



**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS  
PROFESSIONAL SERVICES AGREEMENT-SERVICES LESS THAN \$25,000  
Read Dunning Salt Dome – Land Surveying Services- PS3006**

This Contract is made and is dated June 15, 2018 by and between:

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

**Consultant:** Edward J. Molloy and Associates  
1236 Mark Street  
Bensenville Illinois 60106-1022

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

**In the Lump Sum Amount of:** \$10,400.00.

**Project:** Land Surveying Services

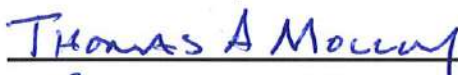
**PUBLIC BUILDING COMMISSION OF CHICAGO**

**By:**   
Carina E. Sanchez

**Title:** Executive Director

**Date:** 6/25/18

**Consultant: Edward J. Molloy and Associates**

**By:** 

**Title:** PRESIDENT

**Date:** 6/21/18

**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 \$10,400.00. 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)**

## Edward J. Molloy and Associates

A division of Thomas A. Molloy, LTD., Professional Land Surveying  
1236 Mark Street, Bensenville, Illinois 60106-1022  
Phone 630/595-2600 Fax 630/595-4700  
e-mail: [tmolloy@ejmolloy.com](mailto:tmolloy@ejmolloy.com)

### **PROPOSAL FOR PROFESSIONAL LAND SURVEYING SERVICES**

**PROPOSAL NO.:** 18-173

**DATE OF PROPOSAL:** June 12, 2018

**SUBMITTED TO:** Andy Quatham, AIA, Design Project Manager / Public Building Commission of Chicago / Richard J. Daley Center / 50 West Washington Street, Suite 200 / Chicago, IL 60602/ sent via email: [andy.quatham@cityofchicago.org](mailto:andy.quatham@cityofchicago.org)

**REGARDING:** Preparation of a Plat of Topographic Mapping (Phase 1), and followed by an ALTA/NSPS Land Title Survey (Phase 2) of the "RD SALT DOME" areas consisting of the "2FM Property", the adjacent State owned "West Memorial Park" cemetery property and the 50' Overblow Area North of and adjoining each, all as depicted on the PDF (STL-05 22 2018) copy of an unsigned drawing by Environmental Design International Inc. dated 9/23/2015 as Project No. 1901.001, said areas being parts of LOT 2 in Chicago Industry Tech Park III, per document 1030544015.

**ASSUMPTIONS:** We shall be provided with electronic copies of a current title commitments for the "2FM property" and "West Memorial Park property" and the schedule B documents therein, as well as the names of entities to be used in certifications.

**PHASE 1 SCOPE OF SERVICES:** Based on your RFP, we propose the following professional services:

- (1-A) Make an on-the-ground survey of and do detailed topographic mapping within the "RD SALT DOME" areas to official City of Chicago Vertical Datum and with horizontal reference to that same local coordinate grid system used in our previous surveys of the Read Dunning Middle-School Land, for engineering design purposes, including the surveyed location of all visible utility structures, visible abandoned concrete foundations, any roadway, light poles, utility poles, fire hydrants, and any markings identifying the route of underground utility lines, to the close curb line along N. Oak Park Avenue;
- (1-B) Make a tree survey including establishing a number tag on each tree (if any), measuring the trunk diameter and surveying the horizontal location of each tree trunk of 4 inches or greater in diameter, as well as outlining the area of heavy overgrowth for wooded areas (if any).
- (1-C) Prepare a new computer-drawn (CAD) Topographic Map showing the limits of each property comprising the "RD SALT DOME" area and showing the topographic mapping data;

**PHASE 2 SCOPE OF SERVICES:** Based on your RFP, we propose the following professional services:

- (2-A) Upon your direction to proceed we shall make an on-the-ground survey to establish the actual title lines and to stake the actual boundary corners of the "2FM Property" and "West Memorial Park" property, based on the legal descriptions in the title commitments to be provided;
- (2-B) Revise and convert our Phase 1 Topographic Map to meet or exceed the 2016 Minimum Standard Detail Requirements for "ALTA/NSPS LAND TITLE SURVEYS" including Table "A" items 1, 2, 3, 4, 5 (based on previous Phase 1 field work only – no field update), 6(a), 7(a), 8, 9, 11, 13, 14, 16, 17, 18, 19 and 20 (\$1,000,000.00 Professional Liability Insurance coverage)
- (2-C) Certify the (2) new ALTA/NSPS LAND TITLE SURVEYS with the form of plat certification outlined in said 2016 Minimum Standard Detail Requirements and naming those certain entities that you shall provide;
- (2-D) Make one set of additions and/or revisions to the new ALTA/NSPS LAND TITLE SURVEYS after our receipt of user/lender/title company review comment letters.

**COMPLETION SCHEDULE:** We estimate completion of Phase 1 would take approximately 14 calendar days.

**FEE AND TERMS:** Our fee for the professional services outlined herein shall be as follows:

PHASE 1 ..... Lump sum of \$6,900.00

PHASE 2 ..... Lump sum of \$3,500.00 (Includes 2 surveys).

We shall submit our invoice for the full amount at the completion of the services within each Phase and our terms are payable in full upon receipt of the drawing and the invoice. A finance charge of 1.5 % per month (18% per year) shall be added to all unpaid accounts after 30 days.

THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE OF PROPOSAL ABOVE. IF ACCEPTABLE PLEASE SEND YOUR SIGNED AGREEMENT TO US BY E-MAIL OR FAX A COPY TO US AT (630) 595-4700 AND WE SHALL SCHEDULE THE WORK.

EDWARD J. MOLLOY AND ASSOCIATES.

APPROVED-ACCEPTED: PUBLIC BUILDING COMMISSION OF CHICAGO

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*Thomas A. Molloy (Elec.)*

Thomas A. Molloy  
President

**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 \$10,400.00 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.

*Handwritten mark*

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**(INSURANCE REQUIREMENTS ATTACHED)**

*me*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/22/2018

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).

|  |  |
|--|--|
| <b>PRODUCER</b><br>Cook and Kocher Insurance Group<br>300 S. Northwest Highway<br>Suite 208<br>Park Ridge IL 60068       | <b>CONTACT NAME:</b> Mara Weiss<br><b>PHONE (A/C No, Ext):</b> (847) 692-9200<br><b>FAX (A/C No):</b> (847) 692-9299<br><b>E-MAIL ADDRESS:</b> maraw@cookandkocher.com |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>   |
| <b>INSURED</b><br>Thomas A. Molloy, Ltd.<br>Edward J. Molloy & Associates, Ltd.<br>1236 Mark St.<br>Bensenville IL 60108 | <b>INSURER A:</b> Sentinel Insurance Co. NAIC # 11000  |
|  | <b>INSURER B:</b> Hartford Accident and Indemnity Insurance Co. 22357  |
|  | <b>INSURER C:</b> Hartford Insurance Co. of the Midwest 37478  |
|  | <b>INSURER D:</b> Allied World Surplus Lines   |
|  | <b>INSURER E:</b>  |
|  | <b>INSURER F:</b>  |

**COVERAGES**      **CERTIFICATE NUMBER:** CL183103840      **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 SUBR INSD WVD              | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|---------------------------------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:   |                                 | 83SBANX3907   | 03/11/2018              | 03/11/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> \$1000 Comp <input checked="" type="checkbox"/> \$1000 Col |                                 | 83UECZH2045   | 03/11/2018              | 03/11/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |                                 | 83SBANX3907   | 03/11/2018              | 03/11/2019              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input type="checkbox"/> | 83WECCD4701   | 03/11/2018              | 03/11/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                   |
| A        | Business Personal Property<br>Prof Liab 03086310D 2/20/18-2/20/19  |                                 | 83SBANX3907   | 03/11/2018              | 03/11/2019              | \$54,700 RC Spec/Theft \$500 Ded<br>\$1,000,000   |

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

The following are to be named as additional insured: Public Building Commission of Chicago

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>Public Building Commission of Chicago<br>50 West Washington<br>Chicago IL 60602 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><i>Mara J. Weiss</i> |
|--|--|

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**EXHIBIT D**  
**DISCLOSURE OF RETAINED PARTIES**

**(DISCLOSURE OF RETAINED PARTIES ATTACHED)**



## ATTACHMENT 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):

READ DUNNING SALT DOME

Description or goods or services to be provided under Contract:

LAND SURVEYING SERVICES

Name of Consultant:

EDWARD J. MOLLOY & ASSOC.  
(A DIVISION OF THOMAS A. MOLLOY, LTD)

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<br>(indicate total whether paid or estimated) |
|------|------------------|---|--|
|      |                  |   |  |
|      |                  |   |  |
|      |                  |   |  |
|      |                  |   |  |
|      |                  |   |  |

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

*Tom*

## ATTACHMENT D – DISCLOSURE OF RETAINED PARTIES

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.
- 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

6/21/18  
Date

Thomas A. Molloy  
Name (Type or Print)

PRESIDENT  
Title

Subscribed and sworn to before me

this 21 day of JUNE 2018

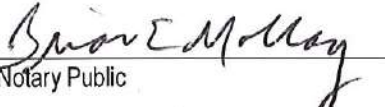
  
Notary Public





EXHIBIT E  
DISCLOSURE AFFIDAVIT

(DISCLOSURE AFFIDAVIT ATTACHED)

*pm*

## ATTACHMENT 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 THOMAS A. MOLLOY, as PRESIDENT  
Name Title

and on behalf of EDWARD J. MOLLOY & ASSOC (A DIVISION OF THOMAS A. MOLLOY LTD.)  
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

| RESPONDENT   |                                     |            |          |
|--|-------------------------------------|------------|----------|
| Name of Firm:  | <u>EDWARD J. MOLLOY &amp; ASSOC</u> |            |          |
| Address:   | <u>1236 MARK ST.</u>                |            |          |
| City/State/Zip:  | <u>BENSENVILLE IL 60106</u>         |            |          |
| Telephone:   | <u>630 595 2600</u>                 | Facsimile: | <u>—</u> |
| FEIN:  | <u>16-1723560</u>                   | SSN:       | <u>—</u> |
| Email:   | <u>TMOLLOY@EJMOLLOY.COM</u>         |            |          |
| Nature of Transaction:   |                                     |            |          |
| <input type="checkbox"/> Sale or purchase of land<br><input type="checkbox"/> Construction Contract<br><input checked="" type="checkbox"/> Professional Services Agreement<br><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 <u>(S-CORP)</u><br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Joint Venture | <input type="checkbox"/> Limited Liability Company<br><input type="checkbox"/> Limited Liability Partnership<br><input type="checkbox"/> Not-for-profit Corporation<br><input type="checkbox"/> Other: _____ |
|---|--|

*DM*

## ATTACHMENT E – DISCLOSURE AFFIDAVIT

**A. CORPORATIONS AND LLC'S**

|  |  |   |
|--|--|---|
| State of Incorporation or Organization:  |  | IL  |
| 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:  | BENSENVILLE IL 60106                     |   |
| Telephone:   | 630 595 2600                             |   |
| Identify the names of all officers and directors of the business entity.<br><i>(Please attach list if necessary.)</i>  |  |   |
| Name   | Title                                    |   |
| THOMAS A MOLLOY  | PRESIDENT                                |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
| Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity.<br><i>(Please attach list if necessary.)</i>   |  |   |
| Name   | Address                                  | Ownership Interest Percentage                                       |
|  |  | %   |
|  |  | %   |
|  |  | %   |
|  |  |   |
|  |  |   |
| LLC's only, indicate Management Type and Name:   |  |   |
| <input type="checkbox"/> Member-managed  | <input type="checkbox"/> Manager-managed | Name: <input type="text"/>  |
| 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> |  |   |

*TM*

## ATTACHMENT 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:  |  |
|--|--|
| <i>If the answer is no, please complete the following two sections.</i>  | <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  |
|  |  |
|  |  |
|  |  |
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|  |  |

*M*

## ATTACHMENT E – DISCLOSURE AFFIDAVIT

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### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

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

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## ATTACHMENT E – DISCLOSURE AFFIDAVIT

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### B. SUBCONTRACTORS

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

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

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

### D. OTHER TAXES/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.

# ATTACHMENT 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

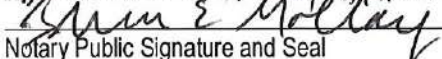
Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

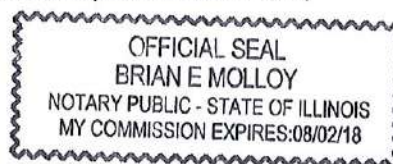
The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm 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  
THOMAS A. MOLLOY  
Name of Authorized Officer (Print or Type)  
PRESIDENT  
Title  
630-595-2600 X-102  
Telephone Number

State of ILLINOIS  
County of DUPAGE

Signed and sworn to before me on this 21 day of JUNE, 2018 by  
THOMAS A. MOLLOY (Name) as PRESIDENT (Title) of  
EDWARD J. MOLLOY ASSOCIATES (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:

Category:

City of Chicago \_\_\_\_\_

WBE \_\_\_\_\_

County of Cook \_\_\_\_\_

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.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

*DM*