

UNOFFICIAL COPY

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

NOTICE OF SUBCONTRACTOR'S CLAIM FOR MECHANICS LIEN

TO: National Can Corporation
c/o CT Corporation System,
Registered Agent
208 South LaSalle Street
Chicago, IL 60604

Gary Dunbar
Encorp
AMCA International
Construction Corporation
111 Merchant Street, Suite 210
Cincinnati, Ohio 45246

American National Can Company
c/o William Sick, Acting President
8770 West Bryn Mawr
Chicago, IL 60631

DEPT-01 \$49.00
145555 TRAN 0501 06/09/89 11:22:00
404574 E *-29-262595
COOK COUNTY RECORDER

YOU ARE HEREBY NOTIFIED, pursuant to the provisions of paragraph 24 of Chapter 82 of the Illinois Revised Statutes, that the undersigned, Star Erectors, Inc., an Illinois Corporation, having its principal place of business at 1304 North Division Street, Pontiac, Illinois, has been employed as a subcontractor by Encorp to furnish labor, tools, supplies and equipment for the erection of one Varco-Prudent building and connector building relating to a project known as the "National Can Warehouse Addition" at 1101 West 43rd Street, Chicago, Illinois 60609, with the owner denominated American National Can Company, 8770 West Bryn Mawr, Chicago, Illinois 60631.

Said labor, tools, supplies and equipment were furnished for the construction of the afore-described buildings at 1101 West 43rd Street, Chicago, Illinois 60609, and being more particularly described as follows:

A parcel of land comprised of all of Lot 16 together with the north 375.00 feet of Lot 15 and that part of the west one half of Lot 14 lying north of the south line of said north 375.00 feet of Lot 15 extended east, all in Donovan Industrial Park, being a subdivision of part of each of Lots 3, 4, 5, 6, 7, 8, 9 and 10 in Stock Yards subdivision of the East one half of Section 5, Township 38 North, Range 14, east of the third Principal Meridian, in Cook County, Illinois, the record owner of which is National Can Corporation.

Said labor, tools, supplies and equipment were furnished for the construction of the aforesaid buildings at the aforesaid location pursuant to a subcontract agreement executed by Star Erectors, Inc. and Encorp, as general contractor for the National Can Warehouse Addition,

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dated August 22, 1988, a copy of which is attached hereto, incorporated by reference and marked Exhibit A.

Pursuant to said contract, the above services, supplies, and equipment have been provided, used and supplied on the above-described property, in which you may have or claim an interest. Additionally, Star Erectors, Inc. provided additional labor, tools, supplies, and equipment concerning the above-described buildings on the above-described property pursuant to additional work authorizations dated as follows: October 3, 1988; January 10, 1989; February 3, 1989; February 3, 1989; February 3, 1989; March 2, 1989; March 10, 1989; and April 17, 1989, copies of which are attached hereto, incorporated by reference, and collectively marked Exhibit B. That pursuant to verbal and written authorizations later re-executed on Additional Work Authorization forms provided by Encorp, the labor, tools, supplies, and equipment required to be provided by Star Erectors, Inc. were provided and the work of Star Erectors, Inc. completed on or about March 1, 1989.

That pursuant to said Subcontract Agreement and Additional Work Authorizations, there is now justly due and owing to Star Erectors, Inc. of Pontiac, Illinois, allowing for credits, the sum of \$128,602.96, as evidenced by the invoices attached hereto, incorporated by reference, and marked collectively Exhibit C. The undersigned, Star Erectors, Inc., of Pontiac, Illinois, hereby claims a lien therefore as and against your interest in the above-described property and also as against the money due from you to said contractor, Encorp, a Division of AMCA International Construction Corporation.

Dated at Pontiac, Livingston County, Illinois this 2nd day of May, A.D., 1989.

Star Erectors, Inc.
By Jonathon Dewald, General Manager
and Authorized Agent of Star
Erectors, Inc.

BY: Jonathon Dewald
Jonathon Dewald, General
Manager, Star Erectors, Inc.

892825305



ENCORP

111 MERCHANT ST., SUITE 210
CINCINNATI, OH 45246
PHONE 513/782-6400
FAX: 513/782-6476

First Class Mail Overnight Courier

To Star Erectors, Inc.
1304 N. Division
Peoria, Ill. 61764

Attention Jon Dewald

Date 7/9/88 Job No. 5112

Re: Ann. Nat. Gun Warehouse Bldg.
Chicago, Ill.

TRANSMITTAL RECORD

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Show drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- _____

COPIES	DATE	NO.	DESCRIPTION
1			Signed subcontract # 5112-0512-8 (your copy)

THESE ARE TRANSMITTED as checked below

- Approved
 - For Contract Revision
 - Revise and Resubmit
 - Approved as Noted
 - For Construction
 - For Your Information
 - For Approval
 - _____
- For Your BID due _____ at _____ o'clock Prints must be returned to us.

Remarks Encorp accepts your letter to us dated Aug 27 1988
except that Encorp will process monthly payments
instead of 2 times per month. Also, an increase in the
substantial completion date at Nov 15 1988 still
stands with a final completion date at Dec. 23 1988.

Submit _____ Copies
Return _____ Copies
Resubmit _____ Copies

ENCORP J. R. Roy
P. M.

Copies to: _____

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ENCORP

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First Class Mail Overnight Courier

111 MERCHANT ST., SUITE 210
CINCINNATI, OH 45246
PHONE 513/782-6400
FAX 513/782-6476

To Star Erectors, Inc.
1304 N. Division
Peotone, Ill. 61764
Attention Jon Demald
Date 9/9/88 Job No 5112
Re Am. Nat. Cap. Warehouse Addn
Chicago, Ill.

TRANSMITTAL RECORD

WE ARE SENDING YOU Attached Under separate cover via _____ the following items

Show drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

COPIES	DATE	NO	DESCRIPTION
1			Signed subcontract # 5112-0512-8 (your copy)

THESE ARE TRANSMITTED as checked below

Approved For Contract Revision Revise and Resubmit
 Approved as Noted For Construction For Your Information
 For Approval _____
For Your BID due _____ at _____ o'clock Prints must be returned to us.

Remarks Encorp accepts your letter to us dated Aug 27 1988
except that Encorp will process monthly payments
instead of twice per month. Also, in response to
the substantial completion date at Nov. 12 1988
stands with a final completion date at Dec. 27 1988.

Submit _____ Copies
Return _____ Copies
Resubmit _____ Copies

ENCORP
J. R. Roy
P. M.
Copies to _____

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ENCORP - A Division of AMCA International Construction Corporation
111 Merchant Street
Suite 210
Cincinnati, OH 45246
513/782-6400

SUBCONTRACT AGREEMENT

Subcontract No.: 5112-0512-8

THIS AGREEMENT, made this 22nd day of August, 1988, by and between ENCORP - A Division of AMCA International Construction Corporation, hereinafter called "ENCORP" and

Star Erectors, Inc.
1304 N. Division
Pontiac, IL 61764
Attn: John Dewald
815/844-7311

hereinafter called "Subcontractor": to perform work on the following project:

PROJECT: National Can Warehouse Addition
1107 West 43rd Street
Chicago, IL 60609

OWNER: American National Can Co.
8770 West Bryn Mawr
Chicago, IL 60631

I. SCOPE OF WORK

Subcontractor, acting at all times as an independent contractor, agrees to perform the following Scope of Work which shall hereinafter be referred to as "Subcontractor's Work" or "the Work": Furnish all labor, equipment and tools as required to erect one Varco-Pruden building and connector building in accordance with the drawings and specifications. (See Exhibit "A").

II. INCORPORATION OF PRINCIPAL CONTRACT

Subcontractor recognizes that ENCORP has heretofore entered into a contract ("Principal Contract") with "Owner", to perform certain labor and furnish certain materials for the construction and completion of the Project. Subcontractor states that he has read the Principal Contract and agrees to be bound to ENCORP by the terms and conditions of the Principal Contract and to assume toward ENCORP all the obligations and responsibilities that ENCORP assumes in and by the Principal Contract toward the Owner.

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III. THE CONTRACT DOCUMENTS

The Contract Documents as the term is used herein, shall consist of this Subcontract Agreement and the following documents which are attached hereto and incorporated herein and the Principal Contract.

- Exhibit "A" - Specific identifications of drawings, specs, etc., numbers and dates
- Exhibit "B" - Services and materials furnished by ENCORP
- Exhibit "C" - Terms and conditions for subcontracts, consisting of Articles 1 thru 14
- Exhibit "D" - Insurance Requirements
- Exhibit "E" - Certificate of Compliance with Equal Employment Opportunity Requirements and Non-Segregated Facilities

IV. MERGER OF AGREEMENT

The Contract Documents constitute the entire Agreement with Subcontractor (hereinafter referred to simply as the Agreement or this Agreement) and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only by a Modification. A Modification is defined in Article 4 of Exhibit "C" to this Subcontract Agreement.

V. CONTRACT PRICE

In consideration of the faithful performance of all the Subcontractor's obligations hereunder, ENCORP shall pay to Subcontractor the following compensation:

5112-0512-S Building Erection \$398,000.00

(Three Hundred Ninety Eight Thousand Dollars and No Cents)

VI. SPECIAL PROVISIONS:

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ADDRESSES:

Subcontractor:

Star Erectors, Inc.
1304 N. Division
Pontiac, IL 61764

Contractor:

ENCORP - A Division of AMCA International
Construction Corporation
111 Merchant Street
Suite 210
Cincinnati, OH 45246

State License No.: 104-001305 State License No: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement; the day and year first above written.

Subcontractor:

Star Erectors, Inc.

Contractor:

ENCORP - A Division of AMCA International
Construction Corporation

By: Jon Dawald
Title: PRESIDENT

By: John M. Long
Title: Proj. Mgr.

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EXHIBIT "A"

ENCORP Subcontract No. 5112-0512-8

Star Erectors, Inc.
1304 N. Division
Pontiac, IL 61764
Attn: John Dewald
815/844-7311

Work to be performed under this Agreement will be based on the following documents:

Drawings:

Varco-Pruden Job # 3838
Cover Sheet
20 Building Drawings
7 Miscellaneous Detail Drawings

Specifications:

See drawing cover sheet
All erection work shall meet all applicable codes.

Clarifications to Scope of Work:

1. All four walls of main building and two walls of connector building will have 3" friction fit insulation with metal liner on inside of girts from floor to roof.
2. Roof to have 4" PSK heavy duty mat insulation.
3. Contractor to receive, unload and distribute building steel from Varco-Pruden trucks scheduled to arrive on 9/12/88, 9/13/88, 9/19/88 and 9/20/88.
4. All work is scheduled to be complete on or before November 19, 1988.
5. Cut wall siding and install framing (if required) for 3-5 HP exhaust fans, 6 wall louvers, and 17 unit heater vents using 8" diameter duct.

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EXHIBIT B

ENCORP Subcontract No. 5112-0512-8

Star Erectors, Inc.
1304 N. Division
Pontiac, IL 61764
Attn: John Dewald
815/844-7311

The following services and materials will be furnished by ENCORP:

1. Temporary water and electricity will be available from existing plant but must be scheduled with ENCORP Superintendent for use. Subcontractor shall furnish all hoses, extension chords, attachments, etc. as required for his use. Temporary electricity is for small hand tools only.
2. Temporary toilet.

Property of Cook County Clerk's Office

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EXHIBIT "C"

ARTICLE I Subcontractor's Obligations

- 1.1 The Subcontractor agrees to perform such part of the Work under the general direction of ENCORP and subject to the final approval of Owner or specified representative of the Owner, in accordance with the Contract Documents. Subcontractor will furnish all of the labor and materials, along with competent supervision, shop drawings and samples, tools, equipment, scaffolding, and permits which are necessary for such performance.
- 1.2 Should any questions arise with respect to the interpretation of the drawings and specifications, such questions shall be submitted to the Architect/Engineer and his decision shall be final and binding. If there is no Architect/Engineer for this Project, ENCORP's decision shall be followed by the Subcontractor.
- 1.3 By executing the Subcontract Agreement, Subcontractor represents that he 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.
- 1.4 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 as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations in the Contract Documents which have well-known technical or trade meanings are used in accordance with such recognized meanings.
- 1.5 The Subcontractor shall carefully study and compare the Contract Documents and shall at once report to ENCORP any error, inconsistency or omission he may discover. The Subcontractor shall be liable to the Owner, ENCORP or the Architect/Engineer for any damage resulting from any such errors, inconsistencies or omissions discovered but not reported or that should have been discovered.
- 1.6 The Subcontractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents subject to the overall coordination of ENCORP. The Subcontractor shall be responsible for the accurate layout of the Work. ENCORP will provide a base line for horizontal control and bench mark(s).
- 1.7 The Subcontractor shall designate a responsible and competent representative, qualified by experience and training, to supervise Subcontractor's work. The Subcontractor's representative shall be present, on the jobsite, whenever Subcontractor's work is being performed. If the designated representative is not suitable to ENCORP, Subcontractor agrees to designate another such individual.
- 1.8 The Subcontractor shall be responsible to ENCORP for the acts and omissions of his employees and all his Sub-subcontractors and their agents and employees and other persons performing any of the Work under a contract with the Subcontractor.

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- 1.9 The Subcontractor shall arrange all required inspections of the Work, however, neither observations nor inspections, tests or approvals by persons other than the Subcontractor shall relieve the Subcontractor from his obligations to perform the Work in accordance with the Contract Documents.
- 1.10 Unless otherwise specifically provided in the Contract Documents, the Subcontractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 1.11 The Subcontractor shall at all times enforce strict discipline and good order among his agents, employees, and sub-subcontractors and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
- 1.12 The assignment of responsibilities to the Subcontractor herein shall not be construed by inference or otherwise to require ENCORP to perform any other responsibilities that either by common practice or an understanding of the parties are the responsibility of the Subcontractor.
- 1.13 During the progress of the work the Subcontractor shall maintain in his job office one set of project prints for the purpose of recording information for record drawings. It shall be the Subcontractor's responsibility to accurately record any variation regarding size, location, materials, equipment and/or other aspects of the work which may occur. However, the Subcontractor shall not make any changes unless directed by the ENCORP Superintendent. He shall also document additional information as may be required by the Owner. The execution of the Contract Documents shall not be considered complete until these record drawings are delivered to ENCORP for revisions to the original drawings.
- 1.14 Job scheduling meetings will be held as the ENCORP Superintendent deems necessary. The Subcontractor will be required to have an employee authorized to make schedule commitments attend these meetings.
- 1.15 The Subcontractor shall be responsible for daily cleanup. If the work area is not kept clean, the ENCORP Superintendent may, at his sole discretion, provide for cleaning and charge the Subcontractor for the costs.

ARTICLE 2 Payments

- 2.1 ENCORP agrees to pay to the Subcontractor for the satisfactory completion of Subcontractor's Work in monthly payments of 90% of the work performed in any preceding month, in accordance with estimates prepared by the Subcontractor and approved by ENCORP. Payments made on account of materials not incorporated in the work, but delivered and suitably stored at the site, or at some other location agreed upon in writing, shall be in accordance with the terms and conditions of the Contract Documents. Subcontractor will provide monthly completed lien waivers and Application for Payments, in a form satisfactory to the Owner and ENCORP. ENCORP's obligation to make payment of the approved portion of the Subcontractor's monthly estimate shall be conditioned upon receipt by ENCORP of its payment from the Owner. Approval and payment of Subcontractor's monthly estimate is specifically agreed not to constitute or imply acceptance by ENCORP or Owner of any portion of the Subcontractor's Work.

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- 2.2 In the event the Subcontractor does not submit to ENCORP such monthly estimates by the requested date, then ENCORP may at its option include in its monthly estimate to the Owner for Work performed during the preceding month such amount as it may deem proper for the Work of the Subcontractor for the preceding month and the Subcontractor agrees to accept such approved portion thereof in lieu of monthly payment based upon the Subcontractor's estimate.
- 2.3 Neither the final payment nor the remaining retainage percentage shall become due until the Subcontractor submits to ENCORP (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens, to the extent and in such form as may be designated by the Owner. If any Sub-subcontractor refuses to furnish a release or waiver required by the Owner or ENCORP, the Subcontractor may furnish a bond satisfactory to the Owner and ENCORP to indemnify them against any such lien.

If any such lien remains unsatisfied after all payments are made, the Subcontractor shall refund to the Owner or ENCORP all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. The acceptance of final payment shall constitute a waiver of all claims by the Subcontractor except those previously made in writing and identified by the Subcontractor as unsettled at the time of the Final Application for Payment.

- 2.4 ENCORP may deduct from any amounts due or to become due to the Subcontractor any sum or sums owing by the Subcontractor, and in the event of any breach by the Subcontractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against the Owner, ENCORP, ENCORP's Surety, or the premises upon which the Work was performed, which claim or lien arises out of the Subcontractor's performance of the Work, ENCORP shall have the right, but is not required, to retain out of any payments due or to become due to the Subcontractor an amount sufficient to completely protect ENCORP, Owner, or ENCORP's surety from any and all loss, damage or expense therefrom, until the claim or lien has been adjusted by the Subcontractor to the satisfaction of ENCORP. This paragraph shall be applicable even though the Subcontractor has posted a full payment and performance bond.
- 2.5 Subcontractor hereby specifically agrees that all monies received from ENCORP which represent amounts due to suppliers, laborers or materialmen other than Subcontractor are received and held by Subcontractor as fiduciary and trustee for said suppliers, laborers or materialmen. Subcontractor agrees that he will not commingle funds received for the benefit of another with his own funds and agrees that he will promptly, following receipt thereof from ENCORP, forward said monies to the intended beneficiaries thereof. Upon written request from ENCORP, Subcontractor shall either (a) establish checking accounts which require the joint signatures of both Subcontractor and its suppliers, laborers or materialmen in order to effect withdrawals therefrom or (b) permit ENCORP to make direct payment to Subcontractor's suppliers, laborers or materialmen. In the event that (b) above is requested by ENCORP the amount of monies to be paid to Subcontractor for his services shall be decreased by the sum of 5%, which amount shall be considered compensation to ENCORP for the extra services assumed by ENCORP and this amount shall be deemed to be a reduction of the sum due Subcontractor for his Work.

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- 2.6 ENCORP may decline to approve an Application for Payment if in its opinion the Application is not adequately supported. If the Subcontractor and ENCORP cannot agree on a revised amount, ENCORP shall process the Application for the amount it deems appropriate. ENCORP may also decline to approve any Applications for Payment or, may nullify in whole or in part any approval previously made to such extent as may be necessary in its opinion 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 Subcontractor to make payments properly to Sub-subcontractors or for labor, materials or equipment;
 4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 5. damage to ENCORP, the Owner or another contractor working at the Project;
 6. reasonable evidence that the Work will not be completed within the Contract time, or;
 7. persistent failure to carry out the Work in accordance with the Contract Documents.

ARTICLE 3 Prosecution of the Work

- 3.1 Time is of the essence for both ENCORP and Subcontractor, and they mutually agree to see to the performance of their work and the work of their subcontractors so that the entire project may be completed in accordance with the Contract Documents. The Subcontractor shall provide ENCORP with scheduling information and Subcontractor's proposed schedule for the Subcontractor's Work. ENCORP shall then prepare the Schedule of the Work and, as may be necessary, revise such schedule as the Work progresses. Subcontractor acknowledges that revisions may be made in such schedule and agrees to make no claim for acceleration or delay by reason of such revisions so long as such revisions are not caused by the acts of ENCORP.
- 3.2 The Subcontractor shall prosecute the Work in a prompt and diligent manner in accordance with the Schedule of Work without hindering the Work of ENCORP or any other subcontractor. If work of others is damaged by Subcontractor, the Subcontractor will cause such damage to be corrected to the satisfaction of and without cost to ENCORP and Owner. In the event Subcontractor fails to maintain his part of the Schedule of the Work, he shall, without additional compensation, work such overtime as ENCORP may direct until Subcontractor's Work is in accordance with such schedule.
- 3.3 Subcontractor shall be responsible for and shall obtain, determine, prepare or perform as necessary, in connection with its timely performance of the Work, shop drawings, samples, tests, field dimensions, labor requirements and materials procurement all as required to perform the Work in accordance with the Schedule of Work.

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- 3.4 The Subcontractor will furnish periodic progress reports of the Subcontractor's Work as mutually agreed, including the progress of materials or equipment to be provided under this Agreement that may be in the course of preparation or manufacture.
- 3.5 The Subcontractor shall cooperate with ENCGRP and any subcontractor whose work may interfere with the Subcontractor's Work and participate in the preparation of coordinated drawings and work schedules in areas of competition, specifically noting and advising ENCGRP of any interference by other contractors or subcontractors.
- 3.6 The Subcontractor shall keep the building and premises reasonably clean of debris, resulting from the performance of Subcontractor's Work. If the Subcontractor fails to comply with this paragraph within 48 hours after receipt of notice of noncompliance from ENCGRP, ENCGRP may perform such necessary clean-up and deduct the cost from any amounts due to the Subcontractor.
- 3.7 The Subcontractor shall give adequate notices pertaining to the Work of the Subcontractor to proper authorities and secure and pay for all necessary licenses and permits to carry on Subcontractor's Work.
- 3.8 The Subcontractor shall be solely responsible to comply with all Federal, State and local laws, Social security laws and unemployment compensation laws, workers' compensation laws and safety laws insofar as applicable to the performance of the Agreement. He shall pay all taxes applicable to the performance of Subcontractor's Work. He shall also maintain his own safety program for compliance with such laws. If the Subcontractor performs any work in violation of such laws, ordinances, rules and regulations, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- 3.9 The Subcontractor will not assign this Agreement nor subcontract the whole or any part of the Work to be performed hereunder without the prior written consent of ENCGRP with the exception of those subcontractors listed by the Subcontractor and furnished to ENCGRP at the time this Agreement is executed.

ARTICLE 4 Changes in the Work

- 4.1 ENCGRP reserves the right from time to time to make changes, additions and deletions in the Work, and any such changes, additions or deletions shall be by Modification setting forth in detail the changes. If such changes, additions or deletions cause an increase or decrease in Subcontractor's cost or time for performance of the Work, ENCGRP and Subcontractor shall mutually agree upon the value of or length of time for such change. Subcontractor agrees to proceed with such change, addition or deletion in the Work when so ordered in writing by ENCGRP notwithstanding any pending determination of the value thereof or time extension as the case may be, so as not to delay the progress of the Work, unless ENCGRP first requests a proposal of cost or time extension, before such change addition or deletion is effected. If ENCGRP requests a proposal of cost and/or schedule change for such a change, addition or deletion, Subcontractor shall promptly comply with such request.
- 4.2 In the event ENCGRP and Subcontractor fail to agree upon the value or time for performance of any change, addition or deletion made pursuant to this Article and the change, addition or deletion was made at the request of the Owner and/or Owner's Architect/Engineer then the decision of the Owner and/or the Owner's

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Architect/Engineer shall be final and binding. If the change, addition or deletion was made at the request of ENCGRP or Subcontractor then the matter shall be subject to arbitration according to the then existing rules of the American Arbitration Association in the event that the Principal Contract provides for arbitration of disputes between ENCGRP and Owner. In the event said Principal Contract does not provide for arbitration, ENCGRP and Subcontractor may resort to any lawful dispute resolution method available.

- 4.3 Subcontractor specifically agrees that it has no right to reimbursement whether in contract or quasi-contract, beyond the amounts initially agreed to by ENCGRP and Subcontractor, unless a Modification, signed by ENCGRP, has been issued increasing the amount of reimbursement to which Subcontractor is entitled. If Subcontractor enters into any contracts with suppliers, laborers, or materialmen pursuant to which work will be done beyond the scope of the Work, as amended in writing, without having secured a Modification with respect thereto, Subcontractor agrees it is solely responsible, to the exclusion of ENCGRP, to said suppliers, laborers, or materialmen, for payment for all work beyond the scope of the Work, as amended in writing. In the event that any supplier, laborer or materialman who has contracted with the Subcontractor, makes a claim against ENCGRP and/or Owner with respect to work beyond the scope of this Agreement, as amended in writing, Subcontractor agrees to indemnify, hold harmless and, if applicable, assume the defense of any action brought by said supplier, laborer or materialmen against ENCGRP and/or Owner. Any judgment, settlement or other recovery by said supplier, laborer or materialmen against ENCGRP and/or Owner shall be immediately paid by Subcontractor. The failure of Subcontractor to secure a Modification shall be considered a waiver of his right to extra compensation.
- 4.4 Any claim by Subcontractor for extra compensation and/or for extension of time pursuant to a change, addition or deletion under this Article, shall be made promptly and in no event less than 15 days after the receipt by Subcontractor of notification of the change, addition or deletion.
- 4.5 Notwithstanding any other provision, if the work for which the Subcontractor claims extra compensation is determined by the Owner or specified representative of the Owner not to entitle ENCGRP to a Modification or extra compensation, then ENCGRP shall not be liable to the Subcontractor for any extra compensation for such Work, unless ENCGRP agreed in writing to such extra compensation.

ARTICLE 3 General Insurance Requirements

- 5.1 The Subcontractor and his subcontractors of any tier will be required to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to ENCGRP.
- 5.2 At the time of execution of this Subcontract, but in any event prior to commencing work, the Subcontractor shall furnish ENCGRP with Certificates of Insurance as evidence that policies providing the required coverages and limits of insurance are in full force and effect. The certificate shall indicate the amount of any "self-insured retention" or other deductible amount associated with the coverage. The certificates shall be the ACORD Form and must contain the following clause:

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"It is agreed that this insurance specifically covers the liability assumed by the insured under contract with ENCORN (Subcontract No. 5112-0512-8). In the event of material change in or cancellation of this insurance, the Company will notify ENCORN at least thirty (30) days prior to the effective date of such change or cancellation."

- 5.3 Any other insurance carried by ENCORN which may be applicable shall be deemed to be excess insurance, despite any conflicting provisions in the Subcontractor's or his Subcontractor's policies.
- 5.4 Subcontractor shall be responsible for all his subcontractors complying with these insurance requirements.
- 5.5 Before performing under this contract, evidence of the following insurance shall be provided.

5.5.1 Workers' Compensation

Worker's Compensation Insurance providing statutory coverage covering all employees in accordance with the laws of any state in which the work is to be performed and including Employer's Liability Insurance with limits of not less than that shown on Exhibit "D".

The Workers' Compensation coverage shall include:

United States Longshoremen's and Harbor Workers' Act Endorsement, when applicable.

Voluntary Compensation Endorsement

If any applicable exposure exists, the coverage shall include Jones Act and Federal Employee Liability Endorsement.

5.5.2 Comprehensive General Liability

Comprehensive General Liability with coverage limits not less than the combined single limit per occurrence and annual aggregate shown on Exhibit "D". Coverage shall include:

Premises & Operations
Independent Contractors
Owners and Contractors Protective
Products/Completed Operations - with three (3) year extension beyond completion and acceptance by Owner
Broad Form Property Damage
Blanket Contractual - covering oral and written contracts
Explosion, Collapse and Underground Damage
Personal Injury
Incidental Medical Malpractice and Errors and Omissions Coverage
The Owner and the Contractor as additional insureds with the appropriate "severability of interest" endorsement.

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Such insurance shall provide coverage for any claims which may arise out of or result from operations on or away from the site, whether such operations be conducted by Subcontractor or by his subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

5.5.3 Comprehensive Automobile Liability

Comprehensive automobile liability with coverage limits of not less than the combined single limit per occurrence and annual aggregate shown on Exhibit "C" and shall include:

- All Owned Vehicles
- All Hired Vehicles
- All Nonowned Vehicles

The Owner and the Contractor as additional insureds with the appropriate "severability of interest" endorsement.

The Comprehensive automobile liability insurance shall apply to all operations of the Subcontractor and his subcontractors both on and away from the site.

5.5.4 Aircraft and Watercraft Liability

If the Subcontractor or his subcontractors use owned, chartered, leased or hired aircraft or watercraft in their operations, the Subcontractor and his subcontractors shall cause to be maintained aircraft or watercraft, bodily injury and property damage liability insurance as follows:

Aircraft Liability with a combined single limit of not less than \$50,000,000 and passenger liability coverage limit of not less than \$200,000 each seat. Such insurance shall not exclude coverage for "Slung Cargo".

Watercraft Liability with a Protection Indemnity Limit of not less than \$5,000,000 and Cargo Insurance with a Limit adequate to cover the value of the cargo for the vessel, tug or barge any one movement to final destination.

Such watercraft coverage shall include hull coverage equal to the value of the vessel, tug or barge and shall include ENCORP with no responsibility for payment of premium.

The hull and collision liability coverage shall contain a Waiver of Subrogation in favor of the Owner and ENCORP.

If the use of aircraft or watercraft is undertaken in performance of work under this contract, Subcontractor or his subcontractors as the case may be, shall furnish certificates of insurance to ENCORP clearly stating that all requirements for this insurance are met.

5.5.5 Ocean and Inland Transit Insurance

Subcontractor shall provide insurance as needed for either or both Ocean Cargo Shipments or Inland Transit Shipments for the values of materials or properties forming a permanent part of the project.

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5.6 Builder's Risk Insurance

ENCORP and the Subcontractor waive all rights against each other and against the Owner, the Architect/Engineer, separate contractors, and all other subcontractors for damages caused by fire or other perils to the extent covered by Builder's Risk, All Risk, including flood, earthquake and collapse, or any other property insurance, except such rights as they may have to the proceeds of such insurance.

Subcontractor shall assume full responsibility for risk of loss to his tools and equipment and shall also assume full responsibility for the deductible portion of the Builder's Risk Insurance.

ARTICLE 6 Risk Management Provisions

- 6.1 To the fullest extent permitted by law, Subcontractor agrees to defend, indemnify, protect, and hold harmless ENCORP, Owner, and any Architect/Engineer retained by same, and any and all of their board members, officers, stockholders, employees, agents, representatives, assign, and successors from and against any and all actions, claims, disputes, lawsuits, costs (including attorney fees and costs of litigation) losses, damages or liability of any kind or nature including damage to property even if owned, leased or used by Subcontractor or for injuries to persons including death whether or not employees of Subcontractor, and including fines, penalties and costs of corrective measures for failure to comply with any safety or other governmental rules or regulations, when such liability results from or is on account of any act or omission of Subcontractor or any of his officers, agents, employees, servants, subcontractors or materialmen, regardless of whether it is caused in part by a party indemnified hereunder.
- 6.2 In the event of a claim against ENCORP or any of its agents or employees by any employee of the Subcontractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under Paragraph 6.1 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 Subcontractor under Workers' Compensation acts, disability benefit acts or other employee benefit acts.
- 6.3 The Subcontractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner and ENCORP harmless from loss on account thereof, including the payment of any royalties and license fees, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacture or manufactures is specified by Owner, but if the Subcontractor has reason to believe that the design process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to ENCORP.
- 6.4 The obligations of the Subcontractor under Paragraph 6.1 shall not extend to the liability of the Architect/Engineer, his agents or employees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (b) the giving of or failure to give directions or instructions by the Architect/Engineer, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage.

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- 6.5 Should the subcontractor wrongfully cause damage to the work or property of any separate subcontractor or other contractor, the Subcontractor shall, upon due notice, promptly attempt to settle with the other contractor by agreement, or otherwise resolve the dispute. If such separate contractor makes claim against the Owner or ENCGRP or initiates an arbitration proceeding against the Owner or ENCGRP on account of any damage alleged to have been caused by the Subcontractor, the Owner or ENCGRP shall notify the Subcontractor who shall defend such proceedings at the Subcontractor's expense, and if any settlement judgment or award against the Owner or ENCGRP arises therefrom, the Subcontractor shall pay or satisfy it and shall reimburse the Owner or ENCGRP for all attorney's fees and expenses including court or arbitration costs which the Owner or ENCGRP has incurred.
- 6.6 In no event shall ENCGRP be liable to Subcontractor for any consequential damages.
- 6.7 **Safety**
- 6.7.1 The Subcontractor shall establish procedures and furnish equipment and facilities to provide a safe working environment and to protect the public. The Subcontractor agrees to comply with all federal, state and local regulations pertaining to safety, including but not limited to Federal, State, OSHA or other safety, laws, rules or regulations which relate to the work performed under this contract.
- 6.7.2 The Subcontractor shall not permit to exist or fail to correct any unsafe condition at the jobsite and shall immediately notify ENCGRP in writing of any unsafe condition at the jobsite over which he has no control.
- 6.7.3 ENCGRP reserves the right to review safety programs and make recommendations to the Subcontractor. Any such review or recommendation by ENCGRP shall not increase ENCGRP's liability or responsibility and shall not relieve the Subcontractor from providing a safe work environment and complying with legal requirements.
- 6.7.4 All Subcontractor employees shall wear hard hats and proper construction clothing (sturdy work boots, shirts with sleeves, and long pants) at all times.

IN NO EVENT SHALL ENCGRP BE CONSIDERED A CONSTRUCTION SAFETY ENGINEER FOR ANY OR ALL OF THE ABOVE WORK PERFORMED PURSUANT TO THE PROJECT REFERRED TO ABOVE.

ARTICLE 7 Performance Bond and Labor and Material Payment Bond

- 7.1 A Performance Bond and a Labor and Material Payment Bond in a form satisfactory to ENCGRP shall be furnished in the full amount of this Agreement, if required by ENCGRP. This obligation shall continue throughout the agreement and may be required at any time during the performance of Subcontractor's Work by a change under Article 4.

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ARTICLE 8 Drawings, Etc.

- 8.1.1 Shop Drawings are drawings, diagrams, schedules and other data especially prepared for the Work by the Subcontractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 8.1.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Subcontractor to illustrate a material, product or system for some portion of the Work.
- 8.1.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- 8.2 The Subcontractor shall review, approve and submit through ENCORP with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.
- 8.3 By approving and submitting Shop Drawings, Product Data and Samples, the Subcontractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 8.4 ENCORP, if it finds such submittals to be in order, will forward them to the Architect/Engineer. If ENCORP finds them to be incomplete or in improper form, it may return them to the Subcontractor for correction or completion.
- 8.5 Subcontractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by Owner's or ENCORP's Architect/Engineer's approval of Shop Drawings, Product Data or Samples unless Subcontractor has specifically informed the Architect/Engineer and ENCORP in writing that such Shop Drawing, Product Data or Sample is a deviation or may be a deviation and a Modification, signed by said Architect/Engineer, is issued therefore. Subcontractor shall not be released of responsibility for errors or omissions in Shop Drawings, Product Data or Samples despite the approval by Owner's or ENCORP's Architect/Engineer.
- 8.6 The Subcontractor shall direct specific attention, in writing, on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect/Engineer or ENCORP on previous submittals.
- 8.7 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 Architect/Engineer. All such portions of the Work shall be in accordance with approved submittals.

ARTICLE 9 Warranty

- 9.1 The Subcontractor agrees to promptly make good without cost to the Owner or ENCORP any and all defects due to faulty workmanship and/or materials that may appear within the guarantee or warranty period so established in the Principal Contract, and if no such period be stipulated in the Principal Contract, then such

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guarantee shall be for the earlier of (i) a period of one year from date of acceptance of the project by the Owner or (ii) the date on which any supplier's warranty began to run on an item in which a defect is alleged to exist. The Subcontractor further agrees to execute any special guarantees as required by the terms of the Principal Contract, prior to final payment.

- 9.2 The Subcontractor 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 construction or upon the receipt of payment by the Subcontractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Subcontractor, or by any other person performing the 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 Subcontractor or such other person. All Subcontractors and Sub-subcontractors agree that the title will so pass upon their receipt of payment from their Subcontractor.

ARTICLE 10 Uncovering and Correction of Work

10.1 UNCOVERING OF WORK

- 10.1.1 If any portion of the Work has been covered contrary to the request of ENCGRP or the Architect/Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by ENCGRP, be uncovered for their observation and replaced, at the Subcontractor's expense.
- 10.1.2 If any other portion of the Work has been covered which ENCGRP or the Architect/Engineer has not specifically requested to observe prior to being covered, the Architect/Engineer or ENCGRP may request to see such Work and it shall be uncovered by the Subcontractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate modification, be charged to ENCGRP. If such Work be found not in accordance with the Contract Documents, the Subcontractor shall pay such costs.

10.2 CORRECTION OF WORK

- 10.2.1 The Subcontractor shall promptly correct all Work rejected by the Architect/Engineer or ENCGRP 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 Subcontractor shall bear all costs of correcting such rejected Work, including compensation for the Architect/Engineer's and/or ENCGRP's additional services made necessary thereby.
- 10.2.2 If within the warranty period specified in Article 9.1 or within such longer period of time as may be prescribed by law, any of the Work is found to be defective or not in accordance with the Contract Documents, Subcontractor shall correct it promptly after receipt of written notice from the Owner or ENCGRP unless Owner or ENCGRP has previously given Subcontractor a Modification accepting such condition. This obligation shall survive termination of the Agreement. Owner and/or ENCGRP shall give such notice promptly after discovery of the condition.

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- 10.2.3 The Subcontractor 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 and 10.2.2 unless removal has been waived by the Owner.
- 10.2.4 If the Subcontractor fails to correct defective or non-conforming Work as provided in Subparagraphs 10.2.1 and 10.2.2, the Owner or ENCGRP may correct said defective non-conforming Work and bill Subcontractor for the cost of the correction or deduct it from any sums due Subcontractor. Further, if Subcontractor fails to proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from ENCGRP, the Owner or ENCGRP may also remove said defective non-conforming Work and may store any related materials or equipment at the expense of Subcontractor. If Subcontractor does not pay the costs of such removal and storage within ten days thereafter, the Owner or ENCGRP may upon ten days' 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 Subcontractor, including compensation for ENCGRP's additional services made necessary thereby. If such proceeds of sale do not cover all costs which Subcontractor should have borne, the difference shall be charged to the Subcontractor, and an appropriate Modification shall be issued. If the payments then or thereafter due the Subcontractor are not sufficient to cover such amounts, Subcontractor shall pay the difference to the Owner or ENCGRP.
- 10.2.5 The Subcontractor shall bear the cost of making good all work of ENCGRP, other Subcontractors and other contractors destroyed or damaged by such removal or correction.

10.3 ACCEPTANCE OF DEFECTIVE OR NONCONFORMING WORK

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

ARTICLE 11 Contractor's Obligations

- 11.1 ENCGRP agrees to be bound to the Subcontractor by all the obligations that the Owner assumes to ENCGRP under the Contract Document and by all provisions thereof affording remedies and redress to ENCGRP from the Owner insofar as applicable to this Agreement.
- 11.2 Upon request, ENCGRP will give the Subcontractor written authorization to obtain direct from the Architect/Engineer or Owner's authorized agent, evidence of amount and percentages of completion certified on his account.
- 11.3 ENCGRP shall not issue or give any instruction, order or directions directly to employees or workmen of the Subcontractor other than to the persons designated as the authorized representative(s) of the Subcontractor, except in an emergency situation.

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- 11.4 ENCGRP shall make no demand for liquidated damages in any sum in excess of the amount specifically named in this Agreement or the Contract Documents. Liquidated damages shall not be assessed for delays not caused by the Subcontractor. Liquidated damages, when assessed, shall not exceed the Subcontractor's proportionate share of the responsibility for such delay. This provision does not preclude and is in addition to any other remedy ENCGRP may have under the Agreement or at law or in equity.
- 11.5 The Subcontractor will furnish those temporary facilities and services required by the Subcontractor except for those to be provided by ENCGRP set forth in the Contract Documents. Adequate storage areas, if available, will be allocated by ENCGRP for the Subcontractor's materials and equipment during the course of the work.
- 11.6 ENCGRP agrees that no claim for services rendered or materials furnished by ENCGRP to the Subcontractor shall be valid unless notice is given to the Subcontractor prior to furnishing of the services or material or unless written notice of the claim therefor is given by ENCGRP to the Subcontractor not later than the last day of the calendar month following that in which the claim originated, with the amount of the claim to be given in writing by ENCGRP as soon as practicable.

ARTICLE 12 Termination

- 12.1 Should the Subcontractor fail at any time to supply a sufficient number of properly-skilled workmen, or sufficient materials and equipment of the proper quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail to promptly correct defective Work or fail in the performance of any of the agreements herein contained, ENCGRP may, at his option, provide such labor, materials and equipment and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Subcontractor under this Agreement.
- 12.2 If the Subcontractor at any time shall refuse or neglect to supply sufficient properly-skilled workmen, or materials or equipment of the proper quality and quantity, or fail in any respect to prosecute Subcontractor's work with promptness and diligence, or cause by any action or omission the stoppage or interference with the work of ENCGRP or other subcontractors, or fail in the performance of any of the covenants herein contained, or be unable to meet his debts as they mature, ENCGRP may at its option at any time not less than two (2) working days after serving written notice of such default with direction to cure in a specific period, and the Subcontractor's failure to cure the default, terminate the Subcontractor's employment by delivering written notice of termination to the Subcontractor.

Thereafter, ENCGRP may take possession of the plant and work, materials, tools, appliances and equipment of the Subcontractor at the building site, and through itself or others provide labor, equipment and materials to prosecute Subcontractor's Work on such terms and conditions as shall be deemed necessary and shall deduct the cost thereof, including without restriction thereto all charges, expenses, losses, costs, damages, and attorney's fees, incurred as a result of the Subcontractor's failure to perform, from any money then due or thereafter to become due to the Subcontractor under this Agreement.

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- 12.3 If ENCGRP so terminates the employment of the Subcontractor, the Subcontractor shall not be entitled to any further payments under this Agreement until Subcontractor's Work has been completed and accepted by the Owner, and payment has been received by ENCGRP from the Owner with respect thereto. In the event that the unpaid balance due exceeds ENCGRP's cost of completion, the difference shall be paid to the Subcontractor, but if such expense exceeds the balance due, the Subcontractor agrees promptly to pay the difference to ENCGRP.
- 12.4 Notwithstanding anything above to the contrary, in the event the Principal Contract is terminated by Owner for any reason whatsoever, Subcontractor's agreement with ENCGRP shall also immediately terminate whereupon Subcontractor shall be compensated in the same manner as ENCGRP is compensated by the Owner. However, in no event shall ENCGRP be liable to Subcontractor for lost profits or consequential damages by reason of such termination.

ARTICLE 13 Claims

- 13.1 In the event ENCGRP and/or Owner commence legal action of any type which in whole or in part relates to the Work, it shall, at the option of ENCGRP and/or Owner, be the responsibility (including the payment of any and all related costs and attorney fees) of Subcontractor to prepare and present that portion of ENCGRP's claim which relates to the performance of the Work.
- 13.2 In the event ENCGRP enters into a legal action of any type with Owner or any other party which relates in whole or in part to the Work, Subcontractor shall be bound by the outcome of such action to the same degree as ENCGRP. In the event of such an action, Subcontractor agrees to cooperate fully in the preparation of ENCGRP's claim.
- 13.3 Subcontractor shall have no right, claim or cause of action of any kind against ENCGRP, on account of ENCGRP's failure to make payment for work performed, until such time as ENCGRP has received from Owner all monies due it for such work.

ARTICLE 14 Prevailing Law

- 14.1 This Agreement shall be governed by the law of the State in which the project site is located.
- 14.2 All claims, disputes and other matters in question arising out of, or relating to, this Subcontract Agreement, or the breach thereof, shall be decided by arbitration in the same manner and under the same procedure as provided in the Principal Contract with respect to disputes between ENCGRP and Owner. In the event said Principal Contract does not provide for arbitration, ENCGRP and Subcontractor may resort to any lawful dispute resolution method available.
- 14.3 If any clause, sentence, or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

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ENCORP
111 Merchant Street
Suite 210
Cincinnati, OH 45246
513/782-6400

EXHIBIT "D" - INSURANCE REQUIREMENTS

1. A Certificate of Insurance on the ACORD form must be forwarded to our office evidencing the following coverage. Refer to Exhibit "C", Article 5 for additional details regarding required insurance coverage.

COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE

Comprehensive General Liability - \$1,000,000 Each Occurrence
Premises & Operations \$1,000,000 Aggregate
Owners and Contractors Protective
Products/Completed Operations
Broad Form Property Damage
Blanket Contractual - covering oral and written contracts
Explosion, Collapse and Underground Damage
Personal Injury
Incidental Medical Malpractice and Errors and Omissions Coverage
The Owner and the Contractor as additional insureds with the appropriate
"severability of interest" endorsement.

Automobile Liability \$1,000,000 Each Occurrence
All owned vehicles \$1,000,000 Aggregate
All hired vehicles
All non-owned vehicles
The Owner and the Contractor as additional insureds with the appropriate
"severability of interest" endorsement.

Aircraft/watercraft Liability, if applicable - Refer to Exhibit "C" for coverage.
Ocean and Inland Transit Insurance, if applicable - Refer to Exhibit "C" for coverage.

This certificate must contain the following clause:

"It is agreed that this insurance specifically covers the liability assumed by the insured under contract with ENCORP (Subcontract No. 5112-0512-9). In the event of material change in or cancellation of this insurance, the Company will notify ENCORP at least thirty (30) days prior to the effective date of such change or cancellation."

This certificate must indicate the amount of any deductible or "self-insured retention".

2. A certificate must be forwarded to our office evidencing State Worker's Compensation coverage, and Employers Liability Insurance in an amount not less than \$500,000 per occurrence.
3. The Builder's Risk Insurance in effect for the Project contains a deductible amount of \$0 per occurrence. Subcontractor is responsible for the full deductible amount.

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ENCORP
AMCA
INTERNATIONAL

EXHIBIT "T"

TO: Suppliers and Subcontractors
for ENCORP - A Division of AMCA International Construction
Corporation (ENCORP)

SUBJECT: Equal Employment Opportunity

As a Government contractor within the meaning of various federal and state laws, including statutes, executive orders, rules and regulations relating thereto, ENCORP is required to obtain certification of compliance with such laws from its suppliers and subcontractors.

On the reverse side of this letter you will find a form for providing the necessary certification. Please sign and return one copy.

If you have any questions or if further information is needed, contact your local EEO office or call ENCORP's Equal Employment Opportunity Department at 513/782-6400.

We appreciate your cooperation.

RETURN ONE SIGNED COPY TO
ENCORP, ATTENTION: PROJECT ADMINISTRATOR

ENCORP, 111 MERCHANT ST., SUITE 210, CINCINNATI, OH 45246
TELEPHONE (513) 782-6400 TELEX 4998939 ENCORP
A UNIT OF AMCA INTERNATIONAL CORPORATION

89262535

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This form **MUST** be returned and properly signed. The following certification and agreements as hereunder referenced, shall form a part of and be deemed attached to all presently-existing or future Purchase Orders or other applicable Contracts issued by **ENCORP - A Division of AMCA International Construction Corporation ("Purchasers")** to the undersigned Supplier/Contractor ("**Seller**") from one year of date of signature.

I. EQUAL OPPORTUNITY CLAUSE

(Applicable to all contracts or purchase orders in excess of \$10,000)

Seller shall be bound by and agrees to the following provisions as contained in Section 102 of Executive Order 11246 as set

1. The Supplier/Contractor will not discriminate against any employee because of race, color, religion, sex, or national origin. The Supplier/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, retention, or transfer; determining opportunity level or advancement; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

2. The Supplier/Contractor will, in all solicitations or advertisements for employees issued by or on behalf of the Supplier/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Supplier/Contractor will post a notice in each office or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting officer, advising the labor union or workers' representative of the Supplier/Contractor's commitments under Section 102 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Supplier/Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders issued by the Secretary of Labor.

5. The Supplier/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor.

6. In the event of the Supplier/Contractor's noncompliance with the non-discrimination clauses of the contract or with any of such rules, regulations, or orders, this Purchase Order/Contract may be canceled, terminated or suspended in whole or in part and the Supplier/Contractor may be declared ineligible for further Government contracts in accordance with provisions authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Supplier/Contractor will include the provisions of paragraphs (1) through (7) in every Subcontract or Purchase Order unless exempted by rules, regulations or orders of the Secretary of Labor relating pursuant to Section 106 of

Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontract or Vendor. The Supplier/Contractor will take such action with respect to any Subcontract or Purchase Order as the contracting officer may direct to a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Supplier/Contractor becomes involved in, or is threatened with litigation with a Subcontract or Vendor as a result of such action by the contracting officer, the Supplier/Contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. CERTIFICATION OF NONSEGREGATED FACILITIES

III. EMPLOYER INFORMATION REPORT (EEO-1, STANDARD FORM 100)

If Seller has 50 or more employees and is required under Section 60-1.7 of Title 41 of the Code of Federal Regulations to file Employer Information Report, EEO-1 (Standard Form 100) Seller hereby certifies that it has done so or it will do so that it will file such Report in accordance with the applicable instructions and will continue to file such Report unless or until Seller is not required by law or regulation to do so.

IV. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

Seller may be required under Section 60-1.40 of Title 41 of the Code of Federal Regulations to develop a written Affirmative Action Compliance Program if Seller has 50 or more employees and the contracts of the amount to \$50,000 or more. If Seller is so required, it agrees to do so no later than 120 days after the effectiveness of the first of the contracts of sale and maintain such Program until such time as it is no longer required by law or regulation.

V. LISTING OF EMPLOYMENT OPENINGS—EMPLOYMENT OF VIET NAM VETERANS

(Applicable to all contracts or purchase orders for \$2,500 or more.)

Seller shall be bound by and agrees to the provisions of 38 U.S.C. Section 2012 and Executive Order 11701 38 P.R. 2875.

VI. UTILIZATION OF MINORITY OWNED/WOMEN OWNED/SMALL BUSINESS ENTERPRISES—

for any purchase orders in excess of \$5,000, except contracts for services which are personal in nature.

VII. MINORITY OWNED/WOMEN OWNED/SMALL BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM—

for any purchase orders in excess of \$50,000.

VIII. EMPLOYMENT OF THE HANDICAPPED

(Applicable to all contracts or purchase orders in excess of \$2,500.)

Seller shall be bound by and agrees to the provisions of Section 503 of the Rehabilitation Act of 1973, and all regulations, rules, and orders promulgated thereunder.

THIS FIRM IS	<input type="checkbox"/> Large Business	Minority Owned	Female Owned	No. of Employees <u>VARIABLES</u>
	<input checked="" type="checkbox"/> Small Business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<u>50 ±</u>
	Number of Employees should include the total of all employees located in all divisions, affiliates, subsidiaries and parent company.			
	Supplier Size: Generally: 500 employees or less — small, over 500 employees — large. (However, refer to ASPR 1-701 or consult Small Business Administration for exceptions.)			
Minority Owned: At least 51% owned by Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Other Minorities, or any other individual found to be Disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.				
Female Owned: At least 51% owned by females, controlled and operated on a daily basis by females.				

Name of Company STAR Erectors, Inc.

Address 1304 N. Division Portland, OR 97202

Authorized Signature Jon Dewald

Type Name and Title Of Authorized Representative Jon Dewald Pres.

UNOFFICIAL COPY ENCORP SAFETY GUIDE

This guide is intended to give you an introduction to ENCORP's safety requirements which will be enforced in order to promote your safety. Any violation, willful or otherwise, will be dealt with in an appropriate manner.

- 1 **INTOXICATION** - coming to the job site or trying to work under the influence or in possession of narcotics or intoxicating liquors will result in immediate suspension.
- 2 **SLEEPING** during working hours will result in immediate suspension.
- 3 **FIGHTING** or provoking a fight will result in immediate suspension.
- 4 **STEALING** - unauthorized removal, attempted removal or possession of property belonging to someone else or to ENCORP will result in immediate suspension.
- 5 **HORSE PLAY** in any form - scuffling, pranks, wrestling, throwing materials at others, etc. will result in immediate suspension.
- 6 **IF YOU RECEIVE AN INJURY**, no matter how slight, report it to your supervisor immediately. Cases involving arc flashes, dirt or dust in the eye shall be treated by qualified medical personnel.
- 7 **FIRST AID KITS** shall be installed in all on-site vehicles, trailers, or office facilities and are intended for treatment of minor injuries. Proper records are required for injury and treatment with follow-up being made each day thereafter until case is dismissed. All other injuries should be referred to qualified medical personnel.
- 8 **HARD HATS** must be worn at all times on all jobs, without exception.
- 9 **SAFETY GOGGLES** must be worn when drilling, burning, chipping, grinding, gas welding, grouting, and where otherwise required.
- 10 **SUBSTANTIAL SHOES** must be worn at all times. Sandals, sneakers, or other soft shoes may not be worn.
- 11 **SHIRTS and FULL LENGTH TROUSERS** must be worn at all times by personnel. Shorts, cut-offs, tanktops and loose or ragged clothing are not permitted.
- 12 **HEARING PROTECTION** may be required for specific tasks or in designated areas and its use will be required when so directed.
- 13 **RUBBER BOOTS** must be worn, and long sleeve shirts are recommended when working in concrete.
- 14 **RESPIRATORY PROTECTION** may be required for specific tasks or in areas where health hazards may exist due to fumes, vapors, mists or dust concentrations and its use will be required when directed.
- 15 **WELDING HELMETS** are required for all arc welders. Safety goggles are recommended to be worn under the helmet.
- 16 **WOOD SCAFFOLDS** must be of good sound lumber, generally two planks wide, made from not less than 2" x 8" material, adequately supported with toe board. Wheeling on metal scaffolds must be provided with locks.
- 17 **ALL LADDERS MUST BE INSPECTED** prior to the start of each job and re-inspected at weekly intervals throughout the term of the job. Extreme care should be exercised in placing the ladder on a firm and level foundation. In all cases, the ladder must either have ladder feet or spikes and be properly tied off to the structure. Ladders built on the job must be built of No. 1 grade lumber free of knots and have the cleats blocked. Ladders must never be painted.
- 18 **NEVER CLIMB OR DESCEND A LADDER** with anything in your hands or sticking out of your pockets. Use a hand line for tools and equipment. Ladders used to reach higher or lower elevations must extend at least 3 feet above landing.
- 19 **EMPLOYEES SHALL TIE OFF WITH SAFETY BELT AND LANYARD** when exposed to the hazard of falling and when other safeguards such as nets, planking, or scaffolding are not used.
- 20 **NO ONE** is permitted to ride the "head-ache" ball, concrete bucket, or any piece of steel being moved or lifted by a crane or other equipment.
- 21 **CABLES, ROPES, SHEAVES, SHACKLES, BOOMS, LIFTING EQUIPMENT, ETC.**, shall be checked each day. Worn or frayed items are to be replaced or repaired at once. Crane booms shall be lowered to the ground at end of work each day or otherwise tied off.
- 22 **THE SOURCE OF POWER MUST BE DISCONNECTED** whenever it is necessary to repair a piece of power-driven equipment. In the case of electrical equipment, the cord must be disconnected or the switch pulled and locked out, if possible. It is not sufficient to merely turn off the operating button of the equipment. **NOTE:** Only authorized persons are to repair electrical equipment.
- 23 **ELECTRIC WIRES:** Work within 20 feet of live power lines, whether by personnel or equipment, is not permitted without specific written permission from the ENCORP superintendent.
- 24 **ALL ELECTRICAL EQUIPMENT** must be grounded. Three-pronged plugs and receptacles are required. Electric power whether from public supply or generators must pass through a Ground Fault Interrupter (GFI).
- 25 **KEEP YOUR WORK PLACE CLEAN:** Good housekeeping promotes safe and efficient work. Accumulation of trash, scrap, or boards with nails will not be permitted.
- 26 **HAND TOOLS** such as hammers, punches, picks, chisels, etc. must be inspected for faulty handles, mushroomed heads, etc. prior to the start of each job, and shall be re-inspected at weekly intervals throughout the term of the job.
- 27 **MATERIAL OR EQUIPMENT** being transported by truck must be loaded, cinched and flagged in a proper manner.
- 28 **STAY OUT FROM UNDER AND IN FRONT OF LOADS** on cranes, etc. Do not cause or permit a load to be carried over a workman who is unaware of it or cannot get clear.
- 29 **STAY OUT FROM UNDER OTHER CONSTRUCTION ACTIVITIES** such as roofing or mechanical and electrical installation. "DANGER-OVERHEAD WORK" signs shall be utilized as required to alert ground crews of the potential hazard from above.
- 30 **GASOLINE** may be handled or stored only in approved and properly labeled safety cans. All gasoline and diesel engines must be shut off and cooled before and during refueling. Gasoline being transported in cans should be placed in the back of the truck, never in the cab.
- 31 **THE MISUSE OF OXYGEN AND ACETYLENE EQUIPMENT** can be extremely dangerous. Unless you are qualified and authorized to use this equipment, leave it alone. Common misuses of this equipment are rough handling of bottles or of torch, permitting oil to get into oxygen fittings, and burning without regards to nearby combustibles. All compressed air and gas bottles must be chained in an upright position.
- 32 **COMPRESSED AIR HOSES** shall never be pointed at yourself or anyone else. Compressed air must be used for the prescribed operations only. Pressures should be kept as low as possible for doing the job adequately.
- 33 **CEMENT BURNS** are a constant hazard in construction work, particularly in warmer weather. Be sure cement does not get inside your boots or gloves. Use protective hand cream on your hands and wrists. If it is necessary for you to expose yourself to cement, wash off any cement or concrete that gets on your skin as soon as possible. Report any burns, no matter how slight, to your supervisor.
- 34 **EXCAVATIONS AND OPENINGS** must be guarded at all times by barriers or other approved means. Openings in the floor or ground into which someone might step or fall, must be barricaded off, covered or properly identified with warning lights.
- 35 **RIDING** - No more than three people may ride in the cab of any truck at one time. No one shall ride outside of truck cab except as assigned.
- 36 **DO NOT ATTEMPT TO LIFT** objects that are too heavy for you to lift alone. Ask for help. Lift using your legs, not your back.
- 37 **DRIVING OF MOTOR VEHICLES** shall be only by authorized persons.
- 38 **FIRE EXTINGUISHERS** will be installed in all on-site vehicles, trailers, and office facilities for use in extinguishing or controlling small emergency fires. These extinguishers should be checked monthly and inspection date recorded on tag. Each person is urged to become familiar with the location and type of extinguisher available as it is important to select and use the correct piece of fire equipment for the type of fire.

I have received and read the pamphlet entitled SAFETY GUIDE and agree to follow its requirements. I understand that violators will be subject to disciplinary measures that may include immediate termination.

I also understand that if I am injured or involved in an accident while in the course of my employment, no matter how slight, I will report this to my supervisor immediately.

Jon Dewald
Employee Signature

8-27-88

Date

STAR ELECTRIC INC.
Employer

UNOFFICIAL COPY

ADDITIONAL WORK AUTHORIZATION

SUBCONTRACTOR		PHONE	DATE
STAR ERECTORS		815/844-7311	April 10, 1989
STREET		JOB NAME	JOB NUMBER
1304 N. Division		American National Can	5112
CITY	STATE	STREET	
Pontiac,	IL 61764	1122 W. 45th Street	
CONTRACT NO.	DATED	CITY	STATE
5112-0512-8	8/22/88	Chicago	IL

YOU ARE HEREBY AUTHORIZED TO PERFORM THE FOLLOWING SPECIFICALLY DESCRIBED ADDITIONAL WORK:

- | | |
|---|---------------|
| 1. Credit for deletion of cutting (17) 18" diameter openings. | \$ (799.00) |
| 2. Deletion of link building. | (1,880.00) |
| Total | \$ (2,679.00) |

Cost Code: 5112-0512-5

The Contract Sum prior to this Change Order was \$ 634,069.43
The Contract Sum will be DECREASED by this Change Order (2,679.00)
The new Contract Sum, including this Change Order, will be \$ 631,390.43
The Schedule of Construction will be (increased) (decreased) (unchanged) 7- working days as a result of this Change Order.
Payment will be made as follows: Per original contract.

Above additional work to be performed under the same conditions as specified in original contract unless otherwise stipulated.

Date: 4-14-89 Authorizing Signature: [Signature] (Contractor Signs Here)

We hereby agree to furnish labor and materials, complete in accordance with the above specifications, at above stated price.

Authorized Signature: [Signature] (Subcontractor Signs Here) Date: 4-17-89

THIS IS CHANGE ORDER NO.: 5112-0512-8-8

NOTE: This revision becomes part of, and in conformance with, the existing contract. Please sign and return two (2) copies of this Change Order to ENCORP Inc. within five (5) days.



111 Merchant Street
Cincinnati, Ohio 45246
513/782-8400

EXHIBIT B

636625595

UNOFFICIAL WORK AUTHORIZATION

ATTN: DON NEWALD

SUBCONTRACTOR <i>STEEL ERECTORS INC</i>		PHONE <i>915/944-7311</i>	DATE <i>3-2-89</i>
STREET <i>1304 N. DIXON</i>		JOB NAME <i>110 N. HALL CAR WAREHOUSE ADDITION</i>	JOB NUMBER <i>5112</i>
CITY <i>DANVILLE</i>	STATE <i>IL</i>	STREET <i>1132 W 45TH ST.</i>	
CONTRACT NO. <i>5112-0512-B</i>	DATED <i>8-22-88</i>	CITY <i>CHICAGO</i>	STATE <i>IL</i>

YOU ARE HEREBY AUTHORIZED TO PERFORM THE FOLLOWING SPECIFICALLY DESCRIBED ADDITIONAL WORK:

1. PROVIDE OVERTIME TO ERECT BUILDING AS REQUESTED BY HINC. \$31,243.35
 2. ADDITIONAL TIME NOT INCLUDED IN CO. #2 FOR BUILDING FINAL. \$6466.18
 3. ADDITIONAL TIME FOR INSTALLATION OF CANOPY. \$62345.00
 4. INSTALL BEAM & PIPE COLUMNS @ OFFICE HERE. \$705.00
 5. ADDITIONAL WORK @ KING PITCH. 6440.92
- TOTAL \$53,000.45**

The Contract Sum prior to this Change Order was \$552,652
 The Contract Sum will be ~~INCREASED~~ by this Change Order 53,000.45

The new Contract Sum, including this Change Order, will be \$605,652.45

The Schedule of Construction will be (increased) (decreased) (unchanged) working days as a result of this Change Order

Payment will be made as follows: PER ORIGINAL CONTRACT

Above additional work to be performed under the same conditions as specified in original contract unless otherwise stipulated.

Date: 3-8-89 Authorizing Signature: [Signature]
(Contractor Signature)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature: [Signature] Date: 3-2-89
(Subcontractor Sign Here)

THIS IS CHANGE ORDER NO.: 5112-0512-B-6

NOTE: This revision becomes part of, and in conformance with, the existing contract. Please sign and return two (2) copies of this Change Order to ENCORP Inc. within five (5) days.



111 Merchant Street
 Cincinnati, Ohio 45246
 513/782-6400

5112-0512-B-6

ADDITIONAL WORK AUTHORIZATION

Attn: John Dewald

SUBCONTRACTOR		PHONE	DATE
Star Erectors, Inc.		815/844-7311	01/23/89
STREET	JOB NAME	JOB NUMBER	
1304 North Division Street	Amer. National Can Warehouse Add.	5112	
CITY	STATE	STREET	
Pontiac, IL	61764	1101 West 43rd Street	
CONTRACT NO.	DATED	CITY	STATE
5112 -	08/22/88	Chicago	IL 60609

YOU ARE HEREBY AUTHORIZED TO PERFORM THE FOLLOWING SPECIFICALLY DESCRIBED ADDITIONAL WORK:

Provide labor and equipment to move steel on 10-5 and 10-6-88. (5112-0512-S)

The Contract Sum prior to this Change Order was\$ 552,520.7
The Contract Sum will be increased by this Change Order\$ 6,132.0

The new Contract Sum, including this Change Order, will be\$ 558,652.7

The Schedule of Construction will be (increased) (~~decreased~~) (~~unchanged~~) two (2) working days as a result of this Change Order

Payment will be made as follows: as per original contract.

Above additional work to be performed under the same conditions as specified in original contract unless otherwise stipulated.

Date: _____ Authorizing Signature: _____
(Contractor Sign Here)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature: John Dewald Date: 2-3-89
(Subcontractor Sign Here)

THIS IS CHANGE ORDER NO.: 5112-0512-8-5

NOTE: This revision becomes part of, and in conformance with, the existing contract. Please sign and return two (2) copies of this Change Order to ENCORP Inc. within five (5) days.



111 Merchant Street
Cincinnati, Ohio 45246
513/782-6400

9252595

UNOFFICIAL COPY

ADDITIONAL WORK AUTHORIZATION

Attn: Jon Dewald

SUBCONTRACTOR		PHONE	DATE
Star Erectors, Inc.		815/844-7311	01/23/89
STREET		JOB NAME	JOB NUMBER
1304 North Division Street		Amer. National Can Warehouse Add.	5112
CITY	STATE	STREET	
Pontiac	IL 61764	1101 West 43rd Street	
CONTRACT NO.	DATED	CITY	STATE
5112 -	08/22/88	Chicago	IL 60609

YOU ARE HEREBY AUTHORIZED TO PERFORM THE FOLLOWING SPECIFICALLY DESCRIBED ADDITIONAL WORK:

Furnish material, equipment and labor to install a 6' x 200' canopy at the truck dock area from December 14, 1988 to December 30, 1988. (5112-0512-S)

The Contract Sum prior to this Change Order was\$ 512,245.55

The Contract Sum will be increased by this Change Order\$ 40,275.15

The new Contract Sum, including this Change Order, will be\$ 552,520.70

The Schedule of Construction will be ~~(increased/decreased)~~ (unchanged) -0- working days as a result of this Change Order

Payment will be made as follows: as per original contract.

Above additional work to be performed under the same conditions as specified in original contract unless otherwise stipulated.

Date: _____ Authorizing Signature: [Signature]
(Contractor Signs Here)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature: [Signature] Date: 2-3-89
(Subcontractor Signs Here)

THIS IS CHANGE ORDER NO.: 5112-0512-8-4

NOTE: This revision becomes part of, and in conformance with, the existing contract. Please sign and return two (2) copies of this Change Order ENCORN Inc. within five (5) days.



111 Merchant Street
 Cincinnati, Ohio 45246
 513/782-6400

89262595

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ADDITIONAL WORK AUTHORIZATION

Attn: John Dewald

SUBCONTRACTOR		PHONE	DATE
Star Erectors, Inc.		515/844-7311	01/23/89
STREET		JOB NAME	JOB NUMBER
1304 North Division Street		Amer. National Can Warehouse Add.	5112
CITY	STATE	STREET	
Pontiac.	IL	61764	1101 West 43rd Street
CONTRACT NO.	DATED	CITY	STATE
5112 - 0512-8	08/22/88	Chicago	IL 60609

YOU ARE HEREBY AUTHORIZED TO PERFORM THE FOLLOWING SPECIFICALLY DESCRIBED ADDITIONAL WORK:

Provide overtime as requested by American National Can to erect steel from October 15, 1988 to January (7) 1989. (5112-0512-S)

The Contract Sum prior to this Change Order was\$ 446,970.

The Contract Sum will be increased by this Change Order\$ 65,275.

The new Contract Sum, including this Change Order, will be\$ 512,245.

The Schedule of Construction will be ~~(distastefully postponed)~~ (unchanged) 0 working days as a result of this Change Order.

Payment will be made as follows: as per original contract.

Above additional work to be performed under the same conditions as specified in original contract, or as otherwise stipulated.

Date: _____ Authorizing Signature: [Signature]
(Contractor Signs Here)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature: [Signature] Date: 2-3-89
(Subcontractor Signs Here)

THIS IS CHANGE ORDER NO.: 5112-0512-8-3

NOTE: This revision becomes part of, and in conformance with, the existing contract. Please sign and return two (2) copies of this Change Order to ENCORP Inc. within five (5) days.



111 Merchant Street
 Cincinnati, Ohio 45248
 513/782-6400

89262595

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ADDITIONAL WORK AUTHORIZATION

ATTENTION: JON DEWALD

SUBCONTRACTOR		PHONE	DATE
Star Erectors, Inc.		815-844-7311	11-29-88
STREET	JOB NAME	JOB NUMBER	
1304 N. division St.	Am Nat'l Can Warehse. Addition	5712	
CITY	STATE	STREET	
Pontiac,	IL 61764	1101 W. 45th St.	
CONTRACT NO.	DATED	CITY	STATE
5112-0512-8	8-22-88	Chicago.	IL 60600

YOU ARE HEREBY AUTHORIZED TO PERFORM THE FOLLOWING SPECIFICALLY DESCRIBED ADDITIONAL WORK:

1. Provide all Labor, Material and Equipment on a * Time and Material Basis to Re-erect Steel that collapsed on the North End of the Site on 10-17-88. N.T.E. \$ 38,000.00

2. Provide all Labor, Material and Equipment on a *Time and Material Basis to repair damaged Anchor Bolts, due to collapse of Erected Steel on 10-17-88, as directed by repair prodedures published by Steve Pickett on 11-22-88. N.T.E. 9,500.00

*All Time and Material Tickets to be signed by Anc Project Manager and ENCORP Field Superintendent. \$ 47,500.00

The Contract Sum prior to this Change Order was.....\$399,470.00
 The Contract Sum will be **INCREASED** by this Change Order..... 47,500.00
 The new Contract Sum, including this Change Order, will be..... \$ 446,970.00

The Schedule of Construction will be (increased) (decreased) (unchanged) 15 working days as a result of this Change Order.

Payment will be made as follows: Per Original Contract

Above additional work to be performed under the same conditions as specified in original contract under General Contractor's direction.

Date: 1-17-89 Authorizing Signature: [Signature]
(Contractor Signs Here)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature: [Signature: Jon Dewald] Date: 1-10-89
(Subcontractor Signs Here)

THIS IS CHANGE ORDER NO.: 5112-0512-8-2

NOTE: This revision becomes part of, and in conformance with, the existing contract. Please sign and return two (2) copies of this Change Order to ENCORP Inc. within five (5) days.



111 Merchant Street
 Cincinnati, Ohio 45248
 613/782-8400

89262595

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ADDITIONAL WORK AUTHORIZATION

SUBCONTRACTOR		PHONE	DATE
Star Erectors, Inc.		815/844-7311	September 26, 1988
STREET		JOB NAME	JOB NUMBER
1304 North Division Street		National Can -Spec. Proj.	5112
CITY	STATE	STREET	
Pontiac,	IL	61764	1101 West 43rd Street
CONTRACT NO.	DATED	CITY	STATE
5112- 0512-8	August 22, 1988	Chicago,	IL 60609

YOU ARE HEREBY AUTHORIZED TO PERFORM THE FOLLOWING SPECIFICALLY DESCRIBED ADDITIONAL WORK:

<u>COST</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
5112-0512-S	Star Erectors shall increase their total liability insurance from \$2,000,000 to \$3,000,000 for each occurrence and aggregate.	\$ 1,470.00

The Contract Sum prior to this Change Order was\$ 398,000.00
 The Contract Sum will be increased by this Change Order\$ 1,470.00
 The new Contract Sum, including this Change Order, will be.....\$ 399,470.00
 The Schedule of Construction will be ~~(increased)~~(decreased) (unchanged) -0- working days as a result of this Change Order.
 Payment will be made as follows: as per original contract.

Above additional work to be performed under the same conditions as specified in original contract unless otherwise stipulated.

Date: 10-3-88 Authorizing Signature: _____ (Contractor Signs Here)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature: Don Oswald Date: 10-3-88
 (Subcontractor Signs Here)

THIS IS CHANGE ORDER NO.: 5112- 0512-8-1

NOTE: This revision becomes part of, and in conformance with, the existing contract. Please sign and return two (2) copies of this Change Order to ENCORP Inc. within five (5) days.



111 Merchant Street
 Cincinnati, Ohio 45246
 513/782-6400

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Star ERECTORS, INC.

Phone (816) 844-7311

1304 N. Green St.

P.O. Box 1000

ENCORP - A Division of AMCA
International Construction Corp
111 Merchant Street - Suite 210
Cincinnati, OH 45246

March 10, 1989

RE: Subcontract #5112-0512-0
National Can Warehouse Addition
Chicago, IL

Change Order #7

\$22327.82

NOTE - 1 1/2% added per month beginning 30 days after date of invoice. This is an annual rate of 18%.

EXHIBIT C

UNOFFICIAL COPY

SUBCONTRACTOR'S APPLICATION AND CERTIFICATE FOR PAYMENT

10 ENCORP - A Division of AMCA
 International Construction Corp
 111 Merchants Street - Suite 210
 Cincinnati, OH 45246

PROJECT: National Can Warehouse Addition

APPLICATION NO: 9

APPLICATION DATE: 3-10-89

TERMINUS FROM: 2-16-89
 TO: 3-2-89

ATTENTION: Mr. Jules Roy
 Senior Project Manager

SUBCONTRACTOR:

Star Erectors, Inc.
 1304 North Division
 Pontiac, IL 61764

SUBCONTRACT NO: 5112-0512-8

SUBCONTRACT DATE: Aug. 22, 1988

CHANGE ORDER SUMMARY		
Change Orders approved on previous months by Client	ADDITIONS	DEDUCTIONS
TOTAL	213741.61	
Approved this Month		
Order #	3-10-89	22327.82
TOTALS		
Net change by Change Order	236069.43	

CERTIFICATION

The undersigned subcontractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the General Contractor, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: Don Bawel Date: 3-10-89
 President

State of: Illinois County of: Springfield
 Subscribed and sworn to before me this 10th day of March, 1989
 Notary Public: Gene K. Security
 My Commission expires: 10-7-92

Application made for Payment, as shown below: Continuation sheet showing cost breakdown and progress status is attached.
 The status of the account for this Subcontract is as follows:

ORIGINAL SUBCONTRACT SUM	\$ 398,000.00
Net change by Change Order	\$ 236,069.43
SUBCONTRACT SUM TO DATE	\$ 634,069.43
TOTAL COMPLETED & STORED TO DATE C/D	\$ 611,741.61
LESS PREVIOUSLY COMPLETED (C/D)	\$ 22,327.82
WORK COMPLETED THIS APPLICATION (C/D)	\$ 2,232.78
LESS RETAINAGE THIS APPLICATION	\$ 20,095.04
CURRENT PAYMENT DUE	\$ 20,095.04



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APPLICATION AND CERTIFICATE FOR PAYMENT, including Subcontractor's signed Certificate attached
 in tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where vendor relinches his firm items only apply.

APPLICATION NO: 9
 APPLICATION DATE: 3-10-89
 PERIOD FROM: 2-16-89
 TO: 3-2-89
 CONTRACTOR'S PROJECT NO: 5112-0512-8

A ITEM NO	B DESCRIPTION OF WORK	C EXEMPTED VALUE	D		E		G TOTAL CREDITED AMOUNT	H PERCENTAGE	I AMOUNT PAID TO DATE	J AMOUNT DUE
			Prepaid Applications	Work on Hand	WORK COMPLETED	LESS AMOUNT PAID				
1	Red Iron	139300	139300	-0-	-0-	139300	100%	-0-	13930	
2	Roof	111700	111700	-0-	-0-	111700	100%	-0-	11170	
3	Walls	129200	129200	-0-	-0-	129200	100%	-0-	12920	
4	Accessories & Trim	17800	17800	-0-	-0-	17800	100%	-0-	1780	
5	Change Order # 1	1470	1470	-0-	-0-	1470	100%	-0-	147	
6	Change Order # 2	47500	47500	-0-	-0-	47500	100%	-0-	4750	
7	Change Order # 3	65275.50	65275.50	-0-	-0-	65275.50	100%	-0-	6527.5	
8	Change Order # 4	40275.25	40275.25	-0-	-0-	40275.25	100%	-0-	4027.5	
9	Change Order # 5	6132	6132	-0-	-0-	6132	100%	-0-	613.2	
10	Change Order # 6	53088.86	53088.86	-0-	-0-	53088.86	100%	-0-	5308.8	
11	Change Order # 7	22327.82	-0-	22327.82	-0-	22327.82	100%	-0-	2232.8	
		634069.43	611741.61		22327.82	634069.43		-0-	63406.9	

OFFICIAL SEAL
 Anne K. Seltzer
 Notary Public, State of Illinois
 My Commission Expires 10-7-92

Anne K. Seltzer

UNOFFICIAL COPY

Star ERECTORS, INC.

Phone 815-844-7011

1314 N. Dearborn

CHICAGO, ILL.

ENCORP - A Division of AMCA
International Construction Corp
111 Merchant Street - Suite 210
Cincinnati, OH 45246

March 2, 1969

Re: Subcontract #5112-0512-8
National Can Warehouse Addition
Chicago, IL

Change Order #6

\$53088 86

NOTE - 1 1/2% added per month beginning 30 days after date of invoice. This is an annual rate of 18%.

UNOFFICIAL COPY

Star ERECTORS, INC.

Phone: 815-844-7311

1994 N. Cleveland

Chicago, IL 60642

ENCORP - A Division of AMCA
International Construction Corp
111 Merchant Street - Suite 210
Cincinnati, OH 45246

March 10, 1989

RE: Subcontract #5112-0512-8
National Can Warehouse Addition
Chicago, IL

Credit Breakdown:	
Deletion of (17) 18" Dia. Openings -----	\$799 00
Deletion of Cutting Walls for (6) 4'x 8' & (3) 4'x 4' Openings in Exchange for Reworking (4) Openings -----	No Change
Deletion of Link Building -----	1880 00
Total Credit -----	\$2679 00

NOTE - 1 1/2% added per month beginning 30 days after date of invoice. This is an annual rate of 18%.