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## SUBCONTRACTOR'S CLAIM FOR MECHANICS LIEN

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.



Doc# 1931934054 Fee \$78.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/15/2019 11:05 AM PG: 1 OF 37

(Above Space for Recorder's Use Only)

## SUBCONTRACTOR'S CLAIM FOR MECHANICS LIEN

THE CLAIMANT, New Tayler Glass, Doors & Metal Inc., an Illinois corporation ("Claimant"), of 6210 Madison Court, Morton Grove, Illinois 60053, hereby files a claim for lien against 635-647 W. Roosevelt Road, LLC, an Illinois limited liability company, of 700 N. Green Street, Suite 504, Chicago, Illinois 60642, owner of record at the time contract between Claimant and Contractor (defined below) was executed; 635-47 West Roosevelt Venture LLC, an Illinois limited liability company, of 450 Skokie Boulevard, Suite 604, Northbrook, Illinois 60062, last grantee of record (collectively "Owner"); MB Financial Bank, N.A., of 800 West Madison Street, Chicago, Illinois 60607, a mortgagee ("Lender"); Global Builders, Inc., an Illinois corporation, of 2805 Butterfield Road, Suite 380, Oak Brook, Illinois 60523, a contractor ("Contractor"); Bob's Discount Furniture and Mattress Store, of 639 W. Roosevelt Road, Chicago, Illinois 60607, the tenant ("Tenant"); Chicago Regional Council of Carpenters, of which recorded a Mechanics Lien on January 28, 2019 as document number 1902822010; ASC Insulation, Fireproofing and Supplies, Inc., an Illinois corporation, of which recorded a Mechanics Lien on June 14, 2019 as document number 1916515000; All Steel Iron Works, Inc., an Illinois corporation, of which recorded a Mechanics Lien on June 18, 2019 as document number 1916933158; and any persons or entities claiming to be interested in the real estate described herein, and states:

1. On or about May 15, 2018 and subsequently, Owner owned the following described land (the "Real Estate") in the City of Chicago, County of Cook, State of Illinois, to wit:

Parcel 1:

Lot 3 (except the North 42.00 feet thereof taken for street) and Lot 6 in Shoup's Subdivision of Lot 4 in Block 67 in Canal Trustees' Subdivision of Blocks and Lots in the Northwest 1/4 of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

A parcel of Land in the Northwest 1/4 of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, consisting of a part of Lot 2 and all of Lot 7 in the Subdivision of Lot 4 in Block 67 in Canal Trustees' Subdivision in the Northwest 1/4 of Section 21, Township 39

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North, Range 14, East of the Third Principal Meridian, (except Blocks 57 and 58) said parcel of Land being more particularly described as follows: beginning at the point of intersection of the South Line of West Roosevelt road as widened, with the East Line of Said Lot 2 in the Subdivision of Lot 4 and running thence South along said East Line of Lot 2 and along the East Line of Said Lot 7, a distance of 131.32 feet to the Southeast corner of Said Lot 7; Thence West along the South Line of Said Lot 7, a distance of 25.07 feet to the Southwest corner of Lot 7; thence North along the West Line of Said Lot 7 and along the West Line of Said Lot 2, a distance of 131.32 feet to the South Line of said West Roosevelt Road as widened; and Thence East along said South Line of West Roosevelt road as widened, a distance of 25.07 feet to the point of beginning, all in Cook County, Illinois.

Parcel 3:

Sublot 4 (except the North 42.00 feet) and Sublot 5 of Lot 4; also, the East 59.00 feet of Lot 5 (except the North 42.00 feet) in Block 67 in Canal Trustees' New Subdivision of Blocks in the Northwest 1/2 of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, excepting therefrom: that part of the North 1/2 of vacated West 12TH place (described by order passed by the City Council of Chicago on January 20, 1984, page 4653), lying South of the adjoining South Line of sub-Lot 5 of Lot 4 and the East 59.00 feet of Lot 5 in Block 67 in Canal Trustees' New Subdivision of Blocks in the Northwest 1/4 of Section 21, Township 39 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Easement for Ingress and Egress for the benefit of Parcels 1, 2 and 3 pursuant to grant of easement recorded. November 15, 1984 as document 27338040 over that part of the vacated 12TH place per vacation ordinance.

Common Address: 635-647 W. Roosevelt Road, Chicago, Illinois

Permanent Release Estate Index Numbers: 17-21-101-011-0000  
 17-21-101-014-0000  
 17-21-101-039-0000  
 17-21-101-040-0000  
 17-21-101-041-0000  
 17-21-101-042-0000

2. On information and belief, Owner contracted with Contractor for improvements to the Real Estate.
3. Subsequently, Claimant made a contract ("Contract") dated May 15, 2018 with Contractor, under which Claimant agreed to provide all necessary labor, material, and work required to complete store front glass, glazing, and glass doors for the Real Estate in the sum of Two Hundred Eighty-Three Thousand Nine Hundred and 00/100 Dollars (\$283,900.00). A copy of the Contract is attached hereto and marked as Exhibit A.
4. The Contract was entered into by Contractor as Owner's agent, and the work was performed with the knowledge and consent of Owner. Alternatively, Owner authorized Contractor to enter into the Contract. Alternatively, Owner knowingly permitted Contractor to enter into the Contract for the improvement of the Real Estate.
5. Claimant performed additional work in the amount of Thirty-Eight Thousand Seven

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Hundred Fifty and 00/100 Dollars (\$38,750.00) at the request of Contractor, as Owner's agent or as an entity authorized by Owner or knowingly permitted by Owner as aforesaid. A copy of each project add-on/change request is attached hereto and marked as Exhibit B.

- 6. Claimant completed the work for which Claimant claims a lien on September 13, 2019.
- 7. As of the date hereof, there is due, unpaid, and owing to Claimant, after allowing all credits, the principal sum of One Hundred Four Thousand Seven Hundred Twenty-Five and 00/100 Dollars (\$104,725.00), which principal amount bears interest at the statutory rate of ten (10) percent per annum. Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the amount of One Hundred Four Thousand Seven Hundred Twenty-Five and 00/100 Dollars (\$104,725.00), plus interest.

DATED: November 14, 2019

**New Tayler Glass, Doors & Metal Inc.,  
an Illinois Corporation**

By:

Nathaniel D. Lawrence  
Nathaniel D. Lawrence  
One of its Attorneys

**This document has been prepared by and  
after recording should be returned to:**

LAWRENCE & MORRIS  
Nathaniel D. Lawrence  
2835 N. Sheffield Ave., Suite 232  
Chicago, IL 60657

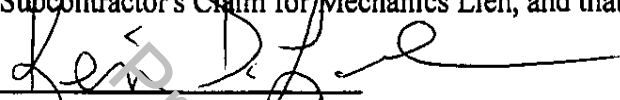
Permanent Release Estate Index Numbers: 17-21-101-011-0000  
17-21-101-014-0000  
17-21-101-039-0000  
17-21-101-040-0000  
17-21-101-041-0000  
17-21-101-042-0000

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## VERIFICATION

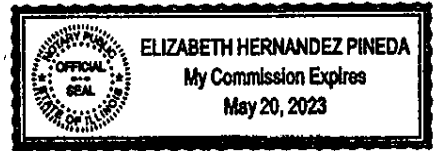
STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

Kevin D. Lane, being first duly sworn on oath, states that he is the President of Claimant, New Tayler Glass, Doors & Metal Inc., an Illinois Corporation, that he is authorized to sign this verification to the foregoing Subcontractor's Claim for Mechanics Lien, that he has read the Subcontractor's Claim for Mechanics Lien, and that the statements contained therein are true.

  
\_\_\_\_\_  
Kevin D. Lane, President

Subscribed and sworn to before me  
this 14<sup>th</sup> day of November, 2019

  
\_\_\_\_\_  
Notary Public  
My commission expires May 20, 2023



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**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

**EXHIBIT A**

**COOK COUNTY  
RECORDER OF DEEDS**

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## GLOBAL BUILDERS, INC.

### SUBCONTRACT AGREEMENT

Subcontractor:  
New Taylor Glass & Metal, Inc.  
6210 Madison Court  
Morton Grove, IL 60053

Date of Agreement: 04-23-2018

Perform Work At: 639 West Roosevelt Road  
Chicago, IL 60607

Job No.:

Owner: 635-647 W. Roosevelt Road, LLC

Subject to Retention of: 10%

Architect: WW Architects & Consulting, LLC

Subcontract Amount includes all Federal, State, Local and Municipal Taxes,  
as may be required by law.

Global Builders, Inc. ("Contractor") and Subcontractor hereby agree as follows:

Subcontractor's Work  
Windows and Doors

Subcontract Amount  
\$ 283,900.00

The following documents are attached and hereby expressly incorporated into this Agreement:

Exhibit A - Terms and Conditions; Exhibit B - Scope, Clarifications, Alternates and Unit Price; Exhibit C - Contract Documents; Exhibit D - Insurance Requirements; Exhibit E - Standard Operating Procedures; Exhibit F - Payment Schedule and Procedure; Exhibit G - Safety Schedule; Exhibit H - Project Schedules

By executing this Agreement, the Subcontractor certifies that it is familiar with all the terms of the Contract Documents, the site conditions of Project, and the climatic and physical conditions under which the Subcontractor's Work is to be performed, and enters into this Agreement based upon its investigation of all such matters and is not relying on any opinions or representations of the Contractor. The Subcontractor will complete all Work for the Subcontract Amount.

Subcontractor: New Taylor Glass & Metal, Inc.

By: [Signature]

Title: \_\_\_\_\_

Date: MAY 14, 2018

Global Builders, Inc.

By: [Signature]

Title: Project Manager

Date: May 15, 2018

Initials: [Signature]

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## Exhibit A – Terms and Conditions

### ARTICLE 1 – TERMS & CONDITIONS

1.1 Subcontractor's Work. Subcontractor shall perform all work and shall furnish all supervision, labor, materials, layout, hoisting, tools, equipment, supplies, shop drawings, samples, insurance and all other things necessary for the construction and completion of the work described above and work incidental thereto (collectively, the "Subcontractor's Work"), in strict accordance and full compliance with the Contract Documents (Unless otherwise specified, "Contract Documents," consist of this agreement, the Contract between the Owner and Contractor, or Prime Contract, and all conditions, specifications, drawings, and addendum thereto), and Modifications to the Contract Documents, and to the satisfaction of Contractor.

Subcontractor's Work is not limited by any titles on the drawings or headings in the specifications, it being the intention of the parties that all work customarily performed with Subcontractor's Work and required by the Contract Documents shall be performed by Subcontractor, including any and all items and services consistent with, contemplated by and reasonably inferable from the Contract Documents, whether or not such items and services are specifically mentioned therein.

1.2 Mutual Obligations. The Subcontractor assumes toward Contractor all the obligations, risks and responsibilities that Contractor by the Contract Documents, has assumed toward the Owner and the Subcontractor is bound to the Contractor by those obligations in the same manner as the Contractor is bound to the Owner. In addition to the Contractor's and remedies in this Agreement, Contractor shall also have the benefit of all rights and remedies against Subcontractor which Owner under the Contract Documents, has against the Contractor. However, Subcontractor's rights against Contractor (as opposed to Subcontractor's obligations, risks, responsibilities and limitations) shall be limited solely to the rights and remedies provided to Subcontractor under this Agreement without regard to any rights and remedies afforded by the Contract Documents.

Further, Subcontractor is not, and shall not, be deemed to be a third-party beneficiary of any of the Contract Documents or any other agreement relating to the Project. Upon the Subcontractor's written request the Contractor shall furnish a copy of any part of these documents and the Subcontractor agrees to reimburse the Contractor for the cost of reproduction.

1.3 Project Documents. Project Documents include but are not limited to Drawings identified in Exhibit C, clarifications or additional details or sketches issued by project Architect or Engineer, Specifications, approved submittals, and approved engineered shop drawings.

### ARTICLE 2 – SCHEDULE OF WORK

2.1 Time is of the Essence. Subcontractor will proceed with Subcontractor's Work in accordance with Contractor's schedules as amended by Contractor from time to time. Contractor shall have the right to direct the sequence and pace of Subcontractor's work, without monetary compensation to Subcontractor. Subcontractor shall supply sufficient labor, equipment and material to enable Contractor, Owner and all other subcontractors to complete the construction in the time required by the contract between the Owner and Contractor. The Subcontractor shall

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furnish to the contractor in such detail and as often as required, full reports of the progress of the Subcontractor's Work irrespective of the location of such work. TIME OF SUBCONTRACTOR'S PERFORMANCE IS OF THE ESSENCE.

2.2 Work Schedules. Subcontractor shall, immediately after the award of the subcontract, prepare and submit for contractor's information an estimated progress schedule for the Work in a form acceptable to Contractor. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work. This Schedule shall indicate the dates for the starting and completion of the various stages of the Work. This schedule shall be revised as required by the conditions of the Work, and shall be subject to Contractor's approval. Any delays in the progress schedule shall be presented at the project meetings and Contractor's receipt, review and/or acceptance of Subcontractor's schedules shall not constitute an amendment to this Agreement nor satisfy any notice requirements of this Agreement or of the Contract Documents.

2.3 Submittals. Subcontractor shall be responsible for and will prepare for performance of the Work, including without limitation thereto, the submission of shop drawings, samples, tests, field dimensions, determination of labor requirements, and ordering of materials as required to meet the Project schedule.

2.4 Owner-furnished Items. Subcontractor agrees to assist the Owner and Contractor in the expediting and tracking of the Owner-furnished items that Subcontractor is to install to insure that their delivery coincides with the project schedule.

## ARTICLE 3 – PAYMENT

3.1 Schedule of Values. The Subcontractor shall provide a schedule of values satisfactory to the Contractor and the Owner no more than fifteen (15) days from the date of execution of this Agreement. The format of the schedule of values shall be as provided for in the Contract Documents, or in the absence thereof, as directed by the Contractor.

3.2 Progress Payment Application. The Subcontractor's Progress Payment application shall be submitted to the Contractor in a form and with content and documentation acceptable to Contractor and Owner.

3.3 Retainage. Contractor may retain from Progress Payments an amount as stated in the Contract Documents, of sums otherwise due Subcontractor until Final Payment. Such retainage shall be in addition to such other sums which Contractor may have a right to withhold pursuant to this Agreement. Retainage is applicable to materials stored on and off-site.

3.4 Time of Application. The Subcontractor shall submit Progress Payment applications to the Contractor no later than the second day of each month for work performed up to and including the last day of the previous month or at such other regular dates as may be set forth by the Owner or Contractor.

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3.5 **Stored Materials.** Unless otherwise provided in the Contract Documents, and if approved in advance by the Owner, applications for payment may include materials and equipment not incorporated in the Subcontractor's Work but delivered and suitably stored at the site or at some other location agreed upon in writing. Approval of a payment application for such stored items on or off the site shall be conditioned upon submission by the Subcontractor of bills of sale and applicable insurance or such other procedures satisfactory to the Owner and Contractor and in accordance with the Contract Documents to establish the Owner's title to such materials and equipment or otherwise protect the Owner's and Contractor's interests therein, including transportation to the site. The risk of loss shall remain with the Subcontractor until final acceptance of the Project by the Owner.

3.6 **Time of Payment.** If Subcontractor is in compliance with this Subcontract and if, and only if, Owner pays Contractor, which is an express condition precedent to Contractor's duty to pay Subcontractor, Progress Payments shall be due to Subcontractor no later than ten (10) days after receipt of payment from Owner by Contractor provided Subcontractor remains in compliance with the terms of this Agreement. If the Contractor has provided a payment and performance bond for the project, the Subcontractor shall make no claim on this bond for payment due to the Subcontractor for which the Owner has not paid the Contractor and the Contractor's surety is an express third party beneficiary of this promise. No progress Payment made under this Agreement shall be considered an acceptance of Subcontractor's Work, in whole or in part.

3.7 **Unit Price Work.** Where this Agreement anticipates that the Work shall be paid for at an agreed rate per unit of Work in place, then the Subcontractor agrees that the unit prices stated herein shall represent full payment for the work covered including Subcontractor's overhead and profit and that the Owner, Engineer or Contractor may make a final and binding determination of the quantity of Work to be paid for.

3.8 **Architect/Engineer Verification.** Upon request, the Contractor shall give the Subcontractor authorization to obtain directly from the Architect/Engineer the percentage of completion certified for the Subcontractor's Work.

3.9 **Payment Use Restriction.** All payments made by Contractor to Subcontractor are made to, and accepted by Subcontractor as trustee for the benefit of Subcontractor's employees, material suppliers and lower tier subcontractors. All payments received by the Subcontractor shall first be used to satisfy or secure any indebtedness owed by the Subcontractor to a person furnishing labor or materials for use in performing or incorporation into the Subcontractor's Work. The Contractor shall have the right at all times to contact the Subcontractor's subcontractors and suppliers to ensure that the same are being paid by the Subcontractor for labor or materials furnished for use in performing the Subcontractor's Work. Subcontractor shall insure that all of its employees, employee benefits withholding taxes, and other applicable taxes are timely paid.

3.10 **Lien Waivers and Affidavits.** When required by the Contractor, and as a prerequisite for payment, the Subcontractor shall provide, in a form satisfactory to the Owner, Owner's lender, and the Contractor, lien or claim waivers and affidavits from the Subcontractor, and its subcontractors and suppliers for the completed Subcontractor's Work.

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Subcontractor shall indemnify, defend and hold Contractor, the Owner, the Project funds, Project site and Contractor's payment bond surety harmless from and against any claim for lien, lien, encumbrance, payment bond claim (collectively "Lien"), any suit to enforce or recover or foreclose upon a Lien, and from any costs, expenses, attorney's fees, consultants' fees and litigation costs incurred by Contractor in connection with any Lien, which arises in connection with Subcontractor's Work or is asserted by any of Subcontractor's subcontractors, suppliers, employees, sureties, creditors, labor unions, or laborers ("Subcontractor's Lien Costs).

Contractor may withhold from Subcontractor's Progress or Final Payment any Subcontractor's Lien Costs incurred or anticipated to be incurred to defend and discharge any Lien and Subcontractor shall reimburse Contractor for any Subcontractor's Lien Costs incurred to discharge or defend any Lien if not deducted from a Progress or Final Payment. Subcontractor shall also reimburse Contractor for any Subcontractor's Lien Costs paid under any Contractor's payment bond and all additional amounts paid by Contractor pursuant to any indemnity to Contractor's payment bond surety. This Paragraph is solely for the benefit of Contractor and Subcontractor and is not intended to benefit any persons or entities not parties to this Agreement including Subcontractor's surety, creditors, subcontractors or suppliers of any tier and creates no rights in them.

3.11 Subcontractor Payment Failure. In the event the Contractor has reason to believe that labor, material or other obligations incurred in the performance of the Subcontractor's Work are not being paid, the Contractor may take any steps Contractor deems necessary to insure that such obligations are paid including, but not limited to, issuance of checks jointly to Subcontractor and the person to whom Subcontractor owes an obligation, and direct payment of labor, labor unions (and their pension funds) and Subcontractor's subcontractors and suppliers unless Subcontractor: (i) supplies evidence to the satisfaction of the Contractor that such obligations have been satisfied; or (ii) Subcontractor provides a bond indemnifying the Owner, the Contractor, the Contractor's surety, if any, and the project site from such claims arising from such obligations.

3.12 Right of Set Off. Contractor may withhold amounts otherwise due under this Subcontract or any other agreement between the parties to cover Contractor's reasonable estimate of any costs or liability Contractor has incurred or may incur for which Subcontractor may be responsible under this agreement.

3.13 Final Payment Application. Upon acceptance of the Subcontractor's Work by the Owner, the Contractor, and if required by the Contract Documents, the Architect/Engineer, and upon the Subcontractor furnishing evidence of fulfillment of the Subcontractor's obligations, the Contractor shall forward the Subcontractor's application for Final Payment to Owner.

3.14 Final Payment Requirements. Before the Contractor shall be required to forward the Subcontractor's application for Final Payment to the Owner, the Subcontractor shall submit to the Contractor: (i) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontractor's Work for which the Owner or his property or the Contractor's surety might in any way be liable, have been paid or otherwise satisfied; (ii) consent of surety to final payment, if required; (iii) satisfaction of required close-out procedures and

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documentation; and (iv) other data if required by the Contractor or Owner, such as receipts, releases, and waivers of liens to the extent and in such form as may be designated by the Contractor or Owner.

Final Payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontractor's Work. All of Subcontractor's obligations pursuant to this Agreement shall be preserved notwithstanding final payment or termination of this Agreement.

## ARTICLE 4 – CHANGES, CLAIMS AND DELAYS

4.1 Changes. When the Contractor so orders in writing, the Subcontractor, without nullifying this Agreement, shall make any and all changes in the Work which are within the general scope of this Agreement. Adjustments in the Subcontract amount or Schedule of Work, if any, resulting from such changes shall be set forth in a Subcontract Change Order pursuant to the Contract Documents. No such adjustment shall be made for any such changes performed by the Subcontractor that have not been so ordered by the Contractor in writing. If any extra work is completed without a prior signed change order this work is gifted and no payment for this work will be due to the subcontractor. If the city, village, owner or anyone asks for extra work no payment will become due unless a signed written change order with a detailed cost breakdown be issued and signed prior to this work being completed. In no way will any extra money become due without prior written approval. If any extra is completed this work will be done at the subcontractors own cost and can't be billed against the contract without prior written approval from Global Builders Inc. No verbal agreement shall constitute an approval of a change order, only written approval. Any verbal agreement is hereby null and void and extra work done in a verbal agreement shall be gifted and subcontractor will not be due any extra money.

An express condition precedent to payment to Subcontractor on account of changes made or directed by Owner shall be that Contractor shall have received such payment from Owner for Subcontractor's changed Work. Each payment to Subcontractor on account of such change orders shall be equal to Subcontractor's allocable share of Contractor's payment from Owner for the change as determined by Contractor. In no event shall the profit percentage charged by the Subcontractor on a change order exceed the profit awarded to the Contractor by the Owner on the change order.

4.2 Changed Work at Time and Material. The Contractor may order changed work to be performed on a time and material basis by written notification to the Subcontractor. Upon receipt of such notice, Subcontractor will perform the work and will accept in full payment thereof an amount equal to the direct cost of labor and materials actually used to perform such changed work. The Subcontractor will keep written records of the labor, materials and equipment used to perform such changed work and will hand-deliver daily records supporting the costs to be paid to the Subcontractor for such work for written verification of work done to the Contractor's superintendent. The Subcontractor waives any right for compensation for work performed on a time and material basis on any day for which said records are not kept and submitted to Contractor's Superintendent for written verification.

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4.3 Claims. A "Claim" is a Subcontractor's demand or assertion seeking, as a matter of right, an increase in Subcontract Amount, an extension in the time for performance of Subcontractor's Work, or relief with respect to the terms of the Contract. All Claims must be made by written notice to the Contractor at least one (1) week prior to the beginning of the Subcontractor's Work or the date by which Contractor is obligated to give notice to the Owner with respect to such claim, or within one (1) week of the Subcontractor's first knowledge of the event, whichever shall first occur, otherwise, such claims shall be deemed waived. Pending final resolution of a Claim, unless otherwise agreed in writing, the Subcontractor shall proceed diligently with performance of the Subcontractor's Work and the Contractor shall continue to make payments in accordance with this Agreement.

4.4 Delay. If the progress of the Subcontractor's Work is substantially delayed, hindered or interfered with through no fault or responsibility of the Subcontractor, then the Contractor shall either (i) extend the time for the performance of Subcontractor's Work by Change Order, but such extension shall be limited to that amount of time which will enable Contractor to meet its obligation to Owner to complete the Project in accordance with the Contract Documents, or (ii) have the right to order Subcontractor to accelerate its Work with additional manpower and the expediting of materials. Subcontractor shall be obligated to pay for the costs of additional manpower and expediting material.

The Contractor shall not be liable to the Subcontractor for any damages or additional compensation as a consequence of delay, hindrance, interference or other similar event, caused the Contractor; by any act, negligence, or default of the Owner or Architect/Engineer; or by reason of fire, casualty, act of God or any other reason beyond the Contractor's control. It is expressly understood and agreed that the Subcontractor's sole and exclusive remedy for any delay, hindrance, interference or other similar event, shall be an extension in the time for performance of the Subcontractor's Work within timeframe that allows Contractor to meet its obligations to Owner in completion of the project.

4.5 Liquidated Damages. The Contractor will assess the Liquidated Damages against the Subcontractor at \$5,000 weekly rate once the Subcontractor passes the completion date provided in Exhibit B of this document. The amount of liquidated damages assessed shall not exceed the amount assessed against Contractor. Liquidated damages, as assessed against Contractor for Subcontractor's default, may be but one item of the actual damages that may be incurred by Contractor, and which the Contractor may assess against Subcontractor. The proportionate assessment of liquidated damages shall not limit Contractor's right to collect from Subcontractor the additional actual damages incurred by Contractor as a result of Subcontractor's delay or default.

## ARTICLE 5 – CONTRACTOR'S OBLIGATIONS

5.1 Site Resources. Subcontractor acknowledges that, in order for Contractor to coordinate and manage the work required by the Contract Documents, it will be necessary for Contractor to allocate site access and access to work areas, utilities, store space, and other characteristics of the Project site and the project work ("Site Resources") and certain trades may be given preference, at

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the discretion of Contractor, to Site Resources in order to maintain the optimum project schedule as determined by Contractor.

5.2 Authorized Representative. The Contractor shall designate one or more persons who shall be the Contractor's authorized representative(s) on-site and off-site. Such authorized representative(s) shall be the only person(s) the Subcontractor shall look to for instructions, orders and/or directions, except in an emergency.

5.3 Timely Communications. The Contractor shall transmit, with reasonable promptness, all submittals, transmittals, and written approvals relating to the Subcontractor's Work.

## ARTICLE 6 – SUBCONTRACTOR'S OBLIGATIONS

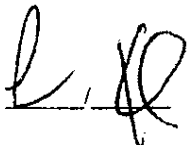
6.1 Temporary Services. The Subcontractor shall furnish all temporary services and/or facilities necessary to perform its work, except as otherwise provided in this Agreement.

6.2 Coordination. Subcontractor will coordinate Subcontractor's Work with the work of Contractor, other subcontractors, and the Owner's separate contractors or employees, if any, so that no delays, obstruction, disruption or interference will occur in completion of any part or all of the Project or Contractor's Work or the work of other of Contractor's subcontractors or Owner's separate contractors or employees. Subcontractor shall determine whether the work of other subcontractors or of Owner is completed and without defect or variance from the Contract Documents in work of other subcontractors or of Owner's separate contractors or employees surrounding, adjacent to or to underlie Subcontractor's Work, Subcontractor shall give prompt notice to Contractor of such defect. Subcontractor shall be liable for the costs to replace, modify or correct, or for the correction, replacement or modification at Subcontractor's own cost, of any of Subcontractor's Work or any other work required as a result of the Subcontractor's failure to give such prompt notice to Contractor.

6.3 Authorized Representative/Meetings. The Subcontractor shall designate one or more persons acceptable to the Contractor who shall be the Subcontractor's Authorized Representative(s) both on-site and off-site. Such authorized representative(s) shall be the only person(s) to whom the Contractor shall issue instructions, orders or directions, except in an emergency. The Authorized Representative shall attend meetings which may be held at such place and on such intervals as the Contractor designates and shall be capable of committing the Subcontractor to actions as agreed in these meetings.

6.4 Clean-up. The Subcontractor shall follow the Contractor's clean-up directions; and, (i) at all times keep the building and site free from debris resulting from the Subcontractor's Work; (ii) store material and equipment in an orderly manner; and (iii) broom clean each floor area prior to discontinuing work in that area. If the Subcontractor fails to commence clean-up duties within 24 hours after receipt from the Contractor of written notice of noncompliance, the Contractor may implement clean-up measures without further notice and deduct the cost thereof from any amounts due or to become due the Subcontractor.

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6.5 Permits, Fees and Licenses. The Subcontractor warrants that it possesses all licenses required to perform the Subcontractor's Work. The Subcontractor shall give adequate notices to authorities pertaining to the Subcontractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections, tests and taxes specifically related to the Subcontractor's Work. The Subcontractor shall immediately notify the Contractor of any deficiency reported by inspection authorities, or denial of applicable permits, licenses, certificates of testing, inspection and occupancy. Upon request of the Contractor, the Subcontractor shall present applicable documentation to the Contractor.

6.6 Project Records. The Subcontractor shall prepare and submit to Contractor shop drawings and other submittals as may be necessary to describe the details and construction of the Subcontractor's Work. Approval of these submittals by Contractor will not relieve Subcontractor of its obligation to perform the Work in strict compliance with the plans and/or specifications or the proper matching and fitting of the contiguous work. Subcontractor shall maintain and upon the request of Contractor, produce the manpower count and a brief description of the Subcontractor's Work that was performed on the previous days.

## ARTICLE 7 – SUBCONTRACT PROVISIONS

7.1 Assignment. Subcontractor shall submit a list of proposed sub-subcontractors and material suppliers to the Contractor. The Subcontractor shall not assign this Agreement nor its proceeds nor subcontract the whole nor any part of the Subcontractor's Work without prior approval of the Contractor which shall not be unreasonably withheld.

7.2 Layout Responsibility. The Subcontractor shall lay out and be strictly responsible for the accuracy of the Subcontractor's Work. The Subcontractor shall exercise prudence so that actual final conditions and details shall result in proper alignment of finished surfaces.

7.3 Workmanship. All workmanship shall be of the best of its several kinds, and all materials used in the Subcontractor's Work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the work, and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

7.4 Materials Furnished By Others. In the event the scope of the Subcontractor's Work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided and thereupon handle, store and install the items with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to the acts or omissions of the Subcontractor shall be deducted from any amounts due or to become due to the Subcontractor.

7.5 Deliveries. Subcontractor is to schedule all deliveries of materials and equipment with Contractor's on-site superintendent a minimum of forty-eight (48) hours in advance, and be prepared to receive and unload said deliveries on site. If the foregoing notification requirements are not adhered to, Contractor reserves the right to refuse, warehouse or return to the carrier the shipment in question. In this case, all costs incurred by Contractor for handling, storage, and

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protection of said materials and equipment shall be reimbursed by Subcontractor. In the event Contractor chooses to accept the delivery on Subcontractor's behalf, the signature of an employee acknowledging the receipt of such material shall not constitute acceptance of the contents, until an actual inspection of the material has been conducted by Subcontractor. In addition, Contractor does not accept any responsibility or liability in regards to verifying quantities, type of materials and safety of said deliveries.

7.6 Substitutions. No substitutions shall be made in the Subcontractor's Work unless permitted in the Contract Documents and only then upon the Subcontractor first receiving all approvals required under the Contract Documents for substitutions. In the event a substitution results in additional costs to the Contractor and/or other subcontractors, Subcontractor shall be responsible for such additional costs.

7.7 Provision for Inspection. The Subcontractor shall notify the Contractor when portions of the Subcontractor's Work are ready for inspection or testing. The Subcontractor shall at all times furnish the Contractor and its representatives adequate facilities for inspecting or testing materials at the site or any place where materials under this Agreement may be in the course of preparation, process, manufacture or treatment. Subcontractor shall promptly replace or correct any Subcontractor's Work which Contractor or the Owner shall reject as failing to conform to the requirements of this Agreement.

7.8 Use of Contractor's Equipment. The Subcontractor, its agents, employees, subcontractors or suppliers shall not use the Contractor's equipment without the express written permission of the Contractor's designated representative.

7.9 Privity. Until final completion of the Project, the Subcontractor agrees not to perform any work directly for the Owner or any tenants thereof, or deal directly with the Owner's representatives in connection with the Project, unless otherwise directed in writing by the Contractor. All work for this Project performed by the Subcontractor shall be processed and handled exclusively by the Contractor.

7.10 Protection of the Work. The Subcontractor shall take necessary precautions to properly protect the Subcontractor's work and the work, property or materials of the Owner, the Contractor or other subcontractors from damage caused by the Subcontractor's operations. If the Subcontractor causes damage to the work or property of the Owner, the Contractor or other subcontractors, the Subcontractor shall promptly remedy such damage to the satisfaction of the Contractor, or the Contractor may so remedy and deduct the cost thereof from any amounts due or to become due the Subcontractor. The Subcontractor shall have primary responsibility and liability for any damages or losses which may be incurred.

7.11 Warranty Provisions. The Subcontractor warrants its Work against all deficiencies and defects in materials and/or workmanship and as called for in the Contract Documents. The Subcontractor agrees to satisfy such warranty obligations which appear with in the guarantee or warranty period established in the Contract Documents without cost to the Owner or the Contractor. If no guarantee or warranty is required of the Contractor in the Contract Documents, then the Subcontractor shall guarantee or warranty its Work as described above for the period of

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one year from the date(s) of substantial completion of all or a designated portion of the Subcontractor's Work or acceptance or use by the Contractor or Owner of designated equipment, whichever is sooner. The Subcontractor further agrees to execute any special guarantees or warranties required in the Contract Documents for the Subcontractor's Work.

7.12 Safety. The Subcontractor agrees to comply with the Occupational Safety and Health Act of 1970, as later amended, in the performance of the Subcontractor's Work, and further agrees to abide by and comply with all regulations issued under this Act. In the event the Subcontractor is cited for violations, Subcontractor shall be responsible for all penalties assessed against the Subcontractor. In the event the Contractor is cited or penalized due to the Subcontractor's actions or failure to comply with the Occupational Safety and Health Act, Subcontractor shall hold the Contractor harmless from any costs, expenses, suits, penalties or damages (including legal fees and costs) arising from any such citations or penalties and such sums shall be deducted from amounts due under the Subcontract. Subcontractor shall not be held liable for violations of the Contractor provided the Subcontractor has no liability.

In addition to safety requirements imposed by law, Subcontractor shall comply with all safety requirements imposed by Contractor, Owner or the Architect/Engineer and will conduct operations in a safe manner. Subcontractor shall be liable to Contractor for any additional costs, fines and penalties Contractor incurs as a result of Subcontractor's failure to operate safely. Contractor may conduct safety inspections from time to time. Such inspections shall not relieve Subcontractor from Subcontractor's obligations to adhere to safety requirements nor shall such inspections create any Contractor liability.

If the Subcontractor or any of its subcontractors or any employees thereof fail to comply with a request to work in a safe manner or correct an unsafe condition, the Contractor may withhold payments and/or correct the safety deficiency at the Subcontractor's expense and/or require that unsafe employees be removed from the project site.

7.13 Compliance with Laws. The Subcontractor agrees to be bound by, and at its own cost, comply with all federal state and local laws, ordinances and regulations (hereinafter collectively referred to as "Laws") applicable to the Subcontractor's Work including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, provisions of Executive Order 11246, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the Rehabilitation Act of 1973, such implementing rules and regulations as may be established by the Secretary of Labor, safety and all other Laws with which the Contractor must comply according to the Contract Documents.

## ARTICLE 8 – RECOURSE BY CONTRACTOR

8.1 Failure of Performance. If the Subcontractor refuses or fails to supply enough properly skilled workers, proper materials, or maintain the Schedule of Work, or it fails to make prompt payment for its workers, subcontractors or suppliers, disregards Laws or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, and fails within seventy-two (72) hours after receipt of written notice (confirmed facsimile transmission shall constitute sufficient notice) to commence and continue satisfactory

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correction of such default with diligence and promptness, the Contractor, without prejudice to any rights or remedies, shall have the right to any or all of the following remedies:

(i) supply such number of workers and quantity of materials, equipment and other facilities as the Contractor deems necessary for the completion of the Subcontractor's Work, or any part thereof which the Subcontractor has failed to complete or perform after the aforesaid notice, and charge the cost thereof to the Subcontractor, who shall be liable for the payment of same including reasonable overhead, profit and attorney's fees; (ii) contract with one or more additional contractors to perform such part of the Subcontractor's Work as the Contractor shall determine will provide the most expeditious completion of the total Work and charge the cost thereof to the Subcontractor; and/or (iii) withhold payment of any moneys due the Subcontractor pending corrective action to the extent required by and to the satisfaction of the Contractor and the Architect/Engineer. In the event of an emergency affecting the safety of persons or property, the Contractor may proceed as outlined above without notice.

8.2 Failure of Performance-Termination. If the Subcontractor fails to commence and satisfactorily continue correction of a default within seventy-two (72) hours after the notice is issued under Paragraph 8.1, then the Contractor may, in lieu of or in addition to the remedies provided therein, terminate this Agreement and use any materials, implements, equipment, appliances or tools furnished by or belonging to the Subcontractor to complete the Subcontractor's Work. The Contractor also may furnish these materials, equipment and/or employ such workers or subcontractors as the Contractor deems necessary to maintain the orderly progress of the work.

All of the costs incurred by the Contractor in so performing the Subcontractor's Work, including reasonable overhead, profit, liquidated or consequential damages, and attorney's fees, shall be deducted from any moneys due or to become due the Subcontractor. The Subcontractor shall be liable for the payment of any amount by which such expenses may exceed the unpaid balance of the Subcontract Amount.

8.3 Bankruptcy-Termination Absent Cure. Upon the appointment of a receiver for the Subcontractor or upon the Subcontractor making an assignment for the benefit of creditors, the Contractor may terminate this Agreement after seventy-two (72) hours written notice to the Subcontractor.

If any order for relief is entered under the bankruptcy code with respect to the Subcontractor, the Contractor may terminate this Agreement by giving seventy-two (72) hours written notice to the Subcontractor, its trustee, or its surety, if any, unless the Subcontractor, the surety, or the trustee: (i) promptly cures all defaults; (ii) provides adequate assurances of future performance; (iii) compensates the Contractor for actual pecuniary loss resulting from such defaults; AND (iv) assumes the obligations of the Subcontractor within the statutory time limits. Contractor need not consent to assumption or assignment of this Agreement because of the liquidated damages and other liabilities to which Contractor may be exposed.

8.4 Bankruptcy-Interim Remedies. If the Subcontractor is not performing in accordance with the Schedule of Work at the time of entering an order for relief, or at any subsequent time, the Contractor, while awaiting the decision of the Subcontractor or its trustee to reject or to accept this

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Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Article as are reasonably necessary to maintain the Contractor's Schedule.

The Contractor may offset against any sums due or to become due the Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit and attorney's fees. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Amount.

8.5 **Suspension/Termination by Owner.** Should the Owner suspend or terminate the Contractor's Work or any part of the Contractor's Work which includes the Subcontractor's Work, the Contractor shall so notify the Subcontractor in writing and upon receipt of said notice, this Agreement shall also be suspended or terminated respectively and the Subcontractor shall immediately stop the Subcontractor's Work. In the event of such Owner suspension or termination, the Contractor's liability to the Subcontractor is limited to the extent of the Contractor's recovery on the Subcontractor's behalf.

8.6 **Termination for Convenience.** Contractor shall have the right to terminate for convenience Subcontractor's performance of all or a part of the Subcontractor's Work by providing Subcontractor with a written notice of termination of convenience which shall be effective upon receipt by Subcontractor. If Contractor's contract with Owner has not been terminated and the Subcontractor is not in default on any provision of this Agreement, Subcontractor shall be paid the reasonable value of Subcontractor's Work performed prior to termination plus reasonable direct close-out costs, if any, and when payment therefore is received by Contractor from Owner, but in no event shall Subcontractor be entitled to unabsorbed overhead, lost profits, or damages of any kind.

8.7 **Wrongful Exercise of Termination.** If Contractor wrongfully exercises Contractor's remedy options under this Article, that action shall be treated as a defective change. If Contractor wrongfully exercises Contractor's termination options under this Article, that termination for default shall be considered a termination for Contractor's convenience and Subcontractor shall be entitled to the applicable compensation provided in Paragraph 8.6 of this Agreement. Subcontractor's remedies under this Paragraph shall be exclusive.

8.8 **Conditional Assignment.** Subcontractor, by execution of this Agreement contingently assigns to Contractor all Subcontractor's subcontracts and purchase orders relating to the Project. The assignment of each of Subcontractor's subcontracts and purchase orders shall take effect only upon Subcontractor's termination for default under this Article and Contractor's affirmative acceptance of the assignment of the specific subcontract or purchase order by written notice to Subcontractor and Subcontractor's subcontractor or material supplier.

Contractor shall have no liability to any of Subcontractor's subcontractors or material suppliers unless and until Contractor affirmatively accepts the assignment as provided above and then such liability shall relate to work performed and material or supplies ordered only from the date of Contractor's acceptance of the assignment after Subcontractor's termination.

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8.9 Contractor's Rights Survive Termination. Termination of this Agreement by Contractor or abandonment by Subcontractor shall not relieve Subcontractor from Subcontractor's obligations in connection with Subcontractor's Work performed prior to termination or abandonment nor will such termination or abandonment abrogate any obligations of Subcontractor under, or rights or remedies afforded to Contractor by this Agreement or the Contract Documents including without limitation, Subcontractor's indemnity obligation.

## ARTICLE 9 -- INDEMNIFICATION

9.1 Indemnification. To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless the Contractor, Owner, Architect/Engineer, their parents, members, subsidiaries, related corporations and any other entity as provided in the Contract Documents (hereinafter "Indemnified Parties") and agents and employees of any of them from and against claims, damages, losses and expenses, including but limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, but only to the extent caused or alleged to be caused in whole or in any part by the negligent acts or omissions of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

9.2 No Limitation upon Liability. In any and all claims against the Indemnified Parties, by any employees of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation under Paragraph 9.1 shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

9.3 Additional Indemnification. Subcontractor shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorneys', consultants', and experts' fees as a result of Subcontractor's actual or alleged failure to perform this Subcontract in accordance with the terms of this Agreement and the Contract Documents. The foregoing obligations of Subcontractor shall include, but are not limited to, indemnifying, defending and holding harmless from claims made by third parties against any indemnified Party. Subcontractor's liability includes, but is not limited to, (i) damages and other delay costs payable by Contractor; (ii) Contractor's increased costs of performance, such as extended overhead and increased performance costs resulting from Subcontractor caused delays or omitted or defective Subcontractor's Work; (iii) warranty, rework and repair costs; (iv) liability to third parties, including, but not limited to, other subcontractors of Contractor and Owner's contractors; (v) excess procurement costs; (vi) costs to obtain a substitute subcontractor or costs incurred to demand and ensure performance of Subcontractor's surety in the event of Subcontractor default;

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(vii) consultants; and experts; fees; and (viii) attorneys' fees and related costs. Subcontractor's actual or alleged failure to perform shall include the actual or alleged failure of Subcontractor's lower-tier subcontractors or suppliers to perform. The foregoing indemnity shall also be an obligation of Subcontractor's performance bond surety provided, however, the existence or non-existence of a performance or payment bond shall in no way limit or condition Contractor's right of indemnity or remedies against Subcontractor nor shall it limit Subcontractor's responsibilities hereunder.

9.4 **Indemnity for Equipment Utilized.** In the event that Subcontractor or any of Subcontractor's agents, employees, suppliers, or lower-tier subcontractors utilize any machinery, equipment, tools, ladders, scaffolding, hoists, lifts or similar items belonging to or under the control of any of the Indemnified Parties, Subcontractor agrees to indemnify, defend and save harmless the Indemnified Parties from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorneys', consultants' and experts' fees, arising out of such use, except to the extent such loss or damage shall be caused by the negligence of any of the Indemnified Parties from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorneys', consultants' and experts' fees, arising out of such use, except to the extent such loss or damage shall be caused by the negligence of any of the Indemnified Parties' employees operating any of the Indemnified Party-owned or Indemnified Party-leased equipment.

9.5 **Patents.** Except as otherwise provided by the Contract Documents, the Subcontractor shall pay all royalties and license fees which may be due on the inclusion of any patented materials in the Subcontractor's Work. The Subcontractor shall defend all suits for claims for infringement of any patent rights arising out of the Subcontractor's Work which may be brought against the Contractor or Owner, and shall be liable to the Contractor and Owner for all loss, including all costs, expenses, and attorney's fees.

9.6 **Work.** Subcontractor hereby assumes the entire responsibility and liability for all work, supervision, labor and materials provided hereunder, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Subcontractor until final acceptance of Subcontractor's Work by the Owner as defined by the Contract Documents. In the event of any loss, damage or destruction thereof from any cause, Subcontractor shall be liable therefore, and shall repair, rebuild and make good said loss, damage or destruction at Subcontractor's sole cost.

9.7 **Duty to Defend.** Subcontractor shall: (i) at Subcontractor's own cost, expense and risk, defend all claims defined in this Article that may be brought or instituted by third persons, including, but limited to, governmental, state, or local agencies, or employees of the Subcontractor against the Contractor or the Owner or their agents or employees or any of them; (ii) pay and satisfy any judgment or decree that may be rendered against the Contractor or the Owner or their agents or employees, or any of them arising out of any such claim; and, (iii) reimburse the Contractor or the Owner or their agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity granted in this Article.

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9.8 Indemnification Independent from Insurance. Subcontractor's indemnification obligations are independent from, and not limited in any manner by the Subcontractor's insurance coverage required by Article 10.

## ARTICLE 10 – INSURANCE

10.1 Subcontractor's Insurance. Prior to start of the Subcontractor's Work, the Subcontractor shall procure for the Subcontractor's Work and maintain in force Worker's Compensation and Employer's Liability Insurance, Automobile Liability Insurance, Commercial General Liability Insurance and all insurance required of the Subcontractor under the Contract Documents. Evidence of required insurance shall be furnished to the Contractor Prior to the commencement of the Work.

The Contractor (its parents, subsidiaries, and related corporations), Owner and Architect/Engineer, and others as provided in the Contract Documents, shall be named as Additional Insured on each of these policies except for Worker's Compensation. Failure by the Contractor to request Subcontractor to fulfill this requirement is not a waiver of this requirement. Subcontractor's insurance policies shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insured. Any such insurance maintained by an Additional Insured shall be excess of that maintained by Subcontractor. Each liability policy of Subcontractor shall contain a "separation of insureds" provision stating that, except for limits of liability, the policies shall operate as though separate policies had been issued to each insured.

Subcontractor may provide the coverage required herein through the use of a primary liability policy or through a combination of primary liability and umbrella liability policies. However, the total limit of liability shall not be less than the limits set forth in the Contract Documents or greater if required by law.

Commercial General Liability Insurance shall include as minimum coverage: (i) Premises – Operations Liability; (ii) Products and Completed Operations Liability; (iii) Broad Form Property Damage Liability; (iv) Blanket Contractual covering indemnity obligation herein; (v) Personal Injury Liability, with Employment Exclusion deleted; (vi) Property Damage Liability Insurance shall provide "X, C, and U" (explosion, collapse, and underground hazard) coverage as applicable; (vii) Products and Completed Operations; (viii) Cross-Liability Extension endorsement; and, (ix) Incidental Professional Design Liability coverage.

10.2 Cancellation, Renewal or Modification. The Subcontractor shall maintain in effect all insurance coverage required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the Contractor. Coverage shall be maintained without interruption until date of Final Payment, except for Products and Completed Operations coverage which shall be maintained for three years after Final Payment.

All insurance policies shall contain a provision that the coverage afforded there under shall not be canceled or neither renewed, nor restrictive modifications added, until at least thirty (30) days prior

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written notice has been given to the Contractor unless otherwise specifically required in the Contract Documents.

Certificates of Insurance, or certified copies of policies acceptable to the Contractor shall be filed with the Contractor prior to the commencement of the Subcontractor's Work. Contractor's failure to request a Certificate of Insurance shall not be a waiver of Subcontractor's duty to procure insurance.

In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, the Contractor may purchase such coverage and charge the expense thereof to the Subcontractor, or terminate this Agreement.

10.3 Property Insurance. The Contractor and Subcontractor waive all rights against each other and the Owner, the Architect/Engineer, separate contractors, and all Other Subcontractors for loss or damage to the extent covered by Builder's Risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance.

Loss or damage which is not covered by builder's risk or other property or equipment insurance and deductibles or self insured retention amounts shall be borne by the Subcontractor in proportion the extent of Subcontractor's loss or damage in comparison to the total loss or damage of the underlying occurrence.

10.4 Carrier Qualifications. All insurance policies purchased shall be maintained with insurance companies licensed to do business in the state where the project is located and shall have a policyholder rating of "A" or better in the most current Best's Key Rating Guide.

## ARTICLE 11 – DISPUTE RESOLUTION

11.1 Law and Effect. This Agreement shall be governed by the law of the state in which the Project is situated. The Subcontractor hereby agrees to accept jurisdiction of and service of process in the state in which the Project is situated and any action or proceeding under or in connection with this Subcontract shall be brought in the county in which the Project is situated. In the event of any dispute involving this Agreement or the Subcontractor's Work performed or to be performed, or any claims of Subcontractor, Subcontractor shall continue to perform the Subcontractor's Work without interruption, deficiency or delay in a diligent manner. Further, Subcontractor hereby waives its right to a trial by jury in any and all disputes or claims arising out of or in relation to this Agreement. Subcontractor agrees to make these conditions a part of each contract for materials, supplies, labor or equipment entered into by Subcontractor in regard to the Work.

11.2 Arbitration. Any controversy or claim of Contractor against Subcontractor or Subcontractor against Contractor shall, at the option of Contractor, be resolved by arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association in effect on the date on which the demand for arbitration is made. Subcontractor hereby irrevocably submits to the jurisdiction of the federal and state courts located in the state of the Project for the purpose of proceedings with respect to the arbitration. Subcontractor hereby waives

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to the fullest extent permitted by law any objection that they may now or may hereafter have to having arbitration proceedings conducted in the state in which the Project is located, including any claim that it is an inconvenient forum for such arbitration or court proceedings.

The award rendered by the arbitrator(s) shall be conclusive and binding upon the parties and shall be enforceable in any court of competent jurisdiction of any Contracting State pursuant to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (330 UNTS 3; 9 U.S.C. 201, et seq.).

11.3 **Owner Related Disputes.** In case of any dispute between Contractor and Subcontractor in any way relating to or arising from any act or omission of the Owner or Architect/Engineer or involving the Contract Documents, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to Owner, by the terms of the Contract Documents, and by any and all preliminary and final decisions, determinations or agreements made by or between Contractor, Architect/Engineer or Owner or so authorized in the Contract Documents or by the court or arbitrator designated in the Contract Documents whether or not Subcontractor is a party to such agreement or proceeding. Contractor shall not be liable to Subcontractor in excess of any sum actually received from Owner on behalf of Subcontractor.

Contractor may, at Contractor's option, (i) present to the Architect/Engineer, the Owner, or any court or arbitrator, in Contractor's name, or (ii) authorize Subcontractor to present to Architect/Engineer, the Owner, or any court or arbitrator in Contractor's name, all of Subcontractor's claims, and to answer the claims of Architect/Engineer or the Owner involving Subcontractor or Subcontractor's Work. If such dispute is prosecuted or defended by Contractor, the Subcontractor, at Subcontractor's own expense, agrees to furnish all documents, statements, witnessed, and other information required by Contractor and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute including, without limitation, attorneys', experts' and consultants' fees.

## ARTICLE 12 – MISCELLANEOUS PROVISIONS

12.1 **Inconsistencies and Omissions.** The drawings, specifications, and other Contract Documents shall be construed as supplementing one another. Any of the Subcontractor's work shown in the specifications and not on the drawings, or shown on the drawings and not in the specifications shall be performed by the Subcontractor as part of this Agreement. Dimensions given on the drawings and the specifications are approximations only, and the Subcontractor shall take such measures at the project site as will insure the proper matching and fitting of the work covered by this Agreement with contiguous work.

Subcontractor has reviewed the Contract Documents in advance of the execution of this Agreement. Any error, ambiguity, inconsistency or omission therein, of which Subcontractor had, or should have had knowledge may not be a basis for an increase in the Subcontract Amount or time to perform the Subcontractor's Work. If inconsistencies or omissions exist in the Contract Documents, of which Subcontractor did not have, and should not have knowledge before execution of this Agreement, it shall be the duty of the Subcontractor to notify Contractor in writing thereof

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within seventy-two (72) hours of the discovery of such inconsistencies or omissions. Upon receipt of said notice, Contractor shall instruct Subcontractor as to the actions to be taken.

12.2 Severability and Waiver. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

12.3 Interpretation. In the event of a conflict between or among modifications to any of the body of this Agreement, any exhibit thereto or a Contract Document, the later in date shall prevail; in the event of a conflict between or among the terms of this Agreement, the higher standard, shorter notice period or greater requirement for Subcontractor shall prevail; and in the event of a conflict between or among the terms of the Contract Documents, the higher standard, shorter notice period, or greater requirement for Subcontractor shall prevail.

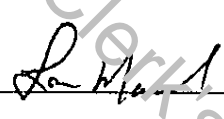
12.4 Titles. The titles given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

12.5 Entire Agreement. This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written

Subcontractor: New Tayler Glass & Metal, Inc

Contractor: Global Builders, Inc.

By: 


By: 

Title: \_\_\_\_\_

Title: Project Manager

Date: May 14th, 2018

Date: May 15, 2018

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## Exhibit B

### Scope of Work

#### Contract Includes The Following:

- Subcontractor to provide all labor, supervision, equipment, lifts, tools, scaffolds, appliances, materials, services, insurance and all other things necessary to complete the work described herein in accordance with this Project Documents and the Contract Documents including specifically but not limited to all plans, specifications, municipality requirements, and the Scope of Work detailed herein. Discrepancies between this Scope of Work and the plans and specifications are to be brought to the attention of Contractor immediately. Failure to do so forfeits the Subcontractors ability to charge additional for it at a later date. Before starting any work, Subcontractor is responsible for verifying all existing conditions that impact their work. If conditions exist that prevent them from completing their work in a satisfactory way, it is to be brought to the attention of Contractor immediately. Failure to do so forfeits the Subcontractors ability to charge Contractor additional for having to redo this portion of work at a later date.
- Provide for any and/or all submittal requirements, including specifically but not limited to all shop drawings, product data, coordination drawings, etc. as requested by Contractor, as specified as required. The subcontractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Should the subcontractor or sub-subcontractor install, construct, erect or perform any portion of the Work without approval of any required submittal, the subcontractor shall bear the responsibility for any costs and/or delays caused thereby, including but not limited to removal, replacement and/or correction of any and all items, materials and/or labor. The work shall be in accordance with approved submittals except that the subcontractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order has been issued authorizing deviation. The subcontractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.
- Provide for any and/or all spare parts / attic stock requirements indicated in the contract documents as specified as required.
- Provide for all owner training and/or operation and maintenance manuals as specified and/or as requested by Contractor.
- Subcontractor shall provide Contractor all required product data, shop drawings, samples for approval, and/or product certifications as required in the specifications and/or as required to meet the project schedule.
- Provide for all layout and field measurement etc. as required.
- It is the intent of this subcontract agreement to provide the Owner with complete operable systems/subsystems, as applicable to your scope of work as described herein. Any and/or all Work or incidental work necessary to provide the Owner with a complete system, whether or not specifically identified herein, shall be considered inclusive of this subcontract agreement.

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## Windows and Doors

- Furnish and install necessary labor and materials in accordance with local codes and Project Documents.
- Create, submit and receive approved shop drawings and design as required by local municipality.
- All material, design and installation work shall be in accordance with all requirements governing state and local codes.
- Provide all lifts and tools required to complete the work.
- Metal at openings shall be 2"x 6" thermally broken "heavy wall" aluminum with dark bronze anodized finish
- Glazing shall be 1" insulated clear (tempered where required by code).

## Rough Opening Sizes

- AT MAIN ENTRANCE DOOR 17: (1 THUS) - R.O SIZE - 126" X 132" - INCLUDES (1) STANDARD PAIR OF 6'0" X 7'0" NARROW STILE DOOR WITH TRANSOM, 10" BOTTOM RAIL, SURFACE MOUNTED CLOSER, OFFSET PIVOT HINGE, TUBULAR PULL/PUSH, THRESHOLD, SWEEP AND WEATHERSTRIPPING.
- AT MAIN ENTRANCE DOOR 18,19,20 AND 21: (4 THUS) - R.O SIZE - 66" X 132" - INCLUDES (1) STANDARD 3'0" X 7'0" NARROW STILE DOOR WITH CONTINUOUS TRANSOM, 10" BOTTOM RAIL, SURFACE MOUNTED CLOSER, OFFSET PIVOT HINGE, TUBULAR PULL/PUSH, THRESHOLD, SWEEP AND WEATHERSTRIPPING.
- AT DOOR SIDE PANEL TYPE G: (6 THUS) - R.O SIZE - 42" X 132"
- WINDOW TYPE F: (4 THUS) - R.O SIZE - 144" X 108"
- WINDOW TYPE H: (1 THUS) - R.O SIZE - 213-7/8" X 108"
- WINDOW TYPE I: (1 THUS) - R.O SIZE - 224" X 108"
- WINDOW TYPE A: (11 THUS) - R.O SIZE - 276" X 132"
- WINDOW TYPE B: (6 THUS) - R.O SIZE - 209-15/16" X 132"
- WINDOW TYPE B-1: (1 THUS) - R.O SIZE - 209-15/16" X 108"
- WINDOW TYPE C: (2 THUS) - R.O SIZE - 384" X 132"
- WINDOW TYPE D: (2 THUS) - R.O SIZE - 467-15/16" X 132"
- WINDOW TYPE D-1: (1 THUS) - R.O SIZE - 467-15/16" X 108"
- WINDOW TYPE E: (2 THUS) - R.O SIZE - 138" X 132"

\* Square, plumb, & Level openings provided by others.

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*Handwritten initials: L, RL*

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## Exhibit C

### Contract Documents

DRAWING	DESCRIPTION
<b>ARCHITECTURAL</b>	
A1.0	TITLE SHEET
A2.0	BASEMENT FLOOR PLAN
A2.01	FIRST FLOOR PLAN
A2.02	SECOND FLOOR PLAN
A2.03	THIRD FLOOR PLAN
A2.04	ROOF FLOOR PLAN
A3.0	NORTH & WEST ELEVATION
A3.01	SOUTH & EAST ELEVATION
A4.0	BUILDING SECTIONS
<b>STRUCTURAL</b>	
S1-1	STRUCTURAL GENERAL NOTES
S2-1	CAISSON LAYOUT
S2-2	FOUNDATION AND BASEMENT PLAN
S2-3	FIRST FLOOR FRAMING PLAN
S2-4	SECOND FLOOR FRAMING PLAN
S2-5	THIRD FLOOR FRAMING PLAN
S2-6	ROOF FRAMING PLAN
S3-1	FOUNDATION SECTIONS AND DETAILS
S3-2	FOUNDATION SECTIONS AND DETAILS
S3-4	STEEL FRAMING DETAILS
S3-5	STEEL FRAMING DETAILS
S3-6	COLUMN SCHEDULE AND DETAILS
S3-7	SHEAR WALL SCHEDULE AND DETAILS
S4-1	BUILDING SECTIONS

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## EXHIBIT D

### SCHEDULE OF INSURANCE

Notwithstanding anything contained in the Contract or AIA Document A232-2009, the Subcontractor shall procure and maintain in effect until final completion of the Work, or such longer periods as may be required, the insurance coverages protecting Subcontractor, Owner, and Global Builders, Inc. with an AM Best Rating of A VIII or higher and contain coverages described below.

**Worker's Compensation and Employer's Liability Insurance.** Worker's Compensation Insurance with statutory benefits and limits which shall fully comply with all State and Federal requirements applying to this insurance; which shall include Broad Form all states and voluntary compensation endorsements. Limits of Liability Not Less Than:

- \$1,000,000.00 Each Accident
- \$1,000,000.00 Each Employee
- \$1,000,000.00 Each Policy Limit Disease

**Business Automobile Liability Insurance.** Automobile Liability Insurance in the Subcontractor's name including owned, non-owned, leased and hired motor vehicle coverage. Limits of Liability shall not be less than \$1,000,000.00 with combined single limit per occurrence for bodily injury and property damage.

**Commercial General Liability Insurance.** Commercial General Liability Insurance in the Subcontractor's name written on an Occurrence Form with including Contractual Liability. Limits of Liability Not Less Than:

- \$2,000,000.00 General Aggregate
- \$2,000,000.00 Products and Completed Operations Aggregate
- \$1,000,000.00 Personal and Advertising Injury
- \$1,000,000.00 Each Occurrence

**Umbrella Liability Insurance.** Umbrella liability insurance in the Subcontractor's name and shall provide coverage at least as broad as the coverage furnished under the underlying policies. Limits of Liability No Less Than:

- \$3,000,000.00 Each Occurrence
- \$3,000,000.00 Aggregate

Contractor shall be responsible to ascertain and warrant that all insurance coverages are complete in form and meet all minimum requirements as specified above. In addition, Subcontractor shall file with Contractor a Certificate of Insurance in the appropriate form before beginning work. Such Certificate must clearly show coverage as outlined above and shall indicate coverage by insurance carriers acceptable to Owner and shall name Owner, its subsidiaries, affiliates, and each of their directors, officers, employees, agents, and consultants, on a primary and non-contributory basis and as Additional Insured

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for Commercial General Liability and Automobile Liability. A Waiver of Subrogation in favor of Contractor shall apply to the General Liability, Automobile Liability, and Workers Compensation Policies. Such insurance shall remain in force for four (4) years after the final completion of Subcontractor's work.

## Subcontractors

All Subcontractors shall maintain the same policies of insurance required of the Contractor under the Contract Documents, but with limits as the Owner and Contractor may agree.

The Subcontractor assumes all responsibility for monitoring of own hired Subcontractor insurance certificates for compliance with the insurance provisions of this Contract.

## Terms and Conditions

Before the Subcontractor commences the rendition of any services or work pursuant to this Contract, the Subcontractor shall file with the Contractor an original certificate of insurance, including the required amendatory riders and endorsements, evidencing that all required insurance is in force, executed by an authorized representative of the insurance company.

The Subcontractor shall maintain current valid certificates which shall be kept on file with the contractor at all times during the performance of the services rendered pursuant to this Contract. Such certificates shall identify the specific Project and location.

The Subcontractor shall not make changes in or allow the required insurance coverages to lapse without the contractor's prior written approval thereto.

All policies for insurance must be endorsed to contain a provision giving the Contractor a thirty (30) day prior written notice by registered mail of any cancellation or non-renewal of that policy or material change in coverage.

Receipt and review by the Contractor of any copies of insurance policies or insurance certificates, or failure to request such evidence of insurance, shall not relieve the Subcontractor of any obligation to comply with the insurance provisions of this Contract.

The insurance provisions of this Contract shall not be construed as a limitation on the Subcontractor's responsibilities and liabilities pursuant to the terms and conditions of this Contract including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

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## Exhibit G

### Safety Schedule

#### JOB SITE SAFETY

**Accident Prevention.** Subcontractor shall be responsible for the prevention of accidents to workers engaged upon or in the vicinity of the Subcontract Work. Subcontractor shall give all notices required by and shall comply with all applicable Legal Requirements and with requirements that Contractor may establish during the progress of construction that bear on the safety of persons or property or their protection from damage, injury or loss. As required by the progress of the Subcontract Work and by all conditions of the Site, Subcontractor shall construct and maintain all safeguards necessary for safety and protection, including posting warnings, such as danger signs, against hazards; promulgating safety regulations for the Subcontract Work; and notifying owners and users of adjacent properties and utilities as Subcontractor deems necessary or is required so by law to do. As part of Subcontractor's safety responsibilities, Subcontractor shall conduct all meetings and training seminars required by the Occupational Safety and Health Administration ("OSHA") for its employees and subcontractors and take all safety precautions as required by OSHA. When so ordered, Subcontractor shall stop any part of the Subcontract Work that Contractor deems unsafe until corrective measures satisfactory to Contractor have been taken, and Subcontractor shall not have any right to nor attempt to make any claim for damages that may result from such stoppages. If Subcontractor neglects to take such corrective measures, Contractor may do so at the cost and expense of Subcontractor and may deduct the cost thereof from any payments due or to become due to Subcontractor. Failure on the part of Contractor to stop unsafe practices shall in no way relieve Subcontractor of its responsibility therefor. Under no circumstances shall Contractor be responsible for violations OSHA violations by Contractor's employees, Subcontractors, or sub-subcontractors of any tier or with respect to performance of the Subcontract Work.

**Hazardous Substances.** In the event that Subcontractor, Subcontractor's subcontractors of any tier, or anyone directly employed or retained by any of them or for whom any of them are responsible, store on Site or use a substance in the performance of Subcontract Work, and applicable Legal Requirements provide notification that such substance is being stored or used, then Subcontractor shall immediately provide written notice of the chemical composition thereof (including, without limitation, a copy of the applicable material safety data sheet) to Contractor in sufficient time to permit compliance with such laws by Contractor, other subcontractors, and other employers and retainers on Site or performing Subcontract Work. In the event that Subcontractor encounters on Site material reasonably believed to be a hazardous substance (including, without limitation, asbestos or polychlorinated biphenyl) that has not been rendered harmless, Subcontractor immediately shall stop working in the affected area and immediately report the condition to Contractor in writing. Subcontract Work in the affected area shall resume when such hazardous substance has been rendered harmless or removed as determined by Contractor in its sole and absolute discretion. To the extent of Subcontractor's responsibilities hereunder, Subcontractor shall indemnify and hold harmless Contractor from and against all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including attorneys' and experts' fees and disbursements, caused or occasioned directly or indirectly by Subcontractor in regard to such substances

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*l. qe*







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ENTERED  
ON Q3

## Change Order

Project: 639 W. Roosevelt Road

Change Order No 1  
Date: 11/27/18  
Revised 12/14/2018

Contractor: New Taylor Glass, Doors & Metal, Inc.  
6210 Madison Court  
Morton Grove, IL 60053

**I. SCOPE OF THE WORK FOR THIS CHANGE ORDER:**

Contract is increased to account for changes in glass size from the bid set of drawings to the IFC Drawings per New Taylor Change Order 2. Replace glass on front of building in transoms above entry doors with louvers in accordance with New Taylor CO-3.

New Taylor CO 2 - Glass size changes	\$	19,500.00
New Taylor CO 3 - Louvers	\$	6,750.00
<b>Total Change Order</b>	<b>\$</b>	<b>26,250.00</b>

### COST AND TIME ANALYSIS

- The Original Contract Sum was..... \$ 283,900.00
- Net Change to original Contract Sum by previously authorized C/O..... \$ -
- The Contract Sum prior to this Change Order was..... \$ 283,900.00
- The Contract Sum will be changed by the amount of..... \$ 26,250.00
- The New Contract Sum will be ..... \$ 310,150.00
  
- The Date of Substantial Completion will be changed by 0 days
- The Date of Final Completion will be changed by 0 days

### CONTRACTOR'S WAIVER OF RIGHTS:

- Contractor waives any and all rights to claim additional time or money under the Agreement for Work to be performed under this Change Order.

### Signatures

Contractor:	New Taylor Glass, Doors & Metal, Inc.	GC:	Global Builders, Inc.
	6210 Madison Court		2805 Butterfield Rd., Suite 380
	Morton Grove, IL 60053		Oak Brook, IL 60543
Signed by:	<i>Ken [Signature]</i>	Signed by:	<i>Carmen Gratace</i>
Title:	President	Title:	President
Date Signed:	12/14/18	Date Signed:	

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*Entered on AB  
2/19/19*

## Change Order

Project: 639 W. Roosevelt Road

Change Order No 2  
Date: 02/12/19

Contractor: New Taylor Glass, Doors & Metal, Inc.  
6210 Madison Court  
Morton Grove, IL 60053

### I. SCOPE OF THE WORK FOR THIS CHANGE ORDER:

Contract is increased to account for changes at the front entry with the addition of one door and transom at front stairwell corridor in accordance with New Taylor Glass Change Order #5.

New Taylor CO 2 - Glass size changes	\$ 2,400.00
<b>Total Change Order</b>	<b>\$ 2,400.00</b>

### COST AND TIME ANALYSIS

- The Original Contract Sum was..... \$ 283,900.00
- Net Change to original Contract Sum by previously authorized C/O..... \$ 26,250.00
- The Contract Sum prior to this Change Order was..... \$ 310,150.00
- The Contract Sum will be changed by the amount of..... \$ 2,400.00
- The New Contract Sum will be ..... \$ 312,550.00
  
- The Date of Substantial Completion will be changed by 0 days
- The Date of Final Completion will be changed by 0 days

### CONTRACTOR'S WAIVER OF RIGHTS:

- Contractor waives any and all rights to claim additional time or money under the Agreement for Work to be performed under this Change Order.

### Signatures

Contractor:	New Taylor Glass, Doors & Metal, Inc.	GC:	Global Builders, Inc.
	6210 Madison Court		2805 Butterfield Rd., Suite 380
	Morton Grove, IL 60053		Oak Brook, IL 60543
Signed by:	<i>[Signature]</i>	Signed by:	<i>Cameron Gratace</i>
Title:	<i>President</i>	Title:	President
Date Signed:	<i>2/15/19</i>	Date Signed:	

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## NEW TAYLER GLASS, DOORS & METAL, INC.

### PROJECT ADD ON/CHANGE REQUEST FORM

JUNE 26TH, 2019

Project Name & Address	RETAIL CENTER 637-647 W ROOSEVELT CHICAGO, IL 60607	CHANGE ORDER # B  Invoice# 7099	
To Contractor:	Global Builders 2805 Butterfield Rd suite 380, Oak Brook, IL 60523 P- 630- 522-3300	ARCHITECT'S PROJECT NUMBER:	

PER GC REQUEST, WE ARE TO REMOVE SOUTH WEST CORNER FRAME (2 PANEL) FOR GLOBAL BUILDERS TO REMOVE THEIR LIFT FROM OUT OF THE BUILDING. THIS CHANGE ORDER INCLUDES ALL LABOR AND MATERIALS TO COMPLETE THE JOB. THIS PRICE IS CONTINGENT ON EXISTING LIFT BEING THERE PROVIDED BY OTHERS.

**AMOUNT OF ADD-ON: \$3,600.00**

REQUEST TO ADD ON/CHANGE TO THE CONTRACT:  
THE ORIGINAL CONTRACT SUM:

\$283,900.00

THE NET CHANGED BY PREVIOUSLY AUTHORIZED CHANGE ORDERS

\$28,650.00

THE CONTRACT SUM PRIOR TO THIS CHANGE ORDER

\$312,550.00

THE CONTRACT SUM WILL BE INCREASED BY THIS CHANGE ORDER IN

THE AMOUNT OF

\$00.00

THE NEW CONTRACT AMOUNT WILL BE

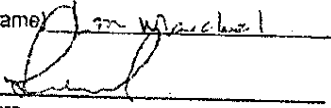
\$316,150.00

This Project Change Authorization is subject to the terms and conditions of the 639 W. Roosevelt Rd., Chicago IL Statement of Work. It is agreed that the complete agreement for these services consists of the original Statement of Work, this PCA (and any other approved PCAs), and the Customer Agreement.

Approved by:

(print name) Jon Marshall

Signature



6/26/2019  
Date

Kevin D. Lane 6/26/19  
Date

For NEW TAYLER GLASS  
DOORS & METAL, INC.

**UNOFFICIAL COPY**

6/28/19  
Entered on  
QB

**NEW TAYLER GLASS, DOORS & METAL, INC.**

**PROJECT ADD ON/CHANGE REQUEST FORM**

JUNE 26TH, 2019

Project Name & Address	RETAIL CENTER 637-647 W ROOSEVELT CHICAGO, IL 60607	CHANGE ORDER # 7  Invoice# 7099	
To Contractor	Global Builders 2805 Butterfield Rd suite 380, Oak Brook, IL 60523 P: 630- 522-3300	ARCHITECT'S PROJECT NUMBER:	

PER GC REQUEST, WE ARE TO FURNISH AND INSTALL NEW HORIZONTAL ON 3RD FLOOR SOUTH ELEVATION FRAME, FROM DAMAGE FROM OTHERS. THIS CHANGE ORDER INCLUDES ALL LABOR, MATERIAL, & LIFT RENTALS TO COMPLETE THIS JOB.

**AMOUNT OF ADD-ON: \$6,500.00**

REQUEST TO ADD ON/CHANGE TO THE CONTRACT:

THE ORIGINAL CONTRACT SUM:	\$283,900.00
THE NET CHANGED BY PREVIOUSLY AUTHORIZED CHANGE ORDERS	\$28,650.00
THE CONTRACT SUM PRIOR TO THIS CHANGE ORDER	\$312,550.00
THE CONTRACT SUM WILL BE INCREASED BY THIS CHANGE ORDER IN	
THE AMOUNT OF	\$6,500.00
THE NEW CONTRACT AMOUNT WILL BE	\$319,050.00

This Project Change Authorization is subject to the terms and conditions of the 639 W. Roosevelt Rd., Chicago IL Statement of Work. It is agreed that the complete agreement for these services consists of the original Statement of Work, this PCA (and any other approved PCAs), and the Customer Agreement.

Approved by:

(print name) Jason Marshall

[Signature]  
Signature Date: 6/26/2019

For: GLOBAL BUILDERS, INC

[Signature]  
For NEW TAYLER GLASS,  
DOORS & METAL, INC. Date

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## NEW TAYLER GLASS, DOORS & METAL, INC.

### PROJECT ADD ON/CHANGE REQUEST FORM

JULY 10TH, 2019

Project Name & Address	RETAIL CENTER 637-647 W ROOSEVELT CHICAGO, IL 60607	CHANGE ORDER # 9  Invoice# 7099
To Contractor:	Global Builders 2805 Butterfield Rd suite 380, Oak Brook, IL 60523 630- 522-3300	ARCHITECT'S PROJECT NUMBER:

AFTER GETTING ONSITE AND STARTING TO COMPLETE THE WORK, THE METAL WAS ONLY PUNCHED/DAMAGED ON THE GLASS STOP AND DID NOT GO THROUGH THE HORIZONTAL. THIS IS A CREDIT FOR THE ADDED LABOR THAT WAS ACCOUNTED FOR TO TAKE APART THE WHOLE SYSTEM.

#### AMOUNT OF CREDIT: \$5,075.00

REQUEST TO ADD ON/CHANGE TO THE CONTRACT:

THE ORIGINAL CONTRACT SUM:	\$283,900.00
THE NET CHANGED BY PREVIOUSLY AUTHORIZED CHANGE ORDERS	\$38,750.00
THE CONTRACT SUM PRIOR TO THIS CHANGE ORDER	\$322,650.00
THE CONTRACT SUM WILL BE DECREASED BY THIS CHANGE ORDER IN	
THE AMOUNT OF	\$5,075.00
THE NEW CONTRACT AMOUNT WILL BE	\$317,575.00

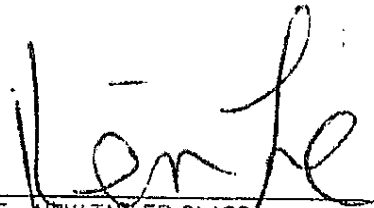
This Project Change Authorization is subject to the terms and conditions of the 639 W. Roosevelt Rd., Chicago IL Statement of Work. It is agreed that the complete agreement for these services consists of the original Statement of Work, this PCA (and any other approved-PCAs), and the Customer Agreement.

Approved by:

(print name) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

For: GLOBAL BUILDERS, INC

  
 For: NEW TAYLER GLASS, DOORS & METAL, INC.      Date: 7-10-19