



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

**NOTICE OF LIS PENDENS**

IN THE OFFICE OF THE  
COOK COUNTY CLERK

Doc# 2329322060 Fee \$199.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/20/2023 04:11 PM PG: 1 OF 75

PIN Nos. 17-04-201-002-0000  
17-04-201-008-0000  
17-04-201-009-0000  
17-04-201-010-0000  
17-04-201-011-0000  
17-04-201-012-0000

Common Address: 301 W. North Avenue  
Chicago, Illinois 60610

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
CHANCERY DIVISION, MECHANICS LIEN SECTION**

**TRITON PLUMBING, LLC**, an Illinois )  
limited liability company, )

Plaintiff, )

v. )

**Case No. 2023 CH 04291**

**ALPHA CONSTRUCTION SERVICES,** )  
LLC, an Illinois limited liability company, )

**301 W. NORTH AVENUE, LLC**, a )  
Delaware limited liability company, )

**LAB DEVELOPMENT, LLC**, d/b/a )  
Connexion, an Illinois limited liability )  
company, **VISION ELECTRIC AND** )

**POWER SYSTEMS, INC.**, an Illinois )  
corporation, **PATRICK McCANN, INC.**, )

an Illinois corporation, **OHI, LLC**, an )  
Illinois limited liability company, **RAM** )

**FIRE PROTECTION, INC.**, an Illinois )  
corporation, **MIDWEST DRYWALL** )

**CORPORATION**, an Illinois corporation, )

**Calendar 54**

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**WINDWARD ROOFING &** )  
**& CONSTRUCTION, INC.,** an Illinois )  
 corporation, **HOME TOWN PAINTERS,** )  
**INC.,** an Illinois corporation and )  
**UNKNOWN OWNERS AND** )  
**NON-RECORD CLAIMANTS,** )  
 )  
 Defendants. )

NOTICE IS HEREBY GIVEN that a Complaint to Foreclose Mechanic's Lien and for Other Relief was filed in the above cause on May 1, 2023, seeking to foreclose a certain mechanics lien recorded October 4, 2021, under document no. 2127715031, as well as monetary damages, with a true and correct copy of said Complaint attached hereto and incorporated herein as Exhibit A. The real estate affected by this litigation is legally described as

(See Exhibit B attached hereto and incorporated herein)

and commonly known as 301 W. North Avenue, Chicago, Illinois 60610 bearing PIN numbers: 17-04-201-002-0000, 17-04-201-003-0000, 17-04-201-009-0000, 17-04-201-010-0000, 17-04-201-011-0000, and 17-04-201-012-0000.

TRITON PLUMBING, LLC, Plaintiff,

By:  \_\_\_\_\_  
 John J. (Jack) Foley, Attorney

This document prepared by  
and to be mailed to:

John J. (Jack) Foley  
 Law Office of Jack Foley, P.C.  
 2031 W. Leland Avenue, Suite 201  
 Chicago, IL 60625  
 T: (773) 728-1437  
 E: jack@foleylitigation.com

Hearing Date: 8/29/2023 9:15 AM  
Location: Court Room 1504  
Judge: Brennan, Daniel Patrick

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FILED  
5/1/2023 3:31 PM  
IRIS Y. MARTINEZ  
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COOK COUNTY, IL  
2023CH04291  
Calendar, 54  
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## IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS CHANCERY DIVISION, MECHANICS LIEN SECTION

**TRITON PLUMBING, LLC**, an Illinois )  
limited liability company, )  
)  
Plaintiff, )

v. )

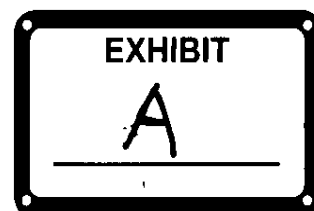
Case No. 2023CH04291

**ALPHA CONSTRUCTION SERVICES,** )  
**LLC**, an Illinois limited liability company, )  
**301 W. NORTH AVENUE, LLC**, a )  
Delaware limited liability company, )  
**LAB DEVELOPMENT, LLC**, d/b/a )  
Connexion, an Illinois limited liability )  
company, **VISION ELECTRIC AND** )  
**POWER SYSTEMS, INC.**, an Illinois )  
corporation, **PATRICK McCANN, INC.**, )  
an Illinois corporation, **OHI, LLC**, an )  
Illinois limited liability company, **RAM** )  
**FIRE PROTECTION, INC.**, an Illinois )  
corporation, **MIDWEST DRYWALL** )  
**CORPORATION**, an Illinois corporation, )  
**WINDWARD ROOFING &** )  
**& CONSTRUCTION, INC.**, an Illinois )  
corporation, **HOME TOWN PAINTERS,** )  
**INC.**, an Illinois corporation and )  
**UNKNOWN OWNERS AND** )  
**NON-RECORD CLAIMANTS,** )  
)  
Defendants. )

### COMPLAINT TO FORECLOSE MECHANIC'S LIEN AND FOR OTHER RELIEF

NOW COMES the Plaintiff, TRITON PLUMBING LLC, an Illinois limited liability company ("TRITON"), by its attorneys, Maurides Foley Tabangay Turner & Agustin LLC, and, as and for its Complaint to Foreclose Mechanic's Lien and For Other Relief against Defendants, ALPHA CONSTRUCTION SERVICES, LLC ("ALPHA"), an Illinois limited liability company, 301 W. NORTH AVENUE ("301"), a Delaware limited liability company, LAB DEVELOPMENT, LLC, d/b/a Connexion ("LAB"), an Illinois limited liability company, VISION

FILED DATE: 5/1/2023 3:31 PM 2023CH04291



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ELECTRIC AND POWER SYSTEMS, INC. (“VISION”), an Illinois corporation, PATRICK McCANN, INC. (“McCANN”), an Illinois corporation, OHI, LLC (“OHI”), an Illinois limited liability company, RAM FIRE PROTECTION, INC. (“RAM”), an Illinois corporation, MIDWEST DRYWALL CORPORATION (“MIDWEST”), an Illinois corporation, WINDWARD ROOFING & CONSTRUCTION, INC. (“WINDWARD”), an Illinois corporation, HOME TOWN PAINTERS, INC. (“HOMETOWN”), and UNKNOWN OWNERS and NON-RECORD CLAIMANTS, states the following:

**COUNT I**  
**(Foreclosure of Mechanic’s Lien)**

1. At all times relevant hereto, TRITON was and remains an Illinois limited liability company with its principal place of business located at 16350 105<sup>th</sup> Court, Orland Park, Illinois 60467, and engages, *inter alia*, in constructing and installing plumbing and gas piping.

2. At all times relevant hereto, 301 owned certain land commonly known as 301 W. North Avenue, Chicago, Illinois, legally described as follows, and bearing permanent real estate tax numbers 17-04-201-002-0000, 17-04-201-008-0000, 17-04-201-009-0000, 17-04-201-010-0000, 17-04-201-011-0000, and 17-04-201-012-0000 (the “Property”).

See attached Exhibit A.

3. At all times relevant hereto, ALPHA had a prime contract with 301 to construct a multi-unit, mixed use apartment building on the Property (the “Building”).

4. LAB, VISION, McCANN, OHI, RAM, MIDWEST, WINDWARD, and HOME TOWN (collectively “Other Lien Claimants”) all claim a mechanics lien or other interest in the Property.

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5. On or about July 25, 2016, TRITON and ALPHA entered into a written contract (the "Contract"), wherein TRITON was to provide labor, materials, supplies, equipment and services for the construction and installation of plumbing, site utilities and gas piping in the Building on the Property for the original Contract sum of One Million Two Hundred Seventy-Five Thousand Dollars and no cents (\$1,275,000.00) A true and correct copy of the Contract is attached hereto and incorporated herein as Exhibit B.

6. At the special instance and request of ALPHA, with the actual or constructive knowledge of SP/RPA, TRITON furnished extra and additional materials and labor for the Building on the Property having a value of One Hundred Seventy Thousand Three Hundred Thirty-One Dollars and Ninety-One Cents (\$170,331.91).

7. On or about June 7, 2021, TRITON substantially completed all work required to be done under the Contract, including any and all extras, and otherwise completed all of its obligations under the Contract.

8. TRITON has furnished all labor, materials and equipment required of it under the original contract amount of \$1,275,000.00 plus extra labor, materials and equipment requested by ALPHA in the additional amount of \$170,331.91 and, after an allowance for all credits and payments made in the total amount of \$1,051,461.00, there is due and owing to TRITON the amount of Three Hundred Ninety-Three Thousand Eight Hundred Seventy Dollars and Ninety-One Cents (\$393,870.91) plus interest at the statutory rate of ten percent (10%) from the date due, for which TRITON claims a lien against the Property.

9. The labor, materials, supplies, equipment and services for said work performed and supplied by TRITON, including extra work, were done with the knowledge and consent of 301.

10. All conditions precedent to the bringing of this action have been performed.

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11. By reason of ALPHA's non-payment, TRITON is entitled to and does claim a mechanic's lien upon the Property and all improvements thereon and against the interest of the 301, Other Lien Claimants and Unknown Owners and Non-Record Claimants in the Property, and all persons who claim an interest through said Defendants, all of whose foregoing interests are inferior and subordinate to the rights of TRITON.

12. On or about September 3, 2021, TRITON served its Notice of Subcontractor's Lien Claim upon ALPHA, 301 and Other Lien Claimants, a true and correct copy of which is attached here and incorporated herein as Exhibit C.

13. On October 4, 2021, TRITON recorded its claim for mechanic's lien with the Cook County Recorder of Deeds under document number 2127715031, a true and correct copy of which is attached hereto and incorporated herein as Exhibit D.

14. By reason of the labor and materials it provided pursuant to the Contract, TRITON has enhanced the value of the Property in the amount of at least One Million Four Hundred Forty-Five Thousand Three Hundred Thirty-One Dollars and Forty-One Cents (\$1,445,331.41).

15. There may be other parties who have or may claim to have some right, title, claim or interest in the Property which is unknown or unascertainable to TRITON at this time and such persons are joined as Defendants to this lawsuit by the designation of Unknown Owners and Non-Record Claimants whose claims and interests are subject to and subordinate and inferior to the rights of TRITON.

WHEREFORE, TRITON requests that this Court enter judgment in its favor and against all Defendants as follows:

A. Requiring that an accounting be taken to determine the amount due TRITON including any attorneys' fees, interest and costs and that ALPHA be ordered to pay the same by a

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date certain;

B. Declaring that TRITON is entitled to a Mechanic's Lien against the Property and the amounts due ALPHA from 301 for the lienable amount found due and that such lien is a first and prior lien on the Property;

C. Appointing a receiver for the Property and giving the receiver all the usual and customary powers;

D. In case of non-payment of the amount found due TRITON, declaring that the Property be sold to satisfy such amount plus interest and costs and that a certificate of sale be issued to the purchaser at the sale;

E. In case of such sale and failure to redeem therefrom pursuant to law, declaring that the Defendants to this Count I and all persons claiming through or under them be forever barred and foreclosed of all right and equity of redemption in the real estate and that a deed issue to the resulting holder of said certificate of sale and that said holder may be put into possession and a writ of assistance for such purpose be issued as necessary;

F. In case such sale does not produce enough proceeds to pay the lienable claim of TRITON, awarding TRITON a money judgment at law against ALPHA and 301 and that execution issue thereon; and

G. Granting TRITON such other and further relief as this Court deems appropriate including interest, costs and attorneys' fees.

## COUNT II (Breach of Contract)

16. TRITON restates and re-alleges paragraphs 1-11 of Count I as though fully set forth herein in this Count II.

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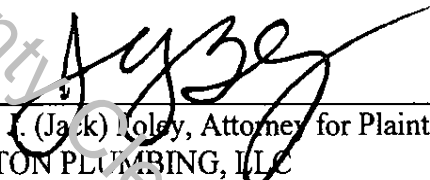
19. ALPHA materially breached the Contract by failing to pay TRITON.

20. To date there is due and owing to TRITON from ALPHA, after allowing all credits, a balance of Three Hundred Ninety-Three Thousand Eight Hundred Seventy Dollars and Ninety-One Cents (\$393,870.91) plus statutory interest from the date due.

21. Despite repeated demands for payment, ALPHA has refused to pay TRITON the amount due.

22. As a direct and proximate result of ALPHA's breach of contract, TRITON has been damaged in the amount of Three Hundred Ninety-Three Thousand Eight Hundred Seventy Dollars and Ninety-One Cents (\$393,870.91) plus interest.

WHEREFORE, Plaintiff, TRITON, prays this Court to enter judgment in its favor and against Defendant, ALPHA, in the amount of Three Hundred Ninety-Three Thousand Eight Hundred Seventy Dollars and Ninety-One Cents (\$393,870.91) plus statutory interest, costs and attorneys' fees.

  
\_\_\_\_\_  
John J. (Jack) Foley, Attorney for Plaintiff,  
TRITON PLUMBING, LLC

Maurides Foley Tabangay & Turner & LLC  
33 North LaSalle Street, Suite 1910  
Chicago, IL 60602  
T: (312) 332-6500  
F: (312) 332-5666  
jfoley@maurides.com  
Attorney Code: 48703



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## EXHIBIT "A"

File No.: 2021-02363-PT

### PROPERTY DESCRIPTION

TRACT A: SUB-LOT 1 IN THE SUBDIVISION OF THE EAST 1/2 OF LOTS 119 AND 120 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT B: LOTS 2, 3, 4 AND 5 IN THE SUBDIVISION OF THE EAST 1/2 OF LOTS 119 AND 120 IN BRONSON'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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301 W. North Ave, L.P  
1525 W. Homer, Suite 401  
Chicago, IL. 60642

Alpha Construction Services, LLC  
GC Lic # TGC068459

## Subcontract Agreement Form

**PROJECT** 301 W. North Ave.  
Chicago, IL.

**TRADE** 15400 Plumbing; 02410 Site Utilities; 15600 Gas Piping

**OWNER** 301 W. North Ave, L.P  
1525 W. Homer Street, Suite 401  
Chicago, IL. 60642

(herein called the "Owner") contracted with

**CONTRACTOR** Alpha Construction Services LLC  
1525 W. Homer Street, Suite 401  
Chicago, IL. 60642

(herein called the "Contractor") subcontracted with

**SUBCONTRACTOR**  
Trilon Plumbing  
1824 W Pershing Ave  
Chicago, IL. 60609

(herein called the "Subcontractor")

As used, herein:

(i) "Building" shall mean: 301 W. North Ave.  
Chicago, IL.

(ii) "Indemnitee" shall mean:  
301 W North Ave, L.P  
RECAP Opportunity Fund, L.P  
Sedgwick Holding Corp.  
301 W North, LLC  
MK Manager Corp  
Sedgwick Properties Development Corp  
Sedgwick Design Corp  
2MA, LLC  
Alpha Construction Services, LLC  
First Midwest Bank, its successors and / or assigns

(iii) "Site" shall mean: 301 W. North Ave.  
Chicago, IL.

**COST OF WORK** \$1,275,000.00 (One Million, Two Hundred and Seventy Five Thousand Dollars and 00/100)

WITNESSETH

WHEREAS, Contractor has undertaken the construction of the Building on the Site in accordance with the drawings and specifications prepared by the Owner; and

ALPHA Project #1404

Page 1 of 19

INI: M.M. Date: 7-5-16  
INI: u Date: 7/25/14

EXHIBIT  
B

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301 W. North Ave, L.P  
1525 W. Homer, Suite 401  
Chicago, IL 60642

Alpha Construction Services, LLC  
GC Lic # TGC068459

## Subcontract Agreement Form

WHEREAS, Contractor desires to let and Subcontractor desires to perform a portion of the construction work;

NOW, THEREFORE, Contractor and Subcontractor agree as follows:

### SUBCONTRACTOR TO COMPLY WITH PLANS AND SPECIFICATIONS

1. The Subcontractor shall provide for the Site all the labor, supervision and materials hereinafter set forth in exact accordance with the specifications hereto annex or described herein and as shown on plans, drawings and details prepared by the Architect, which plans, drawings and details are to be returned to the Contractor upon the completion of the work. Such additional drawings as may be necessary to explain and detail the work will be furnished by the Contractor and are to be conformed to except where inconsistent with original plans and specifications. The plans, drawings and details, and the specifications are intended to supplement one another, and any work or materials shown, mentioned, or reasonably implied in one and not in the others are to be furnished by the Subcontractor without extra charge. The enumeration of particular items in the contract or in the specifications shall not be construed to exclude other items. The intention of the documents is to include all labor, material, engineering, equipment, transportation, tools, plant, appliances, appurtenances and other facilities, whether specified herein or not, necessary for the proper execution and completion of the work. Subcontractor must refer any questions regarding the specifications, plans, drawings and details, about which it is in doubt, or which seem to admit of a dual interpretation, to the Architect for its decision, by which Subcontractor must abide.

### DUTIES OF SUBCONTRACTOR

2. The Subcontractor recognizes the relations of trust and confidence established between it and the Contractor by this contract. The Subcontractor covenants and agrees with the Contractor to furnish its best skill and judgment and to cooperate with the Owner and Contractor in forwarding the best interest of the Owner. The Contractor shall have the right to supervise and coordinate the work to be done by the Subcontractor, but such supervision and coordination shall not in any way limit the obligations of the Subcontractor.

### SHOP DRAWINGS

3. The Subcontractor shall, at its own cost and expense, furnish the Contractor within ten (10) days from the date hereof, all shop drawings, schedules, reports, diagrams, layouts, setting plans, cuts, explanations, catalogue references, samples and other data regarded by the Contractor as necessary, in the number required by the Contractor for submission to the Architect for its approval, correction, rejection or disapproval. The Contractor's and/or the Architect's review of such shop drawings, schedules, reports, diagrams, layouts, setting plans, cuts, explanations, catalogue references, samples and other data shall:

- Be only for general conformance with the project requirements indicated on the Contract Documents and for consistency with the project design intent. This review does not relieve the Subcontractor from responsibility for quantities, dimensions, tolerances, proper assembly, and for safe and successful construction of the work. This review does not consider the means, methods, techniques, sequences, and operations of construction, or safety, precautions, or programs incidental thereto, which are the sole responsibility of the Subcontractor.
- Not relieve the Subcontractor from responsibility for deviations from the contract, specifications and/or drawings, unless it has, in writing, called the Contractor and Architect's attention to such deviations, at the time of delivery of such shop drawings, schedules, reports, diagrams, layouts, setting plans, cuts, explanations, catalogue references, samples and other data to the Contractor, nor shall it relieve Subcontractor from responsibility for errors.

The Subcontractor shall make any corrections required by the Contractor, file with the Contractor corrected copies and furnish such other copies as may be needed. The Subcontractor shall make all submissions of shop drawings directly to the Contractor for its approval. No submission shall be made directly to the Architect, unless approved by Contractor, and if any submission is so made, the review or modifications authorized by the Architect shall not be binding upon the Contractor unless and until the Contractor has

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INI: CC Date: 7/26/16

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## Subcontract Agreement Form

granted its review thereto. The Subcontractor shall obtain shop drawings from other subcontractors and coordinate its work to avoid interference with other subcontractors' work. The Subcontractor shall furnish its shop drawings to other subcontractors whose work is affected by the scope of the shop drawings.

### SPECIFICATIONS VARIED BY LAWS & REGULATIONS

4. The Subcontractor shall furnish, without extra charge, all work and materials not mentioned or shown, but generally included under this class of contract or reasonably inferable therefrom, necessary for the proper execution and completion of the work, and also any work or materials of the kind herein contracted for required to conform the Building to all laws and the Rules and Regulations of all Municipal Departments, the Board of Fire Underwriters, utility companies, and all other authorities having jurisdiction.

### MEASUREMENTS VARIED BY JOB CONDITIONS

5. Dimensions on plans are to be followed in reference to scale measurements, and all measurements must be checked at the premises before the work is executed. No extra charge shall be made for changes necessitated by variations in the actual condition of the Site from what is shown on plans. Subcontractor shall examine the Site, note and ascertain the construction, materials, work, existing conditions at the Site and the nature and location of the work. All work affected or governed thereby or required for the thorough and satisfactory completion of its work, whether indicated and specified or not, and regardless of quantity estimated, shall constitute part of this contract and shall be performed by the Subcontractor without extra charge to the Contractor.

### CONTRACTOR TO INTERPRET SPECIFICATIONS

6. The Contractor shall decide all questions that may arise as to the performance, quantity, quality, acceptability, fitness, and rate of progress of the work or materials furnished under this contract. It shall decide all questions that may arise as to the interpretation of the specifications and of drawings and as to their fulfillment on the part of the Subcontractor, and as to defects in the Subcontractor's work. All work and materials will be subject to supervision by the Contractor, whose interpretation of and decision as to the meaning of the plans, drawings, details and specifications or any part thereof shall be final.

### INDEMNITY VIOLATION OF LAW

7. (a) The Subcontractor agrees to perform the work in a safe and proper manner and so as to comply with all laws and ordinances pertaining to such work and will indemnify and save the Indemnitees harmless (such indemnity as used in the Article, to include the defense of all claims made against the Indemnitees) against all penalties for violation of same and any and all costs and damages incurred in connection therewith. Wherever used in this contract, an Indemnity is referred to as being provided for the Indemnitees, said indemnity shall be extended to their respective parent companies, corporations and/or partnerships and their owned controlled, associated, affiliated and subsidiary companies, corporations and/or partnerships and the respective agents, consultants, principals, partners, servants, officers, stockholders, directors and employees of each.

The general administration of the construction by the Contractor, as General Contractor of the Owner, is for the sole purpose of representing the Owner's interest in determining that the work is being properly executed. While the Contractor shall provide the Subcontractor with assistance and direction in prosecuting the work, such action will not relieve the Subcontractor from any responsibility for the work, including, but not limited to responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work. In no event shall the Contractor be liable to the Subcontractor, either in tort or otherwise, for any costs or damages, whether asserted directly against the Contractor or by the way or indemnification in whole or part, resulting from any act, direction, supervision, instruction or coordination furnished to the Subcontractor by the Contractor or the failure to furnish same, which directly or indirectly affects the performance of the Subcontractor, unless the Subcontractor, before complying therewith to its damage, or in the case of a failure to act, within five (5) days after such omission has occurred, objects in writing to

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Chicago, IL. 60642

Alpha Construction Services, LLC  
GC Lic # TGC068459

## Subcontract Agreement Form

the Contractor to said act or omission and notifies it in writing that same will result in monetary costs or damages to the Subcontractor. Failure by the Subcontractor to furnish said notice of objection in writing as required herein shall constitute an irrevocable waiver and release of all claims for damages against the Contractor arising therefore.

### PROPERTY DAMAGE

(b) The Subcontractor hereby assumes entire responsibility for any and all damage or injury of any kind or nature to property, including adjoining property, caused by or resulting from the execution of the work or occurring in connection therewith, and agrees to indemnify and save harmless the Indemnitees from and against all claims, liabilities, damages, loss and expense incurred by or imposed upon the Indemnitees for damage or injury to such property, however such damage or injury may be caused directly or indirectly by (i) the negligence of the Subcontractor or any subcontractor, or the agents or employees of either of them, in the performance of work under this contract, or the use by the Subcontractor or any subcontractor, or the agents or employees of either of them, of any materials, tools, hoists, ladders, implements, appliances, scaffolding ways, works, machinery or other property, or (ii) the negligence of the Indemnitees, whether attributable to a breach of statutory duty or administration regulation or otherwise or (iii) injury or damage to property for which liability is imputed to the Indemnitees; or (iv) any other manner; provided, however that the foregoing indemnity shall not extend to a case where such damage or injury is caused solely by the gross negligence of any of the Indemnitees. The Subcontractor shall be solely responsible for the safety of its work and of all equipment and materials to be used therein until final completion and acceptance of the same and shall promptly at its own expense repair any damage or injury to same, unless such damage or injury is caused solely by the gross negligence of any of the Indemnitees.

### PERSONAL INJURIES

(c) The Subcontractor shall properly guard its work and areas affected by its work and properly perform its work to prevent any persons from being injured by it or by the condition of the site or by the condition of any other Place where work incidental to the project is being performed, and shall in all respects comply with any and all provisions of the law and of local ordinances relating to construction work, including but not limited to maintenance of danger signals, barriers, lights and similar safeguards respecting falling materials and in and about all excavations, protruding nails, hoists, openings, scaffolding, stairways and other parts of the work and adjacent and other areas where the same are required. The Subcontractor agrees to indemnify and save harmless the Indemnitees from and against all liability, damage, loss, claims, demands, actions and expenses, including but not limited to attorney's fees which arise or are acclaimed to arise out of or are connected with any accident or occurrence which happens, or are alleged to have happened in or about the Place where such work is being performed, whether at the Site or other place, (1) while the Subcontractor is performing the work, either directly, or indirectly through a sub-subcontractor of the Subcontractor or materials or vendors agreement, or (2) while any of the Subcontractor's or said sub-subcontractor's property, work in progress equipment or personnel are in or about such place or the vicinity thereof by reason of or as a result of the performance of work, including without limiting the generality of the foregoing, all liability, damages, loss, claims, demands and actions on account of personal injury, death or property loss to any Indemnitee, any Indemnitee's employees, agents, subcontractors or invitees, any other subcontractor, its employees, agents, sub-subcontractors or invitees, or to any other persons, whether based upon or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort or other liability of any Indemnitee, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by any Indemnitee, any Indemnitee's employees, agents, subcontractors, or invitees, or any other person as long as the Indemnitee or its subcontractor or its materialman or vendor was negligent in whole or in part.

In the event that 100 percent indemnity is prohibited by the law under the Paragraph above, then the extent of indemnity under said paragraph shall be limited to the portion of the damages (whether from personal injury, death or property damage) not attributable to the percentage of negligence of the Indemnitee.

INI: M.M. Date: 7-5-16  
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Alpha Construction Services, LLC  
GC Lic # TGC068459

## Subcontract Agreement Form

It is further agreed that if the Subcontractor subcontracts or delegates to others the work or any part thereof, said sub-subcontractors and/or delegates and their agents, servants and/or employees, for the purpose of contractual indemnity only, shall all be deemed servants and/or employees of the Subcontractor so that any negligence on the part of the sub-subcontractors or the delegates or their agents, servants and/or employees shall be deemed the negligence of the Subcontractor for purposes of indemnity under this Article 7. It is further agreed that, if the Subcontractor subcontracts or delegates to others the work or any part thereof, the Subcontractor will have the sub-subcontractors and/or delegates agree to indemnify the Indemnitees in the same manner as the Subcontractor has agreed to indemnify the Indemnitees under this Article 7 and shall deliver a true copy of said agreement to the Contractor. In the absence of such agreement or the delivery of same prior to the sub-subcontractors or delegates commencing their work, the Subcontractor will be held liable to indemnify the Indemnitees in the same manner and to the same extent that the sub-subcontractors and/or delegates would have been required to indemnify the Indemnitees if such agreement has been made. Whether or not the Subcontractor secures or delivers an agreement by the sub-subcontractors and/or delegates to indemnify the Indemnitees as provided herein, the Subcontractor's independent duty to indemnify the Indemnitees pursuant to the terms of the contract shall remain in full force and effect.

The Subcontractor's requirements of indemnity under this Article 7 shall be read cumulatively, and no paragraph in indemnity shall be read so as to restrict in any way any other paragraph in indemnity. The purpose of these indemnity paragraphs is to give the Indemnitees that greatest right of indemnity against the Subcontractor allowed by law. This contract and all rights hereunder are governed by the law in the State of Illinois.

### DAMAGE INDEPENDENT CONTRACTORS

(d) The Subcontractor agrees to indemnify and hold the Indemnitees harmless by reason of any liens, claims, demands, judgments or other liabilities, which may be asserted against the Indemnitees by any other independent contractor on the job and which arise out of any act or omission of the Subcontractor.

### WITHHOLDING OF PAYMENTS TO EFFECT INDEMNITY

(e) In the event of any such liability, loss, expense, damage or injury, or of any claim or demand for damages is made against the Indemnitees, the Contractor may withhold from any payment due or hereafter to become due to the Subcontractor under the terms of this contract, an amount sufficient in its judgment to protect and indemnify Indemnitees for any and all such claims, liability, expense, loss, damage or injury, or the Contractor, in its discretion may require the Subcontractor to furnish a surety bond satisfactory to the Contractor, guaranteeing such protection, which bond shall be furnished by the Subcontractor within five (5) days after written demand has been made therefore.

### INSURANCE

(f) The indemnification obligation of the Subcontractor under this Article 7 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefit payable by or for the Subcontractor or any sub-subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other employee benefit acts, and is in addition to any rights to indemnification that may exist at law.

8. Unless otherwise provided for by the attached Insurance Rider, prior to commencement of any work, the Subcontractor and each and every sub-subcontractor shall, at its own expense, maintain the following insurance on its own behalf and for the protection of the Contractor and all other indemnitees named in the Contract:

- a. Comprehensive General Liability
- b. Workers Compensation
- c. Comprehensive Automobile Liability
- d. All other insurance protection required by the Contractor

All of the above coverages shall comply with the specific requirements contained in the Insurance Rider hereby attached and made a part of this contract.

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### SIGNS

9. Subcontractor shall not place any signs, billboards or posters on any portion of the Site, Building, the property or fences (temporary or permanent) surrounding the same, except upon prior written permission received from the Contractor, and then only of a size, material, color and type and at a location approved by the Contractor.

### TOOL SHEDS

10. If so required by Contractor, the Subcontractor shall, at its own cost, provide, erect, maintain, and ultimately remove, at locations designated by the Contractor, fireproof tool sheds for storing the Subcontractor's tools, materials, and equipment. The Subcontractor shall relocate its tool sheds as requested by the Contractor at the Subcontractor's own cost. The Owner or Contractor will not be responsible for any clothing, tools, materials, or equipment lost, damaged, stolen, or destroyed.

### CONDITION OF PREMISES AND ADJACENT PROPERTY

11. The Subcontractor shall examine all premises and buildings adjoining or in close proximity to the Site (including, for the purposes hereof, streets and sidewalks) and ascertain, before beginning work, the depth of cellars, materials, and construction of the buildings and all existing conditions of such premises and the building thereon, and shall be governed thereby for the necessary, thorough, safe and satisfactory execution of all work called for herein, whether indicated on drawings and/or specified, or not, and all work and protective measures necessary to keep and leave such premises and buildings in the same condition as they were before commencing work shall be done without any addition to the contract sum. Wherever any parts of the present adjoining buildings interfere with or are interfered with by the work to be performed hereunder, the Subcontractor shall make whatever changes are made necessary thereby, whether shown on the drawings, called for in the specifications not shown or not called for. The Subcontractor, before commencing work on the premises shall, if it sees fit, make a written report of the conditions as found at that time, noting particularly any defects in evidence, taking photographs of the exteriors, and, if necessary, photographs of interiors, and shall deliver to the Contractor a copy of the written report of the examination and copies of photographs with date of taking thereon. The Subcontractor shall invite the Contractor and the owner of the respective properties and buildings to join with it in the examination of such premises and buildings. The Contractor may at its option be present during the examination. If the Subcontractor fails to make the examination and report as herein specified, it will be deemed that said buildings and premises are in good condition, and all claims for damaged, repairs and replacements must be treated by the Subcontractor on the basis that said buildings and premises were in good condition before it began work.

### CONTRACTOR TO DECIDE IN EVENT OF CONFLICT

12. Whenever the specifications shall be at variance, in conflict or inconsistent with any of the provisions of the contract, the Subcontractor shall advise the Contractor and the interpretation and decision of the Owner shall be final and binding on the Subcontractor.

### INSPECTION

13. The Subcontractor shall provide sufficient, proper and safe facilities at all times for the inspection of the work by the Architect, the Owner, Contractor, Mortgagees, the Municipal and/or State Inspectors, utility companies, and their authorized representatives. If any work is covered up without the approval of the Contractor, it must, if required by the Contractor, be uncovered for inspection at the Subcontractor's expense. The Subcontractor shall afford and provide at all times to the Architect, the Owner, the Contractor and their representatives satisfactory evidence of the quality of materials used and complete information in writing as to where materials to be used in the performance of this contract are being manufactured or assembled, and full and free access to all shops and manufactories for the purpose of informing themselves as to the general conditions and progress of the materials herein contracted to be used or installed. The Subcontractor shall instruct such suppliers and manufacturers to give full and accurate information in writing directly to the Contractor on any questions concerning quality, performance, delivery status, and such other data as may be requested by the Contractor.

### MATERIALS AND EQUIPMENT

14. All material and equipment of inferior type is distinctly specified, and the Subcontractor shall, if required by the Contractor, furnish satisfactory evidence of the kind and quality of materials and equipment. The Subcontractor shall, if required by the

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Contractor, obtain the manufacturer's written recommendation that the material and equipment is designed and appropriate for the use intended. Such materials and equipment shall not be subject to any conditional bill of sale, security agreement financing statement, chattel mortgage, or any other claim, lien or encumbrance. Materials and equipment shall be promptly delivered and distributed where Contractor may require or direct as needed for the uninterrupted and speedy progress and completion of the work and so as not to encumber the Site unreasonably. The Subcontractor shall, if required by the Contractor, cause the materials (1) to be manufactured in advance, (2) to be warehoused either at the factory or elsewhere, as directed by the Contractor, (3) to be delivered to the Site promptly when so instructed by the Contractor and (4) to be relocated or removed from the Site at the cost of the Subcontractor. Care must be exercised by the Subcontractor against overloading any parts of floors, roofs, scaffolding and other installations. All materials delivered at the Site that are to form a part of the work herein specified shall not be removed without the consent of the Contractor, but the Subcontractor will have the right to and shall remove all its surplus material after completion.

### LABOR

15. All work is to be done in the best manner and by persons skilled in the type of work to be performed. All labor employed under this contract shall, at the option of the Contractor to the extent permitted by law, be union and/or that recognized by and in harmony with the local Building Trades Employers' Association and Subcontractor shall not employ any labor that may cause dissension with other workers on the Site, by whomsoever employed. The Subcontractor shall give the work constant attention and supervision through a responsible representative or superintendent, and any necessary assistants. Such representative shall be authorized to act for the Subcontractor in all matters relating to the work, and all directions given him shall be as binding as if given to the Subcontractor. The Subcontractor shall also keep a competent foreman at the Site while work is in progress, and enforce strict discipline among its employees, including the Contractor's regulations with regard to fires, smoking and other hazards. The Contractor is given the right to require the Subcontractor to remove immediately any employee or agent employed at the Site whom the Contractor deems incompetent or a hindrance to the proper progress of the work, and such person shall not again be employed in the work without the prior consent of the Contractor.

### PROTECTION OF WORK AND EQUIPMENT

16. The Subcontractor, during the continuation of its work and while it is working on the Site in any capacity whatsoever, and until the completion of the project, shall protect all unfinished work and all materials on the Site, all adjacent property and all tools, plants, equipment and other appliances for the Subcontractor's use or incidental thereto for the execution of this contract, whether furnished by the Subcontractor or Contractor, from rain, water, frost and the elements and from all other kinds of damage which may be caused in any manner whatsoever, and the Subcontractor shall be entirely responsible for any loss or damage done to said work, materials, tools, plants, equipment and other appliances in any manner aforementioned, accepting damage by fire to materials incorporated into the work even though the particular work damaged may be finished at that time and the Subcontractor may be working in some other portion of the Site, and the Subcontractor hereby agrees that it will not hold the Indemnitees responsible for any such loss or damage, by whomsoever caused.

### UNSOOUND WORK OR MATERIALS

17. The Subcontractor, upon receiving notice from the Contractor that the Subcontractor has furnished inferior, improper or unsound work or materials (including equipment whether worked or unworked), or work or materials at variance with that which is specified, will within twenty-four (24) hours, proceed to remove such work or materials and make good all other work or materials damaged thereby, and, at the option of the Contractor, the Subcontractor shall immediately replace such work or materials with work or materials as specified. The removal, replacement and repair shall be performed on "off hours" or overtime with manpower sufficient, in the judgment of the Contractor, so as not to interrupt or delay the Contractor's construction schedule and so as to avoid disturbance to occupants of the completed Site and/or Building. If the Subcontractor does not remove such unsound work within a reasonable time, the Contractor may

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remove it and may store the material at the expense of the Subcontractor. If the Subcontractor does not pay the expenses of such removal within ten (10) days' time thereafter, the Contractor may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Subcontractor and all expenses of the sale. The Contractor shall have the authority at all times, until final completion and acceptance of the work, to inspect and reject work and materials which in its judgment are not in conformity with the drawings and specifications, and its decision in regard to character and value of work shall be final conclusive on both contracting parties. If the Contractor permits said work or materials to remain, the Contractor shall be allowed the difference in value or shall at its election have the right to have said work or materials repaired or replaced, as well as the damage caused thereby, at the expense of the Subcontractor, at any time within one year after the completion of the entire project, or within such longer period as may be covered by any guaranty; and neither payments made to the Subcontractor, nor any other acts of the Contractor, shall be construed as evidence of acceptance, waiver or estoppel. Any expense incurred by the Contractor in connection with the foregoing, shall be borne by the Subcontractor, and the Contractor may withhold money due to the Subcontractor or recover money already paid to the Subcontractor to the extent of such expense.

### FITTING OF THIS WORK WITH OTHER WORK

18. The Subcontractor will furnish all labor, implements, tools, scaffolding, rigging, hoisting and other items required to carry on its work, in the most approved and up-to-date manner; and shall do the necessary incidental cutting of woodwork, brick, stone, masonry, plaster, cement, iron metal or other material for the installation of its work, and will do all patching in connection therewith, but cutting is to be avoided where possible. The Subcontractor will, if required by Contractor, do all necessary cutting, fitting and patching of its own work that may be required to make the several parts come together properly and fit the work to receive or be received by work of other subcontractors shown upon, or reasonably implied by, the drawings and specifications. The Subcontractor shall not endanger any work by cutting, digging or otherwise. In laying out its work, Subcontractor shall also examine the work installed by others and the shop drawings of the work to be installed by others prior to the beginning of the installation of its own work. If the Subcontractor begins its work, the starting of such work shall be conclusively deemed to mean that it accepts all preceding work as suitable and proper to receive its work, unless it has notified the Contractor in writing to the contrary before starting. In the event of failure of the sub-contractor and another subcontractor to agree as to the extent of cooperation to be exhibited, or of work to be done by either, to ensure the carrying out of their respective agreements, such as disagreement shall be resolved by the Contractor whose decision shall be final and binding upon all parties.

### RUBBISH REMOVAL

19. The Subcontractor shall at all times keep the Site free from accumulation of waste materials or rubbish caused by its employees or workmen. At the completion of the work, it shall remove all its tools, scaffolding and surplus materials and shall leave its work broom clean or its equivalent. The Subcontractor shall daily, or less frequently as the Contractor may approve in writing, collect its rubbish at places where directed by the Contractor and shall remove the rubbish from the Site without necessary delay. The Subcontractor shall do all required cleaning within twenty-four (24) hours after notice from the Contractor, whether verbal or in writing, and if the Subcontractor fails to do such cleaning to the satisfaction of the Contractor, the Contractor may do the cleaning and charge the Subcontractor for all costs incurred. The Contractor shall arrange with a scavenger service for the haulage of construction rubbish using bulk 20 or 30 cubic yard containers. Rubbish generated shall be placed directly in the bulk containers by this Subcontractor.

### COMPLIANCE WITH LAWS AND REGULATIONS

20. The Subcontractor shall procure and pay for all governmental and utility permits, licenses, approvals, certificates and authorization necessary to the prosecution and completion of its work and deliver evidence of the same to the Contractor. All work shall be done in strict accordance with all laws, ordinances, rules, regulations and requirements of the Board of Underwriters and utility companies, and all Municipal, State, Federal and

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INI: CC Date: 7/20/14

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other authorities having jurisdiction. Where drawings and specifications conflict with the law, the law is to be followed. The Subcontractor shall promptly notify the Contractor, the respective departments or official bodies when its work is ready for inspection and shall, at once, do all work required to remove any violations or to comply with such inspections, without additional charge to the Contractor. The Subcontractor shall perform all work necessary to obtain approvals of the authorities mentioned above without additional cost to the Contractor.

### LIENS

21. If at any time, there shall be evidence of any lien or claim for which, if established, the Owner or Contractor might become liable, or which should, in any event, be charged to the Subcontractor, the Owner or Contractor shall have the right to retain, out of any payment due or thereafter to become due, an amount sufficient to indemnify the Owner or Contractor against such lien or claim, including bond premiums and attorneys' fees, and to apply the same in such manner as Owner or Contractor deems proper to secure protection and/or satisfy such claim and liens. Should there prove to be any such lien or claim after all payments are made to the Subcontractor, it shall repay the Owner or Contractor all sums which the Owner or Contractor may be compelled to pay in discharging such lien or claim, including any and all legal fees or other charges.

### PATENTS

22. The Subcontractor will not unlawfully use or install any patented article, and agrees to indemnify and save the Indemnitees harmless from any claim and against all damage which the Indemnitees may sustain by reason of the use or installation of such patented article and at its own cost and expense to defend any action, whenever instituted, brought against the Indemnitees or their respective successors or assigns, founded upon the claim that any such article, or any part thereof, infringes any such patent. In the event of any such claim or damage, the Contractor may withhold from any payment due or thereafter to become due to the Subcontractor, an amount sufficient in its judgment to protect and indemnify the Indemnitees for any such claim or damage, or the Contractor may require the Subcontractor to furnish a surety bond satisfactory to the Contractor and Owner providing for such protection and indemnity, which bond shall be furnished by the Subcontractor at its own cost and expense, within five (5) days after written demand has been made therefor. The Subcontractor shall pay all royalties, fees and other claims in connection with patented articles that it uses under this contract. In the event of any injunction or legal action requiring to stop the work, the Contractor shall have the privilege of requiring the Subcontractor to substitute such other articles of like kind as will make it possible to proceed with and complete the work, and all cost and expenses occasioned thereby shall be borne by the Subcontractor.

### ASSIGNMENT

23. (a) The interest, rights, powers, duties and liabilities of the parties hereto shall be binding upon, and shall ensure to the benefit of, the respective successors and assignees of the parties; but the Subcontractor shall not assign or transfer its interests in this contract or assign or transfer any right it may have under the same or the proceeds payable hereunder or any part hereof, or subcontract or delegate to others the work or any part thereof, unless the written consent thereto of the Owner and Contractor is first procured, and any assignment or subcontract made in violation of this provision shall be null and void. Any such subcontract shall provide that the Subcontractor has all the rights and remedies against the sub-subcontractor that the Contractor has against the Subcontractor under this contract and shall expressly incorporate all such provisions as far as the same are applicable and no such subcontract shall be valid without the consent of the Contractor endorsed thereon. The Subcontractor agrees that it is as fully responsible to the Contractor for the acts and omissions of its sub-subcontractor, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Subcontractor. Nothing contained in this contract shall create any contractual relationship between any sub-subcontractor and the Contractor, or create any obligation on the part of the Contractor to pay or to see the payment of any sum to any sub-subcontractor. The Contractor may, without limitation, assign this contract, or any portions thereof, or any rights arising hereunder, including any guaranties or warranties of workmanship or material.

### CHANGE OF STATUS

(b) In the event that the project should be abandoned by the Owner, the Owner shall have the right, at any time, to send a written notice to the Subcontractor, terminating this

ALPHA Project #1404

Page 9 of 19

INI: M.M. Date: 7-5-16  
INI: CC Date: 7/26/16

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contract, in which event, the Owner shall pay the Subcontractor for all work actually provided up to the date of the sending of such notice and shall reimburse the Subcontractor for all cost and expenses actually expended and incurred (amounts "incurred" to be limited as though Subcontractor's suppliers and sub-subcontractors had received a similar notice and were bound by a similar provision in their agreements) up to said date which are not cancelable or recoverable by the Subcontractor, and the Subcontractor shall not receive any markup for overhead and profit except to the extent of a reasonable markup on said amount so paid and reimbursed and the parties hereto shall, except as otherwise provided hereinabove, be released of all future liability or obligations under this contract.

### COOPERATION WITH OTHER SUBCONTRACTORS

24. The Subcontractor must keep itself informed of the conditions at the Site, so as not to delay the delivery of materials or the installation of the work called for in this contract. It is expressly agreed that the Subcontractor must cooperate with and extend every possible facility to other subcontractors employed at the Site, and must afford all other subcontractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. The Subcontractor recognizes that efficient construction of the project requires that all the work thereon be coordinated and therefore agrees to accept the determination of the Contractor as to the time when work of the Subcontractor shall begin and the manner in which it shall progress in connection with other work involved in the said construction. It further agrees that the direction of the Contractor with respect thereto shall be complied with fully and promptly.

### TIME OF ESSENCE

25. The Subcontractor shall commence and complete work and deliveries of material at the times hereinafter mentioned or as soon thereafter as required by the Contractor or Owner. Where the dates for the commencement or completion of work on the making of deliveries are not specified after the time fixed for such commencement, such work or deliveries on the part of the same concerning which no dates are given shall be commenced on three (3) days' notice from the Contractor and shall be prosecuted and completed with all possible diligence and speed or as otherwise directed by the Contractor. The time stated in this contract for the commencement, prosecution and completion of the work and the deliveries and installation of material shall be deemed of the essence of this contract.

### DELAYS IN GENERAL

26. Should the Subcontractor be delayed by fault of the Contractor, Architect or any other subcontractor, or by abnormal weather conditions, then the time fixed for the completion of the work shall be extended for a period equivalent to the time so lost. For purposes of this Agreement, abnormal weather days shall be defined as an aggregate number of unusually adverse weather conditions not reasonably expected for the location of the project and the time of year in question. The Contractor or Architect shall not be held responsible for any loss or damage sustained by the Subcontractor through delay caused by the Contractor, Architect or any other subcontractor, or by abnormal weather conditions, or by any other cause.

### NO DELAY BY SUBCONTRACTOR

27. Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this contract the performance of any work, the delivery of any material, the payment of any moneys to the Subcontractor, or otherwise, the Subcontractor agrees that it will not directly or indirectly stop or delay any work or part of its work on its part required to be performed or stop or delay the delivery of any materials on its part required to be furnished hereunder, pending the determination of such dispute or controversy.

### SCHEDULING

28. The scheduling of construction operations for the project will be monitored by a method to be chosen by the Contractor. The Subcontractor and its sub-subcontractors, if required, shall furnish all scheduling information requested by the Contractor at such time and in such form and detail as requested for its particular trade.

Such information shall be furnished within one (1) week of the request and shall further be revised from time to time when requested either prior to and/or at any time during performance of its work.

ALPHA Project #1404

Page 10 of 19

INI: M.M Date: 7-5-16  
INI: CC Date: 7/26/16

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Information submitted by the Subcontractor or others, acceptance or approval by the Contractor and the scheduling that may be developed and implemented by the Owner or Contractor shall not constitute the basis of any claim by Subcontractor or its sub-subcontractors for damage or delay nor excuse the Subcontractor's performance as required herein.

### STRIKES

(b) Should the Subcontractor be delayed by general strikes or lockouts throughout the trade (i.e. labor contract negotiation lockout), then the time for the completion of the work shall be extended for a period equivalent to the time lost, or the Contractor shall, at its option, have the right to terminate this contract and to employ other subcontractors to finish the work and provide the materials therefore, and to pay the Subcontractor pro rata for materials and work already supplied, or this contract price, reduced by the cost to the Contractor of completing the work for which provision is made herein, whichever is less. Subcontractor shall honor a legally assembled Project-specific dual-gate entrance system if provisions on the Project must be made by Contractor due to tenant, leaseholder, or any other party's utilization of non-union labor forces. If Subcontractor refuses to enter the Project through the union gate of a dual-gate system, Contractor shall, at its option, have the right to terminate this contract and to employ other subcontractors to finish the work and provide the materials therefore, and to pay the Subcontractor pro rata for materials and work already supplied, or this contract price, reduced by the cost to the Contractor of completing the work for which provision is made herein, whichever is less.

### NOTICE TO CONTRACTOR

(c) None of the foregoing causes of delay by the Subcontractor shall be deemed a valid excuse for failure to start, perform or complete the work or deliveries at the times specified.

### ADDITIONAL LABOR

(d) Should the Subcontractor fail, refuse or neglect to supply a sufficiency of workmen or to deliver the materials with such promptness as to prevent the delay in the progress of the work, or fail in any respect diligently to commence and prosecute the work and proceed to the point to which the Subcontractor should have proceeded hereunder, or if the different parts thereof are not commenced, prosecuted, finished, delivered or installed on time as herein specified or if the Subcontractor shall fail in the performance of any of the covenants of this contract, the Contractor shall have the right to direct the Subcontractor upon three (3) days' written notice, at the Subcontractor's cost and expense, to furnish such additional labor and to expedite deliveries of materials (or the Contractor may furnish such labor and expedite deliveries at the cost of the Subcontractor), which labor or expediting shall, in the Contractor's opinion, be sufficient to speed up and complete the work as herein provided.

### OVERTIME

(e) If such additional labor shall not be available, the Contractor shall have the right to direct the Subcontractor, at the latter's own cost and expense, to work overtime to such an extent as will be sufficient, in the Contractor's opinion, to speed up and complete the work as herein provided.

### REMEDIES OF CONTRACTOR

(f) The Subcontractor agrees that if it delays the speedy progress of its work so as to cause loss or damage to the Contractor, Owner, or to other subcontractors, then it shall reimburse the Contractor, Owner, and such other subcontractors for such loss. In addition to the foregoing, the Contractor shall have the right, after (3) days' written notice to the Subcontractor, to provide any such labor, additional labor, overtime labor, and materials and to deduct the cost thereof from any moneys then due or thereafter to become due to the Subcontractor. Permission by the Contractor for delayed finishes shall not be construed as a waiver of the Contractor's right to be compensated by the Subcontractor for damage resulting from such delay.

### PERFORMANCE

2. The Subcontractor, within five (5) days after notice by the Contractor given at any time prior to the completion of the work, shall at the Subcontractor's expense, furnish to the Contractor performance and payment bonds issued by a surety company satisfactory to the Contractor, and in form satisfactory to the Contractor, guaranteeing the due and prompt performance of all of the terms of this contract on the part of the Subcontractor to be performed, and the prompt payment of all amounts to be paid by the Subcontractor for

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labor and materials. In the event that the Subcontractor fails to furnish the bonds as aforesaid, the Contractor shall have the option of declaring the Subcontractor to be in default and of exercising any or all of the rights set forth in the contract. Bonds shall be written at standard rates of surety companies authorized to do business in the State in which the Site is located and may, at the Contractor's option, be placed directly by the Contractor at the Contractor's cost and expense.

**BANKRUPTCY**

30. If, during Subcontractor's performance under this contract, the Subcontractor shall be adjudged as bankrupt or becomes insolvent, or if any petition under the Bankruptcy Act of the United States is filed by or against the Subcontractor, or if it should make an assignment for the benefit of creditors, or if a receiver of the Subcontractor's property should be appointed, or if any judgment is taken against the Subcontractor and execution is issued thereon, or if the property of the Subcontractor passes into the hands of any legal representative, then and in any of those events, the Contractor may at its option, terminate this contract and the employment of the Subcontractor, with the same rights and privileges set forth in Article 49.

**ACCELERATION OF PERFORMANCE**

31. If the Contractor shall desire the Work of the Subcontractor hereunder to be performed with greater speed than is herein contracted for, the Subcontractor shall, without affecting or abridging the right of the Contractor set forth in any Article hereof, upon receipt of a premium time for all labor utilized by the Subcontractor in such overtime work as shown on the time slips checked and approved each day by the Contractor shall be paid by the Contractor to the Subcontractor, but no overhead, supervision costs, commission or other costs shall be charged thereon. Subcontractor shall, prior to utilizing premium time, make every reasonable effort to accelerate its work utilizing increased crew size or number at no additional cost to Contractor.

**NO WAIVER**

32. The failure of the Contractor to insist in any one or more instances upon a strict compliance with any provision of this contract, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment of the right of the Contractor thereafter to exercise such option, but such provision or option will remain in full force and effect.

**GUARANTY**

33. The Subcontractor hereby agrees to repair and make good any damage, defects or fault in its work on the Site that may appear as outlined below, or within such longer period as may be provided in the specifications, guaranty or other writing, as the result of imperfect or defective work or materials furnished by the Subcontractor (even if such defects or imperfections be latent) or work or materials at variance with what is specified. All of the Subcontractor's materials and equipment furnished or installed (except where otherwise expressly specified) shall be subject to guaranty of one year from the date of (a) completion of the entire project, (b) the making of final payment by the Contractor to the Subcontractor, (c) the issuance of a final Certificate of Occupancy, or (d) the discontinuance of the use of permanently installed work for temporary construction purposes, whichever is latest. Subcontractor hereby agrees to make any and all repairs that may become necessary during the guaranty period on account of faulty materials furnished or faulty workmanship performed by the Subcontractor, within three (3) days from receipt of written notices by the Contractor, without cost to and to the satisfaction of the Contractor. All rights acquired by the Contractor through guaranties by the Subcontractor shall ensure to the benefit of the Owner, its successors and assigns. In addition to the foregoing, any equipment warranties secured by the Subcontractor including those in excess of one (1) year, and any bond or guaranty that may be required under the plans or specifications, shall also inure to the benefit of the Owner, its successors and assigns.

**PAYROLL AND SALES TAXES**

34. The Subcontractor hereby accepts exclusive liability and shall hold the Owner and Contractor harmless for the payment of contributions pursuant to any Unemployment Insurance Law, Old Age Retirement Benefits Law and any other or similar Social Security Law or Payroll or Income Tax now hereafter enacted by any City, State or Federal Government or any subdivision of either, levied or based upon the payroll of the

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Subcontractor for employees partly or wholly engaged in the work covered by this contract. The Subcontractor agrees to furnish all necessary information to enable the Contractor to comply fully with the requirements of such laws. All sales and use taxes are included in the contract price and are to be paid by the Subcontractor. In the event that any law is or has been passed, or any rule or regulation pursuant thereto is enacted, which requires the Contractor to pay, either directly or indirectly, the amount of any such tax, or should any such law, rule or regulation direct the Contractor to collect the same, or make the Contractor liable for the collection thereof, or make the Contractor responsible therefore, it is covenanted and agreed that the Subcontractor shall fully and completely make all payments therefor, and shall fully and completely indemnify and save the Contractor harmless from any and all such taxes. It is further agreed that the Contractor shall have the right to deduct the amount of any and all such taxes from the contract price at any time the Contractor may, in its sole discretion, deem it advisable, to the end that the Contractor may not be under any liability therefor whatsoever, it being agreed that the Contractor shall have the right to deduct any and all such moneys from the next payments due under this contract and from the retained percentages. If any Sales Tax provides an exemption from tax for capital improvements, Contractor agrees to provide Subcontractor with the necessary certification and Subcontractor agrees not to charge tax with respect to the furnishing of labor and/or materials as long as said exemption provision is in effect.

### HOISTING AND FACILITIES

35. The Subcontractor shall provide for hoisting all tools, materials and equipment. If it becomes necessary for the Subcontractor to use the Contractor's hoist and/or house elevator for the hoisting of its material, the Subcontractor shall sign for the number of hours the car is used each day, and shall pay for the use of either car at the rate established elsewhere per hour, for straight time or overtime. In the event that additional engineers or other personnel are required in excess of one per hoist engine, the hoist charge shall be increased to cover this additional expense. The Subcontractor shall, at its own expense, install and maintain all necessary meter equipment and wiring from the temporary street service to its various items of equipment. The Contractor shall have the right to utilize the Subcontractor's wiring at no additional cost and the Subcontractor shall return to the Site when directed by the Contractor to remove all such temporary wiring and equipment. Should the Contractor direct that the Subcontractor use a meter, servicing more than one subcontractor and/or the Contractor, the Subcontractor shall pay its proportionate part of all charges. Such proportions shall be fixed by the Contractor and the apportionment shall be binding upon the Subcontractor.

### PRICE NOT ADJUSTED FOR RISING COSTS

36. The Contractor agrees to pay the sum herein set forth in current funds for such work and materials, and in the manner and at the times herein set forth. Said sum is intended to include all increased in cost, foreseen or unforeseen, including, without limiting the generality of the foregoing, taxes, labor and materials, all of which is to be borne solely by the Subcontractor. All loss or damage arising from any of the work performed under this contract through unforeseen or unusual obstructions, difficulties or delays which may be encountered in the prosecution of same or through the action of the elements shall be borne by the Subcontractor. It is mutually agreed between the parties hereto that no payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, nor shall it be construed to be an acceptance of defective work or improper material, or an approval of any of the items. Any requisition made or bill rendered. All bills or requests for payments must be presented in writing.

### TERMS AND CONDITIONS

The Contractor shall not be required to pay Subcontractor's any progress payments retainage, or final payments, unless the Owner has actually paid the Contractor, the date which payment shall constitute a condition precedent to the Contractor's obligation to pay the Subcontractor.

### SCHEDULES OF VALUES

37. (a) Prior to the commencement of work hereunder, Subcontractor shall prepare and submit to Contractor, for Contractor's approval, a "Schedule of Values" furnishing a complete, detailed and itemized breakdown of the various divisions of the work, including values for materials and labor. The total of this cost breakdown shall be equal to the Contract Price.

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**PROGRESS PAYMENT**

(b) On or before the 20<sup>th</sup> day of each calendar month, the Subcontractor shall forward to the Contractor, for its approval, a written statement showing the amount due or to become due and including the last day of that calendar month. The Subcontractor shall attach to each such application for payment: an acknowledgment of payment to the date of the last advance; a statement of any back charges and credits to which the Contractor is entitled; a sworn statement of any claim for charges or extras due to the Subcontractor, such claim not to be valid unless made at the time and in the manner aforesaid; a sworn statement setting forth all amounts, if any, owed by Subcontractor to its sub-subcontractors and suppliers; and a Schedule of Values showing the percentages of the various divisions of work completed, including values for materials and labor. All requisitions shall be made on and in compliance with Contractor's standard form of Subcontractor's requisition and shall be subject to the terms thereof, including the submission of sworn statements from Subcontractor's sub-subcontractors and vendors. The Contractor, on or about the fifteenth day of each calendar month, shall remit to the Subcontractor 90% of the amount so requisitioned by the Subcontractor and as approved by the Contractor. In addition to the said retainage of 10%, the Contractor shall also retain a sum sufficient, in its opinion, to complete the work in accordance with the terms of this contract. Moreover, in each instance of requisition prior to completion, the Subcontractor shall certify to the Contractor that the cost of the work remaining to be done under this contract does not exceed 90% of the balance of the contract price unpaid. In no event will the Contractor be required to pay in excess of 90% of the contract price prior to the completion of all the work the Subcontractor is obligated to perform under this contract.

**WITHHOLDING BY CONTRACTOR**

(c) The Contractor may withhold payment to the Subcontractor on account of (1) the failure of the Subcontractor to comply fully with any requirements of this contract, including the failure of the Subcontractor to make payments to sub-subcontractors or for materials or labor, (2) the failure of the Subcontractor to prevent the filing of liens or claims to avoid the reasonable probability of the filing of liens or claims against the Owner, the Project or the Contractor, and (3) damage to another subcontractor by reason of acts or failure to act of the Subcontractor.

**FINAL PAYMENT**

(d) The balance owing to the Subcontractor under the terms of this contract shall be due and payable within sixty (60) days after the last of the following to occur:

- (1) the completion of all work in this contract, including patching and the furnishing of missing material,
- (2) acceptance thereof, by the Owner, and
- (3) receipt by the Contractor of (A) all Subcontractor's "as built" drawings, records and related data; (B) all guaranties and warranties to which the Contractor and Owner are entitled hereunder; (C) all permits, licenses, approvals, certificates and authorizations required by any authority having jurisdiction; (D) a general release from the Subcontractor on the Owner's standard form in favor of the Owner, Contractor and Owner's sureties, if any; and (E) satisfactory proof that all claims, including taxes, growing out of the work to be performed hereunder and any liens growing out of the same which shall have been filed or recorded, have been released.

**TRUST FUNDS**

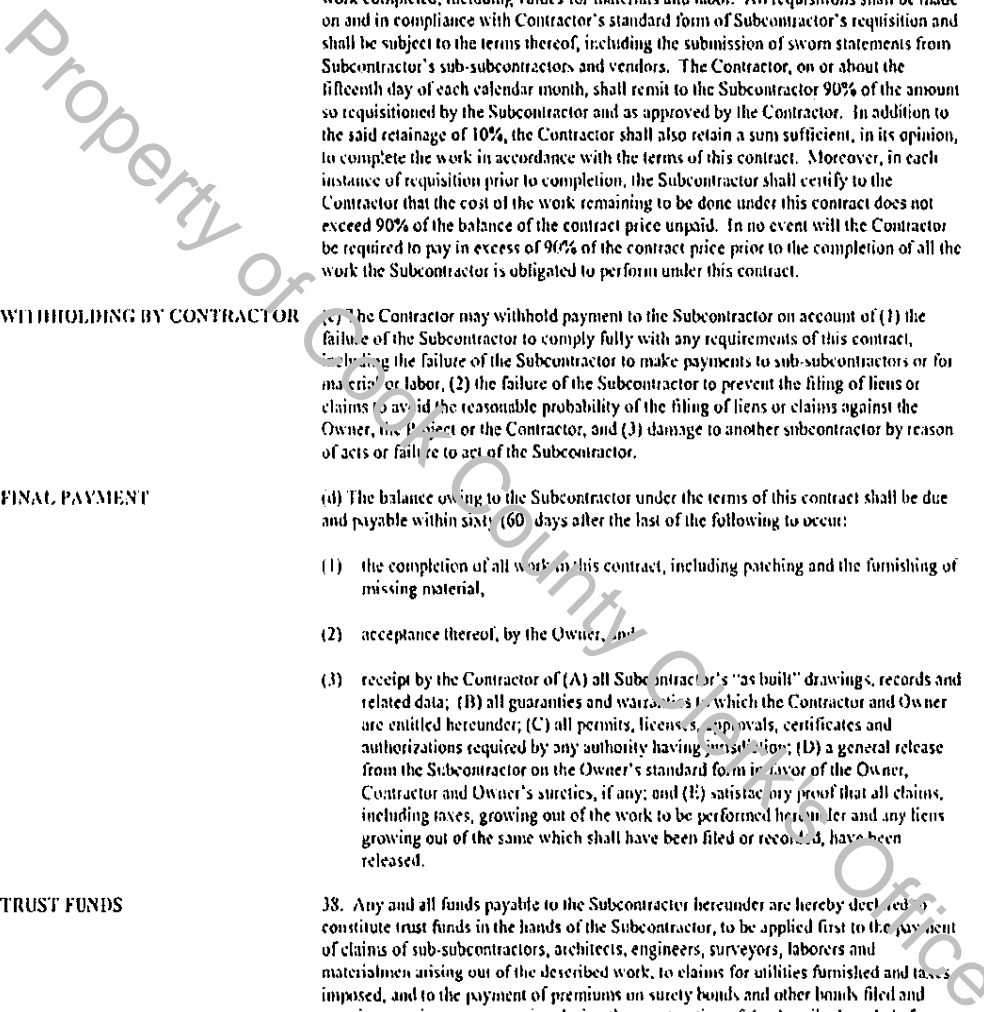
38. Any and all funds payable to the Subcontractor hereunder are hereby declared to constitute trust funds in the hands of the Subcontractor, to be applied first to the payment of claims of sub-subcontractors, architects, engineers, surveyors, laborers and materialmen arising out of the described work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety bonds and other bonds filed and premiums on insurance accruing during the construction of the described work, before application to any other purpose. Whenever required by the Contractor, it shall be the duty of the Subcontractor to file with the Contractor a verified statement, in form satisfactory to the Contractor, certifying the amounts then due and owing from the Subcontractor for labor and materials furnished under the terms of this contract, setting forth herein the names of the persons whose charges or claims for labor, materials or supplies are unpaid, and the amount due each respectively.

ALPHA Project #1404

Page 14 of 19

INI: M.M. Date: 7-5-16  
INI: CC Date: 9/26/14

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### ARBITRATION

39. In any case in which it is provided by the terms of this contract that any specific dispute or specific payment to be made shall be determined by arbitration, such arbitration shall be conducted in the City in which the Site is located in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrators may be entered in any Court having jurisdiction thereof.

### CHANGES AND EXTRAS

40. The Contractor, without invalidating this contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Price to be adjusted accordingly. The Subcontractor shall not make any alterations or omit anything, or perform additional or extra work, except upon written order signed by the Contractor. The Contractor shall at any time have the right to order extra work to be performed on (a) Lump Sum Proposal, (b) Unit Prices, or (c) Time and Material Basis, as described below. No request for payment for extra work will be honored unless accompanied by such written order. All such work shall be executed under the provisions of the Contract. The Contractor's choice of the manner in which the extra work is to proceed is described as follows:

#### (A) Lump Sum Proposal

The Subcontractor will within ten (10) days after receipt of the Contractor's communication submit his Lump Sum Proposal. This Proposal will be itemized and segregated by labor and material for the various components of the work. No aggregate labor total will be acceptable. The Subcontractor will furnish with his Proposal supporting data consisting of sub-subcontractor's and vendor's signed proposals. The Subcontractor will be allowed 10% for overhead and profit on labor performed by his own forces and material purchases. Sub-subcontractors, likewise, will be permitted an allowance of 10% for overhead and profit on their own work. The Subcontractor will be further allowed a 5% commission on all of his sub-subcontractor's work 5% overhead and profit will be allowed on equipment rented by the Subcontractor or sub-subcontractor. The Subcontractor may include in his labor proposal only those workmen and foremen directly involved in the work. All other supervision is included in the 10% overhead and profit allowed. Subcontractor will be entitled to payment for labor, union fringe benefits, insurance, employment insurance, social security, and unemployment insurance, social security, and taxes paid on labor. No overhead or profit will be allowed on social security, unemployment insurance or other insurances or premium time. Subcontractor's material costs will include invoiced costs, transportation, applicable sales or use taxes, actual rental costs or discounted local published rental rates. Use of small tools is included in the Subcontractor's overhead and profit. Overhead and profit as outlined above includes all other costs whatsoever beyond those enumerated. If any of the extra work included in the Lump Sum Proposal is covered by Contract Unit Prices, the Contractor may elect to use these unit prices within the Lump Sum Proposal. No overhead and profit may be applied to these unit prices. The entire value of the change will be the net difference of the work to which will be applied overhead and profit percentages.

#### (B) Unit Prices:

The Subcontractor will submit within five (5) days after receipt of the Contractor's communication his written proposal itemizing the quantities of each item of work for which there is an applicable Unit Price contained in the Contract. The quantities must be itemized in relation to each specific contract drawing. Unit prices will be applied to net differences of quantities of the same item.

#### (C.) Time and Material:

Should the Contractor elect to have any extra work performed on a time-and-material basis in lieu of Lump Sum Proposal or Unit Prices and so notifies the Subcontractor in writing, the Subcontractor shall perform such work at actual, not-to-exceed time and material cost (without any charge for administration, clerical expense, supervision or superintendence of any nature whatever, including foremen, or the cost, use or rental of tools or plant) plus 15% for overhead and profit. Any extra work performed on a time-and-material basis shall be subject to a not-to-exceed cap as agreed upon by the Contractor and Subcontractor prior to commencement of the extra work. Contractor will

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submit within five (5) days after receipt of Contractor's request in writing. To this figure the Subcontractor may add Unemployment Insurance and Old Age Retirement Benefits taxes paid on labor required for the extra work. Moreover, if the Subcontractor procures the performance of extra work by others than its own employees, the Subcontractor shall not be entitled to greater payment than that to which it would have been entitled if it had itself furnished the labor and materials required in connection with the work to be performed under this provision. The Subcontractor will submit to the Contractor daily time and material tickets. Payment will only be made for tickets approved and signed by the Contractor. These tickets will include the identification number assigned to this work, the location and description of the work, the classification of labor employed including workmen's names and social security numbers, the material used, the equipment rented (not tools) and any other information ordered by the Contractor.

Where any such additional work is ordered as provided in this Contract, the Subcontractor shall, for such purposes, permit the Contractor to audit its books. The Subcontractor shall produce any and all data which the Contractor may request for the purpose of determining the correctness of the changes. The Subcontractor shall keep such full and detailed accounts as may be necessary to reflect its operations with respect to such changes and extras, and the system adopted shall be such as is satisfactory to the Contractor. The Owner, Contractor, their agents and employees, shall be afforded access at all reasonable times to the Subcontractor's, sub-subcontractor's and vendor's books, correspondence, instructions, receipts, vouchers, memoranda and records of all kinds, relating to all work under this Contract as well as to such changes and extras, and the Subcontractor shall preserve the same for a period of six years after final payment hereunder. In regard to the foregoing and generally, the Subcontractor hereby authorizes the Owner and Contractor to check directly with its suppliers of labor and materials the charges for such labor, materials and other items appearing in the Subcontractor's bills rendered to the Contractor, to confirm balances due and obtain sworn statements and waivers of liens.

In the case of disagreement as to the amount to be paid or credited the Subcontractor shall promptly comply with the order, and payment to Subcontractor or credit to the Contractor shall be made in accordance with the Contract payment provisions up to the reasonable estimated value of the change as determined by Contractor.

Unless and until the Contractor shall elect either the lump sum, the unit price method or time and material, the Subcontractor shall maintain and submit daily records of labor, material and equipment used in the work which have been acknowledged thereon daily by the Contractor. In any event, Contractor shall have the right to order such changes in the work to proceed promptly prior to the submission of any proposal and/or Contractor's election.

In case of disagreement as to the amount to be paid or allowed, the Subcontractor shall promptly comply with the order and the amount shall be determined by arbitration as herein provided.

Any work included in this contract shall be performed by the Subcontractor at no extra cost to the Contractor despite any order from the Contractor to the Subcontractor which might contemplate such work as an extra.

### BILLS AND NOTICES

41. A bill, statement, notice or communication which one of the parties hereto desires to serve upon the other shall be deemed sufficiently or by a reputable overnight delivery service which maintains evidence of delivery (such as Federal Express) given and rendered if sent by registered or certified mail, return receipt requested, addressed to the other party at the address set forth herein or as otherwise notified. The time of the rendition of such bill, statement, notice or communication shall be deemed to be the time when the same was mailed and each day's notice shall be construed to mean a period of twenty-four (24) hours from the time of mailing.

ALPHA Project #1404

Page 16 of 19

INI: M.M. Date: 7-5-16  
INI: CL Date: 7/26/16

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**RIGHTS AND REMEDIES**

42. All Rights and Remedies of Contractor under this Contract shall be cumulative and shall be in addition to all other Rights and Remedies of Contractor provided by law.

**NO ORAL MODIFICATION**

43. This contract constitutes the entire agreement between parties. The Subcontractor affirms and agrees and represents and warrants that only the statements, representations and promises expressly contained in this Contract have been relied upon by him and have induced him to enter into this Contract. No provision of this contract shall be changed or modified, nor shall this Contract be discharged, in whole or in part, except by an agreement in writing signed by the Party against whom the change, modification or discharge is claimed or sought to be enforced, nor shall any waiver of any of the conditions or provisions of this contract or of any of the rights of either of the parties hereunder be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given, consented to or suffered the waiver. In the event any written change or modification is made as aforesaid, the Contractor's rights and remedies under this contract and under any bond given to the Contractor, in accordance with the requirements of this Contract, shall in no way be prejudiced or impaired, and the bond shall apply and be in full force and effect with respect to this contract as so changed and modified.

**SAVING CLAUSE**

44. If any of the provisions hereof shall contravene or be invalid under the laws of the jurisdiction where it is to be performed, such contravention or invalidity shall not invalidate the whole contract or an other provision thereof, but this contract shall be construed as if not containing the provisions held to be invalid, and the rights and obligations of the parties shall be enforced accordingly.

**EQUAL OPPORTUNITY CLAUSE**

45. In connection with the execution of this contract, the Subcontractor shall not discriminate against any employee of applicant for employment because of race, color, religion, sex or national origin. Subcontractor shall use best efforts to hire both minority and female employees whenever qualified individuals apply for employment. The Subcontractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In conjunction with this provision, the Subcontractor shall conduct its business in accordance with all federal, state and local laws and/or ordinances pertaining to programs concerning affirmative action and equal opportunity.

**EXCULPATION OF PARTNERS**

46. No general or limited partner or shareholder of the Contractor or other holder of any equity interest in the Contractor shall be personally liable for the performance of any obligations under this agreement. The liability of Contractor for Contractor's obligations under this agreement shall be limited to Contractor's interest in the Project, and the Subcontractor shall not look to any of Contractor's other assets seeking either to enforce Contractor's obligations under this agreement or to satisfy a judgment for Contractor's failure to perform such obligations. The Subcontractor will not enter into any agreements with third parties without the inclusion of any exculpatory clause similar to that set forth herein, limiting Contractor's obligation to Contractor's interest in the property.

**MARGINAL NOTES**

47. Marginal notes and article headings used in this contract are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent of this contract, nor do they in any way affect this contract.

**OWNER BENEFICIAL OCCUPANY**

49. If, before final acceptance, the Owner desires to occupy the project or any part thereof which is completed or partly completed, or to place or install therein certain

ALPHA Project #1404

Page 17 of 19

INI: M.M. Date: 7-5-16  
INI: CL Date: 7/26/16

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equipment and furnishings; the Owner shall have the right to do so and the Subcontractor shall in no way interfere with or object to such occupancy by the Owner.

### TERMINATION BY CONTRACTOR

50. If the Subcontractor shall fail to comply with any of the provisions of this contract on its part to be performed, the Contractor shall have the right after three (3) days' written notice to the Subcontractor to terminate this contract and the employment of the Subcontractor, to take possession of the Subcontractor's materials, tools, plant, equipment and appliances used or to be used for the construction, whether on or off the Site, (and for that purpose to enter the premises of the Subcontractor) and to cause the entire remaining work to be finished and the materials to be furnished by another subcontractor or subcontractors or by day's work, as the Contractor deems fit; and the Subcontractor shall not be entitled to any further payment until all the work specified in this contract shall be finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the Contractor in finishing the work, including overhead, attorneys' fees and damage incurred through the default of the Subcontractor, such excess shall be paid to the Subcontractor, but if such expense shall exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor. After the work has been completed, the Subcontractor may remove such materials, tools, plant, equipment and appliances as remain, but neither the Owner nor the Contractor shall be liable for anything that has been lost, stolen, destroyed worn or used. In addition, without terminating this contract, the Contractor may, under the circumstances set forth above, terminate the Subcontractor's right to proceed with any part of the work or with the furnishing of any part of the labor and/or materials.

In the event that the Owner elects not to proceed with or to discontinue the project, the Contractor may terminate this Contract upon written notice to the Subcontractor. Upon termination the obligation of the Owner shall be limited to the cost of work, if any, actually performed.

### TERMINATION FOR OWNER'S CONVENIENCE

51. Anything in this agreement to the contrary notwithstanding, Subcontractor acknowledges that the Owner, through Contractor, shall have the right, at any time for any reason or for no reason at all, to send a written notice to the Subcontractor, terminating this contract in which event the Owner shall pay the Subcontractor for all work actually provided up to the date of the sending of such notice and shall reimburse the Subcontractor for all costs and expenses actually expended and incurred (amounts "incurred" to be limited as though Subcontractor's suppliers and sub-subcontractors had received a similar notice and were bound by a similar provision in their agreements) up to said date which are not cancelable or recoverable by the Subcontractor, and the Subcontractor shall not receive any markup for overhead and profit except to the extent of a reasonable markup on said amount so paid and reimbursed and the parties hereto shall, except as otherwise provided hereinabove, be released of all future liability or obligations under this Agreement.

### KOTECKI WAIVER

52. Subcontractor and any sub-subcontractor into whose subcontract this means is incorporated (and Subcontractor hereby agrees to include this clause in any sub-subcontract into which it enters in connection with the Project) agrees to assume the entire liability for all death or personal injury claims suffered by its own employees, including, without limitation of liability defense based on upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agrees to defend, indemnify and hold harmless Owner, Contractor and Architect, the parent and affiliates of each of them and their agents, employees, officers, and directors from and against all loss, expense, damage or injury of any nature, including, without limitation, reasonable attorney's fees, that the aforesaid Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for any such indemnitee's own negligence. The defense and indemnification obligations set forth in this provision shall survive termination or expiration of this Agreement.

### LABOR AND MATERIALS

ALPHA Project #1404

Page 18 of 19

INI: M.M. Date: 7-5-16  
INI: CC Date: 7/26/14

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TO BE FURNISHED BY  
SUBCONTRACTOR

(c) Subcontractor shall furnish all labor and materials, insurance, tools, supervision, hoisting equipment, scaffolding, appliance, permits and services required for full performance and completion of the required work in compliance with Contract Drawings and Specifications and attached Riders.

CONTRACT PRICE

(d) This Subcontractor shall perform the work set forth herein and shall become a part of this contract:

- Exhibit "A" - Scope of Work
- Exhibit "B" - Schedule of Values: Unit and Alternate Pricing
- Exhibit "C" - List of Drawings
- Exhibit "D" - General Requirements
- Exhibit "E" - Phase 1 Environmental
- Exhibit "F" - Insurance Requirements
- Exhibit "G" - Pay Request Procedure
- Exhibit "H" - Subcontractor Safety
- Exhibit "I" - Prime Contract
- Exhibit "J" - Geotechnical Report
- Exhibit "K" - Sub-subcontractor Incorporation

TIME OF PERFORMANCE

(f) All work of this Contract shall proceed in accordance with direction of the Contractor. This Subcontractor represents that he has manpower, equipment and materials available to expedite all phases of his work. Work shall commence when required but no later than within seventy-two (72) hours of Contractor's notice to proceed and shall be in sequence as required by the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly Executed as of the day and year first above written.

SUBCONTRACTOR:

CONTRACTOR:

Triton Plumbing  
(Subcontractor)

Alpha Construction Services LLC  
(Contractor)

By: MARK MELE  
 (Signature)  
Mark Mele  
 (Print)  
Vice President  
 (Title)  
7-5-16  
 (Date)

By: MARK J. PARISI  
 (Signature)  
MARK J. PARISI  
 (Print)  
GC  
 (Title)  
7-5-16  
 (Date)

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## Exhibit "A" - Scope of Work 15400 - Design Assist Plumbing System

07/15/16

### SCOPE OF WORK ("Work")

The Work shall consist of furnishing all labor, material, equipment, plant, ladders, scaffolding, shoring, bracing, hoisting, rigging, lifting, unloading, flagging, tools, supplies, supervision and other things necessary for the total, complete, satisfactory and timely performance of all Work in accordance with the Subcontract Agreement, including without limitation, all exhibits thereto and all other Contract Documents.

It shall be further understood and agreed that the following is a supplement to the drawings and specifications (Contract Documents) and is not to be considered, except as noted, as replacing the items of work required in the Contract Documents and is meant to indicate, but may not necessarily include, all items to be furnished and installed in every aspect by this Subcontractor, unless stated otherwise.

In addition, the items of work listed shall be performed at no addition to the Contract Price, which includes all applicable taxes, insurance, overhead, profit, fees and any escalation through the completion of the Work.

The Work shall include, but is not necessarily limited to, the following:

#### General Inclusions:

1. Project site is located in a residential area and subject to the City of Chicago 8:00 am Noise Ordinance. Subcontractor to modify work procedures to accommodate noise restrictions as applicable.
2. Subcontractor has reviewed the site and the contract documents and will complete their work including all components, coordination, services, materials, labor, equipment, tools and other items inferable from the Contract Documents.
3. Within reason, it is understood that scheduling may require temporary omissions / box outs of portions of the work at locations to be determined by the General Contractor. All patching, repairs, fill-in and "comeback" work as related to the proper completion of the plumbing work shall be completed at the direction of the General Contractor and be included as part of this Contract.
4. Subcontractor understands that multiple mobilizations may be required and are included in this contract.
5. Subcontractor acknowledges that providing required manpower, scheduling and sequencing of work, coordination of work between other trades on site, coordination for work between Subcontractors' subcontractors and regularly scheduled coordination meetings is required.
6. Subcontractor acknowledges to provide full-time onsite supervision for duration of this Subcontractor's work and to monitor and manage all tier subcontractors within this subcontractor's work including but not limited to: schedule, quality, safety and staffing.
7. There will be limited space on site for storage of materials and equipment. Subcontractors shall not bring materials and/or equipment to the site until they are needed for the progress of the work, unless otherwise approved by the General Contractor.
8. Subcontractor personnel are responsible for their own parking as parking for such personnel will not be provided on the project site.
9. Provide for all inspections, licenses, tests, fees and permits as required by the Contract Documents and governing authorities for this work. The general building permit is provided by the Owner.
10. The Subcontractor must be licensed and bonded with the City of Chicago.
11. Subcontractor must follow all General Contractor's safety rules and regulations, OSHA safety standards including, but not limited to, weekly tool box talks.
12. Subcontractor shall attend pre-construction, pre-installation, Safety, superintendents/foremen, maintenance meetings or any other meetings deemed necessary by General Contractor to facilitate the project and for coordinating the Work with other trades. Participation from Subcontractor Project Manager, Superintendent, Foreman and / or competent person who is authorized to commit contractual decisions as required.
13. Subcontractor shall, take whatever precautions are necessary and carry on operations so as to prevent any settlement, collapse, damage from falling debris or other causes to other Subcontractors' work, adjacent buildings, roofs, structures, sidewalks, paving, utilities and any other existing facilities. Provide shoring or bracing if any is required by the authorities having jurisdiction; or in the absence of such requirements in accordance with accepted engineering practices.

ALPHA Project #1404

Page 1 of 8

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## Exhibit "A" – Scope of Work 15400 – Design Assist Plumbing System

14. Subcontractor is responsible for protecting and securing their materials and equipment especially during times of inclement weather.
15. Subcontractor will be responsible for cleaning streets, sidewalks and alleyways of all mud and debris caused by this Subcontractor's trucks and/or Subcontractor's equipment working on, entering and leaving the site. The hiring of a street sweeper if necessary is included in this contract.
16. Opening and closing of jobsite gates or fencing immediately before and after all incoming and outgoing truck traffic by this Subcontractor.
17. Subcontractor shall provide certified flagmen as required to control Subcontractor's material and equipment deliveries to and from the site.
18. Refer to Exhibit D for remainder of the General Inclusions.

### Specific Inclusions:

#### Design Assist Plumbing System Scope of Work:

Subcontractor will provide all labor, material, equipment, and supervision as required to complete the Design Assist Plumbing System scope of work in accordance with the Contract documents. The Design Assist Plumbing System scope of work should include, but is not limited to, the following:

#### Site Utilities

19. All work as indicated in the Civil drawings.
20. Saw cutting and removal of the existing pavement is included for this Subcontractor's work.
21. Include excavation, backfill and removal of suitable spoils for your work.
22. Street restoration with concrete and asphalt to be retained. *M.M. CC*
23. Provide thrust blocks and concrete encasement of piping as noted on civil drawings.
24. Patching and coring as required for tie-ins to existing
25. Punch list correction as required by the Chicago Department of Water Management.
26. Flushing, testing and chlorination is included from the water valve on North Park Ave. into the building.

#### Building Plumbing

27. All work as indicated in the Plumbing drawings including final hookups.
28. Complete domestic water system including, but not limited to, the following:
  - a. 8" incoming domestic water service
  - b. Booster pumps
  - c. Ejector Pumps
  - d. Sump Pumps
  - e. Compression Tank
  - f. Piping, valves, and fittings
  - g. Insulation per code
  - h. Furnish VFD's as required for all equipment furnished by this subcontract.
  - i. Furnish combo starters and disconnects for all equipment furnished by this subcontract.
  - j. Back-flow preventers, zone and isolation valves, PRV's, and specialties.
  - k. Double detector check of BFP to be furnished by Fire Protection.
  - l. Mechanical equipment humidifier water connections and make-up water.
  - m. Make-up water for Pool.
  - n. Hot water heaters, expansion tanks, and hot water storage tanks
  - o. Frost proof hose bibs and wall hydrants
  - p. Pool fill and drain.
  - q. All plumbing fixtures at roof level - water fountains, sinks, toilets, etc.
  - r. Refrigerator and dishwasher water lines including hook up.
  - s. Guy gray boxes for Residential Washers
  - t. Water meter assembly per City of Chicago

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**Exhibit "A" – Scope of Work  
15400 – Design Assist Plumbing System**

- u. Trash Chute Wash down System
29. Complete sanitary waste system, including but not limited to, the following:
- Incoming 8" combined sewer
  - Ejector pump basins
  - Ejector pumps
  - Sediment basin
  - Triple oil basin
  - Sump basin/ grease trap separator
  - Piping, valves, and fittings
  - Floor drains, trench drains, open site drains, area drains, cleanouts and rod outs.
  - Open site drains and stacks for HVAC equipment. Note condensate risers at apartment Magic-Paks will be provided by the Mechanical contractor.
  - Pool drain system
  - Open site drain for the fire protection system drain down
30. Complete storm water system including, but not limited to, the following:
- Incoming 8" combined sewer
  - Elevator sump pit
  - Sump pumps
  - Roof drains and drain heads
  - Underground storm piping, fittings, and valves
  - Suspended storm piping, fittings, and valves
  - Risers and branch piping with fittings and accessories.
  - Insulation per code
  - Drain tile system with rod outs and filter fabric
31. Complete gas distribution system including, but not limited to, the following:
- Gas booster with by-pass & check valve
  - 2-1/2" Medium Pressure Gas and associated piping, fittings, valves, etc.
  - 5" Low Pressure Gas and associated piping, fittings, valves, etc.
  - Connections to Gas Unit Heaters in garage.
  - Final connections to kitchen equipment, residential dryers, furnaces.
  - Final connections to domestic hot water heaters, make up air equipment, and pool water heater.
  - Subcontractor to position gas piping in convenient location behind appliances
  - Gas piping shall have shut-off valves before entering equipment
  - Gas piping to also be terminated with a nipple end where gas connections are not immediately made

**Safety & Logistics;**

- Review / Survey and locating of subsoil obstructions, foundations and utilities. Includes locate by Digger and secondary independent locates.
- Subcontractor will be responsible for coordinating the testing and inspection services of site utilities and plumbing inspections with the City of Chicago in concert with the overall project schedule and Site Superintendent.
- Subcontractor to provide a proposed site logistics plan showing preferred access for material delivery trucks.
- See Logistics Plan LOG.1. As staging areas are limited, Subcontractor must verify with the General Contractor all locations for temporary stored materials.
- Subcontractor is aware new building is lot line - lot line and has visited the site. There will be some room at the South side of building for hoisting. All deliveries and hoisting to be coordinated with Site Superintendent. Subcontractor is responsible for permits for any work or hoisting in the public way.
- Power may not be available at the time of this Subcontractor's work - i.e. underground plumbing. If temporary or permanent power is not available; generators are the responsibility of this Subcontractor for its work.
- Subcontractor shall provide for the procurement and payment of all permits for cranes or other equipment specific to Subcontractor's work including sidewalk closures. Building permit is the responsibility of owner.

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## Exhibit "A" - Scope of Work 15400 - Design Assist Plumbing System

39. Subcontractor shall designate a safety manager to oversee their work in all phases. This individual must hold a 10-hour OSHA card minimum. 30-hour is recommended. Subcontractor shall prepare and submit a Site Specific Safety Plan (SSSP) which shall be used to train individual employees of the inherent risks associated with each major task.
40. Subcontractor to inform Site Superintendent ahead of time if any safety railings / barricades, hole covers, etc. are to be removed to complete his work. Subcontractor will set up a Controlled Access Zone to install his work and replace barricades, railings, floor hole covers, etc. immediately after completion of work or end of workday whichever comes first.

### Coordination:

41. All design assist subcontractors (i.e. Mechanical, Electrical, Fire Protection and Plumbing) will prepare shop drawings. Joint MEP coordination meetings and drafting sessions will be conducted between trades and monitored by the General Contractor as required to properly coordinate all design assist MEPFP systems in accordance with the schedule. Any interferences between trades shall be resolved cooperatively at these meetings and under the supervision of the General Contractor. Cost resulting from remedial work associated with pipe / duct conflicts will be borne by the contractor failing to attend the coordination meetings and / or install his material at the coordinated elevation or location.
42. Through the MEP coordination meetings, Subcontractors will achieve their routing free of conflicts. In the event there is a conflict in the field, the Subcontractors will reroute work at no increase to the contract price. MEP Subcontractors will sign off on each other's drawings confirming their acceptance.
43. Work includes coordination with General Contractor with regards to scheduling and sequencing of work, work between other trades onsite, work between Subcontractors' subcontractors and regularly scheduled coordination meetings.
44. Coordinate with other trades onsite so others are not caused unnecessary delay or additional work as a result of this Subcontractor's operations.
45. Coordinate with the Concrete, Electrical and Site Utility contractors for placement of underground utilities.
46. Layout & Install cast-in-place sleeves at second floor deck as necessary. Subcontractor is responsible for sleeves, anchors, etc. remaining in place during steel setting and concrete placement.
47. Layout mechanical pads / curbs as necessary for the subcontractor's equipment.
48. Coordinate with Fire Protection contractor and provide 4" level two-holed floor flange parallel to the wall. Provide a domestic tee if required. Flushing, testing and chlorination of service mains is included in this subcontract.
49. Coordinate size and location of required drains with Fire Protection contractor.
50. Subcontractor to layout and verify sleeves are set at appropriate locations in any masonry walls. Coordination with Mason subcontractor is required. For any large Plumbing lines passing through drywall walls, Subcontractor will coordinate with drywall Subcontractor so box headers can be framed ahead of drywall.
51. Install hangers ahead of fireproofing at Level 2 steel. Hangers to have coupler for future extension and drop below steel minimal amount -- 18-24" and be wrapped. Failure to do install "starter rods" ahead of fireproofing and subsequent installation after fireproofing resulting in excessive patching -- defined as more than four (4) inches away from the hanger may result in credit to this contract. Exception is for Storm riser and branch to be installed complete as soon as possible independent of any fireproofing of steel.
52. Subcontractor is responsible for coordinating all civil & plumbing drawings with all Contract Documents.

### Miscellaneous:

53. The Subcontractor shall furnish all labor, materials, services and equipment and do all things necessary to provide a complete Plumbing System as required by and in accordance with the Contract Documents.
54. The Subcontractor understands that the bid documents are not 100% complete in detail. The Subcontractor shall furnish and install all work required to provide a fully functioning, code compliant plumbing system in compliance with all applicable building codes and all governing agencies exercising authority and jurisdiction on the project.
55. All dewatering required for installation of this subcontractor's work with 3" pump or less.
56. Forty-eight (48) hour notice for all deliveries is required. If proper notice is not provided, delivery may be turned away at discretion of the General Contractor.
57. Building cannot be stockpiled at one time. There will not be room on the floors for stockpiling large deliveries. Subcontractor realizes that deliveries need to take place on an as needed basis. Off-site storage if needed to be provided at no additional cost.
58. Loading plan must be submitted to General Contractor and approved before stocking.

ALPHA Project #1404

Page 4 of 9

IN: M.M. Date: 7-26-16  
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## Exhibit "A" – Scope of Work 15400 – Design Assist Plumbing System

59. In cases where system manufacturer's recommendations or requirements exceed contract requirements, detail changes to be made at no additional cost.
60. Subcontractor shall provide all inspections, licenses, tests, and fees required by the Contract Documents and Authorities Having Jurisdiction for this work, including but not limited to, overtime and / or standby work that may be required for testing or equipment startup.
61. Provide all testing necessary for full installation of the Plumbing system.
62. Any hot work must have a hot work permit filled out ahead of time including one-hour fire watch at end of work day and fire extinguisher.
63. Layout for the work of this subcontract (building control will be provided only). Layout to be with non-staining chalk on concrete slabs.
64. Includes fire safing, fire caulking and fire stopping for all penetrations through rated walls and floors for this subcontractor's work. Provide watertight fire stopping at all floor penetration and assemblies. Non-rated wall penetrations to be caulked by Drywall Subcontractor. Subcontractor will provide escutcheons plates as required at all sprinkler penetrations.
65. Subcontractor shall not hold Contractor responsible for theft or damages of Subcontractor's material or equipment before permanent installation.
66. Subcontractor shall pay all costs incurred for any remedial and replacement work which may be required because of the damages resulting from the Subcontractor's work without increase to the contract price.
67. All notifications for extra work shall be submitted, in writing to the contractor within five (5) working days of receiving any information that could affect time or cost. Includes design updates. If a written notification of a cost impact is not received within five (5) working days, then Subcontractor agrees that there shall be no charge for the extra work, and Subcontractor shall proceed with performance of the additional work. No extras shall be allowed unless authorized in writing by the Contractor with an approved Change Order.
68. Daily clean-up to dumpsters located at grade level. Dumpsters and trash chute to be provided by General Contractor. Any other removal container (i.e. Gondolas) are furnished by this Subcontractor. If after verbal and written notice from General Contractor, Subcontractor fails to properly clean up, General Contractor reserves the right to clean up on Subcontractor's behalf and credit this contract accordingly.
69. Lighting protection system if required (grounding).
70. Any fire protection lines requiring a chase or soffit will have to be approved by Architect via RFI.
71. Provide valve tags and flow direction indicators required by code and the Contract Documents. All valves to be charted and shown on the as-built drawing.
72. Piping to be labeled as to what areas they serve as required by the Contract Documents and industry standards.
73. Provide retail spaces with domestic cold water piping stubs, capped with a shut-off valve.
74. Furnish and locate access panels for installation by others as required. Provide a drawing locating the panels during MEP coordination.
75. Provide all backflow prevention devices as required per code & drawings including certification & fees.
  - a. Provide backflow preventers for make-up water and all connections where required by code.
  - b. Double detector check of BFP to be furnished by Fire Protection. Plumber to receive, handle, install and certify.
76. Insulation per Contract Documents, including but not limited to:
  - c. Provide insulation for all domestic water in-wall piping.
  - d. Insulation of horizontal storm from drain assembly to risers.
  - e. Insulation of waste piping that is receiving condensate.
77. Provide temporary water connections for mason / wet trades. One (1) per floor located in an area where rise / valve will not interfere with permanent contract work i.e. Trash room or Area of Rescue Assistance in Stairwell, etc. Coordinate with site Superintendent.
78. Subcontractor shall expedite completion of the storm drain piping, risers and roof drains as required to provide for a fully operable storm water drainage system to remove water from the building / site.
79. Subcontractor shall install a temporary ejector sump pump (with floats) of sufficient capacity to remove ground/rain water during construction. Includes PVC piping out of building to remove water from wellpoint.
80. Furnish all hose starters / disconnects for all equipment furnished by this subcontract. Power wiring and installation of all motor starters or disconnects will be performed by the Electrical and Control contractors..
81. Understanding that prior to making any substitution and/or modification to any part of the approved permit system design, written approval must be received by Ownership and the City of Chicago. Should the City of Chicago not

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**Exhibit "A" – Scope of Work  
15400 – Design Assist Plumbing System**

approve the proposed design modifications, this subcontractor will be required to proceed with the City of Chicago directive at no additional cost. Further, it is understood that any proposed modifications to the approved permit design must be coordinated through the General Contractor.

81. All work associated with pipe and fittings, joints, cleanouts, floor drains and floor sinks, roof drains, downspout nozzles, air gap fittings, traps, backwater valves, discharge check valves, discharge isolation valves, sump pumps, sewage ejectors, sump basins, sump cover, grating at elevator sump pit, and precast grease interceptor.
82. Subcontractor shall provide condensate drains and risers for all equipment where required; including but not limited to: air conditioning condensers / evaporator coils. Drains to be coordinated between Plumbing subcontractor and Mechanical contractor. Mechanical contractor will make final connections from equipment to open site drains adjacent to equipment.
83. Include all water, waste & vent for residential laundry areas including furnishing & installation of grey boxes and final hook up of residential washers and dryers.
84. Understanding the Subcontractor is responsible for ensuring finishes – particularly flooring is not damaged during final appliance hookup.
85. Inspections as required by General Contractor and City Task Force to meet requirements for occupancy of individual residential units and overall building including any temporary valves or testing required. Units may be turned over on a floor by floor basis.
86. Included are required warranties, system guarantees, and as-builts. Any equipment used during the construction phase or initial occupancies will have an extended warranty through the final occupancy date.
87. Provide instruction to Owner's personnel about procedures, testing, care, and maintenance requirements as it pertains to this scope of work. (Owner training) at end of the project.
88. Included is any support steel to properly complete this scope of work.
89. Any bracing as required for this Subcontractor's work is included.
90. Included is all testing & balancing and chemical treatments of plumbing systems.
91. Subcontractor monthly payments shall be billed on a percent complete based on a schedule of values.

**Schedule:**

Subcontractor acknowledges and agrees that time is of the essence in completing the Work. Work to be performed in accordance with the project schedule as developed and updated by the General Contractor.

- Certificate of Insurance 5 working days after notice of contract award
- Submittals, product data, shop drawings and cut sheets within 10 working days after notice of contract award.
- Site Specific Safety Plan and SDS sheets are due at time of Preconstruction meeting.
- Basins to be onsite in 2 weeks or sooner after architect/engineer approval. Coordinate all deliveries and installation with General Contractor.
- Pump packages to be onsite in 6 weeks or sooner after architect/engineer approval. Coordinate all deliveries and installation with General Contractor.
- Rough-in per floor to be complete in 13 consecutive work days from commencement of installation or as agreed upon with General Contractor.
- Trim per floor to be complete in 5 consecutive work days from commencement of installation or as agreed upon with General Contractor.
- Installation of roof drains and associated risers to be complete in 15 consecutive working days after placement of roof decks or as agreed upon with General Contractor.
- Provide all required close-out documents within 10 working days of the completion of this Subcontractors Work.

As used herein, the term "except under circumstances related to acts of God" shall mean delays due to natural catastrophe, strike, riot, material or labor shortage, or governmental regulation or restriction.

End of Exhibit A

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GC Lic # TGC068459

Exhibit "C" – Construction Documents

6/20/2016

Plans and Specifications Issued for Bid Drawing Set – 6/10/15 updated plan dates to follow\*

Drawing	Title	Date
A0.01	Cover Sheet	5/12/16
A0.02	Project/ Code Information	5/12/16
A0.03	Specification & Energy Code	5/12/16
A0.04	Accessibility Specifications	5/12/16
L-01	Landscape Plan	11/11/15
L-02	Landscape Details	11/11/15
C-01	Cover Sheet	2/29/16
C-02	General Notes	2/29/16
C-03	Existing Conditions	2/29/16
C-04	Demolition Plan	2/29/16
C-05	Geometric Plan	2/29/16
C-06	Grading Plan, Drainage, & Utility Plan	2/29/16
C-07	Typical Sections	2/29/16
C-08	Civil Details	2/29/16
C-08A	Civil Details	2/29/16
C-09	Water Profile Sewer Profile	2/29/16
C-10	Water Details	2/29/16
ERS1.0	ERS Plan	5/12/16
ERS1.1	ERS Details	5/12/16
ERS1.2	ERS Details	5/12/16
ERS1.3	ERS Full Sections	5/12/16
ERS1.4	ERS Steps 1-3	5/12/16
ERS1.5	ERS Steps 4	5/12/16
ERS1.6	ERS Steps 5-7	5/12/16
ERS1.7	ERS Steps 8-10	5/12/16
LOG.1	Logistics Plan	1/13/16
A1.01	Egress & Fire Separation	5/12/16
A1.02	Egress & Fire Separation	5/12/16
A1.03-A	Type A Unit Kitchen/Bath Interior Elevations	5/12/16
A1.03-B	Type B Unit Kitchen/Bath Interior Elevations	5/12/16
A1.04-A	Wall Types	5/12/16
A1.04-B	Wall Types	5/12/16

ALPHA Project #1404

Page 1 of 5

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## Exhibit "C" – Construction Documents

A1.05	Enlarged Stair Plans	5/12/16
A1.06	Enlarged Stair Plans & Sections	5/12/16
A1.07	Enlarged Stair Sections	5/12/16
A1.08	Stair Details	5/12/16
A2.00	Site Plan	5/12/16
A2.01	Below Grade Parking Overall Plan	5/12/16
A2.02	1 <sup>st</sup> Floor Parking Plan	5/12/16
A2.03	2 <sup>nd</sup> Floor Overall Plan	5/12/16
A2.04	3 <sup>rd</sup> -4 <sup>th</sup> Floor Overall Plan	5/12/16
A2.05	5 <sup>th</sup> -6 <sup>th</sup> Floor Overall Plan	5/12/16
A2.06	7 <sup>th</sup> Floor Overall Plan	5/12/16
A2.07	Roof Plan	5/12/16
A2.08	High Roof & Roof Drain Plan	5/12/16
A3.01	Basement Reflected Ceiling Plan	5/12/16
A3.02	1 <sup>st</sup> Floor Reflected Ceiling Plan	5/12/16
A3.03	2 <sup>nd</sup> -4 <sup>th</sup> Floor Reflected Ceiling Plan	5/12/16
A3.04	5 <sup>th</sup> -6 <sup>th</sup> Floor Reflected Ceiling Plan	5/12/16
A3.05	7 <sup>th</sup> Floor Reflected Ceiling Plan	5/12/16
A3.06	Roof Level Reflected Ceiling Plan	5/12/16
A4.01	Enlarged Plans and Elevations	5/12/16
A4.02	Enlarged Plans and Elevations	5/12/16
A4.03	Enlarged Unit Plans	5/12/16
A4.04	Enlarged Unit Plans	5/12/16
A4.05	Enlarged Unit Plans	5/12/16
A4.06	Enlarged Unit Plans	5/12/16
A4.07	Enlarged Unit Plans	5/12/16
A4.08	Enlarged Unit Plans	5/12/16
A5.01	North & East Elevations	5/12/16
A5.02	South & West Elevations	5/12/16
A5.03	Roof Deck Sections / Elevations	5/12/16
A6.01	Building Sections	5/12/16
A6.02	Building Sections	5/12/16
A6.03	Building Sections	5/12/16
A6.04	Building Sections	5/12/16
A6.05	Wall Sections	5/12/16

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## Exhibit "C" - Construction Documents

A6.06	Wall Sections	5/12/16
A6.07	Wall Sections	5/12/16
A7.01	Schedules	5/12/16
A7.02	Natural Light & Vent Schedules	5/12/16
A8.01	Head, Jamb & Sill Details	5/12/16
A8.02	Details	5/12/16
A8.03	Details	5/12/16
A8.04	Details	5/12/16
A8.05	Details	5/12/16
S0.00	Structural Notes, Specifications, And Design Data	3/2/16
S0.01	Structural Notes and Specifications	3/2/16
S0.02	Structural Notes and Specifications	3/2/16
S1.00	Foundation Plan	4/12/16
S2.01	L2 Parking Framing Plan	2/29/16
S2.02	Second Floor Framing Plan	3/15/16
S2.03	Third Floor Framing Plan	3/15/16
S2.04	Fourth Floor Framing Plan	3/15/16
S2.05	Fifth Floor Framing Plan	3/15/16
S2.06	Sixth Floor Framing Plan	3/15/16
S2.07	Seventh Floor Framing Plan	3/15/16
S2.08	Roof Framing Plan	3/15/16
S2.08A	Mechanical Rooms @ Penthouse Floor Framing Plan	2/29/16
S2.09	High Roof Framing Plan	2/29/16
S3.00	Foundation Details	2/29/16
S3.01	Foundation Details	4/12/16
S3.02	Foundation Details	2/29/16
S3.03	Foundation Details	2/29/16
S4.01	Framing Details	2/25/16
S4.02	Framing Details	2/29/16
S4.03	Framing Details	2/29/16
S4.04	Framing Details	2/29/16
S4.05	Framing Details	2/29/16
S4.06	Framing Details	2/29/16
S4.07	Framing Details	2/29/16
S4.08	Framing Details	2/29/16

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## Exhibit "C" – Construction Documents

S5.00	Shear Wall Elevations	2/29/16
S5.01	Cold-Formed Lateral Bracing	2/29/16
S5.02	Window Opening Schedule & Details	3/15/16
P-0	Underground & Garage Plumbing Plan	5/12/16
P-1	1 <sup>st</sup> Floor Plumbing Plan	2/29/16
P-2	2 <sup>nd</sup> Floor Plumbing Plan	2/29/16
P-3	3 <sup>rd</sup> -4 <sup>th</sup> Floor Plumbing Plan	2/29/16
P-4	5 <sup>th</sup> -6 <sup>th</sup> Floor Plumbing Plan	2/29/16
P-5	7 <sup>th</sup> Floor Plumbing Plan	2/29/16
P-6	Roof Plumbing Plan	2/29/16
P-7	High Roof Plumbing Plan	2/29/16
P-8	Plumbing Riser Diagram & EQPT	4/8/16
FP-1	Garage Sprinkler Plan	2/29/16
FP-2	1 <sup>st</sup> Fl. Garage Sprinkler Plan	2/29/16
M-1	Garage Mechanical Plan	2/29/16
M-2	1 <sup>st</sup> Floor Mechanical Plan	2/29/16
M-3	2 <sup>nd</sup> Floor Mechanical Plan	2/29/16
M-4	3 <sup>rd</sup> -4 <sup>th</sup> Floor Mechanical Plan	2/29/16
M-5	5 <sup>th</sup> -6 <sup>th</sup> Floor Mechanical Plan	2/29/16
M-6	7 <sup>th</sup> Floor Mechanical Plan	2/29/16
M-7	Roof Mechanical Plan	2/29/16
M-8	High Roof Mechanical Plan	2/29/16
M-9	Schedules, EQPT Lists, & Notes	2/29/16
M-10	Ventilation & Heat Loss Schedules	2/29/16
M-11	Mechanical Details	2/29/16
E-0	Electrical Symbols, General Notes, Details	2/29/16
E-1.0	Basement Electrical Plan	2/29/16
E-1.1	Ground Floor Electrical Plan	2/29/16
E-1.2	2nd Floor Electrical Plan	2/29/16
E-1.3	3 <sup>rd</sup> -4 <sup>th</sup> Floor Electrical Plan	2/29/16
E-1.4	5 <sup>th</sup> -6 <sup>th</sup> Floor Electrical Plan	2/29/16
E-1.5	7 <sup>th</sup> Floor Electrical Plan	2/29/16
E-1.6	Roof Electrical Plan	2/29/16
E-1.7	Upper Roof Electrical Plan	2/29/16
E-6.0	Electric Riser Diagram (Basement – 3 <sup>rd</sup> Flr)	2/29/16

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### Exhibit "C" – Construction Documents

E-6.1	Electric Riser Diagram (4 <sup>th</sup> Floor – Roof)	2/29/16
E-7.0	Equipment Connection Schedule	2/29/16
E-7.1	Load Calculatlons	2/29/16
E-7.2	Panel Schedules & Notes	2/29/16
E-8	Lighting Fixture Schedule Details and Notes	2/29/16
E-9	Communication Details Details and Note	2/29/16
	Environmental Report	6/25/14
	Geotechnical Report	6/12/15
	All shop drawings required for Sub's work**	

\* Subcontractor is aware that the above documents have evolved through the bidding and negotiating of the contract. The Subcontractor is aware of the changes made and has included all in pactr in the contract amount and schedule.  
\*\* Subcontractor identify and request of Contractor any shop drawings needed for the continuation and completion of their work.

End of Exhibit C.

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1525 W. Homer, Suite 401  
Chicago, IL 60642

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GC Lic # TGC068459

## Exhibit "D" - General Requirements

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6/20/2016

### 1. WORK PLAN

Prior to commencement of the Work, Subcontractor shall meet with Contractor to discuss Subcontractor's work plan detailing the following items:

- Specific Means & Methods
- Man Power
  - Installation / Erection Procedures
  - Equipment Requirements and Delivery Dates
  - Staging / Site Storage
  - Schedule
  - Safety
  - Site Logistics
  - Quality Assurance / Quality Control Measures
  - Organization Chart listing Key Personnel and Phone Numbers in case of Emergency
  - Delivery Requirements
  - Hoist (if applicable) / Tower Crane Requirements

In addition, Subcontractor shall submit prior to commencement of any work, a safety pre-plan for this specific project as well as a copy of Subcontractor's written corporate safety program, which will be reviewed by Contractor's Project Manager.

### 2. EXECUTION OF THE WORK

- a. **As-Built Drawings:** Subcontractor shall maintain a complete and up-to-date set of as-built drawings at the site. Contractor may request progress as-builts to be submitted for review and coordination. At completion of the Subcontractor's Work, Subcontractor shall submit to the Contractor, three (3) sets of as-built drawings "for record only", clearly indicating all change orders, RFI's, Addenda, changes in the field, etc. which pertain to the Subcontractor's Work. Periodically throughout the course of the project, the Contractor may review such as-built drawings to verify their timely completion.
- b. **Awareness:** Subcontractor shall have reviewed all bid documents and submitted a proposal that is inclusive of the requirements specified within this Exhibit. The Subcontractor shall inspect the premises of this Project and take into consideration all reasonable contingencies and existing conditions necessary to furnish and install the

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## Exhibit "D" - General Requirements

WORK of his trade complete in every respect and as required by the Contract Documents as part of his WORK under the Agreement.

This listing of WORK items and obligations of the Subcontractor in the preceding paragraphs shall not be construed as necessarily including every item of WORK which the Subcontractor is required to perform every obligation which he is required to fulfill; and unless an item of obligation is specifically excluded herein, the Subcontractor remains responsible for doing all things necessary and for fulfilling all related obligations thereto which are required and implied by this Agreement.

Subcontractor understands the current DESIGN DOCUMENTS are not 100% complete in detail, however the Subcontractor shall furnish and install all WORK required to provide a fully functioning system in compliance with all applicable codes and governing agencies and as intended or reasonably inferred by the Contractor without seeking any additional compensation.

The Agreement shall be understood to cover completely operational systems. All of the varying disciplines within the Drawings (i.e. Architectural, Structural, Mechanical, Civil, etc.) are to be taken together. In the event of a discrepancy, the document containing the more stringent requirement (or greater quantity) shall govern, unless otherwise clarified by Contractor.

In the event of any conflicts between the requirements of the Contract Documents, this Agreement, the O.S.H.A. Standards and any other Applicable Codes, Ordinances, Rules and Regulations, the more stringent and more specifically applicable to the Work in question shall govern.

Subcontractor is aware that the Commonwealth Edison power lines that adjoin the property will be live while its Work is in progress and will make all the necessary arrangements to assure the safety of both the crew and the power lines.

- e. **Coordination with Other Trades:** The Subcontractor shall coordinate the delivery and installation of the WORK with the requirements of the Contractor, and with all Subcontractors of the Contractor, working together with all of them as necessary so that all of the various components of the building may be properly integrated therein without interferences between them.

Subcontractor shall allow Contractor's Material Testing & Inspection Consultant access to the WORK for purposes of inspection and verification of compliance with design.

- d. **Coring & Fire Sealing:** If applicable, the Subcontractor shall perform any and all coring

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## Exhibit "D" – General Requirements

of holes in concrete which may be required due to incorrectly set sleeves in order for the Subcontractor to complete the WORK, subject to the following qualification:

The Subcontractor shall not perform any concrete coring work without the CONTRACTOR'S prior approval of the sizes and exact locations of the core holes. Also, under no circumstances shall the Subcontractor cut reinforcing steel bars unless such cutting is specifically approved by the Contractor prior to the cutting thereof. Under no circumstances shall the Subcontractor cut post-tensioning tendons. If sleeves are missed, it may be necessary for Subcontractor to x-ray the slab if required by the Contractor.

Subcontractor shall "fire-seal" all wall, floor and roof penetrations as created for the execution of their WORK, as required by the City of Chicago Building and Fire Prevention requirements. Such fire sealing shall maintain the same rating of the wall, floor and/or roof requiring the penetration.

- e. Daily Clean-up: The Subcontractor shall clean up daily (to a broom clean quality) all debris generated by the Subcontractor and shall deposit this debris into the Contractor provided dumpster located at the ground floor building exterior. Any Subcontractor who fails to perform daily clean up will be back charged for clean-up performed by Contractor on the Subcontractor's behalf.

Subcontractor shall remove all equipment, materials and debris from the site regularly as the work progresses in a nuisance-free manner, and dispose of in locations off site in dumps specifically licensed to accept the demolition debris.

- f. Daily Field Reports: Subcontractor's foreman or superintendent shall on a daily basis complete and submit to Contractor's Job Superintendent a daily work activity / production report that describes the work performed, quantities placed, tradesmen by classification, man hours worked, major equipment on-site, any accidents or injuries, etc.
- g. Deliveries: Subcontractor shall reserve space on the skip hoist (if installed by Contractor)/interior elevator with the Contractor's Job Superintendent prior to any delivery or mobilization of any materials to the site. The Subcontractor must receive the Contractor's Job Superintendent's authorization prior to mobilization of any equipment, stockpiling any materials, or setting up temporary facilities on the job site. Setting up temporary facilities is each Subcontractor's responsibility.
- h. Equipment: The Subcontractor shall include as part of the WORK, the providing, installing, relocating, protection, and timely removal of all scaffolding, cranes, or other equipment and materials, required to perform the WORK.

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## Exhibit "D" – General Requirements

The Contractor must inspect and approve all Subcontractor's work and verify completion of Subcontractor's scope prior to Subcontractor removing equipment from Property.

**Field Verification & Layout:** All dimensions and height elevations shown on the DRAWINGS, including dimensions and locations of related work established by other trades, are believed to be correct, but the Subcontractor shall verify them at the SITE and notify the Contractor of any discrepancies found before proceeding with the Work. Similarly as to final lines and grades established by official surveys, the Subcontractor shall check the DRAWINGS against such established lines and grades and notify the Contractor of discrepancies found. Extra WORK caused by discrepancies shall not entitle the Subcontractor to extra compensation.

The Subcontractor shall be responsible for establishing laying-out lines and grades required for his WORK from control lines and benchmarks established by the Contractor. Qualified personnel shall be employed by the Subcontractor for this purpose and to verify same from time to time as the work progresses. The Subcontractor shall check and be responsible for the proper location and level of all WORK, and for the maintenance of the reference lines and benchmarks. Subcontractor shall perform field layout of existing as-built conditions prior to fabrication of any materials and compare to shop drawings. Subcontractor shall revise shop drawings, (fabrication and erection drawings, as applicable) to accommodate reasonable variations in the as-built concrete. Failure to take field measurements prior to fabrication will not entitle Subcontractor to additional compensation.

- j. **Mailing Address:** All correspondence shall be sent to the following address:

Alpha Construction Services, LLC  
1525 W. Homer St., Suite 401  
Chicago, IL 60622

- k. **Material Hoist (If Applicable) & Cranes:** The Contractor will provide free of charge to the Subcontractor use of the Contractor's personnel and material hoisting facilities and/or mobile crane, during regular working hours, subject to scheduling by the Contractor's job superintendent. Overtime use of the personnel/material hoist and/or mobile crane shall be charged to the Subcontractor. Deliveries that require hoisting shall be scheduled in advance on the skip hoist/elevator and/or mobile crane schedule with the Contractor's Job Superintendent.

- l. **Meeting Attendance:** A responsible representative of the Subcontractor shall attend the weekly Progress & Coordination meetings scheduled by the Contractor. A Project

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## Exhibit "D" – General Requirements

Manager's Meeting will be conducted for M.E.P. Coordination and a Superintendent's Meeting will be conducted to discuss project safety, schedule progress, coordination issues, manpower and equipment requirements, material deliveries, punch list, etc.

- iii. **Multiple Mobilizations:** Subcontractor fully understands that the WORK they are subcontracted for may require more than one trip to the jobsite and that on a daily basis the necessary manpower and equipment shall be supplied as required to meet Contractor's construction schedule.
- ii. **Out of Sequence Work:** The Subcontractor shall apprise himself of the locations of the temporary construction hoists, tower cranes, heaters, and any other temporary construction equipment and the work of other trades. In the event any of these interferes with the installation of the Subcontractor's WORK, the Subcontractor shall be responsible for providing all necessary accommodations to such interferences in the performance of the WORK, including any rescheduling, re-routing and/or re-mobilization which may be required, all at no change to the CONTRACT PRICE, and shall coordinate with the other Subcontractors wherever there is a conflict with their WORK.

Subcontractor shall complete his WORK when directed by the Contractor's Job Superintendent and not necessarily in the normal sequence of construction. Subcontractor understands and agrees that certain portions of the Interior Finish Work may be performed out-of-sequence to accommodate the Owner's delivery schedule for particular condominium units.

- o. **Overtime / Weekend Work:** Subcontractor shall provide 48 hours notice to Contractor that Subcontractor plans to work extended weekdays or weekend hours. Prior authorization shall be received from Contractor's Superintendent. If overtime /weekend work is required to be worked by Subcontractor as a result of Subcontractor falling behind schedule, then any additional skip/elevator/crane operator charges, if applicable, shall be backcharged to Subcontractor.
- p. **Permits & Licenses:** Subcontractor shall provide and pay for all licenses, permits, and inspection fees required to perform their WORK. This excludes any fees in connection with the general building permit.

The Subcontractor must be licensed and bonded with the municipality in which the Project is located.

- q. **Punchlist:** Subcontractor shall perform all WORK with the goal of minimizing punchlist items, and shall provide Contractor with sufficient manpower to perform residential unit pre-punchlist walkthroughs in order to minimize buyer punchlists. Subcontractor shall

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## Exhibit "D" – General Requirements

attend weekly Punchlist Meetings with Contractor's Job Superintendent (to occur in conjunction with weekly Foremen Meetings). Subcontractor shall have sufficient field staff to complete punchlist items in a timely fashion, while recording and reporting completed punchlist items on a daily basis back to the Contractor.

**Storage, Temporary Facilities & Protection of Materials:** Subcontractor shall insure at their cost the value of all materials until it is incorporated and permanently affixed to the building. Subcontractor shall be responsible for the protection of his materials and equipment until incorporated into the WORK and accepted by the Owner. Protection includes but is not limited to transporting, on-site storage, installation and final adjustments.

Subcontractor understands that their materials stored on-site may be required to be moved from time to time and such relocation expense is included in the Contract Price. Subcontractor must receive the Contractor's Job Superintendent's authorization prior to stockpiling any materials or setting up temporary facilities on the jobsite.

- s. **Protection of Persons & Property:** Subcontractor shall provide and maintain at all times, lights, signals, barricades, flagmen and all other protective measures as required to protect persons from injury and property from damage as a result of Subcontractor's WORK.
- t. **Safety:** Subcontractor shall adhere to Contractor's Safety Program and shall provide all OSHA protections required. Subcontractor agrees to remove from the site any employee who in Contractor's sole discretion is consistently failing to comply with any safety requirement(s).

**"Take 5" Safety Meetings:** At the start of each workday, the Subcontractor's Superintendent shall conduct a "Take 5" safety meeting with the Subcontractor's field work force to discuss the WORK activities planned for the day, any precautions to be taken, and the Safety Plan. If the original plan changes for that day, or weather conditions change, then Subcontractor shall conduct another "Take 5" safety meeting, as needed.

**Weekly Toolbox Safety Meeting:** On a weekly basis, Subcontractor's Superintendent shall submit to Contractor's Superintendent a written tool-box safety talk report with the signature of all attendees present.

Subcontractor shall acknowledge and agree that all of its Work shall be governed by the latest edition of the Occupational Safety and Health Standards for the Construction Industry as published by the United States Department of Labor's Occupational Safety

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and Health Administration ("O.S.H.A."). The requirements of Subpart T of the O.S.H.A. Standards, Sections 1926.850 through 1926.860 and Section 1910.1001 shall apply.

Subcontractor shall designate an OSHA Competent Safety Manager to oversee the work in all phases. This individual must have passed the 30 hour OSHA training. Subcontractor shall prepare and submit a job specific Erection Plan which shall be used to train individual employees of the inherent risks associated with each major task.

Subcontractor shall provide, install, maintain, relocate and remove all temporary ladders required to perform their Work. Ladders shall meet OSHA requirements and shall be used by other trades. Subcontractor shall remove debris promptly and do not openly burn or otherwise incinerate anything on the site. Keep required fire-extinguishing equipment in serviceable condition, properly distributed, so that it will be available for immediate use. Afford adequate facilities for inspection by and carry out the recommendations of the City of Chicago Park Fire Department. Subcontractor shall, wherever using a cutting torch or other equipment which might cause a fire is being used, keep fire extinguishers nearby and ready for instant use. Users of such equipment shall be instructed in the proper method to prevent fires and to extinguish a fire. Subcontractor shall designate min. one (1) man in a supervisory capacity on each shift who shall be assigned and held responsible for calling the Fire Department immediately whenever a fire occurs. These men shall also inspect the premises for possible fire whenever shifts are changed or work stopped for any reason.

- ii. **Schedule:** Subcontractor shall provide sufficient labor, material and equipment to complete Subcontractor's WORK within the time permitted in Contractor's Construction Schedule. All lost time attributable to Subcontractor shall be made up during extended hours and/or weekends at no additional cost.

The Subcontractor shall schedule delivery of materials and conduct his operations in such a manner as to provide for early operation (partial occupancy) of the permanent facilities of the building as soon as possible in accordance with the Contractor's Construction Schedule. The Contract Price includes any temporary measures or out-of sequence work required in order to meet partial occupancy requirements.

Subcontractor shall, if requested by Contractor, provide a detailed Critical path Gantt chart type schedule showing all major work activities, logic ties, durations, early finish and start dates, and any other information reasonably requested. This schedule will comply with the milestones shown in exhibit "A" and may be used by Contractor to create a detailed Construction Schedule.

Subcontractor understands that any Construction Schedule provided to the subcontractor

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## Exhibit "D" – General Requirements

is preliminary and can / will be updated from time to time to reflect the actual start date based upon receipt of the building permit as well as actual field progress. Subcontractor's start dates and activities will be adjusted (at no additional increase to the CONTRACT PRICE) accordingly based upon required changes to the construction schedule.

Subcontractor shall provide all required weather protection for its Work and be responsible for all expenses and activities of every kind and nature in connection with the Work due to inclement weather, including standby labor or show-up time requirements, when and as needed.

- v. **Site Access:** Subcontractor is aware access to the North elevation is restricted due to the adjacent building. Entry onto adjacent east alleyway and south and west public sidewalks is only permitted to the extent that Contractor has obtained public way permits for use. Subcontractor shall obtain the proper permits for Subcontractor-specific hoisting and/or work in the public way.

Subcontractor shall reposition the site fencing if moved or disturbed by his daily work.

- w. **Site Facilities:** Subcontractor is responsible for providing and maintaining his own communication equipment and services such as telephones and radios, as well as drinking water and ice for Subcontractor's own field forces. Subcontractor's Field Superintendent or Foreman shall be provided with a cell phone for communication with Contractor. Contractor shall provide for temporary toilet facilities to be shared by all Subcontractors on-site.

The Contractor will provide free use of electricity to the Subcontractor on the jobsite for power and light, subject to the Subcontractor reviewing the capacity of the Contractor's temporary electrical system with the Contractor and/or the Contractor's electrical Subcontractor prior to any heavy use thereof by the Subcontractor. Subcontractor to provide his own generators, extension cables and connections for temporary power beyond the scope and capacity of the temporary electrical system as the Subcontractor may require to perform his own WORK.

Subcontractor shall provide 100% ground control using full time laborer with an additional full time flagger to coordinate deliveries, erection, and installation of Subcontractor's work.

- x. **Soil Conditions:** Subcontractor has reviewed all pertinent Geotechnical and Environmental Reports incorporated herein. Furthermore, Subcontractor has inspected the site and is aware of the general soil conditions which are expected to be encountered on-site.

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## Exhibit "D" – General Requirements

Subcontractor to address, at their cost, all dewatering required for the installation of their work.

Subcontractor shall not hold Contractor responsible for theft or damages of Subcontractor's material or equipment before permanent installation.

- z. **Submittals, O & M's, Owner Instruction:** The Subcontractor shall deliver to the Contractor all submittals required by the Contract Documents in a timely manner to allow for the specified review/approval time in order to meet the Construction Schedule.

The Subcontractor shall provide shop drawings to indicate all elevations, dimensions to building lines for the work, including all architectural, structural, mechanical, and electrical items which are pertinent to proper and accurate coordination. Subcontractor shall highlight on their shop drawings any items of work that are to be performed by others and if Subcontractor fails to do so, Subcontractor shall be responsible for said items of work.

Subcontractor shall provide four (4) bound copies of the Operating & Maintenance Manuals, including operating instructions; parts lists; service manuals; wiring diagrams; and test reports for the equipment.

Prior to acceptance of the work, Subcontractor shall provide four (4) hours of instruction of Owner's personnel about equipment procedures, test, care and maintenance. Such instruction shall be conducted by experienced and knowledgeable personnel.

- aa. **Testing:** The Subcontractor shall provide all required assistance to the Contractor or any Subcontractor to test or prove-out equipment or systems of their WORK to all parties requiring same. Subcontractor shall provide all completed test reports required by the CONTRACT DOCUMENTS.
- ab. **Warranty:** The Subcontractor shall provide a written minimum one year warranty (three originals) covering all equipment, materials and workmanship in accordance with the CONTRACT DOCUMENTS. The warranty period shall commence upon the later of: (1) OWNER authorized date of Project Substantial Completion, or (2) as per the CONTRACT DOCUMENTS.

Subcontractor agrees that all warranties of Subcontractor's WORK are made to the Owner and Contractor and are assignable by the Contractor to the Owner. In the event that the commissioning of any equipment occurs during a season during which such equipment would not normally be placed in operation, the Subcontractor will cause the

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## Exhibit "D" – General Requirements

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equipment warranty to be extended to a period commencing when such equipment is placed into normal operation.

- ac. **Work Times:** Due to the Projects location near residential units, Subcontractor shall adjust the starting and ending time of his work day without additional cost, to satisfy the requirements of the General Building Permit that will be issued by the City of Chicago.
- ad. **QA/QC Program:** Subcontractor shall have in effect a Quality Assurance / Quality Control (QA/QC) Program that is tailored specifically to this Project. Subcontractor shall furnish their QA/QC Program to Contractor if so requested. Contractor reserves the right to conduct on-site evaluations of Subcontractor's QA/QC Program to determine compliance levels. If in Contractor's opinion, Subcontractor's work does not meet minimal quality standards, then Contractor may require Subcontractor to designate a full-time QA/QC representative at no additional cost.
- ae. **Additional Drawing Sets:** Contractor shall provide Subcontractor with one (1) copy of the CONTRACT DOCUMENTS, including the plans and applicable specification sections. If additional sets of plans or specs are required by Subcontractor, then Subcontractor shall order additional sets at his own expense.
- af. Subcontractor shall maintain an adequate labor force as required on a daily basis to properly clean up all the debris associated with the work. All garbage and debris created by the Subcontractor will be picked up daily by the Subcontractor's personnel and put into dumpsters provided by the Contractor. The Subcontractor will be subject to a charge of no less than \$75.00 per hour from the Contractor for Subcontractor's work required to be done by Contractor by Contractor's laborers.
- ag. Subcontractor shall employ appropriate and proper methods and procedures to minimize noise, fumes, visibility, pollution, dust and any other nuisance arising from Subcontractor's work. In no event shall work which causes noise begin earlier than allowed by the city / local ordinance requirements.
- ah. Subcontractor shall take whatever precautions necessary and carry on operations so as to prevent any settlement, collapse, damage to or from falling debris or other causes to adjacent buildings, roofs, structures, sidewalks, paving, utilities and any other existing facilities. Provide shoring or bracing if any is required by the authorities having jurisdiction; or in the absence of such requirements in accordance with accepted engineering practices.
3. **CHANGE ORDERS**

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## Exhibit "D" – General Requirements

Subcontractor fully understands that absolutely NO EXTRA WORK will be performed on this project without written pre-approval from Contractor's Project Manager. No additional work will be paid for if not pre-approved.

All proposals for Extra Work must be submitted by Subcontractor to Contractor within ten (10) working days of receiving any information that could affect time or cost. If a proposal is not received within ten (10) working days, then Subcontractor agrees that there shall be no charge for the Extra Work, and Subcontractor shall proceed with performance of the additional work.

Subcontractor agrees to not include any change orders on its pay applications until fully approved by Contractor and Owner.

**\* Change Order Procedure: (related to Subcontract Agreement 'Time & Material' item 40-C)**

1. Sub to submit daily T&M tickets to Alpha Construction's ('Alpha') Project Manager ('PM') for time & material verification
2. Following completion of work, Subcontractor is to submit the claim for the change order to the PM with the signed T&M back up
3. Alpha to review the Subs change order and prepare / process via Alpha's AIA Change Order Form
4. PM to send approved to change order to Sub to sign and return to Alpha
5. Once the fully executed change order received by Contractor, Subcontractor can invoice for the work related to the change order by following the pay application procedures outlined in the Contract
6. The approved change order and the associated back up are to be included in Subcontractor's pay application submitted to Contractor

**4. INTERIOR UPGRADES & SELECTIONS (if applicable to scope of work)**

- A. Subcontractor shall provide upgrade pricing in an Excel format established by the Contractor. Subcontractor shall provide Contractor with an electronic file containing completed Excel spreadsheet of all upgrade pricing requested by Contractor and Owner. Upgrade pricing mark-up shall not exceed 15%.
- B. Subcontractor is aware that ALL unit upgrades (the "add-on" portion to the base contract price of the upgrade item) will be accounted for by Contractor with a "second set of books." Change Orders will be written on a floor-by-floor, or occasionally unit-by-unit if deemed appropriate, basis with the original contract value equal to zero. In general, upgrade payments will occur after unit closings. Retention may be held on these payments, in accordance with the base contract payment provisions. All other aspects of Contractor's Payment Application process shall be followed.

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Exhibit "D" – General Requirements

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End of Exhibit D.

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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## Exhibit "E" -- Phase 1 Environmental Report

6/20/2016

The Project Environmental Report as shown on Exhibit C is hereby incorporated into this Agreement.

End of Exhibit E.

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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Exhibit "F" – Insurance Requirements

6/20/2016

PER THE TERMS OF YOUR SUBCONTRACT AGREEMENT OR PURCHASE ORDER, YOUR CERTIFICATE OF INSURANCE STATING LIMITS EQUAL TO OR GREATER THAN THOSE LISTED BELOW MUST BE EMAILED TO Project Coordinator at [projectcoordinator@sedgwickproperties.com](mailto:projectcoordinator@sedgwickproperties.com) BEFORE YOU BEGIN WORK. THE ORIGINAL MUST FOLLOW BY MAIL, WITHIN SEVEN (7) BUSINESS DAYS. PLEASE STATE ALL INFORMATION BELOW ON YOUR CERTIFICATE. IF YOU HAVE ANY QUESTIONS CONTACT Project Coordinator AT 773-278-4237 (OFFICE).

1. **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:**  
Alpha Construction Services – 301 W. North Avenue, Chicago, IL
2. **CERTIFICATE HOLDER:**  
Alpha Construction Services, LLC  
Attn: Project Coordinator  
1525 W. Homer St., Suite 401, Chicago, IL 60642
3. **ADDITIONAL INSURED: LIST ALL, EXACTLY AS STATED**
  - a. 301 W. North Ave, LP
  - b. RECAP Opportunity Fund, L.P.
  - c. Sedgwick Holding Corp
  - d. 301 W North, LLC
  - e. MK Manager Corp
  - f. Sedgwick Properties Development Corp
  - g. Sedgwick Design Corp
  - h. 2MA LLC
  - i. Alpha Construction Services LLC
  - j. First Midwest Bank, its successors and/or assigns

This coverage as additional insured shall be at least as broad as ISO Form CG 20 10 (11/85) and shall be deemed primary and non-contributory with respect to any other coverage carried by the Additional Insured, for liability arising out of Subcontractor's operations.

4. **30-DAY NOTICE OF CANCELLATION:** Certificate shall show the issuing company will mail 30 days written Notice of Cancellation to Alpha Construction Services, LLC ("will endeavor to" as some certificates state).
5. **THE FOLLOWING PRIMARY AND NON-CONTRIBUTORY WORDING MUST BE STATED ON THE CERTIFICATE:**  
Subcontractor expressly understands and agrees that its insurance shall serve as primary and non-contributory and a waiver of subrogation for certificate holder and all additional insured's applies to all coverages including but not limited to Workers' Compensation, General Liability, Excess Liability and Auto Liability insurance coverage.

IF PRIMARY AND NON-CONTRIBUTORY WORDING, A WAIVER OF SUBROGATION OR COVERAGE LIMITS BELOW CANNOT BE PROVIDED, YOUR FINAL CONTRACT WILL NOT BE EXECUTED NOR WILL AN ORDER TO PROCEED BE GRANTED.

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Alpha Construction Services, LLC  
GC Lic # TGC068459

Exhibit "F" – Insurance Requirements

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6. **SUMMARY OF COVERAGE LIMITS**

Workers Compensation	Statutory/\$1,000,000 Employers' Liability (certificates from employee leasing companies not accepted)
General Liability	\$1,000,000 each occurrence/\$2,000,000 per project aggregate
Auto Liability	\$1,000,000 Combined Single Limit
Umbrella	\$3,000,000 per occurrence/aggregate
Professional/Pollution	\$2,000,000 per occurrence ( <i>if applicable</i> )

7. **WAIVER OF SUBROGATION.** Subcontractor shall supply a waiver of subrogation endorsement to the policy waiving any and all rights of recovery against the Certificate Holder and the Named Insureds listed above for payments made by Subcontractor's insurer for injury or damage arising out of subcontractors work under this Subcontract.

8. Claims made policies shall have a full extended reporting period.

9. It should be noted that your General Liability policy, including Completed Operations coverage, must remain in force through the building's warranty period, with additional insureds as noted above.

End of Exhibit F.

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Chicago, IL 60642

Alpha Construction Services, LLC  
GC Lic # TGC068459

## Exhibit "G" - Payment Request Procedures

6/20/2016

Subcontractors are required to submit a draft Partial (or Final if applicable) Waiver of Lien and Sworn Statement and Affidavit with each monthly Payment Application to Alpha Construction Service, LLC (Alpha). Original Partial or Final Waivers of Lien shall be submitted to Stewart Title Company, or title company as established by the Owner, in exchange for payment. Payments will be withheld until these documents have been received. All Payment Applications shall utilize the standard AIA G702 & G703 forms. Computer generated payment applications are acceptable, provided they replicate the G702 & G703 format. Excel files of blank G702 & G703 forms are available upon request.

Prior to submission of the Subcontractor's first Payment Application, the Subcontractor shall submit a detailed Schedule of Values to Alpha breaking down the individual components of the Work. The Schedule of Values shall be broken down in a manner that allows for the Work to be easily tracked and verified in the field. The Subcontractor's Schedule of Values must be approved by Alpha's Project Manager prior to submission of Subcontractor's first Payment Application.

Before submitting monthly applications for payment, Subcontractor shall confirm the work performed and percentages completed with Alpha's Project Superintendent. Estimate of work complete will be based on materials in place and completed; the value of work performed, based on Contract Unit Prices (for unit price contracts) or in accordance with the Subcontractor's approved Schedule of Prices (for lump sum contracts). From the amount so determined there shall be deducted retention monies as specified in the Contract Documents.

Pay applications must be received by the 20<sup>th</sup> of each month to be processed for that month.

Within two days of Pencil Draw approval, Subcontractor shall make any necessary revisions required by Contractor and/or the lender's Inspecting Architect, and submit Subcontractor's final approved monthly application to Contractor for processing. E-Mail, fax, or mail complete applications to the following:

Project Coordinator, Alpha Construction Services, LLC

- 1) [projectcoordinator@sedgwickproperties.com](mailto:projectcoordinator@sedgwickproperties.com)
- 2) Phone: 773-278-4237
- 3) Alpha Construction Services, LLC - Attn: Project Coordinator  
1525 W. Homer St., Ste. 401  
Chicago, Illinois 60642

The Subcontractor's monthly application for payment shall include the following items:

- A final draft of their Sworn Statement and Application For Payment, which shall indicate the period covered and an estimate of the Work completed as of the last working day of the current pay application period;
- A G703 consistent with the Exhibit B herein.
- Any additional information required by the standard AIA G702 and G703 forms;
- A separate computation of the additions to or deductions from the original Contract Value,

ALPHA Project # 1404

Page 1 of 2

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301 W. North Ave, L.P  
1525 W. Homer, Suite 401  
Chicago, IL. 60642

Alpha Construction Services, LLC  
GC Lic # TGC068459

## Exhibit "G" - Payment Request Procedures

ONLY IF APPROVED BY ALPHA VIA SIGNED AND EXECUTED CHANGE ORDER\*: also see Exhibit D for change order requirements.

- Backup information or evidence of the application's correctness, if required by Alpha or the lender's Inspecting Architect;

The Subcontractor's monthly Payment Application shall be accompanied by the following documentation prior to its acceptance and payment by Alpha and Title Company:

1. A signed and notarized Partial Waiver of Lien covering Subcontractor's and Subcontractor's suppliers and sub-subcontractors monthly Payment Application. The waiver must indicate "Partial Waiver" or "Final Waiver" as is applicable.
2. Such formal guarantees pertaining to the Work as may be required by the terms of the Contract Documents.
3. Such other Affidavits, Sworn Statements, receipts and other documents as Alpha, Inspecting Architect and/or the lending institution may require in order to obtain payment under the terms of the Contract Documents.
4. Evidence of insurance, bill of sale and bond for materials stored off-site.

Payments shall be withheld until all required and accurate documents are recorded.

The Payment Application process described above is required for each Subcontractor Payment Application. Retention may be considered for possible reduction below ten (10) percent only once 50% of the Subcontractor's Work has been performed to the satisfaction of Alpha and the Inspecting Architect, and said reduction has been approved by the Owner. Any further reduction in retention may be done only at the discretion of Alpha's Project Manager and pending Owner's approval. The balance of retention may be released upon satisfactory completion of the Subcontractor's scope of work, including satisfactory completion of all punch list items, full compliance with the provisions required by the Contract Documents, and authorization by the Owner. Until such time as retainage is due Subcontractor, Alpha shall be entitled to retain such sums and shall be entitled, but not obligated, to use such retention for, among other purposes, as additional security for the completion of all or part of the Subcontractor's Work, correction of the Work, payment of Subcontractor backcharges, and to meet any other obligations of the Subcontractor under the Subcontract Agreement. In no event shall the amount retained by Alpha be less than an amount equal to two (2.0) times the calculated value of all remaining uncompleted work.

If any provision within this Exhibit "G" is in conflict with any other provision specified within the Agreement Between Owner and Contractor, General Conditions of the Contract, or Lending Institutions Title Agreement, then the provisions within those Agreements shall govern over this Exhibit "G".

End of Exhibit G.

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Chicago, IL. 60642

Alpha Construction Services, LLC  
GC Lic # TGC068459

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Exhibit "H" – Contractor Safety

---

6/20/2016

## JOB SITE SAFETY & HEALTH RULES

Alpha Construction Services, LLC ('Alpha') maintains its safety and health policies to exacting standards. At Alpha, safety is a value! All subcontractors, vendors and visitors shall adhere to these policies while present on any Alpha corporation jobsite. The following list of rules highlight the most frequently ignored or misunderstood safety policies. Nevertheless, failure to comply with Alpha's policy, applicable OSHA, NIOSH, EPA regulations or any other applicable Federal, State, or local regulations will be grounds for disciplinary action and/or removal of your personnel or company from our projects.

1. Subcontractor shall submit, prior to commencement of work, a site-specific safety program for this specific project as well as a copy of the subcontractor's written corporate safety program, which will be reviewed by Alpha. The site-specific safety program shall include Material Safety Data Sheets (MSDS's) for all substances to be brought on site and the tasks to be performed with them in accordance with the Hazard Communication requirements. If any Industrial Hygiene exposures, such as silica, asbestos or lead are anticipated, a written program covering each exposure shall be included.
2. All subcontractor personnel must attend the Alpha jobsite safety orientation prior to the start of any work, and receive and affix their hardhat identification sticker.
3. Fall protection shall be utilized whenever an employee is exposed to a fall greater than 6 feet, regardless of occupation. A full body harness with a shock-absorbing lanyard shall be worn and attached to an anchorage point that will withstand at least 5,000 pounds. Any exceptions to this rule shall be submitted in writing and approved by Alpha.
4. Alpha Corporation strongly encourages wearing safety glasses 100% of the time when working or visiting the working areas of this job. A full-face shield must be worn when using equipment that generates projectiles, e.g. grinding, chipping.
5. Subcontractors shall identify their "designated competent person" for safety to Alpha. His/her safety training or certification must be furnished prior to the start of any work.
6. All scaffolding shall be erected, moved, dismantled and altered under the supervision of a Competent Person, and that person shall also be responsible for conducting comprehensive inspections of all scaffolding components and materials before each work shift, documenting the condition on the scaffold tag.
7. OSHA, NIOSH and EPA regulations shall be considered minimum guidelines and all subcontractors shall be required to be in full compliance at all times.
8. All field employees shall wear sturdy work boots, shirts and long pants while on the project. Shirts shall be long enough to completely cover the torso and shall have at least 4" sleeves. Shirts with

ALPHA Project #1404

Page 1 of 7

INI: M.M. Date: 7-5-16  
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Chicago, IL 60642

Alpha Construction Services, LLC  
GC Lic # TGC068459

## Exhibit "H" -- Contractor Safety

- buttons the full length of the shirt shall be buttoned at least 3/4 to complete. Pants shall be appropriate for construction work. Excessive jewelry is considered a job site hazard and will not be allowed.
9. All workers shall maintain their hair and beard at a length and/or manner that will not present a hazard to their personal safety. Longer hair must be tied back and/or covered.
  10. Hard hats shall be worn brim forward at all times while working on or visiting Alpha projects. All other personal protection equipment shall be worn in accordance with the manufacturer's recommendation. All personnel, including visitors, vendors, delivery workers and subcontractor employees, shall be required to wear all the aforementioned PPE whenever visiting or working on the job.
  11. All subcontractors, vendors and visitors are subject to compliance inspections by members of Alpha's or the Owner's Management Team.
  12. Housekeeping is a primary concern and shall be maintained at consistently high levels. Daily clean-up procedures are required. Left over scrap materials, pallets and food rubbish shall be removed daily. The Alpha and Owner Management Team will provide oversight accountability during regular job site inspections.
  13. Workers who fail to comply with Alpha's safety policy and rules are subject to our progressive discipline policy. Three (3) documented safety citations, violations or written warnings will result in the offending worker's removal from the project. In addition, when an employee is involved in a case of "gross misconduct," progressive disciplinary action will not be invoked. An immediate and thorough investigation of the incident will be conducted, and penalties that may include termination for cause will be applied to all employees determined guilty of such misconduct. Examples of gross misconduct are as follows: striking another employee or Supervisor; performing work when imminent danger exists; and willfully directing others to violate safety policies.
  14. Whenever possible, Alpha will provide personal protective equipment (PPE) to subcontractor employees if their employer has failed to do so; however, the subcontractor will be charged back for all such items. It is the direct responsibility of subcontractors to provide all necessary PPE and the appropriate training to each of their direct employees.
  15. Alpha requires a detailed report of all incidents involving subcontractor employees. This report should include a doctor's report, foreman's report, witness statement, etc., and shall be submitted within one day of said incident.
  16. Alcoholic beverages and illegal drugs are strictly prohibited on all Alpha projects. Workers may be required to submit to drug and alcohol tests under the following conditions: post-accident and "reasonable cause." Prescription medication use shall be reported to the employee's immediate supervisor.

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GC Lic # TGC068459

## Exhibit "H" – Contractor Safety

17. Subcontractors shall have a first-aid kit on the job, appropriate for the number of their personnel.
18. When cutting, burning, welding or working with flammable materials, subcontractors shall provide an appropriate number of fire extinguishers in close proximity to the work being performed.
19. Each subcontractor shall provide one employee certified in First-aid and CPR whenever performing work on Alpha projects. A list of first aid and CPR certified personnel shall be provided to the Project Manager.
20. Operating a motor vehicle or any other equipment in a reckless manner is strictly prohibited and will not be tolerated. The speed limit on the jobsite is 5 mph. No riding in the rear of a pick-up is allowed.
21. All subcontractors will be required to perform weekly TOOL.BOX talks. In addition, the required daily "Take Five" briefings with the subcontractor's field work force must be conducted and documented.
22. All subcontractors' foremen/superintendents are required to maintain, at a minimum, an OSHA 10-hour card, renewed at least every three years. This certification shall be supplied prior to starting work.
23. Subcontractors shall ensure that employees engaged in work at Alpha project sites meet basic OSHA-required training specific to the jobs and/or tasks that they will be performing on site. This training will include but not be limited to the following: use and maintenance of personal protective equipment, use of fall protection systems, entering confined spaces, the hazard communication standard, excavation and trenching work, specific operator's certifications, rigging, safe use of ladders and scaffolding, fire extinguisher use, aerial lifts, safe tool usage, welding and cutting, and electrical safety.
24. All Subcontractors will be required to submit Job Safety/Hazard Analysis for all tasks associated with significant hazards or exposures to workers and will require a written plan prior to starting work.
25. All equipment brought onto the site, such as Lulls, forklifts and backhoes, must be inspected daily with documentation. A secured tag attached to the unit is sufficient. Unsafe equipment shall be tagged or controls locked out until either repaired or removed from the site.
26. Subcontractors shall conform to Alpha's discipline and penalty program that holds the employer responsible for the safety of their employees. The following program denotes the specific safety rules and the penalties associated with these rules. Full compliance is expected.

ALPHA Project #1404

Page 3 of 7

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Exhibit "H" -- Contractor Safety

Safety Program Principles

Alpha requires that all subcontractors be responsible for instructing their employees in the recognition, evaluation, and control of unsafe acts, unsafe conditions, and near misses. Employees shall be made aware of the regulations applicable to their work. Safety training, good safety practices and immediate corrective action are the keys to prevention of accidents, loss of life and property damage. No matter how many rules and regulations are set forth, a good Safety Program depends mainly on a positive and proactive attitude by management and labor.

For rule violations listed on the sheets attached, the fines indicated may be assessed to the Subcontractor: Violations and penalties will be assessed to the subcontractor, not the employee. For example, for not wearing a hard hat the subcontractor and the employee would receive a written warning for the first offense. The next violation by any employee for a similar offense would result in a second written warning to the employee violating the safety practice and his employer. Warnings and monetary penalties would be assessed in a similar fashion to both the employee and his/her employer as applicable. All fines will be back-charged directly to the subcontractor.

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Alpha Construction Services, LLC  
 GC Lic # TGC068459

Exhibit "H" – Contractor Safety

## SAFETY PROGRAM RULE VIOLATIONS AND PENALTIES

<u>OFFENSE VIOLATION</u>	<u>FIRST</u>	<u>SECOND</u>	<u>THIRD OR SUBSEQUENT</u>
Failure to report injuries to Alpha within 24 hours	\$100	\$500	\$1,000
Bringing alcoholic beverage or illegal drugs onto a jobsite, possession or consumption of such drugs.	\$500	\$1,000	\$2,500
Reporting to work or returning to work under the influence of drugs or alcohol	\$500	\$1,000	\$2,500
Failure to wear fall protection equipment properly when exposed to fall hazard or failure to properly tie-off.	Warning	\$500	\$1,000
Improper use or storage of pressurized gas cylinders or flammable liquids.	Warning	\$250	\$500
Improper use or storage of flammable liquids.	Warning	\$250	\$500
Failure to follow safety directions of management personnel or supervisor.	Warning	\$100	\$500
Failure to replace/install safety protection (handrails, cables, barricades, floor hole covers, etc.) each time you leave an area and when work is completed.	\$500	\$1,000	\$2,500
Failure to use eye protection where required.	Warning	\$100	\$500
Failure to wear hard hat or wearing it improperly.	Warning	\$100	\$500
Failure to wear hearing protection when overexposure occurs.	Warning	\$100	\$500

<u>OFFENSE VIOLATION</u>	<u>FIRST</u>	<u>SECOND</u>	<u>THIRD OR</u>
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ALPHA Project #1404

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Exhibit "H" - Contractor Safety

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			<u>SUBSEQUENT</u>
Accessing jobsite areas "off limits" below steel or pre-cast erection areas.	Warning	\$250	\$50
Improper attire; no shirt, shorts, tennis shoes, etc. (individual to be sent home).	Warning	\$100	\$500
Ladders not complying with OSHA 29 CFR part 1926 or improper use of ladders.	Warning	\$100	\$500
Use of portable headsets.	Warning	\$100	\$500
Use of cranes for access to decks by personnel other than authorized personnel.	\$500	\$1,000	\$2,500
Use or construction of scaffolds that do not comply with OSHA 1926.451.	Warning	\$100	\$500
Leaving an area in an unsafe or cluttered condition.	Warning	\$100	\$500
Failure to use Ground Fault Circuit Interrupters whenever feasible.	Warning	\$100	\$500
Failure to follow OSHA Regulations 1926.650 with respect to excavations.	\$100	\$500	\$1,000
Improper Conduct Roughhousing/Horseplay/Fighting (individual Employee terminated after first occurrence).	\$500	\$1,000	\$2,000
Failure to attend orientation prior to starting work.	Warning	\$100	\$500

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Alpha Construction Services, LLC  
GC Lic # TGC068459

Exhibit "H" - Contractor Safety

**SAFETY PROVISIONS FOR SUBCONTRACTOR ACKNOWLEDGMENT**

This is to acknowledge that I have received my copy of the Alpha Safety Provisions. I have read its contents and have been made aware of Alpha's Project Rules and Policies. I hereby agree to follow all rules and regulations of this project.

PRINT FULL NAME

Mark Mele

SIGNED

*Mark Mele*

DATE

7-26-16

TRADE

Plumbing

CONTRACTOR / SUBCONTRACTOR

Triton Plumbing, LLC

YOUR SAFETY REPRESENTATIVE IS

Mark Mele

End of Exhibit H.

INI: M.M. Date: 7-5-16  
INI: CL Date: 7/26/16

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Chicago, IL 60642

Alpha Construction Services, LLC  
GC Lic # TGC068459

Exhibit "I" – Prime Contract

6/20/2016

In the unlikely event the Prime Contract Agreement between Alpha Construction Services, LLC and the Owner, 301 W. North Ave, LP, for the construction of the Project is not executed, then this Subcontract Agreement shall become null and void, and the maximum obligation of Alpha Construction Services, LLC to the Subcontractor shall be for the portion of services completed by Subcontractor to date.

If the Prime Contract Agreement between Alpha Construction Services, LLC and the Owner, 301 W. North Ave, LP, for the construction of the Project has been executed, then the Prime Contract is hereby incorporated into this Subcontract Agreement by reference. Subcontractor may review the terms and conditions of the Prime Contract during normal business hours at Alpha Construction Services, LLC home office by making an appointment to do so.

End of Exhibit I.

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Alpha Construction Services, LLC  
GC Lic # TGC068459

## Exhibit "J" - Geotechnical Report

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6/20/2016

The Subsurface Exploration and Geotechnical Report noted on Exhibit C is hereby incorporated into this Agreement.

End of Exhibit J.

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

INI: M.M. Date: 7-5-16  
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Alpha Construction Services, LLC  
GC Lic # TGC068459

Exhibit "K" – Subcontractor Incorporation

6/20/2016

The undersigned hereby acknowledges that \_\_\_\_\_ ('Sub-contractor') entered into a Subcontract Agreement with Alpha Construction Services, LLC dated June 20, 2016. The Subcontract Agreement is hereby incorporated into this agreement by reference, and is made a part hereof, and the undersigned agrees to be bound by, and subject to the obligations of \_\_\_\_\_ ('Sub-contractor'), under that Subcontract Agreement. As such, the undersigned assumes all the responsibilities, obligations, and duties, but not the rights, under the Subcontract Agreement, of \_\_\_\_\_ ('Sub-contractor') to Alpha Construction Services, LLC in the same manner and to the same extent as if \_\_\_\_\_ (the undersigned) has entered into the same Agreement with Alpha Construction Services LLC and the Owner.

Agreed and acknowledged this

\_\_\_ Day of \_\_\_\_\_, 2016

Company: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

End of Exhibit K.

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## NOTICE OF SUBCONTRACTOR'S MECHANICS LIEN CLAIM

*Via U.S. Certified Mail, Return Receipt Requested, Restricted Delivery*

To: *Owners:* 301 W. North Avenue, L.P.  
c/o MK Manager Corporation, Reg. Agent  
1525 W. Homer Street, Suite 401  
Chicago, IL 60642

301 W. North Avenue, LLC  
c/o MK Manager Corporation, Reg. Agent  
1525 W. Homer Street, Suite 401  
Chicago, IL 60642

301 W. North Avenue Lots, LLC  
c/o MS Registered Agent Services, Inc., Reg. Agent  
191 N. Wacker Drive, Suite 1800  
Chicago, IL 60606

*Contractor* Alpha Construction Services, LLC  
c/o Elizabeth Cohn, Reg. Agent  
1525 W. Homer Street, Suite 401  
Chicago, IL 60642

*Lenders* BDS 2019-FL4 Ltd.  
CT Corporation System, Reg. Agent  
208 S. LaSalle Street, Suite 814  
Chicago, IL 60604

BDS III Mortgage Capital J, LLC  
CT Corporation System, Reg. Agent  
208 S. LaSalle Street, Suite 814  
Chicago, IL 60604

American Bancorp of Illinois, Inc. d/b/a Pan American Bank &  
Trust  
c/o Michael E. White, Reg. Agent  
33 W. Jackson Boulevard  
Chicago, IL 60604

*Other Lienholders of Record:*

Patrick McCann, Inc.  
c/o Jonathan B. Kaman, Reg. Agent

EXHIBIT  
C

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40 Brink Street  
Crystal Lake, IL 60014

OHI, LLC  
c/o John Kautz, Reg. Agent  
106 Garlisch Drive  
Elk Grove Village, IL 60007

Allstar Painting & Contractor, LLC  
c/o Johnel I. Mugnaini, Reg. Agent  
4009 N. Nashville Avenue  
Chicago, IL 60634

Thyssenkrupp Elevator Corporation  
c/o Prentice Hall Corporation, Reg. Agent  
801 Adlai Stevenson Drive  
Springfield, IL 62703

Ram Fire Protection, Inc.  
c/o Raj Manal, Reg. Agent  
713 W. Annorene Drive  
Addison, IL 60103

Max Electric, LLC  
c/o MS Registered Agent Services, Inc., Reg. Agent  
191 N. Wacker Drive, Suite 1500  
Chicago, IL 60606

LAB Development, LLC d/b/a Connexion  
c/o David B. Pogrund, Reg. Agent  
Stone Pogrund and Korey  
1 E. Wacker Drive, #2610  
Chicago, IL 60601

Home Town Painters, Inc.  
c/o Michael C. Welchko, Reg. Agent  
123 W. Madison Street, Suite 806  
Chicago, IL 60602

Midwest Drywall Corporation  
c/o Mark D. McGuiness  
342 Gina Drive  
New Lenox, IL 60451

Vision Electric  
c/o Illinois Corporation Service Corporation, Reg. Agent

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801 Adlai Stevenson Drive  
Springfield, IL 62703

Windward Roofing & Construction, Inc.  
c/o Randall B. Kuhn, Reg. Agent  
919 S. Sacramento Boulevard  
Chicago, IL 60612

Re: Notice of Subcontractor's Mechanics Lien Claim  
Subcontractor: Triton Plumbing, LLC

Dear Sirs or Madams:

The following notice is given pursuant to the requirements of the Illinois Mechanics Lien Act 770 ILCS 60/24 and is not intended to adversely reflect on the character, credit or capacity of any party named herein.

You are hereby notified that Triton Plumbing LLC, ("Lien Claimant") with its office at 16350 105<sup>th</sup> Court, Oriando Park, Illinois 60467 has been employed by and entered into a Subcontract on or about July 25, 2016, with the Contractor to furnish all labor, materials, equipment, services and supplies required for the construction and installation of plumbing, site utilities and gas piping thereby constructing improvements on property commonly known as: 301 W. North Avenue, Chicago, Illinois ( the "Property") and legally described as follows:

See Exhibit A attached

Said Property has the following PIN numbers:	17-04-201-002-0000
	17-04-201-003-0000
	17-04-201-009-0000
	17-04-201-010-0000
	17-04-201-011-0000
	17-04-201-012-0000

The amount due to Lien Claimant, less all amounts paid to date, is \$390,639.91. Lien Claimant's last day of work was June 7, 2021.

Lien Claimant claims a lien for the amount stated above as being due to Lien Claimant as against the above described property and also as against the money due from the Owners to the Contractor.

To the extent permitted by law, all waivers of lien heretofore given by Lien Claimant, if any, in order to induce payment not received are hereby revoked. Acceptance of payment of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this notice.

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Dated this 30th day of August, 2021, in the County of Cook, Chicago, Illinois.

Triton Plumbing, LLC

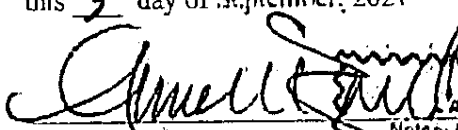
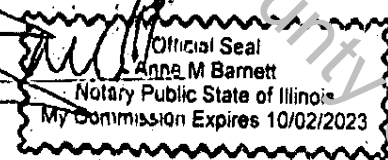
By:   
Mark Kieffer, Manager

### AFFIDAVIT OF SERVICE

Monica M. Raatz, being first duly sworn under oath, deposes and states that she served the foregoing Notice of Subcontractor's Mechanics Lien Claim upon the above named parties by placing copies of the same in an envelope addressed to each party, CERTIFIED MAIL, RETURN RECEIPT REQUESTED, RESTRICTED DELIVERY, with prepaid postage, and depositing same in the U.S. Mail at 33 N. LaSalle Street, Chicago IL 60602 at or about the hour of 5:00 P.M. on the 3 of September, 2021.

  
Monica M. Raatz

Subscribed and sworn to before me  
this 3 day of September, 2021

  
Notary Public  
  
Official Seal  
Anne M Barnett  
Notary Public State of Illinois  
My Commission Expires 10/02/2023

Prepared by:

John J. (Jack) Foley  
Attorneys for Triton Plumbing, LLC  
Maurides Foley Tabangay Turner & Agustin LLC  
33 N. LaSalle Street, Suite 1910  
Chicago, IL 60602  
(312) 332-6500  
Direct (773) 728-1437  
Fax: (312) 332-5666  
jfoley@maurides.com

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## EXHIBIT "A"

File No.: 2021-02363-PT

### PROPERTY DESCRIPTION

TRACT A: SUB-LOT 1 IN THE SUBDIVISION OF THE EAST 1/2 OF LOTS 119 AND 120 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

TRACT B: LOTS 2, 3, 4 AND 5 IN THE SUBDIVISION OF THE EAST 1/2 OF LOTS 119 AND 120 IN BRONSON'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

**SUBCONTRACTOR'S CLAIM  
FOR MECHANICS LIEN  
[PRIVATE CONSTRUCTION]**

IN THE OFFICE OF THE  
RECORDER OF DEEDS  
COOK COUNTY, ILLINOIS

- PIN: 17-04-201-002-0000
- 17-04-201-008-0000
- 17-04-201-009-0000
- 17-04-201-010-0000
- 17-04-201-011-0000
- 17-04-201-012-0000

Common Address: 301 W. North Avenue, Chicago, Illinois 60610

THE UNDERSIGNED LIEN CLAIMANT, Triton Plumbing, LLC ("Lien Claimant") with its office at 16350 105<sup>th</sup> Court, Orland Park, Illinois 60467 hereby records a Claim for Mechanics Lien against 301 W. North Avenue, L.P., 301 W North Avenue, LLC, 301 W. North Avenue Lots, LLC ("Owners"), Alpha Construction Services, LLC ("Prime Contractor") and BDS 2019-FL4 Ltd., BDS III Mortgage Capital J, LLC, American Bancorp of Illinois, Inc. d/b/a Pan American Bank & Trust ("Lenders") and all other persons or entities having or claiming an interest in the below described real estate, and, in support thereof, states the following:

1. On or about July 25, 2016, Owners owned in fee simple the following described real estate in the County of Cook, State of Illinois, legally described as follows:

See Exhibit A attached.

having the following Permanent Tax Identification Numbers:

- 17-04-201-002-0000
- 17-04-201-008-0000
- 17-04-201-009-0000
- 17-04-201-010-0000
- 17-04-201-011-0000
- 17-04-201-012-0000

and commonly known as 301 W. North Avenue, Chicago, Illinois 60610, and which is hereinafter together with all improvements referred to as the "Premises."

**EXHIBIT  
D**



Doc# 2127715031 Fee \$45.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/04/2021 03:56 PM PG: 1 OF 3

FILED DATE: 5/1/2023 3:31 PM 2023CH04291



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2. Upon information and belief, prior to July 25, 2016, the Prime Contractor entered into a contract with Owners to perform general contracting and other services to construct the Premises.

3. On July 25, 2016, Lien Claimant made a written Subcontract with the Prime Contractor to provide labor, materials, equipment, services and supplies required for the construction and installation of plumbing, site utilities and gas piping on the Premises for the sum of One million Two hundred Seventy-Five thousand dollars and no cents (\$1,275,000.00)

4. At the special instance and request of the Owners, Lien Claimant furnished extra and additional materials and extra and additional labor for the Premises having a value of One hundred Seventy thousand Three hundred Thirty-One Dollars and Forty-One Cents (\$170,331.41).


5. Lien Claimant's last day of work on the Premises was June 7, 2021.

6. Lien Claimant has substantially completed all work required to be done thereunder by said contract, including the extra work, in the value of One million Four hundred Forty-Five thousand Three hundred Thirty-One Dollars and Forty-One Cents (\$1,445,331.41).

6. The Owner is entitled to credits on account thereof as follows, to wit: payments in the amount of One million Fifty-One thousand Four hundred Sixty-one Dollars and No Cents (\$1,051,461.00) leaving due unpaid and owing to Lien Claimant, after allowing all credits, the balance of Three hundred Ninety-Three thousand Eight hundred Seventy Dollars and Forty-One Cents (\$393,870.41) for which, with interest, Lien Claimant claims a Mechanics Lien on the Premises and against all sums due the Prime Contractor from Owners.

7. On information and belief, the labor, materials, supplies, equipment and services for said work and in the improvement of the aforesaid premises performed and supplied by Lien Claimant, including extra work, was done with the knowledge and consent of the Owner.

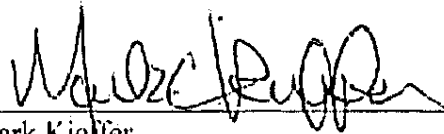
Triton Plumbing, LLC

By:   
 Mark Kidffer, Manager

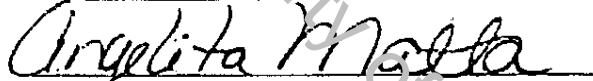
# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

The Affiant, Mark Kieffer, being first duly sworn on oath deposes and states that he is a Manager of Triton Plumbing, LLC, Lien Claimant; that he has read the foregoing Subcontractor's Claim for Mechanics Lien and knows the contents thereof; and that all statements contained therein are true and correct.

  
\_\_\_\_\_  
Mark Kieffer

Subscribed and sworn to before me  
this 1st day of October 2021

  
\_\_\_\_\_  
Notary Public



FILED DATE: 5/1/2023 3:31 PM 2023CH04291

This document was prepared by and return to:  
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Property of Cook County Clerk's Office

