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Salem, OR 97301

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3 6 3 0 3 3 9 1

IN THE COUNTY OF COOK, STATE OF ILLINOIS

86305591

In the Matter Of:

MORROW CRANE CO., INC.,

Lien-claimant,

v.

W. E. O'NEIL CONSTRUCTION CO.,

Defendant.

**NOTICE, CLAIM AND
STATEMENT OF LIEN**

NO: _____

STATE OF OREGON)

) ss.

County of Marion)

Before the undersigned Notary Public for the State of Oregon appeared Michael Mills, who was duly sworn as to the following statement of lien:

I am the Attorney-in-Fact for lien claimant, Morrow Crane Co., Inc., P. O. Box 3306, Salem, Oregon 97302 (hereafter referred to as "Morrow"). In accordance with a contract between Morrow and W. E. O'Neil Construction Co., 2751 N. Cylbourn, Chicago, Illinois 60614, (as original contractor), Morrow did provide the following stated items to said Defendant and claims a lien against the improvement and the real property upon which said improvement is located, as is required for the convenient use and occupation of said improvement. A copy of said contract is attached hereto and incorporated herein by reference.

The description of the property upon which the improvement is located is:

Commonly known as: Plaza Towers, 800 Plaza Drive, Schaumburg, Illinois, and legally described as follows:

That part of Lot 6, lying South of the following described line:
Commencing at the Southwest corner of said Lot 6; thence North 0 degrees 25 minutes 37 seconds East along the West line of said lot, a distance of 729.00 feet to the point of beginning; thence South 89 degrees 30 minutes 26 seconds East along a line drawn perpendicularly to the East line of said lot, a distance of 199.61 feet; thence South 44 degrees 30 minutes 26 seconds East 112.50 feet; thence North 45 degrees 29 minutes 34 seconds East 67.50 feet; thence South 44 degrees 30 minutes 26 seconds East 81.65 feet; thence North 45 degrees 29 minutes 34 seconds East 5.41 feet; thence South 89 degrees 30 minutes 26 seconds East 16.38 feet; thence North 45 degrees 29 minutes 34 seconds East 38.02 feet, thence North 0 degrees 29 minutes 34 seconds East 58.84 feet to the point of inter-section with the aforesaid line drawn perpendicularly to the East line of said Lot 6 and passing through the hereinabove designated point of beginning; thence South 89 degrees 30 minutes 26 seconds East along said perpendicular line, 128.00 feet to the

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East line of said Lot 6, in Anderson's Woodfield Park, being a Subdivision of part of the Northwest 1/4 of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

THIS IS COMMERCIAL PROPERTY AND HAS NEVER BEEN THE HOMESTEAD OF DEFENDANTS, AND NONE OF DEFENDANTS OR MEMBERS OF THEIR FAMILY RESIDE UPON THE DESCRIBED PROPERTY.

The items which were incorporated and used in the construction of the improvement and provided by Morrow Crane are:

A. Labor for repair and maintenance of equipment, the reasonable and agreed value of which is \$4,078.68, of which \$-0- has been paid, leaving a balance of \$4,078.68 after deduction of all credits and offsets due the Defendant(s). Morrow Crane claims a lien against the property described in the sum of \$4,078.68.

Morrow provided the items as set forth above on or about June 4, 1985, and provided the last of the items no later than April 22, 1986. Construction of the improvement is not yet completed.

The owner or reputed owner of the described property is (are) Plaza Towers I, Limited Partnership, 800 Plaza Plaza Drive, Schaumburg, Illinois, and defendant(s) and owner(s) at all times had knowledge of Morrow's items provided to the improvement.

In addition to the amount claimed as a lien stated above, Morrow Crane claims a lien in the amount of recording fees for this claim of lien.

I am authorized to make this notice, statement and claim of lien on behalf of Morrow Crane. I am personally aware of the facts as set forth herein and make this statement with knowledge of the penalty for perjury. This statement is true and correct to the best of my knowledge.

Dated this 17th day of July, 1986.

MORROW CRANE CO., INC.

Michael Mills, Attorney-in-Fact

On the above date, before me appeared Michael Mills, known to me to be the Attorney-in-Fact of lien claimant Morrow Crane Co., Inc., and subscribed and swore to the foregoing Notice, Claim and Statement of Lien.

NOTARY PUBLIC FOR OREGON
My Commission Expires: 1987

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RECEIVED
JUL 01 1985W.E. O'NEIL CONSTRUCTION CO.
GENERAL CONTRACTORS
2751 NORTH OLDSBURN AVE. CHICAGO IL 60611
TELEPHONE CODE 312-327-1811OWNER: THE PROJECT: 2320 Towers, PHASE 1
JOB #: 2320
ARCHITECT: OTIS ASSOCIATES, INC.
ITEM OF WORK: CRANE RENTAL
Control No. 2320-1.206
JUN 25 1985
MORROW CRANE CO.

MORROW CRANE CO.

This Agreement is entered into on the 4th day of June, 19 85, by and betweenMorrow Crane Co. Inc. P.O. Box 2306 Salem, Ore 97302

(the "Supplier"), an independent supplier, and W.E. O'NEIL CONSTRUCTION COMPANY, an Illinois corporation (the "Contractor"), as a general contractor.

WHEREAS, the Contractor and the Owner have entered into a Principal Contract, which includes an agreement to undertake and complete construction (the "Project"); and

WHEREAS, the Contractor has awarded this Material Contract to Supplier and Supplier has agreed to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, Supplier and Contractor agree as follows: Supplier shall perform in a good and substantial manner using materials of the quality specified and the highest quality workmanship the following Work.

TOWER CRANE RENTAL

- STANDARD*
- A. Furnish and deliver one A200HC Liebherr tower crane with 158 feet of JIB, 300 feet of mast under the hook, adequate hook and power cable for the project. The crane shall be supplied with a top climber and come with sufficient standard tie in collars and struts.
 - B. The minimum rental period will be for five months at \$10,600.00 a month.
 - C. Rental includes 2 days of free torque wrench use during erection of the crane. Two days free technical assistance during erection, including all necessary tools and equipment.
 - D. Crane to be on site between July 1, and July 5, 1985; rent to commence on date of delivery, however, at O'Neil's option delivery may be delayed four weeks. Rental will start no later than July 31, 1985. Waiting time not to exceed 3 hour per truck; truck arrivals to be staggered. O'Neil to give Morrow minimum 5 day notice prior to desired delivery.
 - E. Second shift work will be billed at 50% the normal monthly rental rate. All hours in excess of 180 hr/mo shall be billed at 50% the pro-rata hourly rental of the first 180 hours.
 - F. Power and hoist cable must be returned in serviceable condition free of abusive damage.
 - G. The anchorage for the tower crane will be billed at a cost of \$4,100.00 F.O.B. jobsite, and shall be delivered prior to delivery of crane as required by W. E. O'Neil.
 - H. Top climber and three (3) standard tower sections to be supplied when required on one truck.
 - I. Freight to jobsite to be lump sum \$8,500.00 if any; and, \$3,200.00 lump sum out. Lessee shall be responsible for unload at job site and load out at job site only. Loading and unloading to be accomplished as per Paragraph D above.
 - J. The terms and conditions of exhibits A and B are incorporated herein by reference.

All in strict accordance with Specifications prepared by Otis Associates, Inc. Dated April 15, 1985, and Drawings: but only to the extent to which they are applicable to the work of this Agreement.

Architectural	A1-1, A2-1/A2-2, A3-1/A3-8, A4-1/A4-11, A5-1/A5-8, A6-1/A6-4 Dated 4/15/85
Structural	S0-1, S1-1/S1-7, S2-1/S2-2, S3-1/S3-3, S4-1/S4-3 Dated 4/30/85
Civil	C2-1, C3-1/C3-2, C4-1, C5/C7 Dated 5/9/85
Plumbing	P-1, P-10 Dated 4/15/85
Fire Protection	FP-8, FP-9, FP-11 Dated 4/15/85
Mechanical	M-1/M-9 Dated 4/15/85

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Plumbing, Fire
Protection
Electrical
Electrical/
Mechanical

PFP-2/PFP-7 Dated 4/15/85
E-1/E-4, E-8/E-17 Dated 4/15/85
E-5/M-10 thru E-7/M-12 Dated 4/15/85

K. Modifications other than those enumerated above to manufacturers standard equipment, if any, shall be at Contractors cost. Any costs incurred by Supplier in order for Supplier to comply with contract conditions between Owner and Contractor shall be additional to this contract (Reference Article II).

L. Morrow extends no warranties express or implied, of merchantability, fitness for a particular purpose, design, materials or otherwise except as set forth immediately below:

1. The described equipment if erected, maintained and operated in accordance with manufacturers recommendations; and
2. Situated on the project site as indicated by suppliers drawings; or such revision thereto as may be mutually agreed to by Contractor and Supplier.
3. Shall perform those tasks customarily associated with the construction work required of projects similar to the project described in the plans and specifications.
4. As limited to the manufacturer's literature concerning load, reach, height and other performance characteristics.

M. It shall be Contractor's Responsibility to
Erect, JUMP AND Dismantle Crane.

N. The amounts listed in Items B, C and I all include state sales tax.

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3 3 3 3 1 1 1

1 ACCEPTANCE OF CONTRACT. ARTICLE I. This Material Contract is accepted when signed by Supplier and by W.E. O'Neil 1
2 Construction Company as Contractor or by partial or complete performance under this Contract. The terms set forth herein are a complete 2
3 statement of this Agreement and shall supersede and shall not be interpreted by any reference to any previous proposal, document or 3
4 understanding, written or oral, or other agreement except as specifically provided in this Agreement. Acceptance of this Agreement is 4
5 limited to the terms hereof. 5
6 Contractor and Supplier have an independent contractor status in relation to each other. As an expert in their field, Each has sole 6
7 control over the means, methods, and safety by which the Work is done. This provision does not extend the obligation 7
8 liability when equipment is in the care, custody and control of the other party. 8

1 SUPPLIER'S OBLIGATIONS TO THE OWNER AND ARCHITECT. ARTICLE II. Supplier shall perform the Work and his obligations 1
2 under this Agreement in accordance with and subject to the provisions of the Principal Contract. Supplier expressly agrees that if the 2
3 Principal Contract imposes any obligation on the Contractor in connection with the performance of the Work, Supplier hereby assumes such 3
4 obligations and shall perform the same to the full extent that the Principal Contract requires of the Contractor. The Contractor shall have 4
5 the same rights and remedies against Supplier with respect to the obligations of the Contractor as the Contractor has against the Owner. 5
6 Supplier shall complete the Work in accordance with this contract. The Architect's and Owner's decision (or as 6
7 otherwise provided in the Principal Contract) as to the meaning of the plans and specifications shall be final. The Contractor, Owner and 7
8 Architect shall have the right to inspect and test the Work at reasonable times. But only to the extent same are applicable 8
9 to the work of this agreement. 9

1 TERMS OF PAYMENT. ARTICLE III. A. If the Supplier is making satisfactory progress with the Work (in the Contractor's or Owner's 1
2 reasonable opinion), is not in default under this Agreement, and complies with the Payment Procedures, and if (but only to the extent that) 2
3 the Contractor has received payment from the Owner for each Work, then progress payments shall be made to the Supplier within five days 3
4 of the date that a receipt is received from the Owner. An amount shall be withheld from each partial payment pursuant to the retainage terms of the 4
5 Principal Contract. (SEE ALSO ADDITIONAL PAYMENT TERMS ELSEWHERE) 5
6 The Minimum Payment procedures shall include: 6
7 B. i. On the 20th of each month, Supplier will furnish Contractor at our field office with three (3) copies of its billing for work 7
8 accomplished during the preceding month. As a minimum, this billing must set forth the information required by Exhibit 1. 8
9 ii. A Sworn Statement (or Contractor to Owner (The Affidavit) in the form of Exhibit 2. The Affidavit shall be substantiated with 9
10 evidence satisfactory to the Contractor that the Supplier has paid his obligations relating to the Work; and 10
11 iii. Three (3) copies of partial waivers of lien, cumulative to date, by Supplier, his suppliers, subcontractors and materialmen in the 11
12 form indicated by Exhibit 3, to be rendered to the Contractor at the time of payment. 12
13 All "Cost Plus" billings must be detailed as to material, labor, equipment and subcontractor charges and substantiated by copies of 13
14 invoices, certified payrolls, and by signed tickets for labor and equipment charges. These billings are to be part of Supplier's monthly 14
15 progress billing. Requested revisions to Supplier's contract price are not to be included in its billings until Supplier receives Contractor's 15
16 signed Change Order in accordance with Article V. The Change Order is to be billed on the next regular billing to the extent the changed 16
17 Work is completed. 17
18 C. Final Payment will consist of the unpaid balance of the Contract Price, which includes retainage withheld from any amounts the 18
19 Contractor has applied to cure any default. The time for Final Payment shall not occur until the Work has been completed and accepted by 19
20 the Owner, the Owner has paid the Contractor the entire balance of the amount relating to the Work, and the Supplier has delivered to 20
21 the Contractor: 21
22 i. A final billing and an Affidavit in the form indicated in Part B of this Article; 22
23 ii. Complete and final waivers of lien, in the form indicated by Exhibit 4, satisfactory to the Contractor, by the Supplier, his suppliers, 23
24 subcontractors and materialmen, for all liens which are in any way related to the Work; and 24
25 iii. Guarantees required by Article XII of the Principal Contract and all operating instructions, Federal, State or local reports, payroll 25
26 certifications, or the like which, if required by the Principal Contract, are to be provided as part of the Work. 26
27 D. Supplier shall keep the property supplied or upon which work is performed free of any claim or lien. 27
28 The above procedures are the minimum conditions which shall be met prior to any payment in addition, Supplier agrees to comply 28
29 with any additional procedures required by the Principal Contractor or Owner. ONE BUSINESS DAY 29

1 SCHEDULING. ARTICLE IV. Supplier shall commence within ~~10 days~~ of notice by Contractor 1
2 appropriate action to service and repair equipment and put equipment back into service 2
3 as quickly as is reasonably possible. 3
4 4
5 5

1 CANCELLATION. ARTICLE V. If the Principal Contract is terminated by the Owner, or progress is delayed due to conditions which the 1
2 Contractor cannot control, the Contractor may cancel this Agreement without any liability to Supplier. Supplier will be entitled to payment 2
3 for his work in the amount approved and accepted by the Contractor and Owner and actually paid to the Contractor by the Owner. 3
4 AS A MINIMUM, A MINIMUM RETAINAGE PROVISIONS ELSEWHERE. 4

1 SUPPLY BOND. ARTICLE VI. If requested, Supplier shall furnish a Supply Bond (Exhibit 5) with a surety acceptable to Contractor. If a 1
2 bond is requested, an amount equal to the premium for the bond shall be added to Supplier's contract price unless the specifications or 2
3 bidding documents call for such a bond. Supply bond not required. 3

1 SUBMISSION OF DATA. ARTICLE VII. Supplier shall take all field measurements required for his work and furnish all 1
2 drawings, certifications and data the Contractor may request to detail and illustrate the Work. 2
3 Supplier, at its own expense, shall perform all tests required by the Principal Contract or required in his opinion or in the opinion of the 3
4 Architect for the proper completion of the Work. If the Principal Contract requires that tests be performed by an independent laboratory, 4
5 Supplier shall pay for such tests. Supplier shall be reimbursed for such tests only to the extent provided in the Principal Contract. 5

1 COMPLIANCE WITH LAWS. ARTICLE VIII. Supplier, at his own expense, shall comply with all Federal, State, Municipal and local laws, 1
2 ordinances, rules, regulations, codes, standards, orders, notices and requirements applicable to the Work and concerning, but not limited to 2
3 the Occupational Safety and Health Act, Workmen's Compensation, Occupational Disease, Unemployment, Social Security, permit 3
4 restrictions, the Civil Rights Act, and Executive Orders thereunder prohibiting discrimination because of age, sex, race or national origin. 4

1 PERMITS, TAXES AND FEES. ARTICLE IX. Supplier, at his own expense, shall obtain all permits except the building permit, license, 1
2 bonds and inspection fees that this Agreement or local, state or federal governments require for undertaking the Work. Supplier shall pay all 2
3 sales, use, occupational, excise, transportation, F.I.C.A. and any other taxes applicable to this Agreement. 3

1 CHANGES IN WORK. ARTICLE X. The Contractor may, before the completion of the Work, order any changes in the Work whether such 1
2 changes increase or diminish the amount to be done. Such changes may only be made upon the issuance by the Contractor of a Change Order 2
3 or a written notice to proceed. No additional compensation or no adjustment to the Contract Price or time allowed for performance of the 3
4 Work shall be made except by Change Order. 4
5 Within fourteen days (or such lesser time as may otherwise be directed) of notice to Supplier of the contemplated change to the Work, 5
6 Supplier shall submit an estimate of the change to the Contract Price and duration which would be required should the changes 6
7 contemplated be ordered. The method by which adjustment to Contract Price shall be determined (unless otherwise specified in the Principal 7
8 Contract) in order of precedence shall be: 8
9 A. Unit Prices, if any 9
10 B. Lump sum estimates, indicating the estimated hours and costs of labor, the anticipated cost of material, equipment, transpor- 10
11 tation, sub-subcontracting, insurance, fringe benefits, and taxes, less the value of work omitted. To this shall be added an agreed overhead 11
12 and profit. 12
13 C. If no agreement can be reached, Supplier shall keep a separate record of all reasonable costs directly incurred in performance of the 13
14 changed work. The Contractor shall be notified, in writing, of the amounts of labor, materials and equipment expended. No changes, 14
15 corrections or omissions shall be made to any part of this agreement. 15

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Handwritten signature and date: 7/16

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1 SAFETY. ARTICLE XI. Supplier, at its own expense, shall conform to the safety policies and regulations established by the Contractor. 1
2 Supplier, his employees, agents and representatives MUST WEAR HARD HATS AT ALL TIMES while on the project site. Supplier shall 2
3 constantly police this requirement. Supplier shall report to the Contractor all damages or injuries suffered by its employees, other persons, 3
4 or property from the Work arising out of this Agreement. Supplier shall furnish the Contractor two (2) copies of the written accident report 4
5 within three (3) days of the injury or damage. 5

1 ~~GUARANTEE. ARTICLE XII. Supplier shall deliver to the Contractor his written guarantee to repair, replace, restore or rebuild, at the~~ 1
2 ~~the Contractor's option, any such defects occurring within the guarantee period upon written notice from the Contractor. This guarantee shall be~~ 2
3 ~~in addition to the Contractor's rights under law, other guarantees or other warranties, whether express or implied.~~ 3
4 4
5 5

1 INSURANCE AND INDEMNIFICATION. ARTICLE XIII. Supplier shall maintain insurance with coverages in amounts as specified below 1
2 the Contractor. Before work is begun, Supplier shall furnish certificate(s) from his insurance carriers indicating coverage limits, and 2
3 providing that the policy(s) may not be changed or cancelled without thirty days prior written notice to the Contractor and if the Contractor 3
4 requests, shall name Contractor, Owner and Architect as additional insured parties. Should Supplier fail to submit the certificates required, 4
5 the Contractor may take such steps it deems necessary to provide proper protection and charge all costs to Supplier. 5

6 Unless otherwise stipulated in the Principal Contract or this Agreement, the minimum limits on coverage shall be: 6
7 A. Workmen's Compensation and Occupational Disease-Statutory at contractors cost and option 7
8 B. Employer's Liability-\$500,000 (Coverage B). 8
9 C. Comprehensive General Liability including blanket (broad form) contractual liability coverage - Bodily Injury: \$1,000,000 each 9
10 person, \$1,000,000 each occurrence; Property Damage: \$500,000 each occurrence, \$500,000 aggregate. 10

11 D. Automobile Liability for claims arising out of the ownership, maintenance, or use of owned and non-owned vehicles-Bodily Injury: 11
12 \$500,000 each person, \$1,000,000 each occurrence; Property Damage: \$500,000 each occurrence. Supplier agrees to indemnify and hold 12
13 harmless the Contractor, Owner and Architect, their officers, agents and employees from all losses, damages, costs or injuries, including 13
14 legal fees, judgments and decrees, which Contractor, Owner and Architect, their officers, agents and employees may directly or indirectly 14
15 incur, and agrees upon demand to defend any action or proceeding which may be brought against Contractor, Owner and Architect, their 15
16 officers, agents and employees because of personal injury or death of any persons whatsoever, or property damage to any persons or 16
17 organizations whatsoever, arising out of or in any way connected with the performance of Work related to this Agreement. Contractor shall 17
18 have the right to withhold from any payments due or to become due to Supplier an amount sufficient in its judgment to indemnify it and its 18
19 officers, agents and employees from any loss, damage, cost or injury, including legal fees, judgments and decrees. Contractor may require 19
20 Supplier to furnish a bond, in the sum of \$100,000, to protect Contractor, Owner and Architect, their officers, agents and 20
21 in the foregoing is intended as an agreement to indemnify or hold harmless Contractor, Owner and Architect, their officers, agents and 21
22 employees, from such person's own negligence. Above shall apply (only) in event of sole negligence of 22
23 supply. 23

1 DEFAULT. ARTICLE XIV. A. The following shall constitute events of default: 1

2 i. Supplier shall fail to comply with any condition or terms of this Agreement or shall abandon the Work. 2
3 ii. Supplier shall fail to pay any sub-contractor, supplier or worker for any materials, labor or other things used in the Work when 3
4 such payments are due; provided, however, that if Supplier, within two (2) days of the due date of such payment, posts a bond in amount and 4
5 form satisfactory to the Contractor as security for such payments, such non-payment shall not constitute an event of default. 5
6 iii. Supplier shall become insolvent, or there shall be filed against him proceedings for bankruptcy, reorganization, dissolution, 6
7 receivership or similar federal or state law. 7

8 B. If any event of default occurs, then the Contractor may at any time elect any or all of the following remedies: 8
9 i. Order Supplier to immediately comply with any conditions or terms of this Agreement. 9
10 ii. Order Supplier to take back any defective work or materials and to replace such work or materials with satisfactory work or 10
11 materials. 11

12 iii. Accept any defective work or materials and reduce the Contract Price. 12
13 iv. Arrange for completion of any of Supplier's duties at Supplier's expense. 13
14 v. Refuse to make any payments to Supplier for Work performed until the event of default ceases. 14
15 vi. Upon two (2) business days' written notice to Supplier, terminate this Agreement and cover for or finish the Work by whatever 15
16 means which the Contractor, in his sole discretion, may choose. 16

17 C. If the Contractor terminates this Agreement, the Contractor shall have no obligation to pay for any Work performed after 17
18 termination, and will have no obligation to make any further payments to Supplier for work performed before such termination until the 18
19 Project has been completed, accepted by the Owner, the Contractor has received full payment for the Project from the Owner, and the 19
20 Contractor determines to his satisfaction that potential costs and claims relating to the performance of the Work have been satisfied. Such 20
21 payments to the Supplier shall be reduced by the amount due to the Contractor under the terms of this Agreement. The Contractor's choice of 21
22 remedy shall not operate to waive any other rights provided hereunder or by law against supplier or his surety. 22

23 D. Upon demand, Supplier shall immediately pay all direct or indirect losses, damages and costs, including all administrative costs 23
24 and attorneys' fees incurred by the Contractor in connection with any default or good faith exercise of any right upon Supplier's default. If 24
25 Supplier does not pay the costs immediately, the Contractor may withhold all costs from any payments of the Contract Price. An itemized 25
26 list of such costs shall be prima facie evidence of Supplier's liability. 26

1 MISCELLANEOUS PROVISIONS. ARTICLE XV. A. No action, failure to act or delay by the Contractor shall constitute a waiver of 1
2 future performance of any power or right under the Agreement, except to the extent the Contractor specifically states in writing. No 2
3 payment made under this Agreement shall be evidence of the performance of the Work or shall be construed to be an acceptance of defective 3
4 work or improper materials. 4

5 B. No amendment to this Agreement shall modify this Agreement unless it is in writing and signed by both Contractor and Supplier. 5
6 This agreement shall be governed by the laws of the State of Illinois. 6

7 C. No provisions of this Agreement shall in any way inure to the benefit of any third person (including the public at large) so as to 7
8 constitute any such person a third party beneficiary of any part of this Agreement. 8

9 D. Supplier shall not assign this Agreement or any payments due him under this Agreement, without the Contractor's prior written 9
10 consent. Any such assignment without consent shall be null and void. No Subcontract or assignment shall relieve the Supplier from the 10
11 obligation of this Agreement. 11

IN WITNESS WHEREOF, the parties hereto have executed this Material Contract as of the day and year first above written.

Witness

Date

W.E. O'NEIL CONSTRUCTION COMPANY

General Contractor

[Signature]

6/27/85

By *[Signature]*
V. President

Witness

Date

[Signature]

6/27/85

[Signature]
Supplier

[Signature]
11/24/85

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H.K.C. REGAL 882-2515

MORROW CRANE CO., INC.

HEADQUARTERS: P.O. BOX 3306 • SALEM, OREGON 97302, USA
(503) 585-5721 TELEX 360-864

Lease No. _____

Date June 3, 1985

EQUIPMENT LEASE AGREEMENT

MORROW CRANE CO., INC., (hereinafter "Morrow") leases to:

Name: W. E. O'Neil Construction Co. (hereinafter "Lessee")

☐ CORPORATION ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ PROPRIETORSHIP

Mailing Address: 2751 N. Clybourn Avenue, Chicago, IL 60614

Billing Address: _____

the following equipment: One (1) Model 200HC with 158 of jib, for a free standing height under hook of 163 and a final hook height of 300 feet power cable and wire rope to ground. Also to include counterweights, operator cabin, 106 HP drive system hydraulic top climber when required. Plus all required standard tie ins and struts.

(hereinafter "equipment")

for use at the following designated location: Plaza Towers

City Schaumburg State Illinois County Cook

Rental Rate: \$ 10,600 per month, ~~excluding taxes, insurance and fees which are Lessee's responsibility.~~ Lessee shall pay the rental on the first of each month in advance, without offset or counterclaim at Morrow's office as set forth above. First month's rent shall be paid upon acceptance of order. The rental rate is based on 180 hours of use per month. Lessee shall pay increased rental on a ~~pro-rated hourly basis~~ if the use is greater. Two percent per month or the highest legal rate of interest, whichever is less, will be due as additional rental on amounts outstanding over thirty (30) days.

as provided elsewhere

Minimum Rental Period: Five (5) months, based on 30 calendar days per month.

Designated Delivery Yard: See below Designated Return Yard: Chicago

All delivery charges plus 15% will be paid by Lessee. Approximate Delivery Date: See elsewhere
(Fourteen (14) days advance written notice required)

Rental Shall Begin Upon the Initial Shipment of the equipment from ~~designated delivery yard~~ to Lessee, ~~But Not later than the Minimum Rental Start Date Which is~~ 19____ and Shall End Upon Return of All Equipment to Designated Return Yard, Haulage at Lessee's Cost and Risk.

Remarks: Morrow will FRT crane to job site for a lump sum of \$8,500 return FRT to Morrow Chicago yard \$3,200 lump sum. Morrow will furnish a service technician for erection for up to two (2) free normal working days, 16 hours total, travel time, services vehicle, tools, torque wrench at no charge for erection. Service charges will be billed local service only. Morrow will provide foundation anchors assemblies for \$4,100.00. Morrow will provide layout drawings at no charge.

Not Binding on Morrow Unless Countersigned By Morrow Corporate Officer. Lessee Has Read All Terms of This Lease, Including Those Terms on Reverse Side, and Agrees to Said Terms in Their Entirety.

LESSEE

W. E. O'Neil Construction Company

Company Name

By: _____

(Please Print Name)

By: _____

Signature

Title

Date: _____, 19____

MORROW CRANE CO., INC.

By: _____

Sales Rep. or Sales Div.

By: _____

Corporate Officer

Date: _____, 19____

EXHIBIT B

GENERAL TERMS OF THE LEASE

1. **Erection, Climbing and Dismantlement:** Lessee will load, freight, unload, erect, climb and dismantle the equipment at its expense and risk. Morrow has the option of providing a serviceman for technical assistance during the erection, climbing or dismantlement and in the service of the equipment. Lessee shall pay Morrow's published rates for technical assistance and service calls so furnished by Morrow. Any costs related to delays not caused by Morrow shall be paid by Lessee in addition to the agreed lump sum amount. ~~EXCEPT AS OTHERWISE PROVIDED BY THIS AGREEMENT.~~
2. **Operation, Maintenance and Repair:** Morrow will employ at its own expense competent personnel to operate and maintain the equipment in strict accordance with the manufacturer's operation manuals (which Lessee agrees to return upon termination of lease) and loading specifications. Lessee will operate, service, maintain and repair the equipment at its own expense and keep it in good working order. Lessee shall immediately notify Morrow of the necessity for and the making by Lessee of any repairs to the equipment. Lessee shall not make any alteration or modification to the equipment without the prior written consent of Morrow. Morrow may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the equipment is located. Lessee shall return the equipment in the same condition as received, with components similarly assembled, without concrete spallier and with a useable hoist line on cranes. Morrow shall notify Lessee after the return of the equipment of any necessary repairs to the equipment and Lessee shall promptly make such repairs or shall reimburse Morrow for such repairs at Morrow's published rates ~~applicable to independent.~~
3. **Warranty, Inspection:** Morrow warrants the equipment will be delivered in operating condition. This warranty is expressly conditioned upon Lessee inspecting the equipment and notifying Morrow in writing, within ~~ten~~ ⁽³⁰⁾ days of the receipt of equipment, of any defects discovered. Morrow's sole responsibility under the above warranty shall be, at its option, to either repair or replace any component which is determined to not be in working order upon delivery of the equipment, and provided Lessee has reported same to Morrow in writing as required, and Morrow has, upon inspection, found such components to be defective. This warranty does ~~not~~ include the cost of labor for removal or replacement, ~~or cost of materials.~~ ^{At replaced products or parts shall become Morrow's property. The above warranty is contingent upon proper use of the equipment and will not apply if adjustment, repair or parts replacement is required because of accident, neglect, misuse, improper handling, operation or maintenance, unusual physical stress or weather conditions.}
~~MORROW IS NOT THE MANUFACTURER OF THE EQUIPMENT. MORROW EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, MATERIALS, OR OTHERWISE, EXCEPT AS SET FORTH IN THE LEASE AGREEMENT. SEE ELSEWHERE FOR LIMITED WARRANTY.~~
IN NO EVENT SHALL MORROW OR THE MANUFACTURER OR ITS COMPONENT SUPPLIERS OF THE EQUIPMENT BE LIABLE FOR ANY DELAY, WORK STOPPAGE, LOSS OF USE OF EQUIPMENT, LOSS OF TIME, INCONVENIENCE, LOSS OF PROFIT, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM OR ATTRIBUTABLE TO DEFECTS IN THE EQUIPMENT OR SERVING OF THE EQUIPMENT, NEGLIGENCE, BREACH OF WARRANTY, OR OTHERWISE, NOR FOR ANY DELAY OR LOSS OCCASIONED BY DELAY IN THE DELIVERY OF THE EQUIPMENT FOR ANY REASON WHATSOEVER;
4. **Indemnity, Damages:** Lessee shall be responsible for any and all loss of and/or damage to the equipment from any and every cause whatsoever during the term thereof. No loss of or damage to the equipment or any part thereof shall impair any obligation of this Lease, which shall continue in full force and effect. Lessee shall indemnify and hold Morrow harmless from any and all liability arising out of the possession, use, operation, maintenance, erection, dismantling, loading, unloading, delivery, return of the equipment and/or any other action or failure to act by the Lessee, its agents or employees, or for any other reason whatsoever.
5. **Insurance:** Lessee at its expense shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for the value of the equipment, and shall carry public liability insurance with limits of not less than \$5,000,000 for injury or death per occurrence and/or aggregate, and \$500,000 for property damage, deductible not to exceed \$10,000. All such insurance shall be in form and with companies satisfactory to Morrow. All such insurance policies shall name Morrow as additional insured. Lessee shall deliver to Morrow prior to shipment the policies of insurance or certificates thereof. All such policies shall be primary coverage and endorsed to provide that Morrow shall be given thirty (30) days prior written notice of the alteration or cancellation of any such policy. In the case of Lessee's failure to procure or maintain said insurance, Morrow shall have the right, but shall not be obligated, to effect such insurance. In that event, all monies spent by Morrow in effecting same shall be deemed additional rental, and shall be immediately paid by Lessee to Morrow. Lessee agrees to release Morrow from any claim which Lessee or insurance company may have against Morrow for any loss covered by this insurance.
6. **Default:** Lessee shall not use the equipment if Lessee is in default under this or any other lease's agreement with Morrow more than thirty (30) days on any payment for rental, service or parts ~~and~~ ^{without limitation of Morrow's other remedies.} ~~Lessee shall be liable to Morrow for the full amount of the rental payments and service charges, without limitation of Morrow's other remedies.~~ Should Lessee become the subject of a bankruptcy proceeding, or substantially violate any provision hereof, then Morrow may terminate this agreement, take possession of the equipment, and recover all monies due, damages for any injury to, and all expenses incurred in returning the equipment. For the purposes of any legal actions or proceedings brought by Morrow in respect of this lease agreement, Lessee irrevocably submits to the jurisdiction of the Courts of the State of ~~Georgia~~ ^{Georgia} and of the United States of America sitting in the State of ~~Georgia~~ ^{Georgia}.
~~Lessee shall pay and all rights to notice and to a judicial hearing with respect to the repossession of the equipment by Morrow in the event of a default shall be under by Lessee.~~
7. **Title:** Title to the equipment at all times shall remain in Morrow's name, and Lessee shall protect the title. Lessee shall pay all levies, attachments, liens, encumbrances, personal property tax (on a pro-rata monthly basis regardless of assessment date) and other charges. If Morrow pays any such charges, they shall be added to rental payments and paid by Lessee. No assignment or sub-letting shall be made without Morrow's prior written consent. Lessee shall execute all security filings and documents as required by Morrow and post a payment or performance bond at Morrow's option ~~AND COST.~~ ^{REASONABLY}
8. **Cancellation:** If Lessee cancels this agreement, Lessee agrees to pay as liquidated damages a minimum of two (2) months rental but not more than the minimum rental term plus costs and damages. Should Lessee delay taking delivery within thirty (30) days after the stated approximate delivery date, Morrow, at its option, may terminate this contract without liability.
9. **Technical Assistance:** The terms and conditions hereof shall apply to any technical assistance or service work performed by Morrow or parts supplied by Morrow.
10. **Payment Terms:** Any amounts which are due to Morrow under this agreement or have been advanced by Morrow on behalf of Lessee shall be deemed additional rental and are due ~~immediately~~ ^{within ten business days of receipt by W.G.O.} interest at two percent (2%) per month or the highest legal rate, whichever is less, will be due as additional rental on all invoice amounts outstanding over thirty (30) days.
11. **Entire Agreement:** All prior representations and proposals, if any, are superseded by this agreement which constitutes the entire and only agreement between the parties. Any changes must be in writing and signed by both parties. If this agreement becomes attached with Lessee's purchase order, all terms of the purchase order are hereby acknowledged to be ~~incorporated~~ ^{incorporated} unless specifically agreed by addendum and signed by Morrow corporate officer.
12. **Applicable Laws:** If any provisions hereof conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions hereof. For the sole purpose of resolving any problem of conflict of laws with respect to filing or recording hereof, it is declared and agreed that this instrument shall be deemed to be executed, completed and effective when the equipment is received at the address at which it is to be located, and that questions of filing or recording shall be determined by the law of such place. In all other respects this agreement shall be governed by and construed according to the laws of the State of ~~Georgia~~ ^{Georgia}. This contract shall be binding upon the heirs, administrators, legal representatives and successors of Lessee. The paragraph captions provided herein are merely for convenience and shall not be construed to limit or otherwise modify terms hereof.

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