

# UNOFFICIAL COPY 98724743

9358/0082 21 001 Page 1 of 13  
1998-08-17 11:35:47  
Cook County Recorder 24.50

## ORIGINAL CONTRACTOR'S CLAIM FOR LIEN

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK       )

The claimant, Ewing-Doherty Mechanical, Inc. of 304 N. York Road, Bensenville, Illinois, 60106, County of DuPage, State of Illinois, hereby files a claim for lien against First National Bank of Highland Park, Trust No. 3949 (hereinafter referred to as "owner"), of Lake County, Illinois 60656 and states:

That on January 28, 1998, the owner owned the following described land in the County of Cook, State of Illinois, to wit: See legal description attached hereto as Exhibit "A".

Permanent Real Estate Index Number(s): 15-06-216-019-0000  
Address(es) of premises: 165 W. Lake Street, Northlake, Illinois, 60164.

That on January 28, 1998, the claimant made a written contract with Olmarc Packaging, Inc., authorized or knowingly permitted by said owner to make said contract. See contract without exhibits attached as Exhibit "B". Claimant was to perform the necessary labor and to furnish the necessary material to install plumbing work and as described on attachment "A" of Exhibit "B", of the written agreement between the Claimant and the Owner or the Owner's authorized agent for the building to be/being erected on the land for the sum of one Hundred Twenty-Four Thousand Four Hundred Fifteen and No/100s Dollars (\$124,415.00) and on May 1, 1998, completed thereunder all required to be done by said contract.

That at the special instance and request of said owner the claimant furnished extra and additional materials and extra and additional labor on the premises of the value of Fifty Thousand Five Hundred Seventy-Seven and No/100s Dollars (\$50,577.00).

DOCUMENT PREPARED BY AND RETURN  
TO:

GENE A. EICH  
Law Offices of Gene A. Eich &  
Associates  
6032 N. Lincoln Avenue  
Morton Grove, Illinois 60053-2955



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The owner is entitled to credits on account thereof as follows, to-wit: Fourteen Thousand One Hundred Seventy-Five Dollars (\$14,175.00) leaving due, unpaid and owing to the claimant, after allowing all credits, the balance of One Hundred Sixty Thousand Eight Hundred Seventeen and No/100s Dollars (\$160,817.00), for which, with interest at 10% per annum, the claimant claims a lien on the land and improvements.

Ewing-Doherty Mechanical, Inc.

By: Douglas J. Ewing  
Douglas J. Ewing, Authorized Agent

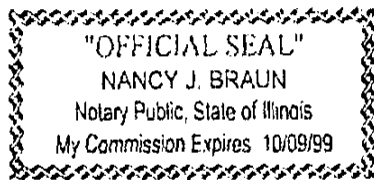
State of Illinois }  
County of Cook } SS.

The affiant, Douglas J. Ewing, being first duly sworn, on oath deposes and says that he is an authorized agent of Ewing-Doherty Mechanical, Inc., an Illinois corporation, the claimant: that he has read the foregoing claim for lien and knows the contents thereof; and that all the statements therein contained are true.

Douglas J. Ewing  
Douglas J. Ewing, Authorized Agent

Subscribed and Sworn  
to before me this  
10th day of August, 1998.

Nancy J. Braun  
Notary Public



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## EXHIBIT "A"

## Legal Description:

A TRACT OF LAND IN THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTERLINE OF LAKE STREET WHICH IS 7.87 FEET SOUTHEASTERLY (MEASURED ON SAID CENTER LINE) FROM THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A SOUTHWARD EXTENSION OF THE WEST LINE OF BLOCK 9 IN H.O. STONE NORTHLAKE ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 10,697,148, (WHICH POINT OF COMMENCEMENT IS 1967.75 FEET, MORE OR LESS, MEASURED PERPENDICULARLY WEST FROM THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 6); THENCE SOUTHWESTERLY ALONG A LINE DRAWN PERPENDICULARLY TO SAID CENTER LINE, A DISTANCE OF 33 FEET TO A POINT ON THE SOUTHERLY LINE OF LAKE STREET AND WHICH POINT IS ALSO IN THE NORTHWESTERLY LINE OF A CERTAIN PARCEL OF LAND CONVEYED TO THE TOUSEY VARNISH COMPANY, BY DEED RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLIOIS, AS DOCUMENT 17,131,404); THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF LAKE STREET, A DISTANCE OF 726.58 FEET TO A POINT "X"; THENCE CONTINUING NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF LAKE STREET, 30.16 FEET; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 60 DEGREES 49 MINUTES AS MEASURED CLOCKWISE FROM SAID SOUTHERLY LINE OF LAKE STREET, A DISTANCE OF 930.06 FEET FOR A POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTHERLY ALONG A CURVED LINE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1232.69 FEET A DISTANCE OF 1356.91 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF LAKE STREET, WHICH IS ALSO 100.00 FEET EASTERLY, AS MEASURED PERPENDICULARLY FROM THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S MOST EASTERLY MAIN TRACK; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF LAKE STREET, A DISTANCE OF 485.63 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF LAKE STREET (SAID SOUTHERLY LINE OF LAKE STREET PASSING THROUGH THE HEREINABOVE DESCRIBED POINT "X" AND FORMING AN ANGLE OF 171 DEGREES 34 MINUTES MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED LINE), A DISTANCE OF 380.59 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO THE TOUSEY VARNISH COMPANY BY DEED RECORDED AS DOCUMENT 17,131,404; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL, A DISTANCE OF 793.21 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE CURVED LINE HEREINABOVE DESCRIBED; THENCE NORTHWESTERLY ALONG SAID EXTENDED LINE, 304.593 FEET TO THE HEREIN DESIGNATED PLACE OF BEGINNING, TOGETHER WITH, AS PART OF THE TRACT, THE SOUTHWESTERLY 1/2 OF LAKE STREET LYING NORTHEASTERLY OF THE ABOVE DESCRIBED PREMISES, EXCEPTING FROM ALL OF THE TRACT HEREINABOVE DESCRIBED THAT PART THEREOF LYING NORTHWESTERLY OF A STRAIGHT LINE DRAWN THROUGH POINT "X" ABOVE DESIGNATED FROM THE CENTER LINE OF LAKE STREET TO THE SOUTHWESTERLY CURVED LINE OF SAID TRACT PERPENDICULAR TO THE SAID SOUTHWESTERLY LINE OF LAKE STREET; EXCEPT THE FOLLOWING:

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EXHIBIR "A" (Page 2)

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COMMENCING AT THE HEREINABOVE DESCRIBED POINT "X"; THENCE SOUTHWESTERLY ALONG THE WEST PROPERTY LINE OF THE ABOVE DESCRIBED TRACT, A DISTANCE OF 22.0 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 81 DEGREES 04 MINUTES 10 SECONDS AS MEASURED CLOCKWISE WITH THE SAID PROPERTY LINE A DISTANCE OF 140.0 FEET TO A POINT IN THE SOUTH LINE OF LAKE STREET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 98 DEGREES 55 MINUTES 50 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 33 FEET TO A POINT IN THE CENTERLINE OF LAKE STREET; THENCE NORTHWESTERLY ALONG SAID CENTERLINE WHICH FORMS AN ANGLE OF 90 DEGREES AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE A DISTANCE OF 138.26 FEET TO A POINT IN THE WEST PROPERTY LINE; THENCE SOUTHWESTERLY ALONG SAID PROPERTY LINE WHICH FORMS AN ANGLE OF 90 DEGREES AS MEASURED CLOCKWISE WITH SAID CENTERLINE OF LAKE STREET A DISTANCE OF 33 FEET TO POINT "X" BEING THE POINT OF BEGINNING, SITUATED IN COOK COUNTY, ILLINOIS.

COMMENCING AT THE HEREINABOVE DESCRIBED POINT "X"; THENCE SOUTHWESTERLY ALONG THE WEST PROPERTY LINE OF THE ABOVE DESCRIBED TRACT, A DISTANCE OF 22.0 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 81 DEGREES 04 MINUTES 10 SECONDS AS MEASURED CLOCKWISE WITH THE SAID PROPERTY LINE A DISTANCE OF 100 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 177 DEGREES 22 MINUTES 55 SECONDS AS MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED LINE A DISTANCE OF 141.96 FEET TO A POINT IN THE SOUTH LINE OF LAKE STREET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 92 DEGREES 37 MINUTES 05 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 33 FEET TO A POINT IN THE CENTERLINE OF LAKE STREET; THENCE NORTHWESTERLY ALONG SAID CENTER LINE WHICH FORMS AN ANGLE OF 90 DEGREES AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE A DISTANCE OF 340.50 FEET TO A POINT IN THE WEST PROPERTY LINE; THENCE SOUTHWESTERLY ALONG SAID PROPERT LINE A DISTANCE OF 33 FEET TO POINT "X" BEING THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE HEREINABOVE DESCRIBED POINT "X"; THENCE SOUTHWESTERLY ALONG THE WESTERLY PROPERTY LINE OF THE GRANTOR A DISTANCE OF 22.0 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 81 DEGREES 04 MINUTES 10 SECONDS AS MEASURED CLOCKWISE WITH THE SAID PROPERTY LINE A DISTANCE OF 140.0 FEET TO A POINT IN THE SOUTH LINE OF LAKE STREET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 98 DEGREES 55 MINUTES 50 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 33 FEET TO A POINT IN THE CENTERLINE OF LAKE STREET; THENCE NORTHWESTERLY ALONG SAID CENTERLIN WHICH FORMS AN ANGLE OF 90 DEGREES AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE A DISTANCE OF 138.26 FEET TO A POINT IN THE WEST PROPERTY LINE; THENCE SOUTHWESTERLY ALONG SAID PROPERTY LINE WHICH FORMS AN ANGLE OF 90 DEGREES AS MEASURED CLOCKWISE WITH SAID CENTERLINE OF LAKE STREET A DISTANCE OF 33 FEET TO POINT "X" BEING THE POINT OF BEGINNING.

ALL OF THE ABOVE IN COOK COUNTY, ILLINOIS.



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Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum - Construction Manager-Adviser Edition

AIA Document A101/CMA - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

The 1992 Edition of AIA Document A101/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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AGREEMENT

made as of the twenty-eighth (28th) day of January in the year of Nineteen Hundred and Ninety-Eight.

(In words, indicate day, month and year)

BETWEEN the Owner:

(Name and address)

Olmarc Packaging, Inc.
165 West Lake Street
Northlake, Illinois 60164

and the Contractor:

(Name and address)

Ewing-Doherty Mechanical, Inc. Mr. Dennis Plehowski
304 North York Road (630) 766-5920
Bensenville, Illinois 60106

For the following Project:

(Include detailed description of Project, location, address and scope.)

Pop-UMS Area Building Renovation/Addition
165 West Lake Street
Northlake, Illinois 60164

The Construction Manager is:

(Name and address)

Epstein Construction Inc.
600 West Fulton Street
Chicago, Illinois 60661-1199

The Architect is:

(Name and address)

A. Epstein and Sons International, Inc.
600 West Fulton Street
Chicago, Illinois 60661-1199

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The Owner and Contractor agree as set forth below

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

See Attachment "A" - Scope of Work

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work and shall perform all Work so that Owner can obtain a Final Certificate of Occupancy from all applicable agencies in order for Owner to fully occupy the premises not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

See Attachment "B" - Schedule

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

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ARTICLE 4  
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of See Attachment "C" - Lump Sum Price Dollars (\$ -----), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

See Attachment "D" - Alternates

4.3 Unit prices, if any, are as follows:

See Attachment "E" - Unit Prices

4.4 Except as set out in Paragraph 4.3, the Contract Sum shall be adjusted for Change Orders, Construction Change Directives, and other changes in the Work as set out in this paragraph 4.4. For additive changes, the Contract Sum will be increased by the estimated amount of additional costs for labor, materials, and equipment plus a percentage of that estimated amount for overhead and profit. For deductive changes, the Contract Sum will be decreased by the estimated amount of the decreased costs for labor, materials, and equipment; there will be no percentage reduction for decreased overhead and profit for deductive changes. For a change involving both additive and deductive changes, the Contract Sum will be adjusted according to the net change; i.e., (a) if the estimated amount of the additional costs for labor, materials, and equipment for the additive changes exceeds the estimated amount of the decreased costs for labor, materials, and equipment for the deductive changes, then the Contract Sum will be increased by the amount of the difference plus the percentage markup on that difference and (b) if the estimated amount of the additional costs for labor, materials, and equipment for the additive changes is exceeded by the estimated amount of the decreased costs for labor, materials, and equipment for the deductive changes, then the Contract Sum will be decreased by the amount of the difference, with no percentage decrease in the markup. The percentage markup for overhead and profit shall be calculated per Article 7 of the General and Supplementary General Conditions of the Contract.

ARTICLE 5  
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, as follows:

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5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the first (1st) day of the following month, the Owner shall make payment to the Contractor not later than the last day of that month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Construction Manager receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. See Attachment "F" for Schedule of Values to be used with Application for Payment. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions:

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety percent ( 90 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*



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ARTICLE 6  
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 60 days after the issuance of the final Project Certificate for Payment for the work performed under this Contract. ~~or as follows:~~

ARTICLE 7  
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

7.3 Temporary facilities and services, pursuant to the Contract Documents:  
*(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)*

7.4 Other Provisions:  
*(Here list any special provisions affecting the Contract.)*

ARTICLE 8  
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

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ARTICLE 9  
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition.

9.1.3 The Supplementary and other Conditions of the Contract are attached as Attachment "G". ~~those contained in the Project Manual dated - and are as follows:~~

| Document | Title  | Pages |
|----------|--|-------|
|          | See Attachment "G" - Contract Documents - General Conditions |       |

9.1.4 The Specifications are attached as Attachment "H". ~~those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:~~

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

| Document | Title  | Pages |
|----------|--|-------|
|          | See Attachment "H" - Contract Documents - Specifications |       |

9.1.5 The Drawings are attached as Attachment "I" as follows, and are dated unless a different date is shown below:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

| Document | Title  | Pages |
|----------|--|-------|
|          | See Attachment "I" - Contract Documents - Drawings |       |

9.1.6 The Addenda, if any, are as follows:

| Document | Title | Pages |
|----------|-------|-------|
| NONE     |       |       |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:  
(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

List of subcontracts in excess of \$20,000 are attached as Attachment "J".

See Schedule "K" - Invoicing Procedures

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

CONTRACTOR

By [Signature]  
(Signature)  
OLMARC PACKAGING, INC.

[Signature]  
(Signature)  
EWING DOHERTY MECHANICAL, INC.

(Printed name and title)

(Printed name and title)

SM. PETERIK, CFO

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THIS IS AN ATTACHMENT TO AND PART OF CONTRACT AGREEMENT NO. 9059-03-00 BETWEEN OLMARC PACKAGING, INC., AND EWING-DOHERTY MECHANICAL, INC., FOR THE POP-UMS PROJECT BUILDING EXPANSION IN NORTHLAKE, ILLINOIS.

ATTACHMENT "A" - SCOPE OF WORK

The Contractor shall Furnish and Install all Plumbing Work per the plans and specifications necessary to perform complete functioning and operational systems as shown and/or required by the Contract Documents listed in Attachment "B". This work includes, but is not limited to, the following:

- A. All underground sanitary piping and waste system work, complete, and connection to underground lines to 5'-0" outside building lines.
- B. Installation of, and final connections to owner supplied oil/water separator.
- C. All required excavation and backfill as specified including offsite disposal of all spoil material and restoration of building pad.
- D. All aboveground plumbing work including piping, backflow preventors, trap primers, hose bibs, valve tags and charts, hangers, pipe markings, sanitizing of the system valves, fillings, fixtures, etc., required for a complete installation.
- E. All plumbing equipment including hot water heaters, hose stations and bibbs.
- F. All underground drainage piping and equipment complete including floor drains, trench drains, floor clean-outs, etc.
- G. All required concrete pads and base for plumbing equipment and piping.
- H. All required plumbing insulation and jacketing as specified.
- I. All coring, cutting, patching, flashing, sleeves, sealants, firestopping, etc., required for the installation of plumbing work.
- J. All final piping connections to equipment included in this Bid Package.
- K. Coordination of installation roof and wall penetrations with Structural Steel, Metal Deck, Roofing and Exterior Wall Contractors.
- L. Coordination of installation of underground piping and floor drains with Foundation, Slab and Site Utility Contractors.
- M. All specified and required shop drawings, "as-built" drawings, submittals, testing, inspections, permits, fees, guarantees, and warranties including notification and approval of local authorities.

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THIS IS AN ATTACHMENT TO AND PART OF CONTRACT AGREEMENT NO. 9059-03-00 BETWEEN OLMARC PACKAGING, INC., AND EWING-DOHERTY MECHANICAL, INC., FOR THE POP-UMS PROJECT BUILDING EXPANSION IN NORTHLAKE, ILLINOIS.

ATTACHMENT "A" - SCOPE OF WORK (continued)

- N. Shop drawings shall be coordinated with the Electrical, HVAC, Utility Piping, Fire Protection, and Building Management Systems Contractors. Contractors shall meet at the jobsite with the Construction Manager to coordinate their drawings and shall indicate coordination by signing off on each other's shop drawings, attesting to the coordination. Areas that cannot be resolved shall be brought to the Construction Manager's attention for review by the Architect. There shall be no extras awarded for interferences discovered in the field that could have been resolved during the shop drawings review process. Shop drawing shall be prepared using 1/8" scale. Areas of high concentration (office, equipment, areas, etc.) shall be drawing at 1/4" scale.
- O. Maximum possible clear height shall be maintained below all plumbing work.
- P. All equipment used inside the facility on completed concrete slabs shall have protection against oil, hydraulic fluid, etc., leakage. Contamination of completed surfaces will not be allowed.
- Q. Specifically excluded from the scope are the following:
- 1) Soil testing.
  - 2) General building permit.
  - 3) Electric power wiring to equipment.
  - 4) Fire protection work.
  - 5) Pipeguards.
  - 6) All sheet metal downspouts.
  - 7) Purchase and delivery of owner supplied oil/water separator.
  - 8) Toilet accessories.

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