

STATE OF ILLINOIS.

SS.

85221401

COUNTY OF Cook

The claimant, National Wrecking Company of Chicago, County of Cook, State of Illinois hereby files a claim for lien against Urban Investment & Development Co. (hereinafter referred to as "owner"), of Cook County, Illinois, and states:

That on June 18, 1984, the owner owned the following described land in the County of Cook, State of Illinois, to wit:

See legal description attached hereto as Exhibit A

(1) That on June 18, 1984, the claimant made a contract with said owner Urban Investment and Development Co. (attached hereto as Exhibit B)

(2) to perform or cause to be performed all the work required by the contract documents subject to the terms and conditions contained therein;

and on June 6, 1985, completed thereunder (4) work to the value of \$615,300 plus furnished permits to the value of \$3,700

That at the special instance and request of said owner the claimant furnished extra and additional materials at and extra and additional labor on said premises of the value of \$33,466.94 and completed same on June 6, 1985. (5)

That said owner is entitled to credits on account thereof as follows, to-wit: \$1,996.81 plus \$191.67 for a total of \$5,188.48

leaving due, unpaid and owing to the claimant, after allowing all credits, the balance of \$8278.46 Dollars.

for which, with interest, the claimant claims a lien on said land and improvements.

NATIONAL WRECKING CO (Name of sole ownership, firm or corporation)

By: [Signature] pres.

(1) If contract made with another than the owner, delete "said owner," name such person and add "authorized or knowingly permitted by said owner to make said contract." (2) State what was to be done. (3) "being," or "to be," as the case may be. (4) "All required to be done by said contract"; or "work to the value of"; or, "delivery of materials to the value of \$..." etc. (5) If extras fill out, if no extras strike out.

Property of Cook County Clerk's Office

permits \$3,700 85221401

UNOFFICIAL COPY

K. SULLIVAN
FORAN, WISS + SCHULTZ
30 N CASALLE
ST 3000
CHGO, IL 60602



85221401

202

MAILED
\$8.00
MAIL

Property of Cook County Clerk's Office

DEPT-02 FILING
T#1111 TRAN 0926 10/04/85 16:05:00
#1426 # A *-85-221401
\$8.00

State of Illinois, County of Cook } SS.
The affiant, Sheldon J. Mandell
being first duly sworn, on oath deposes and says that he is
President of National Wrecking
Company
the claimant; that he has read the foregoing claim for lien and knows the contents thereof; and that all the
statements therein contained are true.
Sheldon J. Mandell
day of September, 1985
Subscribed and sworn to before me this 21st
Karen Wilson
Notary Public

UNOFFICIAL COPY

EXHIBIT A

8 5 2 2 1 4 0 1

900 NORTH MICHIGAN AVENUE PROJECT

LEGAL DESCRIPTION

PROPERTY GROUP 1

900 NORTH MICHIGAN AVENUE

That part of Lots 3, 4, 9 and 10 lying West of the West line of North Michigan Avenue (formerly Pine Street) in Block 13 in the Subdivision by the Commissioners of the Illinois and Michigan Canal of the South fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. *← #17-03-212-004 gm*

101 E. WALTON STREET

Lot Four (4) and the South Twenty (20) feet formerly alley West adjoining Lot Four (4) in Subdivision of Lots 13, 14 and 15 in Subdivision of Block 13 in Canal Trustees Subdivision of the South fractional one-quarter (1/4) of Section Three (3), Township 39 North, Range 14, East of the Third Principal Meridian, and commonly known as Nos. 101-13 East Walton Place, Chicago, Illinois. *← #17-03-212-007-0000 gm.*

PROPERTY GROUP 2

920 NORTH MICHIGAN AVENUE

Lots 2 and 3 in Kinzers Subdivision of Lots 13, 14 and 15 in Block 13 in Canal Trustee's Subdivision of the South fractional 1/2 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. *← #17-03-212-003 gm*

PROPERTY GROUP 3

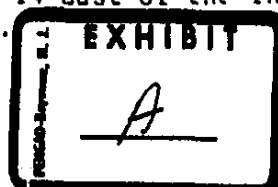
65 EAST WALTON STREET/908-916 NORTH HUGUELET PLACE

Lots 8 and 11, and the North Half of Lot 5, in Block 13, in Canal Trustees' Subdivision of the South fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, ALSO

The East 32 feet of Lot 7, together with the West Half of Lot 6 in Kinzers Subdivision of Lots 13, 14 and 15 in Block 13 in the Canal Trustees Subdivision of the South fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

67 EAST WALTON STREET

The East 1/2 of Lot 6 in Kinzer's Subdivision of Lots 13 to 15, in Block 13 in the Subdivision by the Commissioners of the Illinois and Michigan Canal of the South Fraction of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. *← #17-03-211-005-0000 gm.*



85221401

BD
J/K

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

UNOFFICIAL COPY

EXHIBIT A

8 5 2 2 1 4 0 1

75 EAST WALTON STREET

17-03-211-006-0000 #
Sub-Lot 5 in Subdivision (by Kinzer) of Lots 13, 14, and 15; in Subdivision of Block 13 of Canal Trustees' Subdivision of the South Fractional quarter of Fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY GROUP 4

118-120 EAST DELAWARE PLACE

PARCEL NO. 1:

17-03-211-017-0000 #
That part of lot one (1) which lies Easterly of the West twenty five (25) feet thereof in Breits Subdivision of lots one (1) and two (2) block thirteen (13) Canal Trustees Subdivision of the South fractional quarter of Section three (3), Township thirty nine (39) North, Range fourteen (14), East of the Third Principal Meridian.

ALSO

PARCEL NO. 2:

17-03-211-015-0000 #
That part of lot two (2) in plat of partition of block thirteen (13) in subdivision by Commissioners of Illinois and Michigan Canal of South fractional quarter of fractional Section three (3), Township thirty nine (39) North, Range fourteen (14), East of the Third Principal Meridian, bounded and described as follows: Commencing at a point in South line of lot two (2) aforesaid, one hundred twenty nine (129) feet East from the South West corner of said lot, thence East twenty (20) feet; thence North forty five (45) feet; thence West twenty (20) feet; thence South forty five (45) feet to the place of beginning;

ALSO

PARCEL NO. 3:

17-03-211-016-0000 #
The West twenty five (25) feet of sub lot one (1) in subdivision of lots one (1) and two (2) in block thirteen (13) in Canal Trustees' Subdivision of South fractional Section three (3) Township thirty nine (39) North, Range fourteen (14), East of the Third Principal Meridian, all in Cook County, Illinois.

906 N. HUGUELET PLACE

17-03-211-009-0000 #
The South 1/2 of the East 1/2 of Lot 5 in Block 13 in the Canal Trustees' subdivision of the South fractional 1/2 of Section 3, Township 39, North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY GROUP 5

57 E. WALTON STREET

17-03-211-001-0000 #
All of Lot 7 (except the East 48 feet thereof) in the Subdivision of Lots 13, 14 and 15 in Block 13 in Canal Trustee's Subdivision of 5. fractional 1/4 of Section 3, Township 39 North, Range 13 East of the 3rd Principal Meridian, in Cook County, Illinois.

85221401

Handwritten initials/signature.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011

UNOFFICIAL COPY

EXHIBIT

8 5 2 2 1 4 0 1

59 E. WALTON STREET

17-03-211-003-0000 40.
That portion of Lot 7 of Christoph Kinzer's Subdivision of Lots 13, 14 and 15 in Block 13 in Canal Trustees' Subdivision of the South fraction of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian described as follows: Beginning at a point on the North line of said Lot 7, 32 feet West of the North East corner thereof thence South parallel with the East line of said Lot 7 to a point on the South line thereof 32 feet West of the South East corner thence West 16 feet along said South line thence North to the North line aforesaid 16 feet West of the place of beginning thence East to the place of beginning in Cook County, Illinois.

PROPERTY GROUP 6 (Alternate No. 1)

909 NORTH RUSH STREET

17-03-210-004 40.
The North 1/2 of the West 1/2 of Lot 6 in the Subdivision of Block 13 in the Subdivision by Commissioners of the Illinois and Michigan Canal of the South fractional quarter of fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

913-919 NORTH RUSH STREET

17-03-210-003-0000 40.
The Westerly 125 feet of Lots 7 and 12 in Block 13 in the Canal Trustees' Subdivision of the South fractional quarter of fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

910-916 NORTH ERNST COURT

17-03-210-008-0000 40.
Lots 7 and 12 (except the Westerly 125 feet of said lots) in Block 13 in the Commissioner's of the Illinois and Michigan Canal Subdivision of the South fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY GROUP 7 (Alternate No. 1)

39-53 EAST WALTON STREET

17-03-210-004-0000 40.
Sub-Lots 8, 9 and 10 in Christoph Kinzer's Subdivision of Lots 13, 14, and 15 in Block 13 in Commissioners of the Illinois and Michigan Canal Subdivision, aforesaid, in Cook County, Illinois.

85221401

AD 2/14

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

900 NORTH MICHIGAN AVENUE PROJECT

OWNER/CONTRACTOR AGREEMENT

THIS AGREEMENT, made this 18 day of JUNE, 1984,
by and between Urban Investment and Development Company ("Owner"), and
National Wrecking Company ("Contractor"), having an office at 1231 W. 42nd
Street, Chicago, Illinois 60609.

RECITALS

- A. Owner is the owner of certain parcels described on Exhibit A which is attached hereto and made a part hereof.
- B. Owner is desirous of demolition and removal of all structures on parcels described on Exhibit A.
- C. Contractor is desirous of acting as the Contractor for the Demolition Work.

THEREFORE, the parties agree as follows:

ARTICLE 1 DEFINITIONS

As used herein the terms set forth in General Conditions Article 12 which is attached hereto and made a part hereof shall have the definitions set forth therein.

ARTICLE 2 CONTRACTOR'S OBLIGATION

The Contractor shall perform or cause to be performed all the Work required by the Contract Documents subject to the terms and conditions therein contained.

ARTICLE 3 TIME OF COMMENCEMENT AND COMPLETION

- 3.1 The Work shall commence at the time stated in the Notice to Proceed, issued by Owner to Contractor.
- 3.2 Substantial Completion of the Work to be performed under the Contract for Demolition shall be achieved, subject to authorized adjustments, not later than the time stated in the Schedule.



85221401

Handwritten initials/signature

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2011/03/08

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

ARTICLE 4 CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of \$602,500.00.

ARTICLE 5 SUCCESSORS AND ASSIGNS

The Owner and the Contractor each binds itself, its successors and assigns to the other party hereto, and to the successors and assigns of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. However, the Contractor shall not assign the Contract for Demolition or any money due or to become due hereunder without prior written consent of the Owner. Similarly, an assignment by operation of law of the Contractor's interest herein shall be ineffective without the consent of the Owner. The Owner may conditionally assign the Contract for Demolition to any lender, and, with the consent of Contractor not to be unreasonably withheld, may assign this Contract for Demolition to any other party. Notwithstanding the foregoing sentence to the contrary, Owner shall have the absolute right to assign the Contract for Demolition to a corporate affiliate of Owner or a partnership of which Owner or an affiliate of Owner is a general partner.

IN WITNESS WHEREOF, this Agreement was executed the day and date first above written.

OWNER:

ATTEST:

Urban Investment & Development Company

AD

By: _____

Its _____

CONTRACTOR:

ATTEST:

NATIONAL WRECKING CO.

By: _____

Its _____

85221401

UNOFFICIAL COPY

Property of Cook County Clerk's Office

CONFIDENTIAL

UNOFFICIAL COPY

8 5 2 2 1 4 0 1
ATTACHMENT A TO
DEMOLITION CONTRACT

BASE CONTRACT

Property Groups 1 and 2	\$ 526,200
Property Group 3	62,300
Property Groups 4 and 5	14,000
Permits	*
	<hr/>
	\$ 602,500

* All permits have been obtained by national Wrecking Company; Owner has reimbursed National Wrecking Company for all costs in connection with obtaining these permits.

ALTERNATE NO. 1

Owner may accept Alternate No. 1 until July 23, 1984.

Property Groups 6 and 7	\$ 12,800
Permits	<u>3,700</u>
	\$ 16,500

ND

Property of Cook County Clerk's Office

85221401

ND

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/20

GENERAL CONDITIONS OF THE CONTRACT
FOR DEMOLITION

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
1. CONTRACT DOCUMENTS	
1.1 INTERPRETATION, CORRELATION AND INTENT.....	
1.2 OWNERSHIP AND USE OF DOCUMENTS.....	
2. DESIGN CONSULTANT.....	
2.1 ADMINISTRATION OF THE CONTRACT.....	
3. OWNER.....	
3.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER.....	
3.2 OWNER'S RIGHT TO STOP THE WORK.....	
3.3 OWNER'S RIGHT TO CARRY OUT THE WORK.....	
4. CONTRACTOR.....	
4.1 REVIEW OF CONTRACT DOCUMENTS.....	
4.2 SUPERVISION AND CONSTRUCTION PROCEDURES.....	
4.3 LABOR AND MATERIAL.....	
4.4 TAXES.....	
4.5 NOTICES.....	
4.6 SUPERVISION.....	
4.7 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.....	
4.8 DOCUMENTS AND SAMPLES AT THE SITE.....	
4.9 USE OF SITE.....	
4.10 CUTTING AND PATCHING OF WORK.....	
4.11 CLEANING UP.....	
4.12 ROYALTIES AND PATENTS.....	
4.13 INDEMNIFICATION.....	
5. SUBCONTRACTORS.....	
5.1 DEFINITION.....	
5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACT FOR PORTIONS OF THE WORK	
5.3 SUBCONTRACTUAL RELATIONS.....	
6. WORK BY OWNER OR BY SEPARATE CONTRACTORS.....	
6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACT.....	
6.2 MUTUAL RESPONSIBILITY.....	
6.3 OWNER'S RIGHT TO CLEAN UP.....	
6.4 STORAGE AND HANDLING MATERIALS.....	

85221401

DD
JMS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2021

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

General Conditions of the Contract for Demolition
Table of Contents
Page 2

<u>DESCRIPTION</u>	<u>PAGE</u>
7. MISCELLANEOUS PROVISIONS.....	
7.1 CLAIMS AND DAMAGES.....	
7.2 RIGHTS AND REMEDIES.....	
7.3 TESTS.....	
7.4 CONTINUATION OF WORK AND PAYMENTS.....	
7.5 SITE CONDITIONS.....	
7.6 BONDS.....	
7.7 TITLE OF WORK.....	
7.8 ASSIGNMENT OF WARRANTIES.....	
8. TIME.....	
8.1 DEFINITIONS.....	
8.2 PROGRESS AND COMPLETION.....	
8.3 DELAYS AND EXTENSIONS OF TIME.....	
9. PROTECTION OF PERSONS AND PROPERTY.....	
9.1 SAFETY PRECAUTIONS AND PROGRAMS.....	
9.2 SAFETY OF PERSONS AND PROPERTY.....	
9.3 EMERGENCIES.....	
10. UNCOVERING AND CORRECTION OF WORK.....	
10.1 UNCOVERING OF WORK.....	
10.2 CORRECTION OF WORK.....	
10.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK.....	
11. TERMINATION OF THE CONTRACT.....	
11.1 TERMINATION BY CONTRACTOR.....	
11.2 TERMINATION BY THE OWNER.....	
12. DEFINITIONS.....	

85221401

WHEREVER THE TERM "CONTRACT FOR CONSTRUCTION" IS USED
IN THE GENERAL CONDITIONS, THE TERM "CONTRACT FOR
DEMOLITION" SHALL BE SUBSTITUTED.

AD [Signature]

UNOFFICIAL COPY

Property of Cook County Clerk's Office

100155526

UNOFFICIAL COPY

11/19/82 Doc. #3953A

8 5 2 2 1 4 3 7

General Conditions of the Contract for Construction

ARTICLE 1 CONTRACT DOCUMENTS

1.1 INTERPRETATION, CORRELATION AND INTENT

1.1.1 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.1.2 Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Appropriate Design Consultant. Either party to the Contract for Construction may make written request to the Appropriate Design Consultant for such interpretations, which must be consistent with and reasonably inferable from the Contract Documents.

1.1.3 The Specifications are of the abbreviated type and include incomplete sentences. Omission of words or phrases such as "the Contractor shall" and "shall be" are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings. Where phrases such as "as selected," "as directed" or "as approved" are used in the Specifications, the phrase "by the Appropriate Design Consultant" is understood. Where phrases such as "or equal" or "or approved equal" are used in the Specifications, the phrase "as determined by Owner with the advice of the Appropriate Design Consultant" is understood.

1.1.4 Drawings are intended to show general arrangement, design and extent of the Work and are partly diagrammatic. As such, they are not intended to be scaled for measurements or to serve as Shop Drawings, the responsibility for preparation of which shall be entirely the Contractor's. Large scale Drawings shall take precedence over small scale drawings; figures, dimensions and noted materials over graphic representations. Architectural Drawings shall take precedence in regard to dimensions when in conflict with mechanical/electrical or structural Drawings except for the size of the structural members. Existing conditions shall take precedence over the Drawings with regard to dimensions.

1.1.5 Whenever Contract Documents designate article, appliance, device or material by name of manufacturer or vendor or proprietary or trade name followed by words "or approved equal," standard products of manufacturers other than those specified may be accepted when, prior to ordering or use, it is proved to Owner's and the Appropriate Design Consultant's written satisfaction that they are equal in design, appearance, strength, durability, usefulness, convenience, and in all other material respects.

1.1.6 Whenever the singular number is used in the Construction Documents and when required by the context, the same shall include the plural and vice versa.

85221401

AD J/24

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/18/2014

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

and the masculine gender shall include the feminine and neuter genders and vice versa.

1.1.7 Section headings are inserted only for convenience of reference, and shall in no way define, limit, or prescribe the scope or extent of any provisions of the Contract Documents.

1.1.8 The non-enforcement of any provisions of the Contract for Construction by the Owner shall in no event be construed as a waiver of such provision or any other provision. Any waiver by the Owner of any default by the Contractor shall be limited to the specific matter and shall not be construed as a waiver of continued or future defaults.

1.1.9 If any term or provision of the Contract Documents shall be held to any extent to be invalid or unenforceable, the remaining terms and provisions of the Contract for Construction shall nevertheless be valid and shall be enforced to the fullest extent permitted by law.

1.1.10 Whenever pursuant to the provisions of the Contract for Construction, or the Contract Documents, the consent, permission, or approval is required of any other party, such consent, permission or approval shall be given in writing.

1.1.11 The Contract Documents that are listed on Exhibit C which is attached hereto and made a part hereof form the Contract for Construction. The Contract for Construction represents the entire and integrated agreement between the parties hereto and supercedes all prior negotiations, representations or agreements either written or oral. The Contract Documents shall not be construed to create any contractual relationship of any kind between any Design Consultant and the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or any Design Consultant and any Subcontractor, Sub-subcontractor or Materialman.

1.1.12 By executing the Contract for Construction, the Contractor represents that an appropriate representative of the Contractor has visited the Site, familiarized himself with the local conditions under which the Work is to be performed and correlated his observations with the requirements of the Contract Documents.

1.1.13 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary and what is required by any one shall be binding as if required by all. Items of work not specifically referred to in the Contract Documents but reasonably inferable therefrom as being necessary to produce the intended results shall be furnished by the Contractor. Such result with regard to all systems which are a part of the Work are intended to be systems which are complete and operable.

1.1.14 Where conflict exists within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes, and

85221401

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11111111

UNOFFICIAL COPY

8 5 2 2 1 4 3 1

ordinances, Governmental orders and regulations, the Contractor's policies and practices or the Contractor's sub-contract agreement, form of purchase order, or any other agreements binding any Sub-contractor to the Contractor, the more stringent or higher quality requirements shall apply.

1.1.15 The Contract for Construction shall be governed by the laws of the place where the Project is located.

1.1.16 The persons executing the Contract for Construction on behalf of each party hereto represent that they have received all required authorization to do so.

1.1.17 All notice, demands or requests provided for or desired to be given pursuant to the Contract for Construction must be in writing. All such documents shall be deemed to have been received three days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the address set forth in the Owner-Contractor Agreement or to such other address in the United States as a party hereto may hereafter designate in writing delivered in the manner aforesaid.

1.2 OWNERSHIP AND USE OF DOCUMENTS

1.2.1 All Drawings, Specifications and copies thereof furnished by any Design Consultant or the Contractor are Owner's property and shall remain its property. Such documents are not to be used on any other project, and, with the exception of one contract set for each party to the Contract for Construction, all copies thereof are to be returned to the Owner, or suitably accounted for, promptly at the completion of the Work or termination of the Contract for Construction.

ARTICLE 2 DESIGN CONSULTANT

2.1 ADMINISTRATION OF THE CONTRACT

2.1.1 All Design Consultants shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Design Consultants may perform their functions under the Contract Documents.

2.1.2 The Contractor hereby acknowledges that the Appropriate Design Consultant will have authority to (i) reject Work which does not conform to the Contract Documents and (ii) require special inspection or testing of the Work in accordance with Subparagraph 7.3.2 whether or not such Work be then fabricated, installed or completed.

2.1.3 The Owner will cause the Appropriate Design Consultant to review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the

85221401

AP
A/A

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/15/2011

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. Approval of a specific item shall not indicate approval of an assembly of which the item is a component.

ARTICLE 3 OWNER

3.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.1.1 The Owner shall furnish a legal description of the Site and plat of survey.

3.1.2 Not Used

3.1.3 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2 OWNER'S RIGHT TO STOP THE WORK

3.2.1 If the Contractor fails to correct defective Work as required by Paragraph 10.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.2.

3.3 OWNER'S RIGHT TO CARRY OUT THE WORK

3.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven (7) days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the Owner may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor, the cost of correcting deficiencies, including compensation for the additional services of any Design Consultant made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner promptly upon Owner's request.

85221401

DD
A. 14

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2024

ARTICLE 4 CONTRACTOR

4.1 REVIEW OF CONTRACT DOCUMENTS

4.1.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Appropriate Design Consultant and Owner in writing any error, inconsistency or omission so discovered.

4.2 SUPERVISION AND CONSTRUCTION PROCEDURES

4.2.1 The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.2.2 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and the Subcontractor's agents and employees, and other persons performing any of the Work under a contract or other arrangement with the Contractor.

4.2.3 The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of any Design Consultant or by inspections, tests or approvals required or performed under Paragraph 7.2 by persons other than the Contractor.

4.3 LABOR AND MATERIALS

4.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.3.2 The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees and shall not employ in the performance of any portion of the Work any unfit person or anyone not skilled in the task assigned to him.

4.3.3 Should the Contract Documents fail to particularly describe materials or goods to be used, then it shall be the duty of Contractor to inquire of the Appropriate Design Consultant as to what is to be used and to supply the Appropriate Design Consultant's choice as a part of the Work or thereafter replace such materials or goods to the Appropriate Design Consultant's satisfaction, provided that the Appropriate Design Consultant's choice is consistent with the intent of the Contract Documents.

4.3.4 When any material has been approved, no change in brand or make will be permitted unless: (1) Contractor can furnish satisfactory proof that delivery is

85221401

AD
AH

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2024

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

impossible, and Owner and the Appropriate Design Consultant have approved the proposed substitution in writing, or (2) the material delivered fails to comply with the Contract Documents.

4.3.5 Manufactured articles, material and equipment shall be supplied, installed, connected, erected, used, cleaned and conditioned as directed by written instructions of the manufacturer unless specified by either Owner or the Appropriate Design Consultant to the contrary.

4.4 TAXES

4.4.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

4.5 NOTICES

4.5.1 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes, or, if in the reasonable performance of its obligations hereunder, should have observed, that any of the Contract Documents are at variance therewith in any respect, the Contractor shall promptly notify the Appropriate Design Consultant and Owner in writing, and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any Work knowing, or, if in the reasonable performance of its obligation hereunder, should have known, it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Appropriate Design Consultant and Owner, the Contractor shall indemnify and hold Owner harmless from any losses suffered thereby.

4.6 SUPERVISION

4.6.1 The Contractor shall provide competent management and supervision, including superintendents and necessary assistants who shall be in attendance at the Site during the progress of the Work. The project manager, superintendents and assistants must be named in writing and be satisfactory to the Owner based upon credentials to be submitted by Contractor, shall be changed at the request of the Owner for cause, and shall not be changed except with the consent of the Owner. All communications given to the superintendent or project manager shall be as binding as if given to the Contractor.

4.7 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.7.1 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

85221401

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2024

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

4.7.2 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that the Contractor has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.7.3 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the approval of Shop Drawings, Product Data or Samples by any Design Consultant unless the Contractor has specifically informed the Appropriate Design Consultant and Owner in writing of such deviation at the time of submission and the Appropriate Design Consultant and Owner have given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by such approval.

4.7.4 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Appropriate Design Consultant on previous submittals.

4.7.5 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Appropriate Design Consultant. All such portions of the Work shall be in accordance with approved submittals.

4.8 DOCUMENTS AND SAMPLES AT THE SITE

4.8.1 The Contractor shall maintain at the site for the Owner's use one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all field changes made during construction. Such documents shall be available to all Design Consultants and Owner. The Drawings, marked to record all changes made during construction, shall be delivered to the Owner after review and approval by the Appropriate Design Consultant promptly upon completion of the Work.

4.9 USE OF SITE

4.9.1 The Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Site with any materials or equipment.

4.10 CUTTING AND PATCHING OF WORK

4.10.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together and operate properly.

4.10.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or

85221401

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/1/31

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor.

4.11 CLEANING UP

4.11.1 The Contractor at all times shall keep the Site free from accumulation of waste materials or rubbish caused by the Contractor's operations. At the completion of the Work the Contractor shall remove all waste materials and rubbish from and about the Site as well as all tools, construction equipment, machinery and surplus materials.

4.11.2 If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 3.3 and the cost thereof shall be charged to the Contractor.

4.12 ROYALTIES AND PATENTS

4.12.1 The Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is ordered by Owner, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Appropriate Design Consultant and Owner in writing.

4.13 INDEMNIFICATION

4.13.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner and all Design Consultants and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.13.

4.13.2 In any and all claims against the Owner or any Design Consultant or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts.

85221917
AP

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011

disability benefit acts or other employee benefit acts or any insurance required to be carried by the Contractor pursuant to this Contract for Construction.

4.13.3 The obligations of the Contractor under this Paragraph 4.13 shall not extend to the liability of any Design Consultant, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Design Consultant, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

4.13.4 The Contractor agrees to defend, indemnify and save the Owner and all Design Consultants harmless from all costs, damages, or expenses, including reasonable attorneys' fees, incurred by the Owner or any Design Consultant by virtue of any claim or claims whatsoever filed by any Subcontractor, or Sub-subcontractor, mechanic, laborer, or materialman making claims arising from the Work by, through, or under the Contractor. The Contractor also hereby agrees to defend, indemnify and hold harmless; protect, and defend the Owner and all Design Consultants from and against any liability, claim, judgment, loss, damage, including but not limited to direct damages, attorneys' fees, court costs and expenses of collection, occasioned in whole or in part by the failure of the Contractor, its Subcontractors, or Sub-subcontractors to comply with any of the terms or provisions of the Contract Documents.

4.13.5 The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment. This warranty is not limited by the provisions of Paragraph 10.2 of the General Conditions.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITION

5.1.1 Notwithstanding any provisions in the Contract Documents to the contrary, when in the Contract Documents the terms "Subcontractor" or "materialmen" are used with reference with mechanics liens, waivers thereof, indemnification therefrom, affidavits with respect thereto, or if the context so requires for the protection of the Owner, such terms shall be deemed to include each and every person or entity (whether such persons or entities are otherwise Sub-contractors or Sub-subcontractors) who has provided materials, labor or services directly or indirectly to or for the Project.

85221401

AD AP

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11-1-2011

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 The Contractor, as soon as practicable after being awarded the Contract, shall furnish to the Owner and the Appropriate Design Consultant in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the portions of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner has made objection under the provisions of Subparagraph 5.2.1.

5.2.3 If the Owner has objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner has no reasonable objection.

5.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if, after giving Owner notice thereof, the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate written agreement which has been approved by Owner, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreement with its Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of any subcontracting agreement, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of any proposed subcontracting agreement which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to its Sub-subcontractors.

5.3.2 Each Subcontract shall require the Subcontractor to consent to an assignment of the Subcontract to Owner in the event of a default by Contractor hereunder.

85221401

AD [Signature]

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2024

ARTICLE 6
WORK BY OWNER OR BY
SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND
TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to allow its tenants, and to itself, to perform work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other work on the Site under these or similar Conditions of the Contract for Construction. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 The Owner will provide for the coordination and scheduling of the work of the Owner's or its tenants own forces and of each direct contractor of Owner or its tenants with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner, its tenants and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate the Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Work depends for proper execution or relies upon the work of the Owner, its tenants or any other separate contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the Owner and the Appropriate Design Consultant any apparent discrepancies or defects in such work that could render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the Owner's, its tenants or other contractor's work as fit and proper to receive his Work, except as to defects which may subsequently develop in the other separate contractor's work after the execution of the Work.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 9.2.5.

6.2.5 Should the Contractor cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been

85221401

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

caused by the Contractor, Contractor shall defend, indemnify and hold Owner harmless from any losses suffered thereby.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.12, the Owner may clean up and charge the cost thereof to the contractors responsible therefor.

6.4 STORAGE AND HANDLING MATERIALS

6.4.1 The Contractor and each Subcontractor and Sub-subcontractor and materialmen shall be responsible for the proper care and protection against damage and theft of all its materials, equipment and tools delivered to the Site, and of materials, equipment and tools in its custody whether on or off the Site, and whether or not title was passed to Owner. Materials shall be set on blocking to prevent materials from touching the surface placed upon, and so placed that water cannot stand on them nor any piece be damaged or injured by its own or superimposed weights, and shall be stored and handled in such a manner which prevents the intrusion of foreign materials. Materials with finished surfaces or edges shall be so handled and stored as to guard against damage and soiling, marking or discoloration.

6.4.2 The Contractor shall assume full charge of the Site and off-site storage locations for the storage of materials, allotting space between Subcontractors for the various materials in such a manner as will facilitate the Work, avoid over-loading the structure being constructed on the Site, and maintain order and tidiness within said structure and on the Site or such other location.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 CLAIMS FOR DAMAGES

7.1.1 Should either party to the Contract for Construction suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.2 RIGHTS AND REMEDIES

7.2.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

85221401

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2024

7.2.2 No action or failure to act by the Owner, any Design Consultant or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract for Construction, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.3 TESTS

7.3.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Appropriate Design Consultant and Owner timely notice of its readiness and of the date arranged so the Appropriate Design Consultant may observe such inspection, testing or approval. Owner shall employ the necessary testing entity and the Contractor shall bear all costs of such inspections, tests and approvals unless otherwise provided.

7.3.2 If after the commencement of the Work the Appropriate Design Consultant determines that any portion of the Work requires special inspection, testing, or approval which Subparagraph 7.3.1 does not include, the Appropriate Design Consultant will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as in Subparagraph 7.3.1. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including the Appropriate Design Consultant's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.3.3 Required certificates of inspection, testing or approval shall be secured by either the Contractor, the Appropriate Design Consultant, or Owner and shall promptly be delivered to all parties.

7.3.4 Neither the observations of the Appropriate Design Consultant or Owner, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents, and no waiver or approval of any element of the Work shall be implied or inferred from the failure of Appropriate Design Consultant or Owner to object to the same.

7.4 CONTINUATION OF WORK AND PAYMENTS

7.4.1 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute or litigation, and the Owner shall continue to make payments for any portions of the Work not subject to such disputed litigation to the Contractor in accordance with the Contract Documents.

85221401

AD
AK

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2008

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

7.5 SITE CONDITIONS

7.5.1 Data concerning Site size, access to Site, staging and storage, present obstructions on or near the Site, locations and depths of sewers, conduits or pipes, position of sidewalks, curbs and pavements, and all other data concerning site conditions (other than subsurface conditions) have been obtained from sources Owner believes reliable; but accuracy of such data is not guaranteed and is furnished solely for accommodation of Contractor. Use of such data is made at Contractor's sole risk, cost and expense.

7.6 BONDS

The Owner in its sole discretion may require the Contractor to furnish Performance and Payment Bonds for the entirety of the Work or any portion thereof. The Owner may require any Subcontractor to furnish Performance and Payment Bonds for its portion of the Work on forms approved by Owner. If any bonds are required and approved by the Owner, the same or satisfactory evidence thereof shall be promptly delivered within ten (10) days of the execution of any subcontracting Agreement. The premium therefor shall be paid by Owner.

7.7 TITLE OF WORK

The title of all Work completed and in course of construction and of all materials on account of which any payment has been made shall be in the name of Owner.

7.8 ASSIGNMENT OF WARRANTIES

The Contractor shall assign to the Owner all warranties made available to Contractor by any supplier of materials and equipment incorporated in the Work and shall cooperate with and assist Owner in the enforcement of such warranties.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract for Construction.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Owner or any Design Consultant, or by any employee of

85221401

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/1/2016

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, weather conditions materially worse in the aggregate than historical norms, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine, provided, however, that the Contract Price shall not be changed.

8.3.2 All claims for extension of Contract Time shall be made in writing to the Owner, no more than twenty days after the occurrence of the delay; otherwise they shall be waived. In the case of a continuing cause of delay only one claim is necessary.

8.3.3 If no agreement is made stating the dates upon which interpretations or approvals to be provided in Subparagraphs 1.1.2 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations or approvals until fifteen days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS

9.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

9.2 SAFETY OF PERSONS AND PROPERTY

9.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. all employees performing any of the Work and all other persons who may be affected thereby,
2. all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody or control of the Contractor or any of its Subcontractors or Sub-subcontractors, and
3. other property at the site or reasonably approximate thereto, including trees, light standards, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. 9.2.2 The Contractor shall give all notices and comply with all applicable laws,

85221401

AK) 9.2.2

UNOFFICIAL COPY

Property of Cook County Clerk's Office

WEST

UNOFFICIAL COPY

ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

9.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

9.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

9.2.5 The Contractor shall promptly remedy all damage or loss (other than damage or loss to be insured against under the Contract Documents) to any property referred to in Clauses 9.2.1.2 and 9.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or any Design Consultant or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Paragraph 4.13.

9.2.6 The Contractor shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.

9.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

9.3 EMERGENCIES

9.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 4 of the Supplementary General Conditions for Changes in the Work.

Clerk's Office
AMJ
AMJ

85221401

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011

ARTICLE 10 UNCOVERING AND CORRECTION OF WORK

10.1 UNCOVERING OF WORK

10.1.1 If any portion of the Work should be covered contrary to the request of any Design Consultant or to requirements specifically expressed in the Contract Documents, it must, if required in writing by such Design consultant, be uncovered for observation by such Design Consultant and shall be replaced at the Contractor's expense.

10.1.2 If any other portion of the Work has been covered which any Design Consultant had not specifically requested to observe prior to being covered, such Design Consultant may, with Owner's approval, request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work shall be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in Article 6, in which event the Owner shall be responsible for the payment of such costs.

10.2 CORRECTION OF WORK

10.2.1 The Contractor shall promptly correct all Work rejected by the Owner or any Design Consultant as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the additional services of all Design Consultants made necessary thereby.

10.2.2 If, within one year after Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it and shall repair all damage thereby caused, promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

10.2.3 The Contractor shall remove from the Site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 10.2.1 or 10.2.2, unless removal is waived by the Owner.

10.2.4 If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 10.2.1 and 10.2.2, the Owner may correct it in accordance with Paragraph 3.3.

10.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Appropriate Design Consultant or Owner, the Owner may remove it and may store

85221401

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

the materials or equipment and make necessary corrections at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for any Design Consultant's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

10.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

10.2.7 Nothing contained in this Paragraph 10.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents. The establishment of the time period of one year after the Date Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and shall not limit the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations or responsibility for damages suffered by Owner other than specifically to correct the Work.

10.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

10.3.1 If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 11 TERMINATION OF THE CONTRACT

11.1 TERMINATION BY CONTRACTOR

11.1.1 If all Work on the Project is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if any portion of the Work should be stopped for a period of thirty (30) days, by the Contractor for the Owner's failure to make payment thereon, then the Contractor may, after the expiration of seven (7) business days' after written notice of such default to

85221401

HN)
P/M

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1011 2025-01-01

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

the Owner during which time such default is not cured, terminate the Contract for Construction and recover from the Owner payment for: (i) the costs earned to date of shutdown; (ii) the costs incurred by Contractor during the period of shutdown, if any, provided that during the period of shutdown, Contractor shall take all appropriate steps to reduce such costs to such amounts as are reasonably agreed to by Owner; (iii) all Work executed prior to termination; and (iv) for any proven loss prior to such date sustained upon any materials, equipment, tools, construction equipment and machinery, including therein any proven loss sustained under Owner-approved subcontracts, except any loss arising out of Work already performed and paid for by Owner. Contractor shall not be entitled to any unearned balance of the Contract Sum or any lost profits or expectancy.

11.2 TERMINATION BY THE OWNER

11.2.1 If the Contractor is adjudicated a bankrupt, or if Contractor makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of Contractor's insolvency, or if Contractor refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or, if Contractor fails to make prompt payment to subcontractors or for materials or labor (provided, however, that if the withholding of payment does not result in any work stoppage or any additional cost or expense to Owner over and above the applicable subcontract price, Owner may permit such withholding of payment if Contractor posts security for payment in form and amount reasonably satisfactory to Owner), or if Contractor disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is in default under any provision of the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) business days' written notice, terminate the employment of the Contractor and take possession of the Site and of all materials, equipment, tools, construction equipment and machinery thereon owned or leased by the Contractor and may finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. Following the completion of the Work, if the costs to the Owner, including a reasonable amount for supervisory time, plus 200% of outstanding claims are less than the Contract Sum, the Owner shall reimburse the Contractor for all Work properly executed by the Contractor pursuant to the provisions hereof. The Contractor shall, upon termination and as a precondition to receiving payment referred to herein, execute and deliver all such papers and take all such steps, including the legal assignment of Contractor's contractual rights, as the Owner may require for the purpose of fully vesting in Owner the rights and benefits of the Contractor under this Contract, and arising out of this Contract. Included in the payment for the Work shall be fair compensation either by purchase or rental, at the election of the Owner, for any equipment retained. In case of such termination of the Contract, the Owner shall further assume and become liable for obligations and commitments that the Contractor has previously undertaken within the terms of this Agreement, or in good faith in

85221401

AM
AM

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/1/2024

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

connection with said Work, provided that any such amounts are within the Contract Sum.

11.2.1 Notwithstanding the foregoing, if the costs of completing the Work exceed the unpaid balance of the Contract Sum at the time of termination, the Contractor shall pay the difference to the Owner and the Owner shall be entitled to a setoff of such amount from any amounts owing to Contractor hereunder. The foregoing is not intended to limit the Owner's right to recover from the Contractor any and all damages, flowing from any act, breach or omission giving rise to termination hereof.

Property of Cook County Clerk's Office

85221401

ND
2/14

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/18/2014

ARTICLE 12

12.1 DEFINITIONS OF TERMS

APPLICATION DATE - The first day of each month during the time that Work is being performed pursuant to the Contract for Demolition.

APPLICATION FOR PAYMENT - A Statement executed by the Contractor requesting payment for a portion of the Work and supported by such data substantiating the Contractor's right to payment as the Owner may require and reflecting the Retainage.

APPROPRIATE DESIGN CONSULTANT - Where the term "Appropriate Design Consultant" is used in the Contract Documents the term "Owner" shall be substituted.

CHANGE ORDER - A document signed by Owner indicating a change in the Contract Sum or a change in the description of the Work.

CONTRACT DOCUMENTS - The Owner/Contractor Agreement, the General Conditions, the Supplementary General Conditions, the Drawings, the Specifications and all addenda issued prior to, and all Modifications issued after execution of the Contract for Demolition.

CONTRACT FOR DEMOLITION - The total agreement constituting all the Contract Documents.

CONTRACT SUM - The Agreed upon sum for Payment of the Work.

CONTRACT TIME - The Period of time commencing with the Date of Commencement and ending with the date specified in the Schedule for final completion of the Work.

CONTRACTOR - The Contractor selected by Owner to perform the Work.

DATE OF COMMENCEMENT - The date specified in the Notice to Proceed for Commencement of the Work.

DESIGN CONSULTANT - Where the term "Design Consultant" is used in the Contract Documents, the term "Owner" shall be substituted.

DRAWINGS - Those documents described as "Drawings" on Exhibit C.

GENERAL CONDITIONS - The portion of the Contract Documents entitled "General Conditions".

NOTIFICATION - An Amendment to any one of the Contract Documents.

NOTICE TO PROCEED - A Notice from Owner to Contractor indicating the date on which the Contractor should commence the Work.

85221401

AD
JW

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11111111

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

OWNER - Urban Investment and Development Co.

OWNER - CONTRACTOR AGREEMENT - The portion of the Contract Documents entitled "Owner-Contractor Agreement".

PAYMENT AND PERFORMANCE BONDS - Those bonds required by Owner of Contractor with regard to the performance of the Work.

PROJECT - 900 North Michigan Avenue Project, Chicago, Illinois.

RETAINAGE - 10% of the Contract Sum.

SCHEDULE - The Schedule for the performance of the Work as shown on Exhibit D, to be provided by Contractor.

SHOP DRAWINGS - Drawings, diagrams, schedules and other data, especially prepared for the work by the Contractor and any sub-contractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

SITE - The property described on Exhibit A.

SPECIFICATIONS - The portion of the Contract entitled "General Requirements and Technical Requirements".

SUBCONTRACTOR - A contractor who contracts with the Contractor for a portion of the Work.

SUBSTANTIAL COMPLETION - The Work of some portion thereof being sufficiently complete so that the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

SUPPLEMENTARY GENERAL CONDITIONS - That portion of the Contract Documents headed "Supplementary General Conditions".

WORK - That demolition work as described by the Contract Documents.

85221401

AD
JH

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2014

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

11/11/82 3961A

CONTRACT FOR DEMOLITION

SUPPLEMENTARY GENERAL CONDITIONS

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
1. CONTRACT TIME.....	
1.1 SCHEDULE.....	
1.2 LIQUIDATED DAMAGES.....	
2. PAYMENTS AND COMPLETION.....	
2.1 SCHEDULE OF VALUES.....	
2.2 APPLICATIONS FOR PAYMENT.....	
2.3 FAILURE TO FURNISH WAIVER.....	
2.4 PAYMENTS TO SUBCONTRACTORS.....	
2.5 PAYMENTS WITHHELD.....	
2.6 SUBSTANTIAL AND FINAL COMPLETION.....	
3. INSURANCE.....	
3.1 CONTRACTOR'S LIABILITY INSURANCE.....	
3.2 PROPERTY INSURANCE - NOT USED.....	
4. CHANGES IN THE WORK.....	
4.1 CHANGE ORDERS.....	
4.2 CLAIMS FOR ADDITIONAL COSTS.....	
5. EQUAL EMPLOYMENT OPPORTUNITY.....	

85221401

AD
JH

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011

1

SUPPLEMENTARY GENERAL CONDITIONS

ARTICLE I CONTRACT TIME

1.1 SCHEDULE

1.1.1 Time is of essence with regard to the performance by Contractor of the Work and obligations hereunder. The Contractor shall promptly commence the Work to be performed under this Contract when directed to do so by Owner in writing in the Notice to Proceed. After the Date of Commencement, Contractor shall continuously and diligently perform, forward, and prosecute the Work to completion, subject to delays beyond reasonable control of Contractor, as defined in the General Conditions. The Schedule for the Work, including a date for final completion of the Work, is set forth as Exhibit D to the Contract for Demolition Work shall progress in accordance with the Schedule, except to the extent that changes are required as a result of matters beyond the control of Contractor. If Contractor shall fail to complete the Work or any element thereof described in the Schedule on or before the time for completion on the Schedule, Contractor shall be liable to Owner for all liquidated damages arising from such delay as set forth in Paragraph 1.2.1 of the Supplementary General Conditions.

1.2 LIQUIDATED DAMAGES

1.2.1 The Contractor acknowledges that time is of the essence of this Contract and that completion of the Work must meet the date(s) agreed to. Failure of the Contractor to execute the Schedule for the work on time or to complete on time will require the assessment of liquidated damages as provided. In case the Contractor shall fail to complete the work within the time fixed for such completion or within the time to which such completion may have been extended, the Contractor shall pay to the Owner the following sums:

Two thousand dollars (\$2,000.00) for each and every calendar day, up to seven (7) days, that the time consumed in completing the work by the Contractor exceeds the time allowed therefor. Five thousand dollars (\$5,000.00) for each and every subsequent calendar day, past the initial seven (7) calendar days, and up to seven (7) days that the time consumed in completing the work by the Contractor exceeds the time allowed therefor. Ten thousand dollars (\$10,000.00) for each and every subsequent calendar day past the initial fourteen (14) calendar days, that the time consumed in completing the work exceeds the time allowed therefor.

Said sums in view of the difficulty of accurately ascertaining the loss which the Owner will suffer by reason of delay in the completion of the Work hereunder is fixed and agreed as the liquidated damages that the Owner will suffer by reason of such delay, and not as a penalty. The Owner will deduct and retain out of the moneys which may become due hereunder, the amount of any such liquidated damages, and in case the amount which may become due hereunder shall be less than the amount of the liquidated damages suffered by the Owner, the Contractor shall be liable to pay the difference to Owner upon its demand.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/12

UNOFFICIAL COPY

8 5 2 2 1 4 3 1

ARTICLE 2 PAYMENTS AND COMPLETION

2.1 SCHEDULE OF VALUES

2.1.1 Before the first Application for Payment, the Contractor shall submit to the Owner a schedule of values allocated at the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. The approved schedule shall be used as a basis for the Contractor's Application for Payment.

2.2 APPLICATION FOR PAYMENT

2.2.1 On the Application Date of each month during the performance of Work, the Contractor shall deliver to Owner an Application for Payment in form as shown on Exhibit E which is attached hereto and made a part hereof together with the supporting waivers, statements, and certificates called for in Exhibit E. Within thirty (30) days after the Application for Payment is submitted to the Owner in conformance with the Contract Documents, Owner shall pay contractor the amount requested in the Application for Payment less the Retainage.

2.2.2 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the Work or upon the receipt of payment by the Owner or Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 2 as "liens"; and that none of the Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

2.2.3 If within thirty (30) days after submission of an Application for Payment, Contractor, through no fault of its own, has not received payment, then the Contractor may, upon fourteen (14) days written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of Contractor's reasonable costs of shutdown, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 4.3.

2.3 FAILURE TO FURNISH WAIVER

2.3.1 If any Subcontractor refuses to furnish a release or waiver required by Owner, any lender, or title insurance company, Contractor may either withhold payment from such Subcontractor or furnish a bond for 200% of the amount claimed and in a form satisfactory to Owner, any lender, or title insurance company, to indemnify them against any such lien. In the event a Subcontractor or materialman files a mechanic's lien or claim for lien against the Project, Contractor shall cause such lien or claim for lien to be formally released, bonded against or satisfied, and shall reimburse Owner for all costs and expenses, including, but not limited to attorneys' fees, and bonding and title indemnity expenses incurred by it in contesting, discharging, releasing or satisfying such lien or claim for lien or defending or otherwise participating in such suit. Owner shall have the right to retain out of any payment then or thereafter to become due to Contractor 200% of the amount claimed to indemnify it completely against the costs of any lien or claim for lien that may appear at time in favor

AD
J.P.S.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/10

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

of any person claiming by, through, or under the Contractor, including, among others, the Subcontractors or materialmen and such Subcontractors' materialmen, or any of its Subcontractors and materialmen, which amount shall include reasonable allowances for the projected costs, including, but not limited to, attorneys' fees to defend any action in connection therewith or deposits which need to be made to have such lien released against the Project. Contractor shall similarly indemnify and protect and defend Owner in respect of any lien or claim for lien in favor of any person claiming by, through, or under it, including, among others, its Subcontractors, its Sub-subcontractors, or its and their material men that may appear after final payment is made.

2.4 PAYMENTS TO SUBCONTRACTORS

2.4.1 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the Retainage actually retained, if any, from payments to the Contractor on account of such Subcontractors' work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

2.4.2 No Certificate of Payment, nor any payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

2.5 PAYMENTS WITHHELD

2.5.1 The Owner may withhold payment in whole or in part, if the Work completed is not in accordance with the Contract Documents or if the Work has not progressed to the point indicated by the Application for Payment. The Owner also may decline to approve any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in the opinion of the Owner to protect the Owner from loss because of:

1. defective work not remedied,
2. third party claims filed or reasonable evidence indicating probable filing of such claims,
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
4. reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum,
5. damage to another contractor,
6. reasonable indication that the Work will not be completed within the Contract Time, or
7. unsatisfactory prosecution of the Work or failure to carry out the Work in accordance with the Contract Documents.

85221401

AD
JH

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/13/2011

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

2.5.2 When the above grounds in Subparagraph 2.5.1 are removed, payment shall be made for amounts withheld because of them.

2.6 SUBSTANTIAL AND FINAL COMPLETION

2.6.1 When Contractor determines that it has achieved Substantial Completion, Contractor shall prepare for submission to the Owner a list of items which, it believes, then remain to be completed or corrected. The failure to include any item on such list shall not, however, alter the responsibility of Contractor to complete all the Work in accordance with the Contract Documents. When the Owner on the basis of an inspection determines that Substantial Completion has been achieved, it will then prepare a certificate of Substantial Completion which shall establish the date of Substantial Completion, and shall list all items to be completed or corrected and shall fix the time within which Contractor shall complete the items listed therein.

2.6.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, Owner shall make a final inspection and the Work has been fully completed in accordance with the terms and conditions of the Contract Documents. Owner will make payment of the remainder of the Contract Sum within thirty (30) days.

2.6.3 Notwithstanding the foregoing, the Retainage shall not be released and the final payment shall not become due until Contractor submits to Owner and any lender or title insurance company who shall request the same, (i) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness or charges connected with the Work for which Owner, or its property, might in any way be responsible, have been paid or otherwise satisfied; (ii) the consent of a surety if necessary to such final payment; and (iii) if required by Owner or any lender or title insurance company requesting the same, other data establishing payment or satisfaction of all such obligations, such as affidavits, receipts, releases and waivers of liens pertaining to the Contract to the extent and in such form as may be designated by Owner, any lender, or title insurance company.

85221401

AD
[Signature]

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025 101

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

ARTICLE 3

INSURANCE

3.1 CONTRACTOR'S LIABILITY INSURANCE

3.1.1 The Contractor shall purchase and maintain such insurance as will protect it and Owner from claims set forth below which may arise out of or result from the Contractor's operations under the Contract for Demolition whether such operations be by itself or by any Subcontractor, Sub-subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' compensation, disability benefit and other similar employee benefit acts,
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees,
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees,
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person,
- .5 claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom,
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any vehicle.

3.1.2 The insurance required by Subparagraph 3.1.1 shall be written for not less than any limits of liability specified herein or required by law, which ever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Contract for demolition.

3.1.3 All insurance shall be carried in companies satisfactory to Owner and shall name Owner, and Owner's employees and agents and Owner's mortgagees as additional insureds. Contractor shall not commence Work under the Contract for Demolition until it has obtained all insurance required hereunder and true copies of policies or certificates evidencing such insurance have been submitted to and approved by Owner, Contractor shall not allow any Subcontractor to commence work until such Subcontractor has obtained the same insurance coverage.

3.1.4 The Contractor shall maintain completed operations liability for not less than two (2) years after Substantial Completion of the Work.

3.1.5 Each policy shall provide that it will not be cancelled or materially altered except after thirty (30) days' advance written notice to Owner mailed to the address indicated in the Contract for Demolition, and the certificates of insurance shall so state. Upon receipt of any notice of cancellation or alteration, Contractor shall within ten (10) days procure other policies of

85221401

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11-11-2011

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

insurance, similar in all respects to the policy or policies, about to be cancelled or altered, and, if Contractor fails to provide, procure, and deliver acceptable policies of insurance, or satisfactory evidence thereof, in accordance with the terms hereof then at Owner's option Owner may obtain such insurance at the cost and expense of Contractor, without the need of any notice to Contractor.

3.1.6 The insurance required under this paragraph shall include the following coverage and limits in the following categories, amounts and detail:

(.1) Workers' Compensation and Employers' Liability Insurance

for all employees at the Site of the Project, as follows:

Coverage A (Workers' Compensation) - Statutory

Coverage B (Employer's Liability) - \$500,000 each accident

Coverage Endorsements (references are to Standard Insurance Service Offices current forms)

Broad Form All States Endorsement
Voluntary Compensation Endorsement

United States Longshoremen and Harbor
Workers' Compensation Endorsement

(.2) Comprehensive General Liability Insurance including:

Bodily Injury Liability
\$1,000,000 each occurrence
\$1,000,000 aggregate

Property Damage Liability
\$1,000,000 each occurrence
\$1,000,000 aggregate

Contractual Bodily Injury Liability
\$1,000,000 each occurrence
\$1,000,000 aggregate

Contractual Property Damage Liability
\$1,000,000 each occurrence
\$1,000,000 aggregate

Personal Injury Liability
\$1,000,000 aggregate

Coverage Endorsements (all references are to Standard

85221401

AD

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2024

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

Insurance Service Offices current forms)
Premises - Operations Liability
Escalator Liability
Independent Contractors Liability
Completed Operations and Products Liability
Contractual Liability Insurance (Blanket
Coverage - Broad Form)
Personal Injury Liability Insurance
(Hazards A, B, C, D)
Delete Exclusion (c) and Exclusion (a)
Broad Form Property Damage Liability Insurance
(Including completed operations)
Incidental Medical Malpractice Liability
Insurance
Blanket X, C and U Coverage
Host Liquor Liability Insurance
Railroad Protective Liability Insurance
(if required of Owner)

(.3) Comprehensive Automobile Liability Insurance

covering all owned, hired or non-owned vehicles including the loading or unloading thereof:

Bodily Injury Liability

\$1,000,000 each person

\$1,000,000 each occurrence

Property Damage Liability

\$1,000,000 each occurrence

(.4) Umbrella Liability Insurance

\$25,000,000 each occurrence

\$25,000,000 each aggregate

85221401

RD JH

UNOFFICIAL COPY

Property of Cook County Clerk's Office

ASSISTANT

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

ARTICLE 4 CHANGES IN THE WORK

4.1 CHANGE ORDERS

4.1.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract for Demolition consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

4.1.2 A Change Order shall be signed by the Contractor if the Contractor agrees to the adjustment in the Contract Sum or the Contract Time contained therein. The Contract Sum and the Contract Time may be changed only by Change Order.

4.1.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

- .1 If the Owner elects to have the change in the Work performed on a lump sum basis, the Contractor shall submit a delineated lump sum proposal to the Owner within fifteen (15) days of the Owner's request therefor. The Contractor's proposal shall be itemized and broken down into labor and materials for each component of the change in the Work and shall include signed itemized proposals from any Subcontractor(s) who will perform any portion of the change in the Work and from any supplier who will furnish materials or equipment for incorporation therein.
- .2 The portion of the proposal for labor, whether performed by the Contractor's forces or a Subcontractor's forces, shall include estimated gross wages of jobsite labor (including foremen) directly involved in the change in the Work, plus payroll costs (Social Security, fringe benefits, etc.) plus fifteen percent (15%) of the total of said estimated gross wages and payroll costs as general requirements and fee for the Contractor or any such Subcontractor (said general requirements and fee to include all supervision except foremen).
- .3 The portion of the proposal for materials shall include the estimated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the change in the Work, plus freight and applicable sales or use taxes, plus ten percent (10%) of said direct material costs as general requirements for the Contractor or any such Subcontractor (said general requirements to include all small tools). The portion of the proposal for materials shall include the Contractor's and any of its Subcontractor's estimated equipment rental costs in connection with the change in the Work, plus ten percent (10%) of said equipment rental costs as general requirements and fee for the Contractor or any such Subcontractor.

85221401

AD
DM

UNOFFICIAL COPY

Property of Cook County Clerk's Office

104125226

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

- .4 The lump sum proposal shall include six percent (6%) of the amounts which the Contractor will pay to any of its Subcontractors for the change in the Work as a fee to the Contractor.
- .5 If the Owner elects to have the change in the Work performed in the basis of unit prices stated in the Contract Documents or subsequently agreed upon by a Modification to the Contract for Construction, the Contractor shall submit a unit price proposal to the Owner within ten (10) days of the Owner's request therefor. The Contractor's proposal shall itemize the quantities of each item of the change in the Work for which there is an applicable unit price contained in the Contract Documents, and unit prices shall be applied to the net difference of quantities of the same item.
- .6 Unit prices contained in the Contract Documents shall include labor, material, supervision, tools, insurance, fringe benefits, equipment, general requirements, fee and all other things necessary to complete the work. No additional Contractor or Subcontractor general requirements or fee shall be applied to any unit prices.
- .7 If the Owner elects to have the change in the Work performed on a time and material basis, the change in the Work shall be performed at the actual cost to the Contractor or to the Subcontractor or Sub-subcontractors performing the change in the Work (without any charge for administration, supervision of any kind including general foremen, or the cost, use, or rental of tools or plant) plus fifteen percent (15%) thereof as general requirements and fee for the Contractor or any Subcontractor or Sub-subcontractor. The Contractor shall submit to the Owner daily time and material tickets, identifying the location and description of the change in the Work, labor employed, material used, equipment rented, and such other documentation of cost as the Owner may require. The Owner may require that such time and material tickets be initialed or otherwise reviewed and acknowledged on a daily basis by a designated employee of the Owner; however, such review and acknowledgement of time and material tickets or invoices by the Owner shall not constitute approval or acceptance by the Owner of the cost of items thereon. The Contractor shall make available to the Owner all its books, records, bills, accounts, and subcontracts relating to the Work for inspection by Owner at reasonable times and reasonable places in order to verify the actual cost to Contractor of the change in the Work.
- .8 The Owner shall pay the Contractor six percent (6%) of the amounts which the Contractor will pay to any of its Subcontractors for a time and material change in the Work as a fee to the Contractor.
- .9 If the change in the Work will result in a decrease in the Contract Sum, the Owner shall request and the Contractor shall submit a proposal within ten (10) days of the Owner's request therefore. If the Contractor's proposal is not acceptable to the Owner, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents, and/or on such other basis as the parties may mutually determine.

85221401

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1-15-2014

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

- .10 If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum as a result of a change in the Work, the parties shall make every reasonable effort to negotiate a mutually acceptable resolution. During the period of reasonable negotiation, the Contractor shall not suspend performance of the change in the Work or of the Work itself unless so directed by the Owner. During the period of negotiation, the Owner may, at Owner's sole discretion, pay to the Contractor up to the Owner's reasonable estimated value of the change in the Work, regardless of the dispute, if said change in the Work results in an increase in the Contract Sum; and the Owner shall have the right to decrease the Contract Sum up to the Owner's reasonable estimated value of the change in the Work, regardless of the dispute, if said change in the Work results in a decrease in the Contract Sum.

4.2 CLAIMS FOR ADDITIONAL COSTS

4.2.1 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 1.1.2 of the General Conditions, (2) any order by the Owner to stop the Work pursuant to Paragraph 3.2 of the General Conditions where the Contractor was not at fault, (3) any written order for a minor change in the Work issued pursuant to Paragraph 4.3, or (4) failure of payment by the Owner pursuant to Paragraph 2.2.3, the Contractor shall make such claim within twenty (20) days after such event has occurred. If Owner and Contractor are unable to dispose of such claim in a mutually agreeable fashion, such claim shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

4.3 MINOR CHANGES IN THE WORK

4.3.1 The Owner will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Change Order accompanied by revised or additional Drawings and Specifications if appropriate, and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly.

85221401

AD
AM

UNOFFICIAL COPY

Property of Cook County Clerk's Office

100-11111

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

ARTICLE 5

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM

5.1 The provisions of all Federal Executive Orders and amendments thereto, including but not limited to Executive Order 11246, and the provisions of state statutes and regulations and amendments thereto, relative to compliance with equal employment opportunity shall apply to all Work. The Contractor agrees to take affirmative action to provide equal employment opportunity pursuant to the provision of said Executive Orders and state statutes and regulations as amended from time to time.

5.2 The equal employment opportunity policies that shall govern the employment practices of the Contractor and its Sub-contractors in connection with the performance of the Work under the Contract, their compliance which shall be the primary responsibility of the Contractor, are set forth below:

5.2.1 Neither the Contractor nor any of its Subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and shall implement affirmative action programs to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.

5.2.2 The Contractor and its Subcontractors shall, in all advertisement or solicitations for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, sex or national origin.

5.2.3 The Contractor and its Subcontractor shall send to each labor union or group with which they have a collective bargaining agreement or other contract or understanding, a notice advising such workers' representative of the commitment under Executive Orders 11246, 11141, 11598, 11625, 11758, and Title 7 Civil Rights Act of 1964 as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.3 The Contractor shall implement and shall require each of its Subcontractors to implement an affirmative action program as a means of assuming compliance with the policies of employment set forth in Article 5.2 and with Contractors Proposed Affirmative Action Program incorporated in Exhibit B of the Contract Documents, including but not limited to:

85221401

AP
SA
1/14

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/1/2004

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

5.3.1 The program shall provide for the appointment of an Equal Employment Opportunity Officer who will be responsible for implementing and enforcing the program and for submitting appropriate reports to the Owner of the Contractor's progress in achieving the equal employment opportunity goals accepted by the Contractor. The name and telephone number of this Officer shall be posted in conspicuous places available to employees. This Officer shall take appropriate steps to ensure that all employees are advised of the Contractor's policies of non-discrimination and of its interest in actively and affirmatively providing equal employment opportunities, including the use of bulletin boards, employee handbooks, films, and other such communications media. This Officer shall take appropriate steps to ensure that management personnel-related activities are aware of their responsibilities in the implementation and enforcement of the aforementioned policies.

5.3.2 The program shall provide for the recruitment of qualified minority and female applicants for all job categories (subject to local union contracts and availability) with emphasis directed to categories with higher skill and responsibility levels, and for the monitoring of recruitment, placement, promotion, transfer, and training activities at all levels to ensure that full consideration is being given to minorities and females. The program should encourage the use of apprentices, as practicable and consistent with union and trade agreements, and provide for the periodic review of training and educational programs to ensure that minority and female employees receive equal opportunities to participate.

5.3.3 The program shall provide for solicitation of support of the Contractor's affirmative action program from all unions representing its employees.

5.3.4 The program shall prohibit any disparity in the compensation received by minority and female employees and employees for equivalent duties and shall provide for equal opportunities to perform over-time work or otherwise earn increased compensation.

5.4 The Contractor and its Subcontractors shall take use their best efforts to award subcontracts and purchase agreements to Minority Business Enterprises in compliance with Contractor's Proposed Affirmative Action Program incorporated as Exhibit B of the Contract Documents.

5.5 Monitoring and Enforcement

5.5.1 During the progress of the Work, the Contractor shall advise the Owner once each month on forms AA-1 through AA-3 and once each week on forms AA-4 included in Exhibit B of the Contract Documents, of the status of the Contractor's compliance with the minority contract requirements and goal achievement as outlined in Contractor's Proposed Affirmative Action Program.

85221401

BD
J/10

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2014

5.5.2 In the event the Contractor fails to honor its affirmative action obligations as stated in Contractor's Proposed Affirmative Action Program included in Exhibit B of the Contract Documents and the monthly status report, Contractor shall substantiate to the Owner in writing the reason for such failure. If there is nonutilization, without good cause, the Owner will advise the Contractor, in writing, the need for corrective actions. If the Contractor fails to initiate such actions, the Owner will institute the actions set forth in the Contract Documents.

5.5.3 In the event of the Contractor's willful non-compliance with Executive Orders 11246, 11375, 11141, 11598, 11625, 11758, and Title 7 Civil Rights Act of 1964 (as amended); with any applicable governmental rules, regulations, or orders; or with the Contractor's Proposed Affirmative Action Program included in Exhibit B of the Contract Documents; the Contract shall, at Owner's sole discretion, be cancelled, terminated, or suspended in whole or in part.

5.6 Definitions

5.6.1 For purposes of the Contract for Demolition, the term "minority" means a person who is Black (i.e. having origin in any of the Black racial groups of Africa), Hispanic (i.e. of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin), Asian or Pacific Islander (i.e. having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands), American Indian or Alaskan native (i.e. having origin in any of the original peoples of North America and maintaining identifiable cultural identification) or females.

5.6.2 For the purposes of the Contract for Demolition, the term "Minority Business Enterprises" means any business enterprise which is owned and controlled by one or more minorities and/or females, regardless of race or national origin and certified as a Minority Business Enterprise by appropriate governmental bodies. The term "owned and controlled" means a business which is: a sole proprietorship owned by a minority or a female; a partnership or joint venture controlled by minorities and/or females and in which at least fifty-one percent (51%) of the voting interest and fifty-one percent (51%) of the beneficial ownership interest are held by minorities and/or females. A Minority Business Enterprise will not be deemed bonafide unless the minority and/or female ownership interests are real and continuing and not created solely to meet the utilization goal set forth by the Contractor.

Only Certified Minority Business Enterprises will receive credit toward MBE participation. Certification will be in one of the following forms:

1. Certified by the Illinois Capitol Development Board as an MBE,
2. Certified by the Illinois Department of Transportation or the City of Chicago as an MBE,
3. Other documentation suitable to Owner.

85221401

RD
JH

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011

UNOFFICIAL COPY

8 5 2 2 1 4 0 1

CONTRACT FOR DEMOLITION

EXHIBITS

DESCRIPTION

1. EXHIBIT A - LEGAL DESCRIPTION OF SITE
2. EXHIBIT B - AFFIRMATIVE ACTION REPORTING FORMS
CONTRACTOR'S AFFIRMATIVE ACTION PROGRAM
3. EXHIBIT C - LIST OF CONTRACT DOCUMENTS
4. EXHIBIT D - SCHEDULE
5. EXHIBIT E - APPLICATION FOR PAYMENT DOCUMENTS
6. EXHIBIT F - PERFORMANCE BOND AND LABOR AND MATERIAL BOND
7. EXHIBIT G - MANUAL OF OPERATIONS

Property of Cook County Clerk's Office

85221401

ND
AS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

PROPERTY

UNOFFICIAL COPY

EXHIBIT A
8 5 2 2 1 4 0 1

900 NORTH MICHIGAN AVENUE PROJECT

LEGAL DESCRIPTION

PROPERTY GROUP 1

900 NORTH MICHIGAN AVENUE

That part of Lots 3, 4, 9 and 10 lying West of the West line of North Michigan Avenue (formerly Pine Street) in Block 13 in the Subdivision by the Commissioners of the Illinois and Michigan Canal of the South fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

101 E. WALTON STREET

Lot Four (4) and the South Twenty (20) feet formerly alley West adjoining Lot Four (4) in Subdivision of Lots 13, 14 and 15 in Subdivision of Block 13 in Canal Trustees Subdivision of the South fractional one-quarter (1/4) of Section Three (3), Township 39 North, Range 14, East of the Third Principal Meridian, and commonly known as Nos. 101-13 East Walton Place, Chicago, Illinois.

PROPERTY GROUP 2

920 NORTH MICHIGAN AVENUE

Lots 2 and 3 in Kinzers Subdivision of Lots 13, 14 and 15 in Block 13 in Canal Trustee's Subdivision of the South fractional 1/2 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY GROUP 3

65 EAST WALTON STREET/908-916 NORTH HUGUELET PLACE

Lots 8 and 11, and the North Half of Lot 5, in Block 13, in Canal Trustees' Subdivision of the South fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian,
ALSO

The East 32 feet of Lot 7, together with the West Half of Lot 6 in Kinzers Subdivision of Lots 13, 14 and 15 in Block 13 in the Canal Trustees Subdivision of the South fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

67 EAST WALTON STREET

The East 1/2 of Lot 6 in Kinzer's Subdivision of Lots 13 to 15, in Block 13 in the Subdivision by the Commissioners of the Illinois and Michigan Canal of the South Fraction of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

85221401

AD
R/S

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11111111

UNOFFICIAL COPY

EXHIBIT A

8 5 2 2 1 4 0 1

75 EAST WALTON STREET

Sub-Lot 5 in Subdivision (by Kinzer) of Lots 13, 14, and 15; in Subdivision of Block 13 of Canal Trustees' Subdivision of the South Fractional quarter of Fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY GROUP 4

118-120 EAST DELAWARE PLACE

PARCEL NO. 1:

That part of lot one (1) which lies Easterly of the West twenty five (25) feet thereof in Breits Subdivision of lots one (1) and two (2) block thirteen (13) Canal Trustees Subdivision of the South fractional quarter of Section three (3), Township thirty nine (39) North, Range fourteen (14), East of the Third Principal Meridian,

ALSO

PARCEL NO. 2:

That part of lot two (2) in plat of partition of block thirteen (13) in subdivision by Commissioners of Illinois and Michigan Canal of South fractional quarter of fractional Section three (3), Township thirty nine (39) North, Range fourteen (14), East of the Third Principal Meridian, bounded and described as follows: Commencing at a point in South line of lot two (2) aforesaid, one hundred twenty nine (129) feet East from the South West corner of said lot, thence East twenty (20) feet; thence North forty five (45) feet; thence West twenty (20) feet; thence South forty five (45) feet to the place of beginning;

ALSO

PARCEL NO. 3:

The West twenty five (25) feet of sub lot one (1) in subdivision of lots one (1) and two (2) in block thirteen (13) in Canal Trustees' Subdivision of South fractional Section three (3), Township thirty nine (39) North, Range fourteen (14), East of the Third Principal Meridian, all in Cook County, Illinois.

906 N. HUGUELET PLACE

The South 1/2 of the East 1/2 of Lot 5 in Block 13 in the Canal Trustees' subdivision of the South fractional 1/2 of Section 3, Township 39, North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY GROUP 5

57 E. WALTON STREET

All of Lot 7 (except the East 48 feet thereof) in the Subdivision of Lots 13, 14 and 15 in Block 13 in Canal Trustee's Subdivision of S. fractional 1/4 of Section 3, Township 39 North, Range 13 East of the 3rd Principal Meridian, in Cook County, Illinois.

85221401

Handwritten initials and date

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/15/2008

EXHIBIT A
UNOFFICIAL COPY 8 5 2 2 4 0 1

59 E. WALTON STREET

That portion of Lot 7 of Christoph Kinzer's Subdivision of Lots 13, 14 and 15 in Block 13 in Canal Trustees' Subdivision of the South fraction of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian described as follows: Beginning at a point on the North line of said Lot 7, 32 feet West of the North East corner thereof thence South parallel with the East line of said Lot 7 to a point on the South line thereof 32 feet West of the South East corner thence West 16 feet along said South line thence North to the North line aforesaid 16 feet West of the place of beginning thence East to the place of beginning in Cook County, Illinois.

PROPERTY GROUP 6 (Alternate No. 1)

909 NORTH RUSH STREET

The North 1/2 of the West 1/2 of Lot 6 in the Subdivision of Block 13 in the Subdivision by Commissioners of the Illinois and Michigan Canal of the South fractional quarter of fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

913-915 NORTH RUSH STREET

The Westerly 125 feet of Lots 7 and 12 in Block 13 in the Canal Trustees' Subdivision of the South fractional quarter of fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

910-916 NORTH ERNST COURT

Lots 7 and 12 (except the Westerly 125 feet of said lots) in Block 13 in the Commissioner's of the Illinois and Michian Canal Subdivision of the South fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY GROUP 7 (Alternate No. 1)

39-53 EAST WALTON STREET

Sub-Lots 8, 9 and 10 in Christoph Kinzer's Subdivision of Lots 13, 14, and 15 in Block 13 in Commissioners of the Illinois and Michigan Canal Subdivision, aforesaid, in Cook County, Illinois.

85221401

Cook County Clerk's Office
AD J/M

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2016

UNOFFICIAL COPY

EXHIBIT B 2 2 1 4 0 1

In addition to the attached Affirmative Action and Equal Employment Opportunity Program, Contractor will subcontract electrical work to a Minority Business Enterprise and will use its best efforts to subcontract hauling to a Minority Business Enterprise.

Property of Cook County Clerk's Office

85221401



UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2024