means of contact.

***Work completed while employed by another firm**



JAVIER D’ESCOTO

Project Manager



Mr. D’Escoto is a results-driven infrastructure leader with a proven record of delivering over \$100M in public-sector projects, driving operational efficiency, stakeholder alignment, and sustainable community impact.

Mr. D’Escoto joined Ochi Consulting + Partners in 2022 to support the management of several high-impact public infrastructure initiatives, including the Chicago Public Schools Energy Efficiency & Retrofit Program for the Public Building Commission of Chicago, the 2024 CDOT Alley and Collector Street Program, and the 2025 CDOT Alley Program. He brings dynamic leadership and extensive expertise in project management, strategic planning, business development, contract negotiations, operational performance, fundraising, and event coordination.

Mr. D’Escoto is known for his ability to lead cross-functional teams, manage complex stakeholder relationships, and deliver results aligned with organizational goals and critical deadlines. His analytical approach enables him to identify challenges, develop effective solutions, and navigate crises with confidence. A persuasive and diplomatic communicator, he fosters collaborative, high-performing work environments and strategically leverages resources to drive sustainable growth and long-term success.

Representative Experience

Public Building Commission of Chicago - CDOT Alley Reconstruction Program FY 2024

- CDOT Capital Program - Alleys - Package 1
- CDOT Capital Program - Alleys - Package 2

Mr. D’Escoto successfully led the FY 2024 CDOT Capital Improvement Alley Program, overseeing two concurrent initiatives with a team of resident engineers, project managers, and assistant project managers. He managed the full reconstruction of alleys, including demolition and installation of new sewers, drainage structures, concrete bases, hot-mix asphalt surfaces, permeable pavers, lighting, sidewalks, ADA ramps, and catch basins. His responsibilities included technical oversight of drainage structure placement, elevation verification, sewer connections, and pavement installation. The projects required precise coordination with adjacent residents, local businesses, and Aldermen, carried out in close collaboration with Public Building Commission (PBC) executives to support timely, compliant, and community-sensitive delivery.

Highlighted Skill Sets

- Project Management
- Construction Management
- Stakeholder Management
- Procurement Management
- Quality Assurance & Quality Control
- Site Logistics & Phasing

Education

BS, Business Administration, Elmhurst College, 2001

Affiliation

Hispanic American Construction Industry Association (HACIA) Member

Public Building Commission of Chicago - CDOT Alley Reconstruction Program FY 2025

- CDOT Capital Program - Alleys - Package 3
- CDOT Capital Program - Alleys - Package 4
- CDOT Capital Program - Alleys - Package 5
- CDOT Capital Program - Alleys - Package 6

In FY 2025, Mr. D'Escoto continued his leadership of the CDOT Capital Improvement Alley Program, managing a team of resident engineers, project managers, and assistant project managers to deliver comprehensive alley reconstruction projects across Chicago. His oversight encompassed demolition and installation of new sewers, drainage structures, concrete bases, hot-mix asphalt surfaces, permeable pavers, lighting, sidewalks, ADA ramps, and catch basins. Mr. D'Escoto oversaw the precise execution of drainage structure placement, elevation verification, sewer connections, and pavement installation, maintaining high standards of accuracy and quality throughout. He led detailed coordination with adjacent residents and local businesses, maintaining clear communication with Aldermen and Public Building Commission (PBC) executives to promote community alignment and drive project success.

***Sustainable BioWorks Robbins Facility, Robbins, IL.** Mr. D'Escoto plays a key leadership role in the development of the Robbins industrial-scale anaerobic digestion (AD) facility, which will convert food production waste into Renewable Natural Gas (RNG), recover carbon dioxide, and extract nutrients for commercial-grade fertilizers. His responsibilities include new business development, government and stakeholder engagement, emergency response coordination, project financing, and oversight of energy efficiency reviews. The project leverages proven technology to deliver superior financial performance through seven revenue streams, a long-term RNG off-take contract, and a negative carbon intensity score. It significantly reduces greenhouse gas emissions in a non-attainment zone, revitalizes a historically underserved industrial site, and aligns with core ESG principles through environmental restoration and economic renewal.

***O'Hare International Airport Terminal Project, Chicago, IL, Assistant Document Control Manager.** As Assistant Document Control Manager, Mr. D'Escoto directed and responded to all incoming correspondence, filed and logged all shop drawings and revolutionized the document system into a "paperless" computerized system.

***Chicago Department of Transportation (CDOT), Chicago, IL, Project Engineer.** As Project Engineer, Mr. D'Escoto was responsible for overseeing construction services for CDOT. He is responsible for General Contractors as well as City of Chicago construction forces on his jobs. He assists the managing regional engineer in quantity and progress reports, punch lists, contractor payment applications and the engineering of all new streets.

***Northwestern Memorial Hospital Redevelopment Project, Chicago, IL, Project Engineer.** As Project Engineer, Mr. D'Escoto managed all construction documentation and served as a key liaison between architects and contractors, facilitating seamless project execution. His duties included verifying monthly pay applications, directing contractor RFIs, reviewing and implementing field orders, and coordinating submittal schedules. In addition to his construction management responsibilities, he oversaw FF&E coordination for tenant relocations and maintenance programs, working closely with facility and maintenance teams to ensure cost-effective project closeouts and smooth transitions to occupancy. In his concurrent role as Document Control Manager, Mr. D'Escoto led a four-person team, managing all project correspondence, maintaining up-to-date construction documents, issuing addenda and bulletins, and archiving historical specifications and drawings to support project continuity and compliance.

***Work completed while employed by another firm**



YASH PATEL

Project Manager



Mr. Patel is a civil engineering professional with a strong general contracting background, delivering complex capital projects for public-sector clients through effective team coordination and regulatory expertise.

Mr. Patel joined Ochi Consulting + Partners in 2025, bringing a strong foundation in civil engineering and construction management, along with hands-on experience in project delivery from a general contracting perspective. His expertise supports the successful execution of medium- to large-scale capital projects, including work with the Chicago Department of Transportation. Through his contributions to major Capital Improvement Programs, Mr. Patel has demonstrated a keen ability to collaborate across multidisciplinary teams—engaging owners, consultants, city agencies, and stakeholders to ensure efficient project management and timely delivery.

Representative Experience

Public Building Commission of Chicago, Chicago, IL, *Project Manager /Project Engineer.*

- CDOT Capital Program 2025 - Alleys
- CDOT Capital Program - Alleys - Package 4
- CDOT Capital Program - Alleys - Package 6

CDOT Capital Program 2025 - WPA Street Reconstruction

- CDOT WPA W. Barry Ave.
- CDOT WPA N. Mason Ave.
- CDOT W. Bryn Mawr Ave. Knox Ave.

Mr. Patel is currently managing key components of the FY 2025 CDOT Capital Improvement Alley Program, overseeing the full reconstruction of alleys across Chicago. His responsibilities include coordinating demolition and installation of new sewers, drainage structures, concrete bases, hot-mix asphalt surfaces, permeable pavers, lighting, sidewalks, ADA ramps, and catch basins. Mr. Patel provides technical oversight for drainage structure placement, elevation verification, sewer connections, and pavement installation. He facilitates detailed coordination with adjacent residents and local businesses, ensuring clear communication with Aldermen and Public Building Commission (PBC) executives to support timely, community-focused project delivery.

Highlighted Skill Sets

- Project Management
- Construction Management
- Procurement & Contract Management
- Construction Administration
- Cost Estimating
- Project Site Logistics & Phasing
- Quality Assurance and Quality Control
- Construction Scheduling

Education

- Masters of Engineering, Construction Engineering and Management, Illinois Institute of Technology
- Bachelor of Engineering, Civil Engineering, Gujarat Technological University, Ahmedabad, Gujarat

Certifications & Registrations

- PCC Level 1 (American Concrete Institute)
- OSHA 30

***Sumit Construction Company, Chicago, IL, Project Engineer.** Mr. Patel led \$16.5 million in construction projects under the FY 2025 CDOT Capital Improvement Alley Program, enforcing strict adherence to budgets, schedules, and quality standards from initiation through closeout. He conducted comprehensive site inspections to ensure compliance with CDOT/IDOT requirements and SSRBC regulations, managed concrete quantity evaluations and procurement, and coordinated subcontractor activities to meet key milestones. Through strategic use of Primavera’s CPM scheduling, he reduced project duration by 15% and improved resource efficiency by 10%. Mr. Patel also proposed and implemented an alternative construction method, resulting in an estimated savings of \$17,500 in labor costs, while fostering strong contractor relationships that led to the award of two additional projects.

***Katira Construction Company, Chicago, IL, Project Intern.** As a Project Intern, Mr. Patel played a key role in maintaining construction site safety and quality, ensuring 100% compliance with design specifications and contributing to an incident-free work environment. His keen attention to detail led to the early detection of a raft foundation error, saving the firm over \$4,700. He supported project scheduling by producing daily technical progress reports, identifying potential delays, and developing short-term schedules to improve milestone clarity across teams. Mr. Patel also optimized procurement by sourcing alternative vendors, reducing projected costs by over \$3,000, and enhanced team efficiency by streamlining meeting preparation and documentation, resulting in a 20% reduction in meeting durations.

***Work completed while employed by another firm**



PAULO C. HERNANDEZ, PE, LEED AP BD+C

Project Manager



Mr. Hernandez's 20+ years of experience demonstrates his expertise through a proven track record of projects at Chicago Public Schools, University of Chicago, Comer Children's Hospital, Northwestern University - Lurie Research Center, Chicago Police Districts, and the Public Building Commission of Chicago.

Paulo joined Ochi Consulting + Partners in 2017 as a Project Manager. Mr. Hernandez is a PE-licensed Senior Electrical Engineer and Project Manager with experience in electrical engineering and design (e.g. power, lighting, fire alarm, and I.T./Security, electrical project and construction management, electrical code review based on NEC or CEC in the Healthcare, Higher Education, Commercial, and Industrial sectors. Combined with Mr. Hernandez's knowledge in electrical cost estimating, construction administration, shop drawing review, contractor coordination, site inspections and surveys, post-construction reviews, RFI responses, and punch-list generation allows him to successfully take a project from conceptual planning stage through project closeout.

Representative Experience

Cannon Design (Formally OWPP Engineers and Architects, Project Electrical Engineer. As a project electrical engineer, Mr. Hernandez worked under the supervision of a senior electrical engineer for the design of electrical distribution systems including power equipment layout, lighting distribution, telecommunication, fire alarm, and life safety systems. Responsibilities included the following:

- Planning, Design, Consultant Coordination, Document Production, Construction Administrations for all phases of the project.
- Performed building load calculations and lighting controls layout
- Major Projects/Clients: Northwest Community Hospital (Arlington Heights, Illinois), Froedtert Cancer Pavilion (Wauwatosa, Wisconsin), St. Joseph Hospital (Chicago, Illinois)

Primera Engineers Ltd., Project Electrical Engineer. As a project electrical engineer, Mr. Hernandez was responsible for the design of electrical distribution systems including power equipment layout, lighting distribution, telecommunication, fire alarm, and life safety systems. Responsibilities included the following:

- Planning, Design, Consultant Coordination, Document Production, Construction Administrations for all phases of the project.
- Performed building load calculations and lighting controls layout
- Major Projects/Clients: Chicago Police Districts (7,9,12,23), Rush University Medical Center

Highlighted Skill Sets

Program Management
Project Management
Construction Management
Contract Management
Planning & Coordination
MBE Compliance
MBE/WBE/VEB Reporting
Schedule Management

Education

MBA, Masters of Business Administration, Illinois Institute of Technology (Stuart School of Engineering)
BSEE, Electrical Engineering, Illinois Institute of Technology (Armour College of Engineering)

Certifications & Registrations

Licensed Professional Engineer
State of Illinois
LEED Accredited Professional, Building Design & Construction (LEED AP BD+C), USGBC
Registered Energy Professional, City of Chicago State of Illinois Capital Development Board (CBD) Certified
OSHA 30 Construction Safety and Health Certified

(Chicago, Illinois), Chicago Public Schools (CPS) Carl Schurz High School, Nicholas Senn High School, Edward Hines VA Hospital, Northern Illinois University - El Centro School

M.E.P. Infrastructure Solution, Inc (MEPIS), Senior Electrical Engineer. As operations Manager and Electrical Dept. Head at MEPIS, Mr. Hernandez's primary responsibilities in the firm involve direction and oversight of engineering activities that take place across MEP trades. In addition, spent one year as an on-site Owners Rep for Northwestern University overseeing campus-wide Medium-Voltage projects and managing contractors and monitor construction progress. Other responsibilities and tasks at MEPIS included:

- Marketing, Business Development, and Client Management
- Development of electrical engineering specifications, details and procedural standards
- Provided oversight of project development and project status
- Provided guidance for system selections, design, and project management
- Established and maintained close working relationships with clients and facility end-users
- Oversaw project budgets, schedules, and overall deliverables
- Acted as lead design engineer and project manager on larger, complex company projects
- Provided peer consultant reviews for primary customers
- Oversaw growth of company from four to over twenty employees
- Major Projects/Clients: Northwestern University Chicago and Evanston Campus (NU), University of Chicago Medicine (UCM) - Orland Park New Ambulatory Care Clinic, University of Illinois at Chicago (UIC)

Skinner West Elementary School Annex, Project Manager. The Project consists of the construction of a new approximately 36,000 GSF, 4-story Annex to the existing Skinner West Elementary School. The new Annex will include 19 new typical classrooms, an Art Room,

Science Room, and a Computer Classroom. The Scope of Work will also include site improvement; rework to the existing parking lot; a new underground water detention system; a new elevator; and miscellaneous renovations to the existing building. A new Chiller for HVAC will also be included which will serve the new Annex. Renovations to the existing building include upgrades to the existing mechanical, electrical, plumbing, and fire protection systems to support the new Annex. The landscaping work will consist of restoration of the existing landscaping, as well as new landscaping.

Charles A. Prosser Career Academy, Project Manager. The CTE wing is approximately 38,500 square feet and houses programs such as auto mechanics, auto body, diverse learning, art, culinary arts, graphic arts, communication arts, cabinet making, HVAC, wood technology and a machine shop. This wing is proposed to be renovated to not only address water leaks, interior finishes, fire protection, MEP and IT upgrades but also programming needs. The entire wing is intended to receive a full roof replacement and half of the wing to be tuckpointed. The scope is proposed to include select window replacement and new window guards as well as select exterior door replacement.

Interior renovations are intended to include painting throughout. Programming improvements are anticipated to include new spaces including a culinary arts lab with café, a low voltage/solar lab, two digital media labs, a fabrication lab, and a computer lab classroom with offices and a conference room. Renovations are proposed to take place in the wood technology/cabinet makers space, auto mechanics, HVAC lab and machine shop. Corridor renovations are intended to include new flooring, doors, ceilings with lighting, and fire separation with a new 4-hour rated link enclosure to the main building. The wing is also intended to receive a new girls toilet room, new HVAC and electrical systems.

DAQUAN STONE

Assistant Project Manager



Mr. Stone is an emerging construction professional with over a decade of field experience and recent formal training from Dawson Technical Institute's Heavy Equipment Technology and Construction Program. As an Assistant Project Manager at Ochi Consulting + Partners, he supports civil infrastructure projects by coordinating field operations, managing teams, and ensuring efficient collaboration across trades.

Mr. Stone joined Ochi Consulting + Partners in May 2025 following his graduation from Dawson Technical Institute's Heavy Equipment Technology and Construction Program, part of the City Colleges of Chicago's Construction Trades initiative. With over a decade of hands-on field experience in excavation, gas and water distribution, and residential construction, Daquan brings a wealth of practical knowledge to his role. He is passionate about the transformative power of public infrastructure and its impact on communities. Throughout his career, he has served as both a laborer and foreman, operating heavy equipment, leading crews, and coordinating with multiple trades to keep projects on schedule. Currently, he is contributing to the Chicago Department of Transportation's 2025 Alley Program, where he continues to apply his expertise and commitment to improving urban infrastructure.

Representative Experience

CDOT 2025 Alley Program, Assistant Project Coordinator.

- CDOT Capital Program 2025 - Alleys
- CDOT Capital Program - Alleys - Package 3
- CDOT Capital Program - Alleys - Package 4
- CDOT Capital Program - Alleys - Package 5
- CDOT Capital Program - Alleys - Package 6

As a member of the CDOT management team, Mr. Stone plays a key role in supporting the construction management of four CDOT Alley Packages, encompassing a total of 24 alleys across the city. He contributes to the daily coordination and reporting efforts, working closely with the general contractor to maintain progress, address field issues, and keep project activities aligned with schedule and scope.

***Two in One Contractors, Construction Laborer.** As a construction laborer, Mr. Stone was responsible for supporting utility installation, gas distribution, and scaffolding across a variety of projects. He operated heavy equipment such as skid steers and aerial lifts in compliance with safety regulations, and contributed to team operations by helping maintain project schedules and uphold quality standards.

Highlighted Skill Sets

Project Management
Construction Oversight & Reporting

Education

Highway Construction Careers Training Program (HCCTP)
Dawson Technical Institute's Heavy Equipment Technology and Construction Program

Certifications & Registrations

Confined Space Entry Certification
OSHA 30-Hour Certification
Scaffolding Certification
Skid Steer Operation Certification
Aerial Lift Certification

***Hayes Construction, Water Distribution Technician.** As a Water Distribution Technician, Mr. Stone was responsible for installing and maintaining water distribution systems, including pipes, fittings, and valves. He supported troubleshooting efforts to resolve pressure issues and system malfunctions, while consistently maintaining high safety standards in active utility zones.

***Northern Pipeline (NPL), Gas Distribution Technician.** As a Gas Distribution Technician, Mr. Stone was responsible for installing and servicing gas pipelines, valves, and meters across multiple worksites. He adhered to regulatory standards and project specifications while working collaboratively with engineers, supervisors, and tradespeople to achieve key project milestones. Additionally, Mr. Stone trained new hires in gas distribution procedures and safety best practices, contributing to team efficiency and compliance.

***Obama Presidential Library, Construction Team Member.** As a Construction Team Member, Mr. Stone supported key aspects of the Obama Presidential Library project, including scaffolding setup, site logistics, and coordination activities. Working in high-traffic, multi-trade environments, he consistently adhered to OSHA safety protocols to maintain a secure and efficient job site.

***Gilco Scaffolding, Scaffolding Technician.** As a Scaffolding Technician, Mr. Stone was responsible for assembling and dismantling scaffolding systems for high-rise and specialty construction sites. He maintained equipment to meet industry safety standards and collaborated with site managers to achieve timely and secure installations, supporting efficient project execution in complex environments.

***Work completed while employed by another firm**



TIM GREEN, AIA, NCARB
 Architect | Planning & Design Manager



A licensed architect in Illinois and California with over 20 years of experience in educational, institutional, and research facility design. He has led the planning and construction of complex laboratories and healthcare spaces, including LEED-certified and historic preservation projects.

As a licensed Architect with over 20 years of experience, Mr. Green has held Senior Management positions in an award-winning general contracting firm and energy-efficient insulation and geothermal HVAC company. Tim’s broad experience in both design and construction allows him to give clients a complete, well-thought-out design that integrates aesthetic, programmatic, planning, environmental, budgetary, and constructability issues. This holistic approach gives building owners the greatest return on their investment and makes the design and construction process more collaborative and ultimately more satisfying to the end users.

Representative Experience

Detroit Public Schools Facility Review Energy Audit Program, Detroit, MI, *Architect.* Mr. Green provided a 600 facility report review for MiEnergy.

***Building Blocks Learning Academy, Chicago, IL, Architect of Record/ Designer.** Mr. Green was the Architect of Record and Designer of a 40,000 SF early childhood education center. This project was a collaboration between the operator of the center (Building Blocks) and New Life Covenant, SE church. This project was the first phase in a series of projects whose goal is revitalize the Grand Crossing neighborhood. This particular area had been a manufacturing center within the city, but the businesses had left many years ago leaving behind abandoned buildings and a general sense of blight in the neighborhood. The early childhood center took one of these abandoned buildings and completely gutted/restored the interior and the exterior of the building, and in the process converted what had been an eyesore and symbol of blight into a new, productive facility for a historically underserved community. The facility is one of the largest early childhood education centers in Chicago and provides care and education for children 6 weeks through kindergarten on a full day basis. The facility also provides after school care and education for its students and older children from within the neighborhood. It also serves as a children’s church and community center on the weekends. The facility has the capacity to serve 324 children.

Highlighted Skill Sets

- Project Management
- Architectural Design
- Programming
- New Construction and Renovation
- Construction Administration

Education

- Master of Architecture
The University of Colorado
- Bachelor of Arts, Economics
Colorado College

Certifications & Registrations

- Registered Architect
CA #C 37173
IL #1301072867
- City of Chicago
Self-Certification Architect

Professional Memberships

- American Institute of Architects (AIA), Member
- National Council of Architectural Registration Boards (NCARB), Member

***Chicago State University Daycare Center,** Chicago, IL, *Architect of Record / Designer.* Mr. Green was the Architect of Record and Designer for the renovation, remodel, and conversion of approximately 5,200 SF of existing space on the first floor of the Education Building on the campus of Chicago State University. The new Center will provide care for approximately 70 children and will serve the needs of students, faculty, and the local community. The Center will also serve to train new early childhood education teachers. The Center contains two 3-5 year-old classrooms, one school age classroom, a new outdoor playground, warming kitchen, nurse’s office, administrative offices, conference room, parent/teacher meeting room, and support spaces. The facility will offer full day services as well as after-school care. Work includes the selective demolition of walls within the space, complete demolition of all finishes, flooring, ceiling, M/E/P equipment and systems, doors, and lighting. The new work includes new walls, ceilings, finishes, flooring, lighting, M/E/P equipment systems, doors, fire sprinkler system and fire alarm system. Future projects include the creation of an infant-toddler facility adjacent to the existing Center.

***University of Chicago Medicine BSD – DOM ID Schneider Office Renovations** Chicago, IL, *Architect of Record / Designer.* Mr. Green was the Architect of Record and Designer for the remodeling and conversion of approximately 600 SF of existing wet-lab space, in the basement of the Chicago Lying-In building, into a new office suite for the Department of

Medicine. Significant infrastructure work including new air distribution and temperature control systems were required as part of the Work. The new space serves as office space for outreach workers in the Infectious Diseases Department.

***Roseland Community Hospital Vertical Expansion,** Chicago, IL, *Space Planning / Design.* Mr. Green provided space planning and design for the planned future vertical expansion over the existing Emergency Department. The existing 1 story 15,000 SF Emergency Department was built with the capability to have (2) additional floors constructed on top. These two floors were to contain a new surgical department and new ICU, both departments to be relocated from existing locations within the hospital. The ICU contained 15 beds, staff areas, nurse’s station, utility rooms, and consultation rooms. The surgery department contained 2 standard operating theaters, 2 orthopedic theaters, 2 endoscopy suites, recovery rooms, changing rooms, nurse’s station, staff rooms, utility rooms and accessory spaces.

***Work completed while employed by another firm**



JUSTIN CAFFERTY, LEED BD+C

Planning & Design Oversight



With over 25 years dedicated to the successful design and management of education 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.

Mr. Cafferty is a seasoned Principal and LEED Accredited Professional with over 25 years of experience in the design and management of educational facilities. He specializes in translating client goals and complex project challenges into innovative, user-focused environments that consistently meet schedule and budget requirements. Justin’s expertise spans all phases of project delivery, from strategic planning and design management to quality control and stakeholder coordination. He has led major projects for Chicago Public Schools and the Public Building Commission of Chicago, overseeing new school construction, large-scale renovations, and capital planning initiatives totaling hundreds of millions of dollars. Recognized for his leadership and commitment to excellence, Justin is a recipient of the CEFPI James MacConnell Award and has served as a board member for educational organizations.

Representative Experience

Public Building Commission of Chicago (PBC), Chicago, IL. Acts as the Board Authorized Representative, overseeing conformance to User Agency design standards, schedule, and budget across multiple ongoing projects.

Chicago Public Schools (CPS), Chicago, IL. Acted as Board Authorized Representative, overseeing conformance to CPS design standards, schedule, and budget for the following new schools and additions:

- Hancock High School-180,000 total square feet, \$92 million total budget, August 2021 completion
- Englewood STEM High School-160,000 total square feet, \$85 million total budget, August 2019 completion
- Taft Freshman Academy-137,000 total square feet, \$85 million total budget, August 2019 completion
- 18 Annex Projects-460,000 total square feet, \$350 million total budget, August 2017 thru August 2024 completion
- Dore Elementary School-113,00 total square feet, \$50 million total budget, August 2018 completion
- South Loop Elementary School-120,000 total square feet, \$50 million total budget, August 2018 completion

Highlighted Skill Sets

- Architectural Design
- Design Management

Education

Master of Architecture, University of Illinois at Chicago, 1997

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

Certifications & Registrations

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

- ChiArts | The Chicago High School for the Arts*-170,000 SF renovation, \$20 million total budget, August 2009 completion

Chicago Public Schools (CPS), Capital Planning & Construction Program, Chicago, IL. 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. Also enforced quality control measures to confirm that the entire team of design and construction consultants adhered to CPS’ design standards and performance requirements. Acted as the liaison between architects of record, end users, and the CPS Capital Planning & Construction team. *

Chicago Public Schools (CPS), FY13 Welcoming Schools, Chicago, IL. Worked closely with the CPS Capital Construction team (CIP) to develop the strategy to facilitate the nation’s largest school facility closing program and associated upgrades to existing “welcoming” schools. This required the evaluation, prioritization, and identification of project needs for over

150 school facilities in an extremely short time frame to inform CPS’s decision-making process. Working from the directive to provide ‘warm, safe and dry’ facilities for each student, the scope of work included program expansion as well as major 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. *

Evanston Skokie District 65, Dewey Elementary School, Evanston, IL. Project Architect/ Manager for additions and renovations to accommodate increased enrollment. Improvements include a new library, main office suite, and secure, easily identifiable main entry. *

*Work completed while employed by another firm



MARY CAVANAUGH, LEED AP

Planning & Design Oversight



With 35+ years of experience in K-12 educational projects, Ms. Cavanaugh excels at integrating design and technical details, fostering collaboration, and serving as the go-to expert for construction knowledge, technical detailing, and team coordination.

Ms. Cavanaugh is a highly accomplished Technical Leader and Registered Architect with over 35 years of experience delivering innovative solutions for K-12 educational projects. Renowned for her expertise in integrating design and technical details, Ms. Cavanaugh excels at fostering collaboration across disciplines and is a trusted resource for construction knowledge, technical detailing, and team coordination. Ms. Cavanaugh’s leadership includes significant roles in developing design standards, peer reviewing major school projects, and advancing sustainability initiatives such as Net Zero Energy guidelines. Her commitment to excellence is reflected in her award-winning work and her active involvement in advisory committees and professional organizations.

Representative Experience

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 have developed and evolved over the years have resided across series of disparate documents. Augmented with personal institutional knowledge from serving CPS Capital Planning & Construction and created a draft version. This document is the initial step in the update of the CPS Design and 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. After researching new products, created updated performance-based specifications with finalized furniture selections.

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 Plan efforts. To achieve this, a ‘think tank’ was formed consisting

Highlighted Skill Sets

- Architectural Design
- Design Management

Education

BS, Architectural Studies,
University of Illinois at Urbana-
Champaign, 1985

Certifications & Registrations

- 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

CEFPI James MacConnell
Award Winner 2013

Booker T Washington STEM
Academy

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. The Guidelines were developed in conjunction with the Design Standards Reorganization in order to maintain consistency and continuity between the two sets of standards.

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 design-build delivery. *

Chicago Jewish Day School, Chicago, IL. Project Manager/ Senior Project Architect for gut renovations to a multi-building campus for a progressive Jewish day school. Worked closely with client and city code officials to design state-of-the-art classrooms with open collaboration areas, central worship space, and various other classroom and assembly spaces. *

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 project. *



TODD NIEMIEC, AIA, ALA

Planning & Design Oversight



Mr. Niemiec is an Architectural Principal with 30+ years of experience leading planning, design, and project management for diverse public and private projects. Expert in code compliance, Universal Design, and sustainable solutions that balance innovation with practical constraints.

Mr. Niemiec joined SMNG A Ltd. in 1994, advancing to Associate in 1998 and Principal in 2005. As lead conceptual planner, coordinator, and designer, he has guided a diverse array of projects, integrating deep knowledge of building codes and regulatory requirements into the firm’s innovative design solutions. Mr. Niemiec’s expertise spans facility assessment, conceptual design, code evaluation, technical detailing, bid evaluation, construction administration, peer review, and public agency standards development. He initiated the firm’s commitment to the 2030 Challenge for a carbon-free future and is recognized for his collaborative approach, attention to detail, and passion for community impact projects. Mr. Niemiec consistently incorporates Universal Design principles, balancing inspirational, impactful design with budget-conscious and pragmatic construction solutions.

Representative Experience

Forest Preserves District of Cook County (FPDCC) Restroom Rehabilitation, Cook County, IL, *Principal in Charge*. As Architect of Record, Mr. Niemiec is overseeing the design team in partnership with the Chicago Public Building Commission on behalf of the FPDCC to assess, design, and manage 60 separate restroom facilities located across the county.

Chicago Children’s Advocacy Center Interior Renovation, Chicago, IL, *Principal in Charge*. Mr. Niemiec is the Architect of Record for an interior renovation of a multi-tenant/not-for-profit commercial office suite. The renovation includes an expansion of the mental health services, new administrative suite, and refreshed health clinic.

McCutcheon Elementary School Main & Branch Buildings, Chicago, IL, *Principal in Charge*. Mr. Niemiec is the Architect of Record for exterior envelope repair, roof replacement, and select MEP system and toilet room upgrades for the elementary school and branch facility.

Kells Park Fieldhouse, Chicago, IL, *Associate Architect*. Performing conceptual and schematic design.

Chestnut Health Systems Renovation, Chicago, IL, *Principal in Charge*. Mr. Niemiec is the Architect of Record for the renovation of an existing indoor soccer facility into medical and research office space.

Highlighted Skill Sets

- Facility Assessment
- Conceptual Design
- Code Evaluation
- Peer Review
- Construction Administration

Education

Bachelor of Architecture,
University of Illinois at Chicago

Certifications & Registrations

- Licensed Architect, Illinois
NCARB Certificate
- Self Certification - Chicago
Department of Buildings

Affiliations

- Board Member, Good Shepherd (Childcare) Center, Hazel Crest (2023-25)
- Panelist, Illinois Green Alliance Getting to Zero Summit (2022)
- Chicago Building Department Building & Planning Committee (1998-2002, 2018-2019)
- City Colleges of Chicago 10,000 Small Businesses Program Cohort 22 Graduate (2018)
- Guest lecturer, AIA Florida Southwest Lecture Series (2011)
- PBC Tech. Review Committee (2009-2010)

CPS Architecture & Design Consulting, Chicago, IL, *Principal in Charge.* Overseeing conceptual design for preparing district-wide preliminary zoning and code due-diligence research, as well as program test-fits for renovations, expansion and new elementary and high schools.

Academy For Global Citizenship, Chicago, IL, *Principal in Charge.* Architect of Record for a unique and groundbreaking new Pre-K through 8th grade net-positive energy campus on Chicago’s southwest side including Chicago’s first ever Living Building Challenge and PHIUS certified school, supporting unique earth stewardship, self-directed learning and nutrition focused pedagogy.

ComEd Recreation Center At Addams Park, Chicago, IL, *Principal in Charge.* Architect of Record and designer of the Chicago Park District’s first of its kind indoor athletic center on Chicago’s near west side.

Chicago Housing Authority (CHA) Design Guidelines & Standards, Chicago, IL, *Principal in Charge and Co-developer.* Development of CHA’s first-ever design standards, guideline technical specifications and drawing standards. This document establishes objectives, requirements and strategies for affordable public housing maximizing the quality of the built environment while addressing considerations of first cost, durability, energy efficiency and long-term maintenance.



ALICIA PONCE, AIA, NCARB, LEED AP BD+C, LFA
LEED/Sustainability



Ms. Ponce is a recognized leader in architecture and sustainability, guiding multidisciplinary teams to deliver impactful, community-focused projects across the Midwest. Her expertise in healthy building design and equitable development empowers clients to create resilient, socially responsible environments.

Widely recognized for her leadership in architecture, sustainability, and community advocacy, Ms. Ponce guides multidisciplinary teams with purpose and vision. She provides strategic architectural design direction, sustainability consulting, and inclusive community engagement for impactful projects across the Midwest. Her deep expertise and passion for creating healthy, equitable environments empower clients to realize architecture that is innovative, resilient, and socially responsible.

Representative Experience

- Cara Collective - Cleanslate Southside Campus, Architect
- P116 Hotel, LEED Administrator, | Pursuing LEED Gold Certification
- Focal Point Health & Wellness Campus, Primary Sustainability Consultant | Pursuing LEED Campus Gold
- Growing Home, Architectural Associate and Sustainability
- MIXR, Architect
- Beyond the Ball Administration Offices, Architect
- NIU Center for Sustainability, LEED Consultant | Pursuing LEED BD+C Silver Certification
- Illinois State Police Crime Lab - Will County, LEED Consultant | Pursuing LEED BD+C Silver Certification
- United Yards Phase 1B Retail, Architect
- Aunt Martha’s Clinic, Interior Architecture & Design, Architect
- Cabrera Capital Markets, Interior Architecture, Architect
- eta Creative Arts Foundation Feasibility Study, Architect
- Chicago Public Schools (CPS), Philip Rogers Elementary School, Annex LEED Consultant | LEED for Schools Silver Certified
- CPS, Palmer Elementary School Annex, LEED Consultant | LEED for Schools Silver Certified
- CPS, Byrne Elementary School Annex, LEED Consultant | LEEDv2009 for Schools Certified
- University of Chicago Keller Center, Sustainability Architect | LEED BD+C Platinum and LBC Petal Certified

Highlighted Skill Sets

- Architecture & Design
- Sustainability Consulting
- Community Engagement & Advocacy

Education

BS, Architectural Studies,
University of Illinois Urbana/
Champaign

Certifications & Registrations

- Licensed Architect: IL, WI, NY
- LEED AP BD+C
- Living Future Accredited
- City of Chicago Department of Buildings Self Certified

Affiliations

- Arquitina, Founder and Chair
- Arquitectos, The Society of Hispanic Professional Architects
- Chicago Landmark Commission, Appointed Commissioner
- Chicago Decarbonization Policy Working Group
- United Way Chicago, Executive Board Member
- HACIA Sustainability Committee Member, Present
- Illinois Green Alliance Appointed Board Member, 2018
- Illinois Hispanic Chamber of Commerce, Present
- Living Building Challenge Chicago Collaborative Co-Chair, 2016-2019



MARY ANN VAN HOOK, AIA, LEED AP

Senior Project Manager



Ms. Van Hook, bringing 45+ years of industry leadership has led multidisciplinary teams on complex projects, established effective frameworks for program delivery, and driven rigorous design quality.

Mary Ann Van Hook, joined Ochi Consulting + Partners in 2024 as Senior Design Director, bringing over 45 years of experience in the design and construction industry. She leads multidisciplinary teams in managing complex programs and projects for diverse clients, drawing on her extensive background as Managing Architect and Program Manager to deliver solutions that align with client goals and programmatic requirements. Mary Ann’s technical expertise and collaborative approach drive rigorous design reviews, strong quality control, and consistent adherence to schedule and budget. A dedicated advocate for diversity and inclusion in the AEC industry, she is actively involved with the Hispanic American Construction Industry Association and holds multiple professional certifications. Mary Ann holds a Master of Architecture from the University of Illinois at Chicago and a Bachelor of Science in Architecture from the University of Illinois at Urbana-Champaign.

Representative Experience

Public Building Commission of Chicago, Chicago, IL, *Senior Design Manager*. Ms. Van Hook performs the following:

- Conducted multi-perspective reviews of design and construction activities for PBC professional services firms, design/build teams, and general contractors.
- Actively participated in PBC/client design meetings, including team design sessions, client project meetings, and community forums with alderpersons, PBC executives, architects, and community representatives to establish project goals and achieve consensus on scope, design, and budget.
- Provided detailed review and recommendations at all stages of design and development, ensuring alignment with user group requirements, design intent, and PBC cost estimates.
- Continued oversight during construction, reviewing contractor change orders and addressing potential design errors or omissions, maintaining quality and constructability through project close-out.
- Fostered collaboration with PBC and user groups in public meetings and events, focusing on project integrity, stakeholder needs, and budget adherence.

Highlighted Skill Sets

- Design/Constructibility Peer Review
- Building Code Analysis
- Regulatory Compliance for Zoning and Planned Development Projects/Programs
- Overall Planning and Design Management
- Project Feasibility, Conceptual Master Planning and Program/Project Development
- Program and Project Strategic Planning and Development
- Construction Administration and Oversight
- Procurement and Solicitation Development (RFP/RFQ/IFB)
- Physical Condition Assessment Reports/Studies
- Pre-Design and Conceptual Programing/Development

Education

- MArch, University of Illinois at Chicago, 1980
- BS, Architecture, University of Illinois at Champaign-Urbana, 1976
- Unite Pedagogique d’Architecture, Ecoles des Beaux Arts, Versailles, France 1975

Registrations & Affiliations

- Licensed Architect
- LEED AP
- AIA
- Certified IL Capital Development Board - Project Manager for A/E

This Included attending Alderman/Client/Community meetings for the following projects:

- Mayfair Branch – New Library, Chicago Public Library, 39th Ward

Participated in PBC/client design meetings, including team sessions, client project reviews, and community meetings with alderpersons, PBC executives, architects, and community representatives. Helped establish project goals and build consensus on scope, design, and budget.

- Logan Square Plaza

Engaged in PBC/client and design meetings with landscape architects. Coordinated and attended community events, such as the Logan Square Farmers Market and Plaza Open House, to gather feedback and define design parameters. Facilitated collaboration among community members, alderpersons, clients, and the PBC team to shape design options and development opportunities.

- Public Building Commission

Collaborated with architects during preliminary design phases to align with user group goals, design intent, and budget. Maintained involvement through follow-up design meetings and scope reviews for each project.

***The Capital Development Board of Illinois, Managing Principal/ Lothan Van Hook DeStefano Architecture/DeStefano and Partners State of Illinois Capitol Master Plan.** Led a multidisciplinary team of 12 design and engineering firms to deliver a comprehensive assessment of all facilities on the Illinois State Capitol Campus in Springfield. Oversaw the development of a master plan guiding 50 years of growth and redevelopment, including renovation, new construction, and sustainable initiatives. Additionally, provided planning, design, and construction management services for the new State Emergency Operations Center, serving as headquarters for the Illinois Emergency Management Agency and other state emergency agencies.

***Housing Authority of Cook County/North Scattered Sites Renovation, Managing Principal /Lohan Van Hook Destefano Architecture.** Led renovation and design for 53 residential buildings—including single-family homes, two-story townhomes, and a multi-unit apartment

building—in Wheeling and Evanston. The program included site upgrades, installation of energy-efficient HVAC systems, lighting, and appliances, enhanced insulation, new windows and roofing, and comprehensive kitchen and bathroom remodels.

***University of Illinois, Chicago and Champaign-Urbana Campuses, Managing Principal/ Lothan Van Hook DeStefano Architecture/ DeStefano Partners Architects.** Provided assessment and design services for several key projects, including the College of Medicine Simulation Center Medical Building, space planning for various campus facilities, and feasibility studies for Altgeld and Illini Halls at the University of Illinois.

***Chicago Public Schools, Managing Principal/ Lothan Van Hook DeStefano Architecture/ DeStefano and Partners.** Led renovation projects for various Chicago schools from 2014 to 2024, including ADA upgrades and exterior wall and window improvements. Directed the comprehensive design and renovation of Sullivan High School, encompassing exterior and interior renovations, ADA and classroom upgrades, life safety enhancements, and the addition of a new elevator.

***Public Building Commission of Chicago, Managing Architect /Destefano and Partners.** Provided design and construction management services for prototype high schools developed in collaboration with John Ronan Architects. Managed the design and construction of the CPS National Teachers Academy, a 162,000-SF facility combining teacher training, a PK-8 elementary school, a community center, and early childhood education spaces.

***Work completed while employed by another firm**



SIMONÉ RAY, RA
Senior Project Manager



Ms. Ray is a seasoned project manager with extensive experience leading complex design and construction initiatives across educational and commercial sectors. She specializes in overseeing projects from concept through completion, with a strong focus on stakeholder collaboration, regulatory compliance, and delivering high-quality built environments.

Ms. Ray is deeply committed to transforming existing spaces into environments that enhance learning experiences for students. Her approach to working within historic structures balances safety with aesthetic excellence, creating spaces that are both functional and inspiring. She provides comprehensive design management services from conceptual design through construction administration, drawing on her experience in educational facility design and commercial development. Her responsibilities span budgeting and facilities assessments, reviewing design guidelines, project development and scheduling, bid management, regulatory compliance, and construction document review. Throughout each phase, she collaborates closely with owners, architects, estimators, and other key project stakeholders to deliver successful outcomes.

Representative Experience

Chicago Public Schools Program Management Services, Chicago, IL, Architectural Design Manager. McKissack is leading the revision of the Chicago Public Schools (CPS) Design Guidelines, managing the content of the comprehensive 3,000-page document. As part of CPS’s ongoing capital program, McKissack provides full-spectrum design and construction management services, supporting both short- and long-term planning efforts. Ms. Ray plays a senior role in delivering design management services, including budgeting, facilities assessments, project scheduling, close-out processes, and data controls. She facilitates coordination among multi-disciplinary teams to meet project timelines and budget constraints, while maintaining compliance with grant funding requirements. Ms. Ray regularly interfaces with CPS stakeholders and leadership, and leads meetings to align project goals. Her portfolio includes specialized masonry renovations and telecommunications projects, and she advocates for innovative, sustainable design solutions on behalf of the Owner. Additionally, she contributes to team development by training new design team members.

Relevant Chicago Public School (CPS) Construction Projects:
CPS Hanson Stadium Project, 2023: Ms. Ray is currently leading design management efforts for a high-profile Chicago Public Schools (CPS) capital project that includes the construction of a new 4,000-square-foot locker room facility and accessible toilet rooms.

Highlighted Skill Sets

- Program Management
- Project Management
- Construction Management
- Design Management
- Project Controls
- Scheduling

Education

- BA, Architecture & Design, University of Illinois at Chicago, 2004
- MS, Construction Law, Arizona State University, degree in progress

Certifications & Registrations

- Registered Architect – Illinois #001023117, 2015
- National Council of Architectural Registration Boards—IL, 2015
- Occupational Safety and Health Administration (OSHA), 30-Hour Certified

The scope also encompasses masonry repairs to the existing grandstands and the installation of prefabricated, free-standing press boxes. A key challenge of the project involved preserving the architectural integrity of the orange-rated historic structure, which Ms. Ray successfully addressed through thoughtful design strategies and close coordination with the Department of Planning and Development to secure special zoning use approvals. With a total construction cost of \$25.4 million, the project reflects Ms. Ray's expertise in navigating complex regulatory environments while delivering functional, community-focused improvements.

CPS Prosser High School Project, 2023:

Ms. Ray is leading design management for a comprehensive upgrade to the mechanical, electrical, and plumbing systems at a century-old high school, a project that required thoughtful integration with the building's existing architectural finishes. When the project exceeded budget at the 100% design milestone, she successfully coordinated and reconciled a value engineering effort to bring the scope in line with financial constraints without compromising quality or functionality. The total construction cost for the project is \$10.7 million.

CPS Lovett Elementary Project, 2018-2023:

Ms. Ray is overseeing design management for a major renovation project that includes rebuilding the masonry façade and parapet, as well as replacing the roof system. The roof replacement required a specialized effort to remove and reconstruct the existing structural system, adding complexity to the scope. One of the key challenges Ms. Ray successfully addressed was the coordination and sequencing of long-lead items, including construction materials and mechanical equipment, to maintain project momentum and avoid delays. The total construction cost for the project is \$15 million.

CPS McClellan Elementary Project, 2017-2019:

Ms. Ray is managing the design aspects of a transformative school improvement project that includes the construction of a new brick masonry building addition housing a four-stop elevator, making the facility fully accessible. The project also features the development of a new artificial turf field, walking track, and playground

designed for both school and community use. A significant design challenge involved addressing extremely poor soil conditions, which Ms. Ray overcame through the implementation of innovative structural solutions. The total construction cost for the project is \$9 million.

***AltusWorks, Inc., Chicago, IL, Architectural Design Manager.** Ms. Ray served as Architectural Design Manager at AltusWorks, where she specialized in the historic preservation and renovation of educational facilities. Her role included reviewing design guidelines and managing compliance with governmental regulations and building codes, including the 2019 Chicago Building Code and the 2018 International Building Code. She successfully led design processes from concept through execution, working closely with owners, architects, estimators, and other key project stakeholders to deliver high-quality, code-compliant outcomes.

*** G.I. Stone, Inc., Chicago, IL, Project Manager.** Ms. Ray contributed to luxury stone construction projects with a focus on hospitality design, industrial design, residential, and commercial planning. In her role, she managed project development and documentation, providing detailed estimations based on construction documents. Her responsibilities included preparing AutoCAD drawings, coordinating on-site construction meetings, and conducting assessments to support seamless project execution. Her work demonstrated a strong command of both technical precision and collaborative project management across diverse design sectors.

***Work completed while employed by another firm**



SID IMAM, AHC, CDT, LEED AP, BD+C, PMP
Senior Scheduler



Mr. Imam brings extensive expertise in architecture, real estate development, and construction, with a proven track record as a program scheduler, project architect, and senior project manager. He has successfully led complex, high-profile urban infrastructure, commercial, and municipal projects from concept through completion.

Mr. Imam is an accomplished professional with extensive experience in architecture, real estate development, and construction. He has served as a project controls manager, program scheduler, project architect, and senior project manager on complex urban, commercial, and municipal projects. Mr. Imam has led client relations with major multinational organizations and managed all project phases, from business case development and due diligence to design, documentation, coordination, and closeout. He is also an experienced educator in business practices, sustainable design, construction methods, and safety.

Representative Experience

Cook County, Capital Program Management Services for the Public Safety Portfolio, Cook County, IL, Senior Project Manager/Scheduling. Mr. Imam managed a portfolio of over 200 projects for Cook County’s Public Safety and Bureau of Asset Management, overseeing a time-phased annual budget exceeding \$260 million and strategic planning for 11.5 million square feet of facilities. He developed and maintained Oracle Primavera P6 datasets, work breakdown structures, and cost-loaded schedules for both short- and long-term master planning, utilizing Earned Value Management (EVM). Mr. Imam led policy-driven projects from planning through closeout, communicated updates to stakeholders, resolved issues, and confirmed timely milestone delivery. His responsibilities included risk analysis and mitigation, marketing initiatives, asset audits, cash flow analysis, and lease management. He monitored program performance baselines, published monthly analytics and executive reports, and conducted schedule and compliance reviews, including Time Impact Analysis and variance reporting. Mr. Imam also reviewed construction documents, contractor schedules, pay applications, and managed KPIs to support successful project delivery.

O’Hare International Airport Terminal 5, Phase 2 Improvements, Chicago, IL, Project Manager/Scheduling. During Phase 2 improvements, McKissack provided project management and controls services for a range of airfield and facility upgrades, including taxiways, cargo aircraft aprons, taxi lanes, runway threshold relocations, airfield lighting vaults, duct banks, navigational aids (NAVAIDS), and drainage systems. Mr. Imam directed capital upgrades and modernization efforts for TSA

Highlighted Skill Sets

- Program Management
- Project Management
- Construction Management
- Design Management
- Project Controls
- Scheduling

Education

- MS, Project Management, Northwestern University, 2010
- Graduate School of Design, Advanced Management Development Program Real Estate, Harvard University
- B.Arch, Architecture, Illinois Institute of Technology, 2003
- BA, Communications, Wayne State University

Certifications & Registrations

- Project Management Professional (PMP), Project Management Institute, 2017
- Professional LEED AP BD+C, 2013
- Construction Documents Technologist (CDT), Construction Specifications Institute, 2009
- Architectural Hardware Consultant (AHC), 2004
- OSHA 30-hour Safety Training Certificate

***KSC- AtkinsRéalis & Populous Group, Chicago, IL, *Project Controls Manager*.** While with KSC-AtkinsRéalis & Populous Group, Mr. Imam played a key role in a major utility provider's construction initiative, guiding the project from conceptual design through in-service delivery. He led strategic planning to optimize resource allocation by analyzing project requirements, forecasting labor and material needs, and deploying resources efficiently across multiple phases. Mr. Imam conducted comprehensive risk analyses, identifying potential project risks, assessing their impact, and developing mitigation strategies to safeguard timelines and budgets. He streamlined operational workflows by mapping processes, eliminating bottlenecks, and implementing best practices to enhance coordination and productivity. These efforts resulted in measurable gains in efficiency and cost savings. Additionally, Mr. Imam developed and maintained the Integrated Master Schedule (IMS), utilizing scenario-based simulations to evaluate potential impacts and support proactive decision-making, while fostering strong stakeholder relationships to establish fiscal accountability and program transparency.

***O'Hare International Airport Terminal 5, Phase 3 Improvements, Chicago, IL, *Project Director*.** As Project Director with Cumming LLC, Mr. Imam led the construction of a complex, multi-stakeholder development for the new Northeast Cargo facility at Chicago O'Hare, a \$56M Phase III investment spanning 65 acres. He collaborated closely with the design team, developer, general contractor, union representatives, and regulatory agencies—including the Chicago Department of Aviation, City of Chicago Building Department, FAA, TSA, and U.S. Customs & Border Protection—to confirm all requirements were met. The facility, designed to achieve LEED Silver certification, includes 132,394 SF of space with warehouse, office, cooler, GSE shop, solar energy installation, and airline offices on a mezzanine floor. Mr. Imam directed strategic planning and resource allocation, conducted comprehensive risk analyses, and streamlined operational workflows to overcome schedule constraints, labor shortages, and supply chain disruptions. He maintained rigorous project controls, including budget monitoring, cost containment, and change management, and

confirmed accountability through detailed cost reports, cash flow analyses, and CPM resource-loaded schedules. Mr. Imam regularly published executive summaries to keep leadership informed and aligned, ultimately delivering the project on time and within scope despite significant challenges.

***William Jones College Prep High School, Chicago, IL, *Director of Planning/Scheduler*.** As Director of Planning PMO with KSC & Walsh, Mr. Imam led project planning and Critical Path Method (CPM) scheduling for the \$90 million LEED-certified Jones College Prep High School replacement in downtown Chicago. He oversaw scope validation, contractor bid analysis, and multi-trade budget allocation, ensuring alignment with project objectives and regulatory requirements. Mr. Imam developed and maintained Oracle Primavera P6 reports to monitor risk exposure, cost variances, schedule float, and milestone tracking, applying financial performance metrics such as Estimate at Completion (EAC), Cost Performance Index (CPI), and Schedule Performance Index (SPI) to optimize project delivery and resource efficiency. He established a Project Management Office (PMO) culture focused on pre-construction planning, safety, and proactive client engagement, and supported strategic real estate initiatives including site selection, business case development, risk management, procurement planning, and integrated change control. Mr. Imam collaborated closely with stakeholders, senior leadership, and Authorities Having Jurisdiction (AHJs) to establish project alignment and regulatory compliance.

***Work completed while employed by another firm**



CHARLENE RIFFER

Senior Scheduler



Ms. Riffer is a seasoned project controls professional with expertise in cost estimating, schedule analysis, and change management for infrastructure projects across both public and private sectors.

With a strong background in construction management across both ownership and consulting roles, Ms. Riffer brings extensive experience in both the private and public sectors. As Project Manager and General Manager of Capital Construction at the Chicago Transit Authority (CTA), she led major infrastructure initiatives and oversaw all phases of construction operations, including schedule reviews, cost engineering, quality assurance, and field oversight.

One of her key accomplishments at CTA was the development of a comprehensive construction close-out system, which became the standard for finalizing projects during her tenure. At Moss Holding Company, she designed and delivered construction management training for project management and sales teams, enhancing internal capabilities and operational efficiency.

Ms. Riffer's leadership has been recognized with multiple honors, including an award for successfully guiding her team through the adoption of a web-based project management system, and the Lake County Contractors Above and Beyond Award for outstanding service and dedication.

She is proficient in industry-standard project management and controls software, including e-Builder®, Primavera®, and Primavera Advanced, which she leverages to support cost tracking, schedule management, and project documentation for complex infrastructure projects.

Representative Experience

Chicago Transportation Authority (CTA), Mid Con Civil, Structural and Systems (MC21-06) Des Plaines Rail Yard – Track Improvements, Des Plaines, IL, Project Controls Manager. Ms. Riffer is responsible for executing project control functions to ensure alignment with the Chicago Transit Authority's (CTA) cost and schedule objectives, including comprehensive change order management. Her current project involves the reconstruction and reconfiguration of both the inner and outer lead tracks, incorporating complex special trackwork. The scope also includes the replacement and redesign of special track components within the east yard storage area, as well as upgrades to the road crossings leading to the yard shops.

Highlighted Skill Sets

- Program Management
- Project Management
- Construction Management
- Project Controls

Education

MBA, Keller Graduate School of Management, DeVry, 2014

MS, Civil Engineering University of Illinois, Urbana-Champaign, 1984

MS, Architectural Studies University of Illinois, Urbana-Champaign, 1984

BS, Architectural Studies, University of Illinois, Urbana-Champaign, 1980

Certifications & Registrations

PMP Trained

OSHA 30-Hour Certification in Construction Safety and Health

CTA Red Line Extension Advance Work, Chicago, IL, *Project Controls Manager*. Ms. Riffer oversees project controls to ensure compliance with CTA's cost and schedule goals, including independent cost estimating, change order evaluation, and schedule review. She supports advance construction management for utility relocation, demolition, and community office projects tied to the Red Line Extension (RLE) program. This preparatory work enables the future 5.6-mile expansion from 95th to 130th Street, adding four new stations and a rail yard. The RLE will improve transit access and opportunity for residents on Chicago's Far South Side, requiring extensive utility relocations and demolition of existing structures.

CTA Non-Revenue Rail Vehicle Maintenance Facility, Chicago, IL, *Construction Management Project Controls/Estimator*. Ms. Riffer managed the overall construction budget by forecasting, tracking, and reporting project costs. Her responsibilities included maintaining cost control logs for potential changes, allowances, and claims; developed scopes of work and independent estimates for change orders; and reviewed contractor proposals and claims. The design-build project involved constructing a 70,000-square-foot facility to support maintenance and repair of over 125 pieces of power and way equipment. The building was designed to accommodate up to 16 non-revenue vehicles simultaneously and support equipment rebuilding and part fabrication.

CTA Farwell, Armitage, and Hill Street Substations, Chicago, IL, *Construction Management Project Controls Senior Specialist*. Ms. Riffer was responsible for developing and implementing project controls, managing change orders, and reviewing monthly schedule updates. She also analyzed and reconciled cost estimates for extra work related to the Farwell, Armitage, and Hill Street substations. This \$46.7 million project involved constructing three new traction power substations—one two-level facility on the Red Line and two single-level substations on the Brown Line—along with modifications to two switch rooms. Each substation was equipped with 15-kVAC switchgear, traction power transformers, and 800-VDC switchgear to enhance service reliability on CTA's Red and Brown lines.

CTA, Construction Management Contract, Chicago, IL, *General Manager, Construction Cost Analysis Control*. Ms. Riffer led construction management teams to consistently deliver projects on time, within budget, and to high quality standards. She initiated and reviewed contract change documentation for contractors, consultants, and construction managers, and coordinated issue resolution among all project stakeholders. Her responsibilities included evaluating staffing plans, recommending time extensions, reviewing contractor pay requests, preparing task orders, and monitoring construction budgets. She also facilitated coordination of construction activities across various CTA departments to ensure seamless project execution.

Metra Western Avenue Wastewater Upgrade, Chicago, IL, *Project Controls*. Ms. Riffer was responsible for submittal and schedule reviews, coordination efforts, and attending on-site meetings with the contractor and Metra. She provided construction management services for a new wastewater system at Western Avenue Yard. The scope included a 925 SF addition to Compressor Building C, new pipe bridges, foundations, site work, minor grading, and selective demolition. The project also involved installation of a new Underground Storage Tank (UST), oil separator, pumps, piping, valves, and supports, along with electrical systems, instrumentation, and underground drainage infrastructure.

Amtrak Frederick Douglass Tunnel, Washington, DC, *Independent Cost Estimator (ICE)/Project Estimator*. Ms. Riffer was responsible for developing independent cost estimates for work packages within the B&P Tunnel Replacement Program, which Amtrak used to evaluate CMAR contractor proposals. The program upgraded a four-mile segment of the Northeast Corridor, including two new high-capacity electrified tunnels, new bridges, track systems, and an ADA-accessible West Baltimore MARC Station. Its centerpiece—the Frederick Douglass Tunnel—replaced the aging B&P Tunnel, improving travel times and service reliability for nearly nine million annual riders. The new alignment flattened existing track curves, allowing trains to operate at higher speeds through the corridor.



THEODORE KONOW

Quality Control Manager



Mr. Konow is an accomplished Quality Control Manager and Electrical Engineer with over 35 years of experience overseeing the design and construction of complex electrical systems.

Mr. Konow is an accomplished Quality Control Manager and Electrical Engineer with over 35 years of experience overseeing the design and construction of complex electrical systems. He specializes in implementing rigorous quality assurance protocols, reviewing design drawings and specifications, and ensuring all project deliverables meet established standards for safety and compliance. Mr. Konow manages comprehensive project documentation, conducts detailed inspections, and coordinates closely with design and construction teams to support project schedules and objectives. His expertise includes preparing bid packages, contracts, purchase orders, change orders, budgets, and payment applications, as well as managing project costs, developing and maintaining schedules, and facilitating project meetings to establish effective communication and successful project delivery.

Representative Experience

O’Hare International Airport Terminal 5-M Concourse Extension and Core Upgrade and Expansion Project, Chicago, IL, *QA/QC Coordinator, Senior Project Manager*. Mr. Konow is currently providing Quality Assurance/Quality Control and Project Management Services to the Chicago Department of Aviation (CDA) at O’Hare International Airport. This project involves the extension of the existing M concourse, adding several new gates to increase capacity. It includes upgrades to existing gates, hold-rooms, and passenger boarding bridges, as well as the renovation and expansion of TSA queuing lanes and FIS/customs areas to improve passenger flow and processing. The scope also covers the renovation and upgrading of mechanical, electrical, and plumbing (MEP) systems, expansion and modernization of the baggage handling system, and re-gasketing of existing glazing for improved building performance. Additionally, the rotunda area will be expanded to provide new offices, hold-rooms, and airline lounges, while the fiber infrastructure will be replaced and upgraded to support enhanced operational efficiency and connectivity throughout the facility.

***AvAirPros Services, Inc.**, Chicago, IL, *Deputy Project Manager/ Senior Electrical Engineer/Safety Advisor*. Mr. Konow provided Project Management, Electrical Engineering, and Safety Advisor services to the Chicago Department of Aviation at O’Hare International Airport (ORD) for a multi-million-dollar initiative to upgrade and replace the

Highlighted Skill Sets

- Project Management
- Construction Management
- Quality Control

Education

BS, Electrical Engineering,
 University of Illinois, Urbana,
 Illinois

Affiliations

- Institute of Electrical and Electronic Engineers
- International Electrical Testing Association

ORD Public Address (PA) System throughout the entire campus. The upgraded PA System includes the addition of a new Passive Optical Network (PON) to interconnect the gate hold rooms and the PA communication rooms at each airport terminal.

***AERICO, Inc.**, Schaumburg, IL, *Senior Project Manager/Senior Electrical Engineer*. Mr. Konow's responsibilities included the development of Mission Critical (MC) system specifications and layouts with Design Engineers, Architects, Contractors, and End Users. Presented educational MC seminars for designers, end users, and Aerico internal staff.

***Epstein**, Chicago, IL, *Senior Project Manager/Senior Electrical Engineer*. Mr. Konow's consulting services assisted in the development of technical proposals for engineering design services in response to Task Order Service Requests (TOSR) received from the Chicago Department of Aviation.

*** R.M. Chin & Associates**, Chicago, IL, *Project Manager, Electrical Engineer*. Mr. Konow provided consulting services to the Chicago Department of Aviation (CDA) at O'Hare and Midway International Airports through Chicago Airports Resources Enterprise Plus, LLC (CARE Plus, LLC). Mr. Konow was responsible for reviewing electrical design documents for compliance with airport standards and municipal codes for construction of CDA, concession and tenant spaces. He developed Request for Proposal (RFP) documents for CDA design and construction projects.

**Work completed while employed by another firm*



RYAN LADIEU, PE

Environmental Management & Oversight



Mr. LaDieu has served as Environmental Manager for the PBC on a contract basis for over five years, collaborating closely with the Commission’s Environmental Consultants to ensure all projects comply with current regulatory requirements.

Mr. LaDieu is a seasoned engineering professional with over 30 years of experience specializing in environmental assessment, remediation, and civil site development. He demonstrates expertise in IDOT special waste planning, soil analysis, property assessment (Phase I & II ESAs), Brownfield redevelopment, asbestos management, wastewater/water treatment design, and underground storage tank management, with a proven track record in grant preparation, project oversight, and contractor support.

Representative Experience

Public Building Commission of Chicago (PBC):

Mr. LaDieu has served as Environmental Manager for the PBC on a contract basis for over five years, collaborating closely with the Commission’s Environmental Consultants to ensure all projects comply with current regulatory requirements. During his tenure, he has overseen the environmental aspects of more than 40 projects, ranging from small restroom renovations to large-scale school annexes and park district buildings. His comprehensive oversight includes asbestos, lead, and hazardous material surveys; abatement supervision; mold investigations; Phase I and II Environmental Site Assessments; soil and groundwater remediation; underground storage tank management; regulatory program administration; and construction management.

IDOT Regulated Substances Management:

Mr. LaDieu has provided comprehensive reporting, sampling, and oversight for more than 10 IDOT right-of-way projects throughout District 1, ensuring full compliance with IDOT 669 Standard Specifications for Road and Bridge Construction. His responsibilities have included developing special waste plans and reports—such as Site Contamination Operation Plans, Health and Safety Plans, Erosion Control Plans, and Final Construction Reports—conducting waste disposal analyses and sampling, and overseeing PID screening during regulated substance removal. Additionally, he has managed delineation sampling for preliminary site investigations, which involved utility clearance, soil boring advancement, physical soil screening, soil sample collection and logging, and preparation and submittal of detailed reports.

Highlighted Skill Sets

- Environmental Site Assessment
- Soil Assessment & Management Consulting
- Stormwater & Spill Prevention Planning
- Construction & Development Services
- Regulatory Program Management

Education

- MS, Environmental Engineering, Illinois Institute of Technology
- BS, Civil Engineering, Purdue University

Licenses/Registrations

- Licensed Professional Engineer—Illinois, Indiana, Michigan, Missouri and Wisconsin
- IDPH Licensed Asbestos Project Designer
- IDPH Licensed Asbestos Building Inspector
- IDPH Licensed Asbestos Project Manager/Air Sampling Professional

Certifications & Training

- 40 Hour Hazardous Waste Operation & Emergency Response (HAZWOPER) Training
- National Institute of Occupational Safety & Health (NIOSH) 582 Course—“Asbestos Fiber Counting” Accredited
- National Institute of Occupational Safety & Health (NIOSH) —“Microscopical Identification of Asbestos” (1608A) Accredited

Phase I Environmental Site Assessments:

Mr. LaDieu has completed over 300 Phase I Environmental Site Assessments and transaction screens across multiple states, covering a diverse range of property types including residential, industrial, commercial, and agricultural sites. He has also conducted numerous Preliminary Environmental Site Assessments for government-funded transportation projects. His assessment activities encompass site reconnaissance, historical data analysis, regulatory database review, and comprehensive report preparation. All reporting is performed in accordance with the latest ASTM 1527, ASTM 1528, Federal AAI standards, and client-specific requirements.

Phase II Environmental Site Assessments:

Mr. LaDieu has managed and executed over 100 Phase II Environmental Site Assessments across Illinois, Wisconsin, and Indiana, serving as both project engineer and project manager. He has played a key role in planning, conducting, and reporting subsurface investigations for vacant land, industrial/manufacturing sites, and commercial properties. His expertise includes soil and groundwater assessment using direct push, rotary drilling, and test pitting methods, all performed in accordance with applicable ASTM standards. Assessment activities have encompassed utility clearance, health and safety plan preparation, geophysical surveys, soil boring advancement, monitoring well installation, chemical screening, sample collection, and comprehensive report preparation and submittal.

Soil Assessment and Management Consulting:

Mr. LaDieu has conducted over 200 limited soil assessments for commercial, industrial, residential, vacant properties, and right-of-ways throughout northern Illinois, ensuring compliance with state soil management and disposal regulations. His experience spans projects ranging from small excavations under 20 tons to large-scale operations exceeding 50,000 tons. Assessment activities include historical and regulatory records review, utility clearance, soil boring advancement, physical soil screening, sample collection and logging, detailed report preparation and submittal, as well as consulting on best practices for waste material management.

Remediation and Construction Management:

Mr. LaDieu possesses extensive experience in remedial design and management for environmentally impacted properties throughout the Chicago area and Illinois. His expertise includes overseeing and coordinating UST permitting, removal, sampling, and reporting for former gas stations, dry cleaners, and industrial/commercial sites. He has led the planning and implementation of soil and groundwater remediation efforts, including hazardous waste soil impacted by dry cleaning solvents, lead-contaminated soils from waste oil USTs, and the creation of soil management zones (SMZs) to safely contain contaminated materials on-site.

Stormwater Management & Planning:

Mr. LaDieu has delivered stormwater management services for a variety of industrial clients and construction projects throughout the Chicagoland area. He has developed stormwater pollution prevention plans (SWPPP) for multiple industrial facilities, including an adhesives manufacturing company and a rural trucking operation, as well as for major construction sites such as the demolition of Section 8 housing on Chicago’s south side and several Illinois Department of Transportation rehabilitation projects. Additionally, Mr. LaDieu has conducted frequent stormwater measure inspections to ensure permit compliance across multiple construction sites.



JOHN F. CASAGRANDA, PE

Mechanical/Electrical/Plumbing



Mr. Casagranda is a licensed mechanical engineer and experienced project manager specializing in MEP systems design, construction, and facility operations across healthcare, pharmaceutical, transportation, and industrial sectors.

Mr. Casagranda is a seasoned mechanical engineer and capital construction project manager with extensive experience in MEP systems design, construction, and project oversight across the healthcare, pharmaceutical, transportation, and industrial sectors. Over his career, he has held progressive leadership roles at organizations such as Pace Suburban Bus, Loyola Medicine, Baxter Healthcare, Searle/Pharmacia/Pfizer, Abbott Laboratories, and several engineering firms. Mr. Casagranda is recognized for his expertise in reviewing design and construction documents, supervising complex projects, maintaining critical facility operations, and implementing reliability and preventive maintenance programs. He holds an Illinois Professional Engineer license and has been an active ASHRAE member for over 30 years.

Representative Experience

University of Chicago, New Engineering & Science Building New Construction, Chicago, IL, Senior MEP Project Manager. Mr. Casagranda oversees the mechanical, electrical, and plumbing aspects from planning through completion. His responsibilities include reviewing and coordinating design and construction documents, managing project schedules and budgets, supervising site activities, ensuring compliance with codes and standards, and resolving technical issues. The role also involves leading coordination meetings with design teams, contractors, and stakeholders, managing RFIs, change orders, and pay applications, and ensuring quality control and timely project delivery. Mr. Casagranda is accountable for maintaining effective communication among all parties and ensuring that all MEP systems are integrated seamlessly into the overall project.

University of Illinois at Chicago Building 610 Improvements, Chicago, IL, Senior MEP Project Manager. As Senior MEP Project Manager, Mr. Casagranda is overseeing the replacement of the high-temperature hot water generator and managing the upgrade from a 550-ton to a 2,800-ton water-cooled centrifugal chiller, ensuring all work meets technical, budgetary, and schedule requirements while coordinating design, installation, testing, and commissioning with project teams and stakeholders.

Highlighted Skill Sets

- Project Management
- Construction Management
- Quality Control

Education

- MS, Mechanical Engineering, University of Illinois at Chicago, 1986
- BS, Mechanical Engineering, University of Illinois at Chicago, 1983

Certifications & Registrations

- Illinois Professional Engineer License #062044884, 1989

Affiliations

- American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Member, 30 years
- ASHRAE Illinois Member, 25 years

University of Illinois at Chicago Building 690 Repair Exterior Façade, Chicago, IL, *Senior MEP Project Manager*. Mr. Casagranda managed the restart of construction, oversaw the integration of the exterior façade project, coordinated with Joseph Construction and stakeholders, and established effective scheduling, communication, and quality throughout the project's duration.

***Pace Suburban Bus**, Arlington Heights, IL, *Capital Construction Project Manager*. As Project Manager and Senior MEP Engineer, Mr. Casagranda was responsible for reviewing all architectural and engineering design and construction documents for new and renovated bus facilities. As a licensed mechanical engineer, he reviewed documents at every project phase, conducted site visits to observe construction activities, and prepared comprehensive field reports. Mr. Casagranda managed all construction documentation, including RFIs, RFPs, change orders, pay applications, and closeout materials, ensuring quality, compliance, and successful project delivery.

***Loyola Medicine**, Maywood, IL, *Senior Project Administrator*. Mr. Casagranda supervised construction activities at Loyola Medicine to confirm compliance with regulatory requirements, managed major building and renovation projects, oversaw mechanical system improvements, and assisted in certifying the Bone Marrow Clean Room facility.

***Baxter Healthcare**, Round Lake, IL, *Principal Senior Engineer*. During his three years at the Baxter Healthcare manufacturing facility, Mr. Casagranda was promoted from Project Engineer to Principal Senior Engineer. He was responsible for maintaining all MEP systems to confirm efficient, continuous operations of HVAC and utility systems supporting the production of medical IV solutions, packaging, and product release. The facilities engineering department produced all engineering documents in-house, issued them to contractors for bidding, and supervised construction activities during the facility's bi-annual two-week shutdowns. Mr. Casagranda assisted the Facilities Preventive Maintenance Coordinator in developing the Reliability Maintenance Program for critical production equipment, including production machinery, HVAC systems (chillers, boilers, air handling units), freezer low temperature chillers,

WFI (Water for Injection) tanks, steam sterilization equipment, emergency backup generators, UPS systems, and building automation systems.

***Searle/Pharmacia/Pfizer**, Skokie, IL, *MEP/HVAC Section Manager*. During his five years at Searle, Pharmacia, and Pfizer, Mr. Casagranda advanced from Project HVAC Engineer to MEP/HVAC Section Manager. He traveled to manufacturing facilities worldwide to confirm adherence to Searle/Pharmacia HVAC guidelines during facility modifications for new drug formulations and approvals. He developed a JAVA-based website to document and share pharmaceutical process and HVAC standards. Mr. Casagranda assisted local plant engineers in troubleshooting MEP/HVAC operational issues and failures.

***Abbott Laboratories**, North Chicago, IL, *Senior HVAC Project Engineer*. During his eight years at Abbott Labs, Mr. Casagranda advanced from HVAC Engineer in the Corporate Engineering Division to Senior HVAC Project Engineer in the Pharmaceutical Products Division. At the North Chicago site, he assisted all Abbott divisions with HVAC, ventilation, and odor control corrective actions. For approximately six years, he traveled to several Abbott pharmaceutical manufacturing plants to execute HVAC and MEP projects essential for maintaining drug operations.

***Sherwin Stenn Engineers/GSA/Teng & Associates/Lester B. Knight**, Illinois, *HVAC Design Engineer*. During eight years at several engineering and architectural firms, Mr. Casagranda performed heating and cooling load calculations and prepared design and construction documents for a variety of commercial and industrial projects. He contributed to major initiatives such as Argonne's Advanced Photon Source project, the Louis Rich Turkey Plant Greenfield project, Oscar Mayer food processing HVAC improvements, the Little Company of Mary MRI installation project, and multiple fast food HVAC renovations driven by the addition of solariums in dining areas.

***Work completed while employed by another firm**



GARRET MATCHEN, PE
 Utility Coordination



Mr. Matchen is a transportation professional with 9 years of CDOT experience and deep expertise in designing maintenance of traffic (MOT) plans. Skilled in roadway construction, drainage planning, hydrologic analysis, and multi-agency coordination including IDOT and Illinois Tollway.

Mr. Matchen brings extensive expertise in CDOT rules and regulations, particularly in the design of maintenance of traffic (MOT) plans. He possesses a strong foundation in roadway construction and is experienced in developing drainage plans and conducting hydrologic analyses. His familiarity with IDOT, CDOT, and Illinois Tollway procedures establishes seamless coordination across agencies. Mr. Matchen regularly performs MOT surveys and contributes to project layout, demonstrating a hands-on approach and attention to detail.

Representative Experience

CDOT Project Coordination Office (PCO) – Technical Plan Review and Coordination, Chicago, IL, Support Engineer. Mr. Matchen served as a key contributor within the CDOT Project Coordination Office, where he was responsible for reviewing traffic control and restoration plans to establish compliance with CDOT regulations. His work focused on minimizing disruptions to vehicular and pedestrian traffic and protecting newly installed city infrastructure. He actively monitored construction projects throughout the city permitting process, collaborating with contractors, designers, and inspectors to validate project scopes, schedules, and impacts.

The PCO works in close partnership with the Office of Underground Coordination (OUC) to confirm that public way construction projects are properly aligned with Section 2-120-300 of the Chicago Municipal Code. This coordination helps reduce public inconvenience and confirms efficient use of city resources. Additionally, the PCO plays a vital role in reviewing and aligning the annual and five-year capital improvement schedules of OUC member agencies, assisting in the resolution of construction schedule conflicts.

Highlighted Skill Sets

- Traffic Control & Maintenance Planning
- Roadway Construction
- Drainage & Hydrologic Analysis
- Agency Coordination
- Technical Plan Review
- Project Layout & Surveys
- Permitting & Scheduling

Education

B.S. Civil Engineering,
 University of Minnesota, 2017

Certifications & Registrations

Professional Engineer, Illinois
 #062-077825



LOUIS HANNON, CxA, FMP

Commissioning



Mr. Hannon is a results-oriented Commissioning Authority and Facility Management expert with broad experience leading projects across multiple industries.

Mr. Hannon is a results-oriented Commissioning Authority and Facility Management Professional with a proven track record of successfully leading and executing complex projects across diverse industries. He brings deep expertise in team leadership, strategic planning, and the development of commissioning and facility management programs that prioritize timely delivery, safety, and quality excellence.

With strong communication, problem-solving, and leadership capabilities, Mr. Hannon consistently drives project success and fosters high levels of client satisfaction. His experience spans the creation of functional performance procedures, scripting, and testing documentation for mechanical and electrical systems. He is well-versed in construction management, with a particular emphasis on documentation accuracy and field observation.

Mr. Hannon has led functional testing for a wide range of building systems, including utility transformers, UPS systems, generators, switchgear, fuel systems, and electrical power generation—such as solar installations. His project portfolio includes work for data centers, automotive manufacturing plants, medical laboratories, investment firms, and major retail chains.

Representative Experience

Dallas/Fort Worth (DFW) International Airport Program and Construction Management (PMCM) Services Indefinite Delivery Indefinite Quantity (IDIQ), Fort Worth, TX, Commissioning Project Manager. McKissack, serving as a subconsultant to HNTB, provides program and construction management services under a 5-year IDIQ contract. The program encompasses airfield upgrades, building construction, and landside improvements, delivered through task-specific orders.

Mr. Hannon leads the commissioning of critical systems at DFW Airport, applying his expertise in functional performance procedures, scripting, and testing for mechanical and electrical scopes. His current projects include:

- East & West Aircraft Rescue and Fire Fighting Stations – New state-of-the-art fire stations
- Airfield Ramp Efficiencies Vault – Powers all runway lighting

Highlighted Skill Sets

- Commissioning
- Planning & Scheduling
- Quality Assurance
- Documentation & Reporting
- Risk Management

Certifications & Registrations

- Certified Commissioning Authority (CxA) #523-2113, Nationwide
- Certified Master Electrician License #ME 30361, TX
- Electrical Contractor, License #EC 26678, TX
- Commissioner License #DC 2-041615-18WB, EATON Variable Frequency Drive Commissioning Certification
- Level 1 Infrared Thermographer
- OSHA 10-Hour & 30-Hour Training

- Taxiway JY & Infield Improvements (2, 4, 5) – Runway upgrades
- Data Center & Terminal D UPS Replacement – UPS system modernization
- Southwest End Around Taxiway & Safety Packages – Airfield efficiency enhancements
- Skylink Stations A, B, C, E – HVAC control system modernization
- SADF Storage & Treatment Plant – Aircraft de-icing fluid facility
- East & West Potable Water Pump Stations – Major rebuilds completed
- Nova Lifts – Wheelchair lifts at passenger boarding bridges
- Airfield Operations Office Relocation – New operations facility
- Code 3 Reimagined – Wellness center and medical clinic
- Water Conditioning Facility – Switchgear and hypochlorite generator replacement
- Southwest Hardstand – New deicing facility
- International Parkway & High Mast Lighting – Roadway reconfiguration
- FY24 Airfield Remediation – Runway and taxiway overhauls
- Runway 18L–36R Rehabilitation – Full runway reconstruction

***Telios, Dallas, TX, Senior Electrical Specialist and Commissioning Authority.** Mr. Hannon brings deep expertise in commissioning critical systems, having developed and executed functional performance procedures, scripts, and testing documentation for both mechanical and electrical projects. His work spans construction management, documentation oversight, and field observation. He has led functional testing for a wide range of building systems—including utility transformers, UPS systems, generators, switchgear, and fuel systems—across industries such as data centers, automotive manufacturing, medical laboratories, investment firms, and major retailers. Mr. Hannon also played a key role in solar farm commissioning and construction management. Demonstrating innovation, he spearheaded the design and fabrication of prototypical data and communication cabinets, offering a modern alternative to traditional IDF rooms.

***Toyota, Data Centers Commissioning, US and Puerto Rico, Senior Electrical Specialist, Level 1 Infrared Thermographer, and Power Quality Metering Specialist.** Mr. Hannon was responsible for commissioning all data centers, where he led comprehensive testing and validation of critical systems. His work included developing pre-functional checklists and functional performance scripts, setting up and operating load banks for testing procedures, and performing infrared thermography and power quality metering on generators, transfer switches, and UPS systems under load. He meticulously analyzed the collected data and produced detailed reports to support system reliability and optimize performance. Additionally, Mr. Hannon provided design support for the construction and commissioning of mini data centers deployed across factory sites nationwide.

***Charles Schwab, Solar Arrays, Roanoke, TX, and Phoenix, AZ, Senior Electrical Specialist, Level 1 Infrared Thermographer, and Power Quality Metering Specialist.** Mr. Hannon provided comprehensive construction support for the installation of solar arrays, demonstrating his technical expertise throughout the project lifecycle. He developed pre-functional checklists and functional performance scripts, and carried out start-up and testing procedures to bring the arrays online and into full production. Following installation, he continued to support the system by performing troubleshooting and repairs over the subsequent two years, ensuring optimal performance and reliability.

***CyrusOne Data Centers, Austin, TX, Senior Electrical Specialist, Level 1 Infrared Thermographer, and Power Quality Metering Specialist.** Mr. Hannon developed detailed pre-functional checklists and functional performance scripts to guide commissioning activities. He set up and operated load banks to support rigorous testing procedures, ensuring systems performed reliably under simulated conditions. During testing, he conducted infrared thermography and power quality metering on generators, transfer switches, and UPS units while under load. He then analyzed the collected data and produced comprehensive reports that documented system performance and identified areas for optimization.

***Work completed while employed by another firm**



ERIC COATES, REM, CHST, FSO, CQM

National Safety Manager



Mr. Coates has over 40 years of experience managing safety programs for billion-dollar projects and conducting safety inspections. At McKissack, he oversees safety, risk management, and emergency response across all construction activities.

Mr. Coates brings over 40 years of experience in construction safety management and site inspections for large, multi-phased public and private sector projects across the Baltimore/Washington metropolitan area. He monitors contractor compliance with safety regulations, conducts daily site inspections, and reviews and approves safety plans to uphold safety standards and maintain a secure work environment. His background also includes operations and maintenance training, water and wastewater treatment, industrial and groundwater remediation, leachate treatment, biosolids management, and infrastructure systems inspections. Mr. Coates is an active member of the Washington Metropolitan Area Construction Safety Association and the American Society of Safety Professionals' African Americans in Construction Safety group.

Representative Experience

District of Columbia Fire and Emergency Medical Services Engine Company Facility Modernization and Upgrades, Washington, DC, Construction Inspector. Mr. Coates provided program and construction management services during major renovations of DC FEMS facilities, incorporating LEED-compliant features such as green roofs. Several engine companies are expected to achieve LEED certification upon project completion. He oversaw construction activities at Fire Stations #19, #29, and #33, including utility service line installation, demolition, and comprehensive interior and exterior retrofits. His daily responsibilities included monitoring site conditions and promptly addressing safety violations to maintain regulatory compliance.

Net-Zero Energy – Benjamin Banneker High School Modernization, Washington, DC, Program Safety Manager. Benjamin Banneker Academic High School is Washington, DC's highest-performing public school, housed in a four-story, 163,643 SF vertical campus featuring state-of-the-art labs, instructional spaces, and collaborative areas. Designed as a Net-Zero Energy (NZE) facility, the school integrates sustainable systems—including daylighting, acoustics, thermal comfort, and a geothermal HVAC system—to support indoor air quality and enhance educational outcomes. Mr. Coates served as Program Safety Manager, overseeing safety across the school construction portfolio. His responsibilities included conducting regular site inspections and coordinating with contractor safety managers, project teams, and superintendents to maintain compliance with

Highlighted Skill Sets

Safety Management

Education

AA, Pollution Abatement Technology, Charles County (MD) Community College

Certifications and Registrations

Construction Quality Management (CQM), USACE/NAVFAC, 2023-2028

OSHA #502, Update for Construction Industry Outreach Trainers, 2025

Construction Safety and Health Technician

30-Hour OSHA Construction Safety

Red Cross Certified First Aid/CPR with AED Trainer

OSHA Excavation Safety Trainer

Certified Construction Risk Manager, Embry-Riddle University

Certified Stormwater Inspector, National Stormwater Center

10-Hour OSHA Construction Safety

40-Hour OSHA Hazardous Waste Site Certified

Certified Pipeline Assessor, National Association of Sewer Service Companies

Registered Environmental Manager, National Registry of Environmental Professionals

Certified Responsible Person for Erosion and Sedimentation Control (MDE Green Card), Maryland Department of the Environment

Field Safety Officer Certification

OSHA and program-specific safety standards. He also verified that public-access areas were properly secured in accordance with OSHA, DCDOT, and MUTDC regulations.

DC Department of General Services, Capital Construction Program, Washington, DC, Health & Safety Manager. Mr. Coates developed and managed the construction safety program for the renovation and new construction of over one million square feet of public school facilities. As the Safety Manager for the Capital Construction Program, he provided owner's representative-level oversight across more than thirty projects involving multiple contractors. His responsibilities included conducting regular site inspections and managing contractor safety reporting to maintain full compliance with safety standards.

Alexandria City Public Schools, Ferdinand T. Day Elementary School Adaptive Re-Use Project, Alexandria, VA, Safety Manager. Mr. Coates developed the safety program for Alexandria City Public Schools and served as the owner's representative, providing safety oversight throughout the West End Elementary School project. McKissack managed the retrofit of a six-story office building and adjacent four-story parking garage into a modern elementary school. The lower four floors were converted into educational space, while the top two floors remained leasable office space. A pedestrian bridge connected the third floor to a repurposed section of the garage, transformed into outdoor play areas. McKissack's responsibilities included selecting and negotiating contracts with design and construction consultants, managing the design-build process from inception through closeout, and overseeing schedule, budget, quality, permitting, risk, community engagement, commissioning, and turnover. The fast-track project was completed in August 2018 and designed to achieve at least LEED Silver certification.

MGM National Harbor, Oxon Hill, MD, Project Manager for Risk Management. Mr. Coates served as Project Manager for Risk Management with MGM National Harbor, LLC, a subsidiary of MGM Resorts International, during the development of the MGM National Harbor resort in Prince George's County, Maryland. As a key member of the project team, he managed daily operations and complex logistics throughout the planning

and construction phases. His responsibilities included schedule development, cost model administration, budget oversight, and diversity program coordination. Built to LEED Gold standards, the resort is projected to attract approximately 17,500 visitors per day and stands as Maryland's sixth casino, located along the Potomac River just south of Washington, DC.

Maryland Stadium Authority (MSA), Baltimore City Public Schools Construction Program, Baltimore, MD, Health & Safety Manager. Mr. Coates developed and managed the construction safety program, conducting regular site inspections and overseeing the contractor safety reporting process.

BG&E, Wilkens Avenue Substation, Baltimore, MD, Health & Safety Manager. As the lead JV partner, McKissack was selected to provide project support for BGE's Wilkens Avenue Bundle project. Mr. Coates provided safety oversight as the owner's representative for the Wilkens Avenue electric substation.

DC WATER, 504A Non-Process Facilities, Program Management Services, Washington, DC, Health & Safety Manager. Mr. Coates developed and operates the construction safety program.

Virgin Islands Department of Education, Project Management Consulting & Staff Augmentation, USVI: St. Thomas, St. John and St. Croix, Project Manager. Mr. Coates provides program-level oversight of safety, risk management, and emergency response for all construction activities. His responsibilities include developing territory-wide safety inspections and emergency response protocols, and reviewing contractor-specific safety plans. McKissack is delivering comprehensive Program Management and Staff Augmentation Services for the U.S. Virgin Islands Department of Education's New Schools and Modernization Initiative, which spans 22 schools and 2 administrative centers across St. Thomas/St. John and St. Croix districts over the next decade. The scope includes PMCM services, PMIS support, and oversight of CTE and Percent for Art programs for renovation, expansion, and new construction.

EXHIBIT G
INSURANCE

(INSURANCE FORMS FOLLOW)

EXHIBIT G
PROJECT DEVELOPMENT SERVICES
INSURANCE REQUIREMENTS
PS3103D

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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