



**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT-SERVICES LESS THAN \$25,000
Read Dunning School (Taft Freshman Academy) – Landscape Services– PS3044**

This Contract is made and is dated October 11, 2019 by and between:

PBC: Public Building Commission of Chicago
50 West Washington
Chicago, Illinois 60602 ("PBC") and

Consultant: Terry Guen Design Associates, Inc.
800 Belleforte Avenue
Oak Park, Illinois 60302

For the Services of: Description of Services attached hereto as Exhibit A.

In the Lump Sum Amount of: \$22,8910.00.

Project: Read Dunning School (Taft Freshman Academy)

PUBLIC BUILDING COMMISSION OF CHICAGO

By: *Carina E. Sanchez*
Carina E. Sanchez

Title: Executive Director

Date: *October 23, 2019*

Consultant: Terry Guen Design Associates, Inc.

By: *[Signature]*
Title: *president*

Date: *October 11, 2019*

1. Performance Standard. The Consultant represents and agrees that the Services performed under this Contract will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project. The Consultant further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Contract.

2. Failure to Meet Performance Standards. If the Consultant fails to comply with its obligations under the standards of this Contract, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.

3. Compliance with Laws. In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.

4. Time Is Of The Essence. Time is of the essence for this Contract.

5. Invoices. Once each month, the Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract and be supported with such reasonable details and data as the PBC may require.

6. Compensation of Consultant. The Commission shall pay the Consultant as defined in Exhibit A in a lump sum amount of \$22,891.00. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.

7. No Waivers. Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

8. Indemnity. The Consultant shall defend, indemnify and hold the PBC the Board of Education of the City of Chicago and the City of Chicago and its commissioners, officers, agents, officials, and employees "the Parties" harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorney's fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the Parties harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment of any and all attorneys' fees and costs incurred by the Parties in defending any such claim.

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9. Taxes. PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.

10. Insurance. The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the Parties as an additional insured on a primary, non-contributory basis.

11. Independent Contractor. In performing the Services under this Contract, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.

12. Changes to the Services. The PBC may from time to time request changes to the Services or the terms of this Contract. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and Consultant, shall be incorporated in a written amendment to this Contract. The PBC shall not be liable for any changes absent such written amendment.

13. Ownership of Documents. All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services shall be the property of the PBC including copyrights.

14. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.

15. Termination. The PBC reserves the right to terminate this Contract at any time by providing written notice to the Consultant.

16. Notices. All notices and other communications required under this Contract must be given in writing by personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

17. Remedies. The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.

18. Governing Law. The laws of the State of Illinois shall govern this Contract.

19. Choice of Forum. Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

20. Non-assignment. The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

21. Headings. Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.

22. Partial Invalidity. If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

23. Amendments. Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.

24. Binding Effect. This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees

25. Entire Agreement. This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto 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

26. Term. The term of this agreement is until all funds are fully exhausted or until services are fully rendered. This Agreement may be terminated by the Commission with cause, upon thirty (30) day notice to the contractor and, provided further, that s until all funds are fully exhausted or until services are fully rendered. This Agreement may be terminated by the Commission with cause, upon thirty (30) day notice to the contractor and, provided further, that this Agreement may be terminated at any time during the term by mutual agreement of the parties.

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EXHIBIT A

{Scope of Services Attached}



Memorandum

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

Date: October 10, 2019
To: James Borkman
From: Elizabeth Scanlan
Distribution: Andy Horn
File Code: 05165
Subject: Read Dunning (Taft Freshman Academy) walking path design

The Chicago Public Schools (CPS) requested PBC to develop a walking pathway for the convenience of the staff and students to use the adjoining Chicago Park District (CPD) park. This walkway is intended to be located on the CPD property.

The scope of the project includes developing a hard surface walking pathway approximately 630 feet long to connect the existing CPD Read Dunning Park hard surface area with the public walkway adjoining Normandy Street to the east of the park. The project scope includes cleanup of the construction debris adjoining the path, layout of a new walkway over appropriate base materials, pedestrian scale electrical light poles with CPS security cameras, landscaping, signage, and possibly fencing. All work will be per the CPD construction standards, except the security cameras will be per the CPS standards. All work is intended to be completed during Q4 2019.



Ms. Elizabeth Scanlan
Deputy Managing Architect
Public Building Commission of Chicago
Richard J. Daley Center, 50 West Washington, Room 200
Chicago, IL 60602

October 10, 2019

Re: Design Services for the Read-Dunning / Taft Freshman Academy Connector Path

Dear Ms. Scanlan,

Terry Guen Design Associates Inc. (TGDA Inc.) is pleased to provide landscape architecture planning and design services for a proposed path to connect the recently completed Read Dunning Youth Development Park and Taft Freshman Academy. This effort will be managed by the Public Building Commission of Chicago (PBC) for the property owner the Chicago Park District (CPD) in collaboration with site user Chicago Public Schools (CPS). The PBC current will issued a Change Order to the school's General Contractor, aiming for a November 2019 construction completion. The path will include pedestrian lighting and CPS standard pole mounted security cameras. The path will begin at existing north campus access gate at Normandy Avenue, travel within CPD property approximately 630 feet, ending at the existing concrete Park path. The layout will remain clear of an adjacent maintenance accessway and detention basin owned by the City of Chicago's 2FM. We look to create a cost-effective path design which is safe, accessible, and enriches the student daily experience during their traverse between park and campus.

TGDA Inc. will include landscape architecture subconsultant TGDA Landscape Architecture PLLC to provide design support and contract documents, and dBHMS for electrical pathway light and security system engineering. The three companies share an ongoing working relationship as well as prior project experience on the Reed Dunning Park site. Our three companies will meet or exceed MWBE requirements as may be required for this effort.

UNDERSTANDING OF THE SCOPE

The scope includes use of existing site survey information for SD through 100% bid plan and specifications for a new 630+ foot length paved path. TGDA will provide layout options for interagency review, comment, and approval. Lighting and security camera layout will be per Chicago Park District and Chicago Public School Standards. The scope includes site demolition, clean-up of construction debris, landscape pruning, removals and planting, replacement of Chicago Park District standard fence and gates, and project support for PBC interagency coordination. This project assumes site electric will be pulled from existing Reed Dunning Park utility panels, and wireless connections to the Taft HS security system will be utilized.

We expect to follow a 4 week expedited design process similar to the below, working in conjunction with the PBC's interagency coordination and agreement efforts:

- Scope confirmation / existing conditions review site visit
- Compile existing base map information required to design the path (utilizing existing surveys only)
 - CAD file of information contained on "EXH PBC ARH 05165_RDS_Proposed Walking Path R1-Flat_20190819.pdf" to be provided by the PBC
 - existing CAD survey, digital OUC utility files, and civil as-builts to be provided by the PBC
 - PBC contractor to pull OUC investigation / permits
- Design Development preliminary path layout for Agency Revision, based on Site Visit Meeting
- Assist PBC evaluation of cost for path material and dimensions (concrete vs. asphalt)
- CPD and CPS Safety and Security assist document coordination for requirements and standards
- Provide documents for PBC Access permit application to CPD
- 90% and 100% contract documents
 - Demolition plan, layout plan, planting plan, details, PBC/ CPD/CPS standard specifications
 - CPD standard details for ADA path, lighting, fencing, site restoration, planting
 - Locate CPS standard cameras/appurtenances; incorporate specs into contract docs per PBC/CPS vendor information
 - Electrical design and documentation by dbHMS
 - CPD typical signage locations (as directed by CPD)
 - Coordinate with PBC soil, geotechnical and environmental consultant information
- Issue Meeting minutes for scope and design related meetings
 - construction meetings will be documented by the PBC
- Construction administration and review
- Project Closeout

PROJECT SCHEDULE:

- Issue NTP for Design (1 Day): 9/26/19
- DD - Scope Verification & Site visit, preliminary field layout on aerial with CPD, PBC (1 Week): 9/27/19 – 10/4/19
- Design, Engineering and Access Permitting (2 Weeks): 10/7/19 – 10/18/19
- 90% CDs - Draft Bulletin Issuance (1 Day): 10/25/19
- Client Input, Roundtable Review (1 Week): 10/25/19 – 11/01/19
- 100% CDs - Field Order Issuance (1 Day): 11/05/19
- Construction (3 Weeks): 11/04/19 – 11/22/19
- Landscaping (last tree planting date may be 11/22/19 or Spring 2020 dependent on weather)

EXHIBIT B
COMPENSATION OF THE CONSULTANT

B.1 CONSULTANT'S FEE

- B.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services in a **Lump Sum** ("**Fee**") of **\$22,891.00** for all work included in Exhibit A and as outlined in Exhibit A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendment constitutes the Consultant's full fee for Services.
- B.1.2 Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

EXHIBIT C
INSURANCE REQUIREMENTS

(INSURANCE REQUIREMENTS ATTACHED)

EXHIBIT C
INSURANCE REQUIREMENTS for UNDER 25K CONTRACT

The Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the Agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations 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 \$500,000 each accident, illness or disease

C.1.2. Commercial General Liability

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

C.1.3. Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$500,000 per occurrence for bodily injury and property damage. The Public Building Commission and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis.

C.1.4. Professional Liability

When a professional performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$500,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

C.2. 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 coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in 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 coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the

Consultant and/or its subcontractors at any time upon written request.

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance must be borne by Consultant.

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, the City of Chicago or their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished 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 the Commission or the City of Chicago 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.

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 Consultant must require all its subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WILLIS OF ILLINOIS, INC. 233 S. WACKER DR, STE 2000 CHICAGO IL 60606	CONTACT NAME: PHONE (A/C, No, Ext): (888) 780-5381 FAX (A/C, No): (866) 828-2424 E-MAIL ADDRESS: Certificate@Hanover.com <hr/> <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Citizens Ins Co of America</td> <td style="text-align: center;">31534</td> </tr> <tr> <td>INSURER B : Allmerica Financial Benefit</td> <td style="text-align: center;">41840</td> </tr> <tr> <td>INSURER C : Hanover Insurance Co</td> <td style="text-align: center;">22292</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Citizens Ins Co of America	31534	INSURER B : Allmerica Financial Benefit	41840	INSURER C : Hanover Insurance Co	22292	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															
INSURED TERRY GUEN DESIGN ASSOCIATES INC 800 BELLEFORTE AVENU OAK PARK IL 60605															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	OBC 9278972 08	10/27/2019	10/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$								
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AWC A793362 04	10/27/2019	10/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$	Y	Y	OBC 9278972 08	10/27/2019	10/27/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table style="width: 100%;"> <tr> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
C	Architects & Engineers Prof Liab	N	N	LHC 9334313 09	10/27/2019	10/27/2020	Claims-Made: \$2,000,000/\$2,000,000 Agg.								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: TGDA #DLY
 The Public Building Commission of Chicago, the Board of Trustees of Community College District No. 508 and the City of Chicago are Additional Insured on General and Auto Liability pursuant to the terms and conditions of form: 391-1586 (General Liability Supplementary Endorsement) and form 461-0478. Additional Insured is primary and noncontributory on General Liability to the extent provided by form: 391-1003 (Businessowners Coverage Form). Waiver of subrogation on General and Auto Liability as provided by form: 391-1003 (Section III, K) and form: 461-0155.

<p style="text-align: center; color: red; font-weight: bold; font-size: 1.2em;">APPROVED</p> <p style="text-align: center; color: red; font-weight: bold; font-size: 1.2em;">JLB</p> <p style="text-align: center; color: red; font-weight: bold; font-size: 1.2em;">11/6/2019</p> PUBLIC BUILDING COMMISSION, RISK MANAGER RICHARD J DALEY CENTER ROOM 200 CHICAGO IL 60602	<p style="text-align: center;">CANCELLATION</p> <p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>[Signature]</i></p>
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EXHIBIT D
DISCLOSURE OF RETAINED PARTIES

(DISCLOSURE OF RETAINED PARTIES ATTACHED)

EXHIBIT D – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant:

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

Retained Parties:

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

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

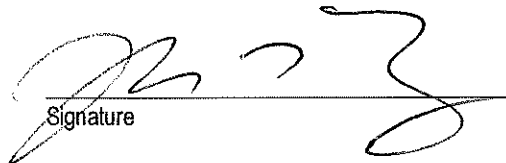
The Consultant understands and agrees as follows:

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

EXHIBIT D – 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

Theresa Guen-Murray d.b.a/ Terry Guen

Name (Type or Print)

16 October 2019

Date

President

Title

Subscribed and sworn to before me

this 16th day of Oct. 2019

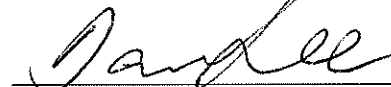

Notary Public



EXHIBIT E
DISCLOSURE AFFIDAVIT

(DISCLOSURE AFFIDAVIT ATTACHED)

EXHIBIT E – 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 Theresa Guen-Murray, as President
Name Title

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

RESPONDENT			
Name of Firm:	Terry Guen Design Associates, Inc.		
Address:	800 Belleforte Avenue		
City/State/Zip:	Oak Park, Illinois 60302		
Telephone:	312-337-9145	Facsimile:	
FEIN:	36-4298602	SSN:	
Email:	tguen@tgda.net		
Nature of Transaction:	Landscape Architecture Design Consultant		
<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"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

EXHIBIT E - 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:	Oak Park, Illinois 60302		
Telephone:	312-337-9145		
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>			
Name		Title	
Theresa Guen-Murray		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	
Theresa Guen-Murray	800 Belleforte Avenue, Oak Park, IL 60302	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 type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>			

EXHIBIT E - DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

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

C. SOLE PROPRIETORSHIP

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

EXHIBIT E – 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 E – 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 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 E – 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 E - 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.

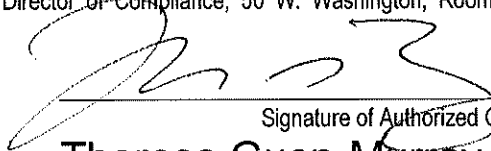
H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

Theresa Guen-Murray

Name of Authorized Officer (Print or Type)

President

Title

312-337-9145

Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 16th day of October, 2019 by
Theresa Guen-Murray (Name) as President (Title) of
Terry Guen Design Ass. (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal

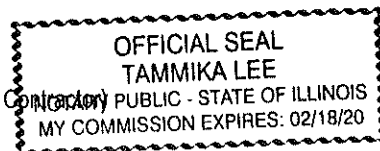


EXHIBIT F
M/WBE REPORT
MBE/WBE Certifications

Is your organization currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

Yes No

If "Yes" check and **ATTACH copy of current Letter of Certification:**

Certifying Agency:

City of Chicago

County of Cook

Category:

WBE

MBE

If yes, please submit a one current copy of your firm's letter of certification from no more than one of the applicable agencies listed above.

Terry Guen Design Associates, Inc.
Company Name

Theresa Guen-Murray, d.b.a./ Terry Guen
Print Name

October 16, 2019

Date



Signature

MWBE PLAN APPROVAL



Public Building Commission of Chicago • Richard J. Daley Center • 50 West Washington, Room 200 • Chicago, Illinois 60602 • Tel: 312-744-3090 • Fax: 312-744-8005

CONTRACT INFORMATION

Project	Read Dunning Middle School	Project No	05165
Contract Name	Landscape Services	Contract No	PS3044
Contractor/Consultant	Terry Guen Design Associates, Inc.	Contract Amount	\$22,891.00
For Credit Amount		Schedule D	<input checked="" type="radio"/> Yes <input type="radio"/> No
Description of Services	Read Dunning Middle School Landscape Services		

M/WBE UTILIZATION PLAN

Name Contractor	Type Work	MBE Allowed	WBE Allowed	Not Allowed	Schedule C
Nest Builders, Inc. dba dbHMS	Design Services/Electrical	\$ 10,000.00		<input type="checkbox"/>	<input checked="" type="checkbox"/>
TGDA Landscape Arch.	Landscape Arch Svcs		\$ 8,280.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Terry Guen Design Associates, Inc.	Landscape Architect Management	\$ 4,611.00		<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
Totals		\$ 14,611.00	\$ 8,280.00		
Goal % Approved		63.83%	36.17%		

WAIVER

Waiver Requested	<input type="radio"/> Yes <input checked="" type="radio"/> No	Waiver Approved	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
Waiver Approval Justification			

Approved: Yes No

Signed: Patrice Doyle

Digitally signed by Patrice Doyle
 DN: cn=Patrice Doyle, o=Public Building Commission of Chicago, ou, email=patrice.doyle@cityofchicago.org, c=US
 Date: 2019.11.01 14:53:25 -05'00'

Date: 11/01/2019

File Code: 05165-10-2

Requires Additional Consideration (specify):

SCHEDULE D

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

Name of Project: Read Dunning School (Taft Freshman Academy)-Landscape Services PS3044

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

 Title and duly authorized representative of
Terry Guen Design Associates, Inc.

 Name of Professional Service Provider whose address is
800 Belleforte Avenue

in the City of Oak Park , 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
Terry Guen Design Associates, Inc.	L. Arch Mgmt	\$4611	\$
TGDA Landscape Architecture PLLC	L.Arch Documents	\$	\$8280
dbHMS Engineering	Electrical	\$10,000	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$14611	\$8280
Percent of Total Base Bid		64 %	36 %

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

SCHEDULE D

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

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

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

BY:

Terry Guen Design Asso, Inc

Name of Contractor (Print)

30 October 2019

Date

312-337-9145

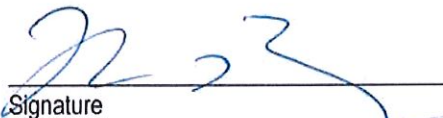
Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date



Signature

Theresa Guen-Murray

Name (Print)

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

NOV 28 2016

Theresa Guen-Murray
Terry Guen Design Associates, Inc.
714 S. Dearborn Street
Chicago, Illinois 60605

Dear Theresa Guen-Murray:

We are pleased to inform you that **Terry Guen Design Associates, Inc.** has been recertified as a **Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE)** by the City of Chicago ("City"). This MBE/WBE certification is valid until **12/1/2021**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firms' **annual No Change Affidavit** is due by **12/1/2017, 12/1/2018, 12/1/2019, and 12/1/2020**. Please remember, you have an affirmative duty to file your **No Change Affidavit 60 days prior** to the date of expiration. Failure to file your annual No Change Affidavit may result in the suspension or rescission of you certification.

Your firm's five year certification will expire on **12/1/2021**. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/1/2021**.

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

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

541320 – City Planning Services

Garden, Land Use, Town and Urban Planning.

Landscape Consulting and Architectural Services.

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise and Women-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Richard Butler
First Deputy Procurement Officer
RB/vlw

Certified Profile

CLOSE WINDOW


[Print](#)

Business & Contact Information

BUSINESS NAME	Terry Guen Design Associates, Inc.	
OWNER	Ms. Theresa Guen-Murray	
ADDRESS	714 SOUTH DEARBORN STREET #5 Chicago, IL 60605	Map This Address
PHONE	312-337-9145	
EMAIL	tguen@tgda.net	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	2/28/2018
RENEWAL DATE	12/1/2019
EXPIRATION DATE	12/1/2021
CERTIFIED BUSINESS DESCRIPTION	NAICS 541320 City planning services NAICS 541320 Garden planning services NAICS 541320 Land use design services NAICS 541320 Land use planning services NAICS 541320 Landscape architectural services NAICS 541320 Landscape consulting services NAICS 541320 Town planning services NAICS 541320 Urban planners' offices

Commodity Codes

Code	Description
NAICS 541320	City planning services
NAICS 541320	Garden planning services
NAICS 541320	Land use planning services
NAICS 541320	Landscape architectural services

NAICS 541320	Landscape consulting services
NAICS 541320	Town planning services
NAICS 541320	Urban planning services

Additional Information

WARD	4
COMMUNITY AREA	32 Loop

SCHEDULE C

**Letter of Intent from MBE/WBE (1 of 2)
To Perform As**

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project: Read Dunning School (Taft Freshman Academy) - Landscape Services

Project Number: PS3044

FROM:

Nest Builders, Inc. dba dbHMS

MBE WBE

(Name of MBE or WBE)

TO:

Terry Guen Design Associates, Inc. and Public Building Commission of Chicago

(Name of Bidder)

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

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

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

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

Electrical Engineering and Security Design Services

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

\$10,000.00 Lump Sum

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

PARTIAL PAY ITEMS

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

none

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

SUB-SUBCONTRACTING LEVELS

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


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

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

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

BY:

Nest Builders, Inc. dba dbHMS
Name of MBE/WBE Firm (Print)
10/24/19
Date
312-915-0557
Phone



Signature
Victor Avila

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

APR 11 2019

Victor Avila
Nest Builders, Inc. d/b/a dbHMS
303 West Erie Street, Suite 510
Chicago, IL 60654

Dear Mr. Avila:

We are pleased to inform you that Nest Builders, Inc. d/b/a dbHMS is recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **04/01/2024**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **04/01/2020, 04/01/2021, 04/01/2022, and 04/01/2023**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five-year certification will expire on **04/01/2024**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five-year anniversary date. Therefore, you must file for recertification by **02/01/2024**.

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

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

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- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

541330 - Engineering design services

541350 - Building inspection services

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews *nr*
Chief Procurement Officer

SEA/sl

SCHEDULE C

**Letter of Intent from MBE/WBE (1 of 2)
To Perform As**

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project: Read Dunning School (Taft Freshman Academy) - Landscape Services

Project Number: PS3044

FROM:

TGDA Landscape Architecture, PLLC MBE _____ WBE X
(Name of MBE or WBE)

TO:

Terry Guen Design Associates, Inc. and Public Building Commission of Chicago
(Name of Bidder)

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

_____ a Sole Proprietor _____ a Corporation
X _____ a Partnership _____ a Joint Venture

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

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

Landscape Architectural Services

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

\$8,280.00 Lump Sum

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

PARTIAL PAY ITEMS

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

none

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

SUB-SUBCONTRACTING LEVELS

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

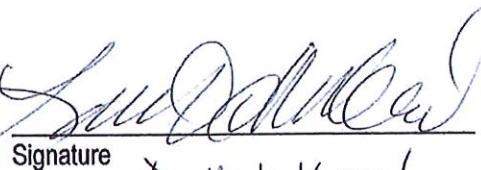
If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet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

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

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

BY:

T&DA Landscape Architecture
Name of MBE/WBE Firm (Print)
10/24/19
Date
312 481 8432
Phone


Signature
Laura Demink Kessel
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ____



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

AUG. 05 2019

Laura DeMink Kessel
TGDA Landscape Architecture PLLC
3233 W. LeMoyne St #1
Chicago, IL 60651

Dear Ms. DeMink Kessel:

We are pleased to inform you that **TGDA Landscape Architecture PLLC** is certified as a **Woman-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **07/31/2024**; however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **07/31/2020, 07/31/2021, 07/31/2022, and 07/31/2023**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **07/31/2024**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **05/31/2024**.

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

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

cc
DD

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- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

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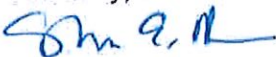
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:


NAICS Code(s):
541320 – Landscape Architectural Services

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise, and Business Enterprises Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews 
Chief Procurement Officer

SEA/cm