

UNOFFICIAL COPY 0030472861

6485/0010 99 001 Page 1 of 15  
2003-04-08 11:29:20  
Cook County Recorder 29.50



0030472861

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

**SUBCONTRACTOR'S NOTICE AND CLAIM FOR MECHANICS' LIEN**

The Claimant, Mota Construction Company, Inc., of Chicago, County of Cook, State of Illinois, hereby files a claim for lien against McShane Construction Corporation ("McShane") of Rosemont, County of Cook, State of Illinois (hereinafter also referred to as "Contractor") and North Star Trust Co., Trust #02-5708 under the provisions of Trust Agreement dated December 16, 2002 (hereinafter referred to as "Owner") and states:

That on June 6, 2002 the Owner owned the following described land in the County of Cook, State of Illinois, to wit: See legal description attached as Exhibit "A", incorporated herein and made a part hereof.

P.I.N.: 17-30-208-012-0000

Common Address: 2404 S. Wolcott, Unit 21, Chicago, Illinois (the "Premises").

That on information and belief, Quality Celery & Sprout Company was the lessee of the Premises. McShane was the Owner's Contractor for the improvement of the Premises.

That on June 6, 2002 Claimant entered into a written contract with McShane, the Owner's Contractor, who was authorized or knowingly permitted by said Owner to contract with

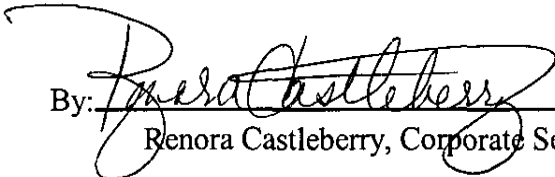
the Claimant, to supply material, labor and services relating to roofing, glass and glazing, flooring, painting, drywall, acoustical ceiling, carpentry, millwork, concrete and coolers, for and in said improvement of the Premises for the sum of One Hundred Sixteen Thousand Six Hundred Sixty-Seven Dollars and No/100 Cents (\$116,667.00). (A copy of said contract is attached hereto and incorporated herein by reference as Exhibit "B").

That Claimant did so provide material, labor and services under the Contract in said improvement of the Premises and on December 29, 2002 completed all required by said contract to be done.

That at the special instance and request of said Contractor, the Claimant furnished extra and additional materials at and extra and additional labor on said Premises of the value of Twenty-Six Thousand One Hundred Fourteen Dollars and No/100 Cents (\$26,114.00) and completed same on December 29, 2002.

That said Contractor McShane is entitled to credits on account of One Hundred Eighteen Thousand One-hundred Six Dollars and 10/100 Cents (\$118,106.10) and after allowance of all credits there is due, unpaid and owing to the Claimant the sum of Twenty Four Thousand Six Hundred Seventy Four Dollars and 90/100 Cents (\$24,674.90), for which, with interest, the Claimant claims a lien on said land and improvements and on the monies or other considerations due or to become due from the Owner under said contract against said Contractor and Owner.

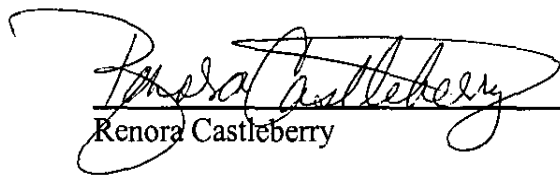
MOTA CONSTRUCTION COMPANY, INC.

By:   
Renora Castleberry, Corporate Secretary

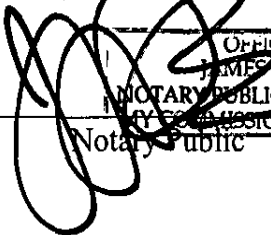
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF )

**VERIFICATION**

The affiant, Renora Castleberry, being first duly sworn on oath deposes and says that she is the Corporate Secretary of the Claimant; that she has read the foregoing Subcontractor's Notice and Claim for Mechanics' Lien and knows the contents thereof; and that all the statements therein contained are true.

  
\_\_\_\_\_  
Renora Castleberry

Subscribed and sworn to before me this  
28<sup>th</sup> day of March, 2003.

  
\_\_\_\_\_  
OFFICIAL SEAL  
JAMES J. BABOWICE  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES SEPT. 6, 2006  
Notary Public

This document was prepared by  
and after recordation mail to:  
James J. Babowice  
Trobe, Babowice & Associates, LLC  
32 N. West Street, Suite 102  
Waukegan, Illinois 60085

## UNOFFICIAL COPY

## Legal Description:

## PARCEL 1:

UNIT 21 IN CHICAGO INTERNATIONAL PRODUCE MARKET CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

## PARCEL A:

LOTS 1 TO 15 BOTH INCLUSIVE, (EXCEPTING THEREFROM THE WEST 65.00 FEET OF THE SOUTH 15.00 FEET OF LOT 2 AND THE WEST 15.00 FEET OF LOTS 3 TO 15, BOTH INCLUSIVE), AND LOTS 16, 17, AND 18 (EXCEPTING THEREFROM THE WEST 100.00 FEET THEREOF), ALL IN BLOCK 13; AND LOTS 19 TO 34 BOTH INCLUSIVE, AND LOT 35 (EXCEPTING THEREFROM THE NORTH 80.4 FEET OF THE EAST 30.00 FEET THEREOF) AND LOT 36 (EXCEPTING THEREFROM THE EAST 80.00 FEET THEREOF) ALL IN BLOCK 12, ALL SAID LOTS AND BLOCKS BEING IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF THE WEST BRANCH OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

## PARCEL B:

THE WESTERLY 1/2 OF CANAL 'C', LYING EAST OF AND ADJOINING LOTS 19 TO 35, BOTH INCLUSIVE, (EXCEPTING THEREFROM THE NORTH 80.4 FEET OF THE WESTERLY 1/2 OF CANAL 'C', LYING EAST OF AND ADJOINING THE NORTH 80.4 FEET OF LOT 35), ALL IN BLOCK 12 IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2, NORTH OF RIVER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL C:

ALL THAT PART OF VACATED SOUTH WOLCOTT AVENUE DESCRIBED AS FOLLOWS:

LYING WEST OF THE WEST LINE OF LOTS 19 TO 36, BOTH INCLUSIVE IN BLOCK 12 AFORESAID; LYING EAST OF THE EAST LINE OF LOTS 1 TO 18, BOTH INCLUSIVE IN BLOCK 13 AFORESAID, LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF LOT 36 IN BLOCK 12 FROM A POINT, WHICH IS 38.39 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 36, AS MEASURED ALONG THE WEST LINE OF SAID LOT 36, SAID RIGHT ANGLE LINE EXTENDED WEST TO THE EAST LINE OF LOT 1 IN BLOCK 13 AND LYING NORTH AND NORTHERLY OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 19 IN BLOCK 12 TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 13 AFORESAID; SAID VACATED STREET, BEING FURTHER DESCRIBED AS:

THAT PART OF SOUTH WOLCOTT AVENUE, LYING BETWEEN A RIGHT ANGLE LINE DRAWN FROM THE

CONTINUED ON NEXT PAGE

0030472861  
**UNOFFICIAL COPY**

Legal Description:

EAST LINE OF SOUTH WOLCOTT AVENUE FROM A POINT 38.39 FEET SOUTH OF THE SOUTHEASTERLY LINE THE BURLINGTON NORTHERN AND SANTA FE RAILROAD AND THE NORTHWESTERLY LINE OF THE WEST FO OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS VACATED BY VACATION ORDINANCE RECORDED OCTOBER 4, 2000 AS DOCUMENT 00778090; WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 11, 2002 AS DOCUMENT 0020271499, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

Attention: Steve Vitas  
Telephone: 773-478-2300  
Facsimile: 773-866-9015

McShane Job #: 01060  
Phase Code #: 06001

STANDARD SUBCONTRACT AGREEMENT

McShane Construction Corporation  
6400 Shafer Court, Suite 400  
Rosemont, IL 60018  
(847) 292-4300, FAX (847) 292-4310

This Subcontract Agreement is made this 6th day of June, 2002, by and between McShane Construction Corporation, 6400 Shafer Court, Suite 400, Rosemont, Illinois 60018 ("Contractor") and Mota Construction Company, Inc., 3100 W. Belmont Avenue, Chicago, IL 60618 ("Subcontractor"), which agree as follows:

1. The Project. The Contractor has entered into a contract dated Thursday, August 09, 2001 with Quality Celery & Sprout Company ("Owner") to provide construction-related services to the Owner's project generally described as International Produce Market, hereinafter called "Project".

2. Scope of Work. Subcontractor shall complete all Work as defined and indicated in the Contract Documents as set forth in Rider "C" - Drawings & Specifications, attached hereto. The Work generally includes the furnishing of all labor, material, skill and equipment necessary to accomplish the following: Prime Contract ("the Work"), as more fully described in Rider "B" - Scope of Work, attached hereto.

3. Subcontract Times. Subcontractor shall begin its Work within 3 days after being notified to proceed by Contractor. The Work shall be substantially completed on or before Friday, August 23, 2002, so as to allow the entire Project to be substantially completed by ~~Friday, August 23, 2002~~ **TBD 3/5**.

4. Schedule. Subcontractor shall conform to the progress and schedule requirements of the Contract Documents, and in Rider "D" - Project Schedule, to follow, and must reach the described milestones. Contact Project Engineer, Min Jang, at 847-219-4241 for specific scheduling requirements.

5. Time of the Essence. All time limits for completion, including any intermediate milestones, are of the essence of this Subcontract Agreement.

6. Subcontract Sum. Contractor shall pay Subcontractor the sum of ~~One Hundred Sixteen Thousand Six Hundred Sixty Seven And 00/100 Dollars (\$116,667.00)~~, which Subcontract Sum includes all applicable taxes for completion of the Work required by the Contract Documents, and according to the terms set forth in the Contract Documents.

7. Year 2000 Warranty. Subcontractor represents and warrants that any systems, system components, equipment, or products furnished under this Subcontract Agreement shall, when used in accordance with the manufacturers' documentation, be able to accurately process date and time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap-year calculations. For purposes of this clause, the twenty-first century begins January 1, 2000. In the event of any breach of this warranty, Subcontractor shall, at its sole cost and expense, restore the system, system component, equipment, or product to the same level of performance as warranted herein, or repair or replace the system, system component, equipment, or product with conforming product so as to minimize interruption, time being of the essence. In the event of any breach of this warranty, Subcontractor will indemnify Contractor against any and all claims, demands, costs, expenses (including attorney's fees) and causes of action arising out of or in any manner relating to the breach. Nothing in this warranty shall be construed to limit any rights or remedies Contractor may otherwise have under this Subcontract Agreement with respect to defects other than Year 2000 performance.

8. Payment Provisions. Contractor shall include in Contractor's monthly estimate to Owner the value of all work, labor and materials of Subcontractor properly incorporated into the Project, in accordance with the provisions of this Subcontract for which estimates have been furnished by Subcontractor and approved by Contractor. So long as Subcontractor is not in default hereunder, Contractor shall pay Subcontractor, within seven (7) days upon receipt thereof from Owner, the amount received by Contractor on account of Subcontractor's work to the extent of Subcontractor's interest therein.

Contractor shall withhold ten percent (10%) retainage from amounts due Subcontractor until Owner contract items are completed. Subcontractor's Application for Payment, with current lien waivers, must be received by Contractor by the 25th of each month. *5% Ret After 50% Complete*

9. Bond Requirements. Bonds required (No)  
If a Performance Bond and Labor and Material Payment Bond are required, provide as outlined in Subparagraph 6.5.1 of the General Conditions of the Subcontract Agreement.

10. Liquidated Damages. Liquidated Damages required (No)  
If liquidated damages are required, the following terms apply. It is intended that this Project, including the Work necessary around the building, but within grading limits, shall be substantially complete not later than the dates indicated in Paragraph 5 of this Subcontract Agreement. In the event that the Subcontractor delays the Work or that of Contractor or other Subcontractors, so that completion of the entire Project is not possible (in accordance with non-overtime scheduling) prior to Friday, August 23, 2002, liquidated damages in the amount of \$0.00 per day may be assessed against Subcontractor.

11. Insurance. At a minimum, Subcontractor shall conform to the insurance requirements set forth in Article 10 of the General Conditions of Subcontract. In the event that additional insurance requirements are to be imposed on the Project, Subcontractor shall comply with the insurance requirements set forth on Rider "A" - Insurance and Indemnification attached hereto. In the event of conflict between Article 10 of the General Conditions of Subcontract and Rider "A" the provision with the higher minimum insurance coverage shall control.

Subcontractor's Insurance Certificate, as outlined above, must be submitted to and received by Contractor prior to commencement of the work.

IN WITNESS OF their Agreement, Contractor and Subcontractor sign as follows:

McSHANE CONSTRUCTION CORPORATION

MOTA CONSTRUCTION COMPANY, INC.

By: \_\_\_\_\_  
Brian J. Galey  
Senior Project Manager

By: *Steve Vitas*  
Steve Vitas  
Estimating

Witness: \_\_\_\_\_  
Min Jang  
Project Engineer

Witness: *[Signature]*  
\_\_\_\_\_

*[Handwritten mark]*

RIDER "B"

McShane Construction Corporation  
6400 Shafer Court, Suite 400  
Rosemont, IL 60018  
(847) 292-4300, FAX (847) 292-4310

Date: June 6, 2002  
Project: Quality Celery and Sprout Co. (International Produce Market)  
2404 S. Wolcott Street  
Chicago, IL  
McShane Job No.: 01060  
Phase Code No.: 6-000

Mota Construction Company, Inc. shall furnish and install all labor, material, skill and equipment necessary to complete all work in accordance with local codes and the following:

Work shall specifically include, but not be limited to, the following:

- Perform all work in strict compliance with all safety guidelines and procedures set forth by the local, state and federal governments having jurisdiction and OSHA (Occupational Safety and Health Act) requirements, as a minimum.
- Perform all work in strict compliance with City of Chicago Department of Housing / Department of Planning & Development. Pre-construction Conference Summary Booklet attached hereto.
- Project shall utilize complete union labor. At least 50% of all work to be performed by residents of Chicago.
- All applicable tax, freight and delivery. Tax exempted if subcontractor is located in Enterprise Zone, savings to be passed along to the owner.
- Mobilization and demobilization of equipment as necessary for job completion.
- Movement of materials within and around the site as required for construction.
- To insure accuracy, efficiency and to avoid any potential conflicts please report any discrepancies to McShane Construction Corporation *immediately*.
- All subcontractors to include any and all required cutting, coring and patching to complete their scope(s) of work. All installed finishes are to be properly protected prior to their completion and acceptance by McShane Construction Corporation.
- Provide one (1) year warranty from the project completion date.
- Provide closeout documents to McShane Construction Corporation two (2) weeks prior to completion of the project consisting of the following: Four (4) original Warranty Certificates, four (4) sets of As-Built Plans (if applicable), four (4) sets of O&M Manuals (if applicable) and four (4) sets of Testing Reports (if applicable).



International Produce Market  
2404 S. Wolcott Street  
Chicago, Illinois  
McShane Job: 01060

McShane Construction Corporation  
June 6, 2002  
Page 2 of 3  
Phase Code: 6-000

RIDER "B"

SCOPE OF WORK

- At least 50% of all work performed to be by City of Chicago residents.
- 100% of this contract to be MBE or WBE credit toward City of Chicago MBE/WBE requirement.

Misc Metal

- ~~Provide metal pan stairs to Canopy Mezzanine~~

N/D  
3/13

Roofing

- Provide curb, rail and vent flashing.
- Patch all roof penetrations to provide watertight building.

Glass & Glazing

- Provide HM window as indicated on Architectural Plan.
- Provide 1/4" polished edge mirror installed on J-rail at all washrooms as indicated on Architectural Plan.
- Provide pass-thru transaction window at Cash Office.

Flooring

- Provide flooring per Architectural Plans.
- Carpet allowance to be \$16.00/SY installed.
- Tenant choice of style or color. This contractor to provide samples.
- Provide 4" vinyl coved base at carpeted, resilient tile and sealed concrete areas.
- Provide 4" ceramic base at ceramic floor areas.

Paint

- Paint all gyboard partitions with two (2) coats of flat latex paint in tenant choice of color.
- Paint all gyboard ceiling with two (2) coats of semi-gloss latex paint in tenant choice of color.
- Paint all exposed inside precast wall with two (2) coats of epoxy paint in tenant choice of color.
- Provide epoxy paint at all interior concrete curbs.
- Paint all wet walls with two (2) coats of semi-gloss latex paint in tenant choice of color.
- Paint all HM doors and frames with (2) coats of enamel paint in tenant choice of color.

Drywall, ACT, Carpentry (Doors, Frames, Hardware, Toilet Partitions and Accessories)

- Provide all gyboard partitions as indicated on Architectural Plan.
- Provide all gyboard ceilings as indicated on Architectural Plan.
- All gyboard partitions to be taped and sanded. Workmanship to be approved by McShane prior to painting.
- Provide Acoustical Ceiling Tile system at areas indicated on Architectural Plan. Ceiling tile system to be 2x4 Second-Lock in Fissure White by USG/Armstrong or equivalent with 15/16" grid.
- Furnish and install all doors, frames and hardware per plan.
  - Submittal to be approved by McShane.
  - All wood doors to be SC Plain Sliced Red Oak, prefinished in tenant choice of color.
  - All hardware to be heavy-duty commercial grade in US 26D finish.
- Furnish and install all toilet partitions and accessories per Architectural Plan in tenant choice of color.

International Produce Market  
2404 S. Wolcott Street  
Chicago, Illinois  
McShane Job: 01060

McShane Construction Corporation  
June 6, 2002  
Page 3 of 3  
Phase Code: 6-000

RIDER "B"

Millwork

- Furnish and install P.Lam vanity tops for the washrooms.
- Allowance of \$10,000.00 included for Sales Counters.

Concrete

- Provide 6" wide x 24" high interior concrete curbs with sloped top at the base of all insulated cooler panels (both side). Top of the curb to be caulked. Curbs to be reinforced and doweled to concrete slab.
- Provide 6" concrete filled bollards for interior doors as shown on Architectural Plan.
- ~~Provide concrete fills to match per stair.~~ *LU 5)*

Insulated Cooler Panels, Insulated Cooler Doors and Insulated OH Doors

- Provide 4" thick polyurethane insulated panels with R-value of 35 as shown on Architectural Plan.
  - The finish surface to be 26 gauge white painted galvanized steel.
  - Include all necessary trim moldings, sealant and fasteners.
  - Panels to be installed after completion of refrigeration equipment.
- Provide all interior insulated vertical lift doors, strip curtains and pedestrian cooler swing doors.
  - Include necessary wood sub-frames for all doors and curtains.
  - All metal to be painted white galvanized steel.
- Provide interior insulated OH doors at Canopy Mezzanine as shown on Architectural Plan.
- Submittals to be approved by McShane.

End of Rider

International Produce Market  
2404 S. Wolcott  
Chicago, IL

McShane Construction Corporation  
Date: 6/6/02

Revised Date:

Page:1

RIDER 'C' - DRAWINGS AND SPECIFICATIONS  
Quality Celery & Sprout Company

Number	Revision	Rev. Date	Title	Notes
<u>Architectural</u>				
A-0: Quality	2	3/18/2002	Cover Sheet	
A-1: Quality	2	3/18/2002	General Notes & Specifications	
A-2: Quality	2	3/18/2002	Construction Plan	
A-3: Quality	2	3/18/2002	Detail Sheet	
A-4: Quality	2	3/18/2002	A.D.A. Sheet	
<u>Electrical</u>				
E-1: Quality	2	3/19/2002	Notes, Symbol List and Schedules	
E-2: Quality	2	3/19/2002	One-Line Diagrams	
E-3: Quality	0	10/17/2001	Lighting and Power Floor Plan	
<u>Mechanical</u>				
M-1T.5: Quality	1	3/19/2002	HVAC	
M-2T.5: Quality	1	3/19/2002	HVAC	
<u>Plumbing</u>				
P-1: Quality	0	10/3/2001	Suspended Plumbing Part Plan	
P-2: Quality	0	10/3/2001	Suspended Plumbing Part Plan	
P-4: Quality	2	3/25/2002	Suspended Plumbing Part Plans	
P-8: Quality	2	3/25/2002	Suspended Plumbing Part Plans	
UGP-1: Quality	0	10/3/2001	Underground Plumbing Part Plan	
UGP-4: Quality	2	3/26/2002	Underground Plumbing Part Plans	

# UNOFFICIAL COPY

RIDER "A"

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY OF INSURANCE</b>		DATE (MM/DD/YY)
PRODUCER PRODUCER NAME PRODUCER ADDRESS PRODUCER PHONE NUMBER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED SUB-CONTRACTOR NAME SUB-CONTRACTOR ADDRESS		INSURERS AFFORDING COVERAGE		
		INSURER A: INSURANCE COMPANY A		
		INSURER B: INSURANCE COMPANY B		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> BROAD FORM PD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	POLICY NUMBER INCLUDES: OPERATIONS OF SUBS- CONTINGENT CONTRACTUAL LIAB	DATE	DATE	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS-COMP/OP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	POLICY NUMBER	DATE	DATE	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	POLICY NUMBER	DATE	DATE	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	POLICY NUMBER	DATE	DATE	<input checked="" type="checkbox"/> W/C STATUS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$100,000 EL DISEASE - EA EMPLOYEE \$100,000 EL DISEASE - POLICY LIMIT \$500,000
B	PROFESSIONAL LIABILITY (CLAIMS MADE)	POLICY NUMBER	DATE	DATE	\$1,000,000 PER CLAIM \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

PROJECT DESCRIPTION: INTERNATIONAL PRODUCE MARKET - QUALITY CELERY & SPROUT COMPANY  
 McSHANE JOB #: 01060  
 2404 South Wolcott  
 Chicago, IL

(See Attached Descriptions)

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
MESHANE CONSTRUCTION CORPORATION 6400 SHAFER CT., SUITE 400 ROSEMONT, IL 60018		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE OF THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE

DESCRIPTIONS (Continued from Page 1)  
PAGE 1 of 2

ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS REFLECTS ALL POLICIES EXCEPT

# UNOFFICIAL COPY

RIDER "A"

## WORKERS' COMPENSATION & PROFESSIONAL LIABILITY:

- McShane Construction Corporation (General Contractor)
- Centerpoint Realty Services Corporation (Owner)
- FCL Builders, Inc. (General Contractor)
- CIPM, Inc. (Owner)
- City of Chicago, City Hall

ALL POLICIES EXCEPT PROFESSIONAL LIABILITY INCLUDE A WAIVER OF SUBROGATION IN FAVOR OF MCSHANE CONSTRUCTION CORPORATION.

The following cancellation notice supercedes the standard wording:  
Should any of the above described policies be cancelled or materially changed before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## RIDER "A" - INSURANCE AND INDEMNIFICATION

Article 10. INSURANCE  
of  
General Conditions of Subcontract  
(Portions repeated here for convenience)

- 10.1.2 McShane is to be named as additional insured on the Subcontractor's liability insurance policies and McShane is to be named as additional insured on all liability insurance certificates. All insurance available to McShane as additional insured under the Subcontractor's liability policies is to specify that such coverage is primary and non-contributory to any other valid or collectible insurance available to McShane with respect to the loss. The Subcontractor shall also name McShane as additional insured under all Subcontractor's excess or umbrella liability insurance policies. Any other insurance available to McShane shall be contingent and excess over the Subcontractor's policies and the coverage under such policies shall not be reduced as a result of the availability of any other insurance to McShane.
- In the event that Subcontractor enters into a subcontract with a Sub-subcontractor, the Subcontractor will require the Sub-subcontractor to procure all insurance specified in the Subcontract Agreement and to name McShane as additional insured under the Sub-subcontractor's policies on the same terms and conditions of the Subcontract Agreement.
- 10.1.3 All insurance policies required by the Subcontract Agreement will contain an endorsement to the effect that cancellation or modification of such policies shall not be effective unless thirty (30) days prior written notice of such cancellation or modification is given to McShane prior to such cancellation.
- 10.1.4 All liability insurance shall include contractual liability insurance covering the following:
1. To the fullest extent permitted by applicable law, Subcontractor agrees to indemnify, defend and hold McShane and its consultants and their respective employees, officers, directors and agents, harmless from and against any and all liability, losses, claims, damages and expenses (including but not limited to court costs and attorneys' fees) resulting from or arising out of performance or non-performance of the Work to be performed hereunder, or in connection with the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladder, support or other mechanical contrivance in connection with such Work, provided that any such liability, loss, claim, damage and expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use or other economic loss resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Subcontractor or any of its Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Further, the Subcontractor agrees to indemnify, defend and hold harmless McShane and its consultants and their respective officers, employees, directors and agents from and against any and all liability, losses, claims, damages and expenses (including court costs and attorney

RIDER "A" - INSURANCE AND INDEMNIFICATION

fees) arising out of or resulting from any failure by the Subcontractor to assume all responsibility for compliance with all safety laws and ordinances applicable to the Work performed hereunder pursuant to Subparagraph [9.1.1]. This indemnification provision does not cover and does not require Subcontractor to indemnify McShane for McShane's own negligence.

2. In any claims against McShane or any of its officers, directors, agents, authorized representatives, consultants or employees by any employee of anyone directly or indirectly employed by Subcontractor or a Sub-subcontractor, or anyone for whose acts Subcontractor or its Sub-subcontractor may be liable. Subcontractor agrees that it shall have unlimited contribution liability under the indemnification obligation defined in this paragraph and expressly waives any limitation on its contribution liability otherwise provided by the laws of the State of Illinois, including but not limited to any worker's compensation acts, disability benefit acts or other employee benefit acts, or other insurance provided for by the Contract Documents.
3. The Subcontractor, at its sole cost and expense, shall obtain and maintain insurance against Subcontractor's liability arising under the preceding paragraphs and, in addition shall obtain and maintain insurance against any liability of Subcontractor or McShane arising under any structural work law, or law imposing liability from the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances, in amounts and with carriers acceptable to McShane.

10.1.5 If so requested by McShane, Subcontractor is required to furnish certificates of insurance acceptable to McShane attesting to the existence of the insurance required above prior to starting any Work or entering onto the job site. The form of certificate shall be the same as the "ACORD" form or a form acceptable to McShane (a sample copy of the "ACORD" form is attached). The certificate shall be signed and dated by an authorized representative of the insurance carrier(s). Certified copies of all policies shall be provided upon request by McShane. Certificates for lower tier Sub-subcontractors evidencing like coverages shall be provided to McShane by the Subcontractor.

10.1.6 In addition, Subcontractor shall cause the insurer(s) issuing the required policies and the policies of any other property insurance applicable (to the Work) to be endorsed with the following clause providing that any release from liability of, or waiver of claim for recovery from any other person entered into in writing by the insured thereunder prior to any loss or damages shall not affect the validity of any policy(ies) or the right of the insured or insureds to recover thereunder:

"Notwithstanding anything herein contained to the contrary, this insurance shall not be invalidated should any of the named insureds waive in writing prior to a loss any right of recovery against any party for loss occurring to any property insured hereunder."