

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

2025 APR 10 PM 4:33
Clerk of the Circuit Court of Cook County, Illinois
COURT REPORTER

EMCO METALWORKS, INC., an)
Illinois Corporation,)
)
Plaintiff,)
)
v.)
)
THE CHICAGO TRANSIT)
AUTHORITY, a Municipal Corporation,)
JAMES McHUGH CONSTRUCTION)
CO., an Illinois Corporation,)
UNKNOWN OWNERS, and)
NON-RECORD CLAIMANTS,)
)
Defendants.)

No.

CH1578 4

**VERIFIED COMPLAINT FOR ACCOUNTING AND FORECLOSURE
OF MECHANICS LIEN AND OTHER RELIEF**

Plaintiff, EMCO METALWORKS, INC. ("EMCO"), by and through its attorneys,
Bronson & Kahn LLC, for its Complaint For Accounting And Foreclosure Of Mechanics Lien
And Other Relief against the Defendants, THE CHICAGO TRANSIT AUTHORITY ("CTA"),
JAMES McHUGH CONSTRUCTION CO. ("McHUGH"), Unknown Owners and Non-Record
Claimants, states and alleges as follows:

COUNT I
CLAIM FOR ACCOUNTING AND LIEN ON FUNDS

1. The Plaintiff, EMCO, is a corporation organized and existing under Illinois law, with its principal place of business at 1505 S. Laramie, Chicago, Cook County, Illinois. EMCO is now, and at all times mentioned in this Complaint was, engaged in the design, fabrication, and installation of metalwork and related services.

2. Defendant, CTA, is now, and at all times mentioned in this Complaint was, a municipal corporation, organized and existing under Illinois law with its principal place of business located at 567 West Lake Street, Chicago, Cook County, Illinois.
3. Defendant, McHUGH, is now, and at all times mentioned in this Complaint was, a corporation organized and existing under Illinois law, engaged in the business of providing general contacting services, with its principal place of business located at 1737 South Michigan Avenue, Chicago, Cook County, Illinois.
4. On or about September 12, 2006, the CTA entered into a written contract (“Prime Contract”) with McHUGH to furnish all of the labor and building material in the Reconstruction of Rail Station – Addison, Irving Park, Montrose, Damen – The Ravenswood (Brown) Line Specification No. CTA-8060-04 (the “Project”), Cook County, Illinois. Upon information and belief, the total amount of the Prime Contract was in excess of Fifty-Eight Million Dollars (\$58,000,000.00).
5. On or about December 14, 2006, EMCO entered into a written contract (“Subcontract”) with the Defendant, McHUGH. In the Subcontract, EMCO agreed to sell and deliver to McHUGH all of the miscellaneous steel fabrication work, as it might from time to time order for the Project, at the usual and customary price for that material at the time and place the material was delivered. (A copy of the Subcontract is attached and made a part of this Complaint as Exhibit “A”.)
6. Pursuant to the Subcontract, Plaintiff has furnished McHUGH certain labor and materials, including but not limited to all miscellaneous steel fabrication work, which have been delivered to the above construction premises and incorporated into the Project. The total value of the metalwork, including labor and material, less the amount paid to

date, is \$1,263.048.96, as shown on an itemized statement of account. (The statement is made a part of this Complaint as Exhibit "B".) The materials were delivered during 2007 and 2008 and all work was completed and accepted by December, 2008.

7. All of the above materials, fabricated and furnished by the Plaintiff, and accepted by McHUGH, have been incorporated in and form a part of the improvement, which is a permanent and valuable improvement of the premises for the CTA, which are now fully in use by the CTA.
8. As a result of the work done by EMCO at the direction of McHUGH, \$1,263.048.96 became due and remains unpaid. EMCO is entitled to receive this sum from the Defendants, with interest at the rate of 5% from that date.
9. On or about January 14, 2009, EMCO notified the Secretary of the CTA of the above-mentioned sum due for materials fabricated and furnished, and of its claim for lien on the money, bonds or warrants due or to become due to McHUGH under its Prime Contract with the CTA. The notification was by a written notice ("Notice"), personally served on said Secretary on January 14, 2009. (A copy of the Notice is attached and made a part of this Complaint as Exhibit "C".)
10. At the time of the service of the Notice, the CTA was still in possession of all of the amounts due under its Prime Contract with McHUGH. Prior to that time, no payment, voucher or other evidence of indebtedness had been made. Therefore, the EMCO's lien attached to all monies, bonds and warrants in possession of the CTA, held for the payment of the Prime Contract for the construction of the Project.

WHEREFORE, the Plaintiff, EMCO METALWORKS, INC., prays that this Court enter judgment in its favor against the Defendants, THE CHICAGO TRANSIT AUTHORITY, JAMES McHUGH CONSTRUCTION CO., UNKNOWN OWNERS and NON-RECORD CLAIMANTS, jointly and severally, as follows:

- A. An accounting be taken by the Court of the amount due the Plaintiff, including interest at 5% from the date the amount became due;
- B. The Defendant, JAMES McHUGH CONSTRUCTION CO., be ordered to pay the amount found due pursuant to said accounting.
- C. The Plaintiff be granted a lien on all the monies, bonds and warrants due or to become due to Defendant JAMES McHUGH CONSTRUCTION CO. which are now in the possession of or under the control and direction of Defendant THE CHICAGO TRANSIT AUTHORITY, and against which vouchers have not been issued, and be ordered and directed to pay to the Plaintiff the amount found due with interest and costs assessed;
- D. Award Plaintiff its attorney's fees incurred herein; and
- E. The Plaintiff may have such other and further relief as the Court deems just and equitable.

COUNT II
BREACH OF CONTRACT

- 11. EMCO restates and incorporates by reference the allegations of Paragraphs 1 through 10 as if fully set forth herein.
- 12. Pursuant to the Subcontract, EMCO provided labor and materials to McHUGH to complete the improvements with respect to the Project.

13. EMCO provided labor and materials required by the Subcontract and substantially completed all of its material obligations in accordance with the terms and conditions of the Subcontract through the date of McHUGH'S breach of the Subcontract.
14. There is now due and owing to Plaintiff under the Subcontract the sum of \$1,263.048.96.
15. Despite demand, to date, McHUGH has failed and refused to pay Plaintiff the sums due it under the Subcontract.

WHEREFORE, the Plaintiff, EMCO METALWORKS, INC., prays that this Court enter judgment in its favor and against Defendant, JAMES McHUGH CONSTRUCTION CO., for the following relief:

- A. Awarding compensatory damages in the amount of \$1,263.048.96, plus interest at the statutory rate from the date amounts became first due;
- B. Awarding Plaintiff its costs of suit and attorney's fees; and
- C. Granting such other and further relief as justice and equity may require.

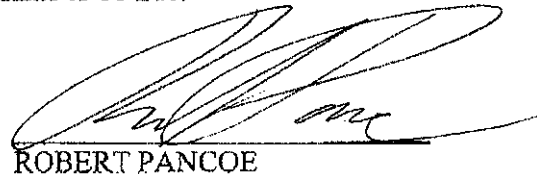
EMCO METALWORKS, INC., Plaintiff

By: 
One of Its Attorneys

David A. Shapiro
Clive D. Kamins
Bronson & Kahn, LLC
150 North Wacker Drive
Suite 1400
Chicago, Illinois 60606
(312) 553-1700
Attorney No. 39544

CERTIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned, ROBERT PANCOE, certifies that he is the duly authorized agent of the Plaintiff, EMCO METALWORKS, INC., in the above entitled cause, that the statements set forth in the foregoing Complaint are true and correct, except as to those matters therein stated to be on information and belief, and as to such matters, the undersigned certifies as aforesaid that he verily believes the same to be true.



ROBERT PANCOE

David A. Shapiro
Clive D. Kamins
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150 North Wacker Drive
Suite 1400
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(312) 553-1700
Attorney No. 39544

Subcontract Agreement

THIS AGREEMENT made this 14th day of December, 20 06, between JAMES McHUGH CONSTRUCTION CO. address is 1737 S. Michigan Ave., Chicago, IL 60616 (hereinafter called "Contractor"), and EMCO Metalworks Inc. (hereinafter called "Subcontractor") whose address is 1505 South Laramie Avenue, Cicero, Illinois 60804
Contact: Robert Pancoe Phone: 708.222.1011 Fax: 708.222.8980

RECITALS

A. Contractor has entered into a contract, consisting of contract dated September 12, 20 06 and other documents, writings, plans, specifications and things therein referred to, (hereinafter collectively called "Prime Contract"), with Chicago Bridge & Iron, (hereinafter called "Owner"), to do certain work and furnish certain materials for the construction of the project commonly called Reconstruct Rail Station - Addison, Irving Park, Montrose, Damen - The Ravenswood (Brown) Specification No. CTA-8060-04 (the "Project"), as will more fully appear from said Prime Contract.

B. The parties desire to enter into a subcontract agreement whereby Subcontractor will do that part of the Prime Contract hereinafter provided for and will fully perform, on behalf of Contractor, all of Contractor's obligations under the Prime Contract in reference to such work for the payments hereinafter provided.

In consideration of the mutual agreements herein contained, the parties agree as follows:

Article 1. Subcontractor agrees to furnish and pay for all labor, materials, tools, supplies, equipment, services, patches and other items necessary to do and to do the following parts of the work provided to be done by Contractor under the Prime Contract (hereinafter called the "Subcontract Work"), and to fully perform all of Contractor's obligations in reference thereto to the full extent Contractor is required to do by the Prime Contract, namely:

Complete all **Miscellaneous Steel Fabrication Work** in accordance with CTA Specification Section(s). 05103, 05104, 05105, 05500, 05710, 05800, 05810, 07410, 09960, 10740 and in conformity with the contract drawings, Addendums No1 & 2 and all other documents listed in Schedule "A", dated September 11, 2006 attached hereto:

Subcontractor understands and acknowledges that the drawings and specifications listed or otherwise referred to in Schedule "A" are documents indicating the general scope of the Project and, as such, do not necessarily depict or describe all work required for the full performance and completion of the Subcontract Work. Subcontractor shall, nevertheless, and without adjustment of the Subcontract price, furnish and install all items necessary for the full and proper completion of the Subcontract Work. Items not shown on contract drawings or indicated in other contract documents but reasonably inferable from the contract documents or necessary to the integrity and proper functioning of the Subcontract Work are included in the Subcontract Work. Without limiting the generality of the foregoing description, furnishing and installing (unless otherwise specified) the following items are specifically included:

1. Coordination with other trades as required.
2. Subcontractor is responsible for off site storage of materials and equipment as required. No charges for storage of materials with 30-day written notice from contractor if dates are not met.
3. Subcontractor is responsible for off site parking for employees.
4. Legal and proper handling and disposal of debris, materials, and/or containers requiring special disposal or handling by state, or federal agencies.
5. Repairs to any damage to surrounding or adjacent property or finishes damaged by Subcontractor.
6. Subcontractor acknowledges all QC/QA requirements for the Work and agrees to assist in the development of and to comply with the Contractor's Quality Control Program (CQP).
7. At the Contractor's option, removals, fabrication and installation sequences and schedules may be reasonably altered to conform to the Contractor's scheduling and site utilization requirements.

EXHIBIT

A

8. Subcontractor to provide at a minimum 2 wks written notice to contractor for street, alley, and sidewalk closures.
9. Subcontractor to perform all layout work and field measuring of work utilizing control centerlines and profiles provided by Contractor.
10. Additional contract documents beyond contract set obtained at Subcontractor's expense
11. Furnish all Product Data, shop drawings, mock ups, and material submittals and revisions, if necessary, to obtain CTA approval to allow for adequate lead time for the fabrication or delivery of same per the Contractor's project schedule. Subcontractor agrees to provide the required number of copies and electronic files for all submittals. This project requires hard copies and one electronic copy of all submittals. Additional copies to be provided at Subcontractor's expense
12. Daily job clean up into dumpsters furnished by Contractor. When the Subcontractor does not keep a work area clean, the Contractor will issue written notification. Failure to respond within 24 hours will result in the Contractor's crews providing clean up with all costs charged to the Subcontractor via deductive change order.
13. Subcontractor to include all vertical independent stair supports and all horizontal framing members designated for stair supports.
14. Furnish, delivery, and Installation of all Misc Steel and steel components required for the subject project in accordance with the contract documents including but not limited to:

| Damen Misc. Steel Station #1 | | | |
|-------------------------------------|--|------------------|---------------------|
| Item# | | DRAWING REF | |
| DA -1 | All new non galvanized steel shall be blast cleaned to SSPC-SP10 near white blast clean and shop primed with inorganic zinc paint. | General | |
| AUXILIARY STAIR ASSEMBLIES | | SDA-112 | |
| DA-2 | Furnish & Install stair #3 and #4 auxiliary stairs | AC-401 | |
| DA-3 | tube steel column supports with all necessary end plates, caps and anchor bolts | - | SDA-112 |
| | Note: A.1 - (2)TS 12x12x3/8" column with cap plate, bolts, and anchor bolts | SDA-112 | 1/SDA-505 |
| | Note: A.2 - (4)TS 12x12x3/8" column with cap plate, bolts, and anchor bolts | SDA-112 | 1/SDA-505 |
| DA-4 | W8 & W10 beam supports and stiffeners and all angle connectors | AC-401 | SDA-112 |
| DA-5 | W6x25 beams at platform with cotton duck pads 24" o.c, cotton duck washers, and bushings. Including L3x3x5/16" , L4x4x1/2 F.S, and L2x2x1/4 angle at wood decking. All necessary bolts, nuts, and washers. | | SDA-505 |
| | Note: per SDA-112 Det#2. | 2/SDA-112 | 4/SDA-505 |
| DA-6 | 2" compression seal at stair to wood decking | 12/AC-401 | |
| DA-7 | L 3 x 3 x 1/4 X bracing, L4x3x3.8 at W8, and 1/4" plate typ. | AC-401 | 2/SDA 112 7/SDA 505 |
| DA-8 | Channel, angle, and tube steel framing for canopy complete. | AC-401 | 3SDA-505 |
| DA-9 | 1-1/2" type "B" metal deck for stair canopy roof. | AC-401 | 3SDA 505 |
| | Note: 18GA decking | | |
| DA-10 | Cast Iron treads with countersunk holes and abrasive finish, 2"x2"x1/4" steel angle with 3/8" holes for 5/16x1 1/4" stainless steel Phillips flathead machine screw with locknut. Weld angles to support plates. 4" x 1/3" steel support plate and 8"x3/8" steel support plate(typical at backside of tread and nosing.) | 3/AC-401 | ADA-542 |
| DA-12 | Channel stair stringers | AC-401 | ADA-542 |
| DA-13 | Tread supports plates and angles with pre drilled countersunk holes | AC-401 | ADA-542 |
| DA-14 | Galvanized steel grillwork with cast iron rosettes on both sides | ADA-422 | ADA-701 |

| | | |
|---|-----------|-----------------|
| TRAINSMAN ACCESS STAIRS | | |
| 6"x6"x3/8"x6" long galvanized clip angle and H.S. Bolts | AC-407 | |
| CANOPY CONDUIT ENCLOSURE | | |
| Canopy conduit enclosure complete including shop welded #14 gauge stainless steel leafs with a 3/32" diameter stainless steel pin, continuous style. 1.50 flat width, #14 GA. GALV steel plate mechanically fastened w/ self tapping round head fasteners, 4" wide, 5/16" thick, bent plate @24" O.C. C12 shop welded connected to bent plate, C12 bolt connected to existing canopy frame. 4" wide, 5/16" thick, bent plate bolt connected to existing platform canopy framing and C12 @ 16'-0" O.C., #14 GA. GALV. steel plate mechanically fastened w/ self tapping round head fasteners, weather resistant keyed cam locks. and #14 GA. stainless steel panels w/ satin finish on both sides. | AAD-134 | AAD-512 |
| All sheet metal to be free of distortion, drag edges, sharp corners, burrs, weld slag or splatter | AAD-134 | AAD-512 |
| GAP FILLER | | |
| Furnish and install gap fillers per plans and specs | AC405.1 | AAD-120/AAD-121 |
| CANOPY RESTORATION | | |
| New corrugated steel deck, match original profile. | AHPAD-551 | |
| New galvanized sheet steel backing behind existing canopy bracing and cross ties | AHPAD-551 | |
| Salvaged canopy and connection channels to be removed by others. Misc metals to receive removed sections from site and re-furbish and re-use existing canopy sections. | SAD-153 | |
| Note: Additional Scope definition. Existing canopies to remain in place | | |

of measuring prior to fabrication. Notice of inconsistencies to the Contractor at least 14 days prior to the schedule installation.

of necessary shop and erection drawings. All material to be clearly marked to correspond with erection drawings.

of new non galvanized steel shall be blast cleaned to SSPC-SP10 near white blast clean and shop primed with inorganic zinc

of shop painting and hot dip galvanizing as required. Touch up paint all prime painted and galvanized surfaces damaged by welding and/or during erection.

of all anchorages required for a complete installation of Subcontractor's work, including but not limited to all clip hangers, channels, framing, structural shapes, angles, fasteners, anchor bolts, stiffeners, plates, isolation fabric, isolation fabric bushings, isolation fasteners and miscellaneous metals of any nature as indicated.

of all bracing, shores, and/or temporary supports for Subcontractor work per OSHA standards.

of the subcontractor is fully responsible for all fabrication shop quality control procedures, testing, and required documentation including certified welders.

of the coordination of all deliveries to the site, unloading, and stocking of materials, with a minimum of 48 hours prior notice to the Contractor.

reasonable protection of all finished surfaces from damage. Costs incurred to repair damages to Subcontractor's or other work caused by installation of Subcontractor's Work will be charged to Subcontractor

protection of materials stored on site.

replacing or repairing, to the satisfaction of the engineer, materials damaged during shipping.

furnishing shop drawings as specified; providing certified test reports and data as required; furnishing of anchor bolts and embeds for the work; repair and/or replacement of materials damaged during shipment.

furnishing contractor with all required as-built drawings, O&M manuals, instructional, warranties and guarantees. Final payment will not be processed until Subcontractor fulfills this requirement.

installation of Erection aides and OSHA-required hole stops and perimeter cable attachment holes as required. Contractor shall include these items on shop drawings during the approval process.

Subcontractor shall perform all engineering, design, and be responsible for adequacy of all member connections. Shop drawings and calculations as required in section 05103, 1.05 Part B, shall be sealed by a State of Illinois licensed structural engineer.

Considering the Subcontractor's skills, general state of the art and knowledge of his specialty, it shall be his responsibility upon award to immediately notify the Contractor and the Architect in writing of errors, omissions, discrepancies, and non-compliance with applicable codes and regulations within the documents or any work which will not properly function if installed as indicated in the contract documents prior to submission of bids. This item is in no way intended to relieve the Architect and/or Engineer of their design responsibility.

on applicable freight and taxes. Permanently-installed products for this project are tax exempt.

Performance Bond included.

Submission of Material Certifications and Manufacturer's Test Reports as required.

Subcontractor's acknowledges that he/she complies with the AISC Complex Building Fabricator requirement/ AISC Category III, Major Steel Bridges requirements and agrees to furnish for approval copies of all necessary paperwork indicating the same.

Subcontractor's submittals of materials, methods, and workmanship must be approved for compliance with the project documents. Compliance will be determined by the Contractor, Owner, and the Owner's designated representatives. Corrections to materials and workmanship, if required, will be made at the expense of the Subcontractor.

Subcontractor shall provide CTA trained personnel for performance of the work over CTA tracks and perform all work in accordance with the Prime Contract Special Provision requirements CTA Coordination. CTA Rail Safety Training Class fees and associated labor costs for Subcontractors employees.

Field labor work to be performed utilizing union labor. Subcontractor to submit for approval all lower-tier subcontractors a minimum of 14 calendar days prior to work on site.

Conditions and Stipulations:

Contractor shall be responsible for Contractor's liquidated damages under this agreement to the extent that the contract dates and modified by change order, are not met as a result of Subcontractor's Work and Contractor has or will incur liquidated damages.

Subcontractor agrees to appoint a contact person to be available by phone 7 days per week while work is being performed on or adjacent to the tracks and will commit the necessary labor and equipment required to restore the tracks to an acceptable operating condition at the request of the Contractor. This work will be paid for under the allowance.

Owner warranty shall begin after completion and acceptance of the entire Project by Owner.

All work performed under this contract must comply with the "Buy America" regulations. Subcontractor must provide a Buy American Certification for procurement of steel, iron or manufactured product for this project. If specified items are not available within this program, Supplier will notify Contractor immediately upon discovery.

The Project is tax exempt for permanently-installed materials. See Notice to Suppliers and Subcontractors Attached.

in connection to the OCIP insurance coverage subcontractor shall provide minimum insurance requirements as identified in Schedule A attached.

All second-tier subcontracts to be submitted for the Contractor's approval a minimum of 10 work days prior to the start of work.

All lower tier subcontractors must be approved to work on site by the CTA a minimum of 10 work days prior to the start of work.

All lower tier subcontractors must present proof of enrollment in the OCIP program prior to the first scheduled day of work on site.

Contractor and the Chicago Transit Authority must be listed as additionally-insured parties on all lower tier insurance policies, in addition to the OCIP.

Security will not be provided by Contractor. Stolen materials shall be replaced at no additional cost to Contractor in a timely manner so as to not delay the project schedule.

Subcontractor complies with "Exhibit A" Safety Requirements attached.

Although listed in the Schedule "A", specific attention is directed to the following specification sections for which the participation of this Subcontractor is required in the preparation of submittals and in the process of CTA coordination:

- 01.291 "Applications and Certifications for Payment"
- 01.310 "Project Management"
- 01.315 "Project Meetings"
- 01.325 "Construction Schedule"
- 01.350 "Special Project Procedures" including but not limited to Bulletin requests for shut-downs and flagging
- 01.370 "Safety", including but not limited to providing written "SWP" Safe Work Plans
- 01.450 "Quality Control", including but not limited to project warranty requirements
- 01.458 "Testing & Inspection Service"
- 01.550 "Traffic Regulation"
- 01.600 "Product Requirements"
- 01.630 "Product Substitution Procedures"
- 01.720 "Preparation", including but not limited to providing designees for the prevention of accidents
- 01.730 "Operating and Preventative Maintenance Data"
- 01.770 "Closeout Procedures", including but not limited to providing record documents
- 02.050 "Demolition", including but not limited to providing proposed dust and noise control measure

Subcontractor acknowledges and agrees to perform all necessary work required to enable successful completion of Work within the contract Milestones as described in the prime contract. Subcontractor shall be responsible for Contractor's liquidated damages under this agreement to the extent that the contract dates and times are not as a direct result of the Subcontractor. No extensions of time have been granted and Contractor has or will incur liquidated damages.

Efficient supervision, workmen, materials and subcontractors, including, if necessary, multiple shifts and overtime to support the project schedule. The subcontractor shall not be responsible for delays caused by other subcontractors.

If Contractor is unable to bring temporary power to the Subcontractor work area, Subcontractor shall provide its own temporary power generators.

g.

Following assumptions have been made in the development of the schedule:

- 3 weeks are allotted for the owner review of shop drawings
- It is acknowledged that unanswered RFI's may affect the schedule.
- Work to be completed in two phases. Phase I - Addison and Montrose stations. Phase II - Irving and Damen stations.

(Conforming to the following schedule requirements):

Addison & Montrose:

- Shop drawings
 - Station House Stairs /Auxiliary exit, stairs, grillage, decking, by Dec. 22nd 2006.
 - Platform Guard Rails by Feb. 6th, 2007.
 - Stainless steel Grillage by March 15th, 2007.
 - Canopy Roof deck/Rehabilitated steel by March 22nd, 2007
 - Gap Enclosure by April 10th, 2007.
 - Drip pans by May 10th, 2007.
 - Canopy Conduit Enclosure by May 10th, 2007.

Irving & Damen:

- Shop drawings
 - Station House Stairs /Auxiliary exit, stairs, grillage, decking, by March 1st, 2007.
 - Platform Guard Rails by April 13th, 2007.
 - Stainless steel Grillage by June 8th, 2007.
 - Canopy Roof deck/Rehabilitated steel by May 3rd, 2007
 - Gap Enclosure by Feb 1st, 2008.
 - Drip pans by July 2nd 2007.
 - Canopy Conduit Enclosure by August 22nd, 2007.

Installation to be done per the following dates:

| Location | Description | Duration (days) | Start |
|---|--|-----------------|------------|
| Stations | Anchor bolt and embed delivery | | 12/15/2006 |
| 17 | Lintels building/Elevator & various misc. metals for the work. | | 4/1/2007 |
| | Lintels building/Elevator & various misc. metals for the work. | | 2/7/2008 |
| Reinhabilitate Existing Canopies | | | |
| | Re-Install NB Canopy on New Stringers | 12 | 6/22/2007 |
| | Rehab steel componenets w/like pieces - canopies | 15 | 6/22/2007 |
| | Re-install end return on NB Canopy | 3 | 7/12/2007 |
| | Install new sheet metal backing | 16 | 7/30/2007 |
| | Install new metal decking | 16 | 7/30/2007 |
| Platform Finishes | | | |
| | Install platform guardrails | 20 | 6/22/2007 |
| | Install windbreaks | 6 | 7/17/2007 |
| | Install stairway railings | 5 | 7/24/2007 |
| | Install sign supports | 4 | 7/24/2007 |
| | Install light poles | 2 | 7/24/2007 |
| | Install Gap fillers | 4 | 7/24/2007 |
| | Install Canopy Conduit Enclosure frame | 12 | 8/21/2007 |
| | Install Canopy Conduit Enclosure cover plates | 12 | 9/10/2007 |
| | Stair #1 Installation | 20 | 5/30/2007 |
| | Stair #2 Installation | 20 | 6/13/2007 |
| | Install Station house drip pan | 15 | 7/10/2007 |
| | Install stainless entry gates | 5 | 9/7/2007 |

| | | |
|--|----|-----------|
| Auxillary Exit Stairs | | |
| Structural steel roof structure | 15 | 3/23/2007 |
| Install metal stairways N. Side | 13 | 6/29/2007 |
| Install metal stairways S. Side | 13 | 7/18/2007 |
| Install Metal Fencing Enclosures | 13 | 8/6/2007 |
| Rehabilitate Existing Canopies | | |
| Rehab steel componenets w/like pieces - canopies | 10 | 6/18/2007 |
| Install new sheet metal backing | 20 | 7/9/2007 |
| Install new metal decking | 15 | 7/9/2007 |
| Platform Finishes | | |
| Install platform guardrails | 20 | 6/25/2007 |
| Install windbreaks | 6 | 7/18/2007 |
| Install stairway railings | 5 | 7/25/2007 |
| Install sign supports | 4 | 7/25/2007 |
| Install light poles | 15 | 7/25/2007 |
| Install Gap fillers | 10 | 7/25/2007 |
| Install Canopy Conduit Enclosure frame | 14 | 8/22/2007 |
| Install Canopy Conduit Enclosure cover plates | 20 | 7/12/2007 |
| Stair #1 Installation | 20 | 6/28/2007 |
| Stair #2 Installation | 17 | 6/28/2007 |
| Install Station house drip pan | 15 | 7/10/2007 |
| Install stainless entry gates | 5 | 9/11/2006 |
| Auxillary Exit Stairs#3 | | |
| Strutural steel roof structure | 10 | 5/19/2007 |
| Install metal stairways | 15 | 7/21/2007 |
| Install Metal Fencing Enclosures | 15 | 8/5/2007 |
| Auxillary Exit Stairs#4 | | |
| Strutural steel roof structure | 15 | 5/29/2007 |
| Install metal stairways | 13 | 8/5/2007 |
| Install Metal Fencing Enclosures | 13 | 8/20/2007 |
| Rehabilitate Existing Canopies | | |
| Rehab steel componenets w/like pieces - canopies | 15 | 2/26/2008 |
| Install new sheet metal backing | 20 | 4/8/2008 |
| Install new metal decking | 20 | 4/8/2008 |
| Platform Finishes | | |
| Install platform guardrails | 30 | 3/25/2008 |
| Install windbreaks | 6 | 3/25/2008 |
| Install stairway railings | 10 | 5/6/2008 |
| Install sign supports | 10 | 5/6/2008 |
| Install light poles | 15 | 3/25/2008 |
| Install Gap fillers | 10 | 5/6/2008 |
| Install Canopy Conduit Enclosure frame | 20 | 5/6/2008 |
| Install Canopy Conduit Enclosure cover plates | 10 | 6/18/2008 |

| | | |
|--|----|-----------|
| Stair #1 Installation | 14 | 3/31/2008 |
| Stair #2 Installation | 15 | 4/18/2008 |
| Install Station house drip pan | 15 | 6/25/2008 |
| Install stainless entry gates | 2 | 7/24/2008 |
| Auxillary Exit Stairs#3 | | |
| Structural steel roof structure | 15 | 4/9/2008 |
| Install metal stairways | 15 | 5/9/2008 |
| Install Metal Fencing Enclosures | 15 | 6/2/2008 |
| Auxillary Exit Stairs#4 | | |
| Structural steel roof structure | 15 | 4/30/2008 |
| Install metal stairways | 15 | 6/2/2008 |
| Install Metal Fencing Enclosures | 15 | 6/23/2008 |
| Rehabilitate Existing Canopies | | |
| Rehab steel componenets w/like pieces - canopies | 15 | 2/29/2008 |
| Install new sheet metal backing | 20 | 4/11/2008 |
| Install new metal decking | 20 | 4/11/2008 |
| Platform Finishes | | |
| Install platform guardrails | 20 | 4/11/2008 |
| Install windbreaks | 20 | 3/28/2008 |
| Install stairway railings | 10 | 5/9/2008 |
| Install sign supports | 5 | 5/9/2008 |
| Install light poles | 10 | 3/28/2008 |
| Install Gap fillers | 10 | 5/9/2008 |
| Install Canopy Conduit Enclosure frame | 15 | 5/9/2008 |
| Install Canopy Conduit Enclosure cover plates | 5 | 6/23/2008 |
| Stair #1 Installation | 19 | 2/27/2008 |
| Stair #2 Installation | 15 | 5/2/2008 |
| Install Station house drip pan | 15 | 5/2/2008 |
| Install stainless entry gates | 5 | 6/23/2008 |
| Auxillary Exit Stairs#3 | | |
| Structural steel roof structure | 20 | 3/27/2008 |
| Install metal stairways | 15 | 5/8/2008 |
| Install Metal Fencing Enclosures | 15 | 5/30/2008 |
| Auxillary Exit Stairs#4 | | |
| Structural steel roof structure | 20 | 4/24/2008 |
| Install metal stairways | 15 | 5/30/2008 |
| Install Metal Fencing Enclosures | 15 | 6/20/2008 |

Maintenance of Traffic. Maintenance of traffic to be done by the Contractor for mutually agreed schedule durations with 2 weeks advance notice. Any additional Maintenance of Traffic due to subcontractor not completing their work in a timely manner to be the responsibility of the subcontractor.

Subcontractor certifies and agrees that he has examined the Prime Contract (including all plans, specifications and documents referred to therein or made a part thereof) and that he is bound by and will cause all of his subcontractors to be bound by all parts and provisions thereof insofar as they relate directly or indirectly in any way to the Subcontract Work.

Article 3 Subcontractor agrees to make any and all changes and perform any and all changed, extra or additional work ordered by Contractor at reasonable additions to or deductions from the Subcontract price and on the following conditions:

Subcontractor shall not be entitled to any additional compensation in connection with any changed or extra or additional work unless a written order therefore is issued by Contractor to Subcontractor prior to the doing of such changed or extra or additional work. In the event Subcontractor and Contractor cannot agree as to the credit or charge for any extra or additional work, Subcontractor agrees, if ordered in writing by Contractor, to do such extra or additional work for Subcontractor's actual cost of labor, material and insurance plus 15% (or such lesser percentage as is provided in the Prime Contract) to compensate him for his overhead, profit and other items of cost. In the event Subcontractor and Contractor cannot agree as to whether certain work is Subcontract Work or whether it is changed or extra or additional work, on written order by Contractor to do such work Subcontractor shall immediately proceed therewith and if it is later determined that such work is extra or additional work Subcontractor shall be compensated therefore as here provided.

Article 4 Subcontractor agrees to be bound, to the same extent that Contractor is bound, by all rulings or decisions of the Owner's representative (such representative referred to hereinafter as "Architect", whether designated by Owner as architect, engineer or in some other manner) or other person, court, body or arbitrator insofar as such rulings or decisions pertain to the Subcontract Work or to the Contractor's obligations in reference thereto and that such ruling or decisions shall be final and binding. Subcontractor's rights and remedies shall be limited to those set forth in this Subcontract. If this Subcontract is inconsistent with any obligation imposed on the Subcontractor by the Prime Agreement, this Subcontract shall prevail.

Article 5 Subcontractor agrees to take and be responsible for all field measurements, elevations and grades; to obtain and pay for permits, inspection tests and licenses; and to furnish all shop drawings, setting plans and working programs pertaining or incidental to the Subcontract Work without cost to Contractor. In this connection Subcontractor agrees that approval of drawings shall relieve Subcontractor from responsibility for the proper fitting and construction of Subcontract Work or for the furnishing of material or labor which may be required but which are not indicated on the drawings approved, it being the intention of the parties that the responsibility for the proper fitting and construction of Subcontractor Work and for the correctness of drawings shall be upon Subcontractor and that any loss resulting from errors in respect thereto shall be borne by the Subcontractor. Performance by the Contractor or any of his subcontractors of the Subcontract Work shall constitute an acceptance of any prior work to which the Subcontract Work relates or attaches.

Article 6 Subcontractor agrees to remove immediately all defective work or materials condemned by the Owner, Architect or Engineer and to rebuild or refurnish same, without additional charge or other compensation, immediately upon being instructed to do so by Contractor.

Article 7 Subcontractor agrees that time is of the essence of this agreement. Subcontractor shall provide for his work promptly and shall start work when construction has reached the point where Subcontractor can start work and carry on said work promptly, with dispatch and in coordination with other work on the project to the satisfaction of Contractor and Owner. Subcontractor shall prosecute his work without delaying other branches of work and, on order from Contractor, to do certain parts of his work in reference to others. Subcontractor agrees that any damages arising from his failure to timely perform this agreement may be deducted from unpaid subcontract price, or if such damages exceed the unpaid subcontract price, Subcontractor shall pay such damages to Contractor on demand. If Subcontractor is delayed in the performance of his work Subcontractor shall, within forty-eight (48) hours beginning to incur such delay, give notice thereof in writing to Contractor. If, and only if, an extension of time is granted to Subcontractor by the Owner, then Contractor will grant Subcontractor a similar extension to the extent that same is allowed for delay by Subcontractor. No delay or suspension of the Subcontract Work, even if caused by Contractor, shall operate to entitle Contractor: 1) to terminate this Subcontract; 2) to be paid for additional costs of office overhead, field overhead, tool or equipment or labor or material cost escalation, or other compensation, or loss of manpower productivity; 3) to recover damages; or 4) to any extension other than an extension of time for completion of the Subcontract Work equal to the period of such delay or suspension.

Article 8 Subcontractor agrees that neither he nor any of his subcontractors will employ any labor which will cause a conflict with other labor employed at the site or whose employment on the work may be objected to by Contractor, Architect or Owner. Subcontractor covenants and warrants that all of the on-site Subcontract Work shall be performed by a contractor that is signatory to a collective bargaining agreement with the Chicago and Cook County Construction and Building Trades Council or with a local union bound therewith.

Article 9 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Contractor's Insureds (as defined in the Prime Contract), such other parties as are designated on Schedule "B" and their respective

Contractors, officers, agents and employees, successors and assigns from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees and other litigation costs arising out of or resulting from the performance of the Subcontract Work, provided that any such claim, loss or expense (1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of any property (other than the Subcontract Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent act or omission of the Subcontractor, any of his subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this clause.

The obligations of the Subcontractor under this Article 9 shall not extend to claims, damages, losses and expenses which are primarily the result of negligence of the Contractor, Owner or Owner's Consultants.

Claims against any person or entity indemnified under this Article 9 by an employee of the Subcontractor, the Subcontractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 9 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or the Subcontractor's subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Article 10 Subcontractor agrees to obtain and submit to Contractor, and to cause all of its subcontractors to obtain and submit to Contractor, within seven (7) days of the date hereof and in any event before commencing work hereunder policies or certificates of insurance issued by a company or companies acceptable to Contractor showing the insurance coverage required by Schedule "B" (Insurance Requirements Bulletin), attached hereto.

Each of the aforesaid policies shall name Contractor and such other parties designated on Schedule "B" as additional insured parties and shall provide that it is primary to any general liability insurance maintained by Contractor or any other additional insured party and that it may not be canceled or changed except upon thirty (30) days notice in writing to Contractor. In the event of cancellation or expiration of said policies or any of them, Subcontractor shall replace same in companies satisfactory to Contractor not less than three (3) days prior to cancellation becoming effective. If Subcontractor fails to submit policies or certificates or fails to replace insurance as herein provided, Contractor may, if it so desires, take such steps as it deems necessary or expedient to obtain such insurance protection and charge the cost and premiums incurred to Subcontractor.

Builder's Risk Insurance purchased and maintained by Owner or Contractor will contain a provision for a deductible amount. In the event of loss affecting only the Subcontract Work, Subcontractor shall bear the burden of such deductible. In the event more than one subcontractor suffers a loss in a single occurrence, the subcontractors involved shall share the deductible in proportion to their respective

Article 11 Subcontractor agrees to pay, at its own expense, all Sales Taxes, Use Taxes, Occupational Taxes, Excise Taxes, Old Age Benefit and Unemployment Compensation Taxes and License and Permit Fees imposed on or in connection with the material, labor or work to be furnished or done by Subcontractor hereunder as required by any applicable statute or ordinance of the United States or any State, Foreign Government or Municipality.

Article 12. Subcontractor agrees to furnish and pay for a performance and payment bond with corporate surety satisfactory to Contractor in the form attached in the amount of \$ 4,260,000.00. No charge or alteration of the terms or provisions of this agreement, or extension of time or premature payment or over-payment to Subcontractor, shall in any way operate to release the surety from its performance or payment bond or bonds.

Article 13. Contractor agrees that if Subcontractor shall well and faithfully do and perform each of the things herein provided to be done and performed by Subcontractor, Contractor will pay Subcontractor the sum of **Four Million Two Hundred Sixty Thousand and 00/100** Dollars (\$ 4,260,000.00), plus the amount of any changed, extra or additional work ordered as above provided less the amount of any eliminated work or changed work reducing Subcontractor's price at the times and upon conditions as follows:

(1) Ninety percent (90 %) of the Subcontract value of labor and material which has been placed in position shall be paid to the Subcontractor on or about the 15th day of the month following the later of the month in which such labor and materials were placed in position or the month in which payment has been received from the Owner on account of the Subcontract Work provided Subcontractor shall have complied with provisions of Article 15 hereof.

The difference between Ninety percent (90 %) of the said Subcontract value of said labor and material and the total amount to which Subcontractor shall become entitled shall be withheld by Contractor as retainage until the entire project has been completed and accepted by the Owner and the Owner has paid Contractor the entire balance of the Prime Contract price. It is agreed that the stated Subcontract price is a firm price and not subject to modification because of changes in the cost of labor or materials or for any other reason except those herein stated. It is further agreed that no payment made under this agreement shall constitute an admission of the performance of this agreement, either in whole or in part, and no payment shall be construed to be

of acceptance of defective or improper work or materials. Contractor's obligation to make any payment to Subcontractor for subcontract Work is conditioned upon Contractor's receipt of payment from the Owner for the Subcontract Work.

Article 14. If any imperfect workmanship, material, or other fault or defect appears in Subcontractor's Work within one (1) year after the later of completion and acceptance of the Subcontract Work by Owner or completion and acceptance of the Project by the Owner, or within such longer period as the Prime Contract, Contract Documents or any other provision of this agreement may provide, Subcontractor shall, within seven (7) days after notice thereof, make good any such fault or defect at his own expense and upon his promise to do so Contractor may do such work and correct such fault or defect and recover from Subcontractor the cost thereof plus cost of such costs for supervision overhead and profit, together with any damages suffered by Contractor.

Article 15. Subcontractor agrees to furnish and deliver to Contractor partial waivers of lien of Subcontractor and of all his subcontractors, suppliers and subcontractors prior to the receipt of any partial payment, if Contractor requires. Subcontractor agrees, concurrently with final payment by Contractor, to turn the Subcontract Work over to Contractor free and clear of all claims, encumbrances and liens in connection with or growing out of the Subcontract Work and to indemnify and save Contractor and Owner harmless from such claims, encumbrances and liens. In the event of failure of Subcontractor to pay for any materials or labor or other items used in the prosecution of the Subcontract Work Contractor may, at its option and without prior notice to Subcontractor, pay for such claim or claims and charge the amounts paid to Subcontractor, or retain out of monies at any time due Subcontractor a sum sufficient to pay all persons who have performed labor or furnished materials for the Subcontract Work, until satisfactory evidence is furnished to Contractor that such obligations have been fully satisfied and waivers of lien therefore have been delivered to Contractor. In any case suit to establish or enforce any claim or lien is brought by any person, firm or corporation who furnished or claims to have furnished any material or labor or other thing in connection with the Subcontract Work Subcontractor will, at his own expense, defend the suit and pay any judgment entered in connection therewith. If Contractor so requests, Subcontractor agrees, pending determination of the validity of any lien or claim of lien made in connection with the Subcontract Work, to furnish bond to stand as security for such claim in lieu of the claimed lien upon the Owner's premises. Subcontractor, and each subcontractor and supplier of Subcontractor, shall, upon request by Contractor, furnish Contractor from time to time with itemized sworn statements giving the nature of each and every person, firm or corporation to which Subcontractor is indebted in connection with the Subcontract Work and the nature of such indebtedness and amount due each.

Article 16. Subcontractor shall keep the premises and the surrounding area free from accumulation of waste materials, rubbish, trim and surplus material caused by the performance of the Subcontractor Work. Should Subcontractor fail to keep the premises free from such accumulation, as directed, then Contractor may, at its option, cause same to be removed and charge the expense of such removal to Subcontractor.

Article 17. If Subcontractor should fail or default in the performance of any of his obligations under this agreement and if such failure or default should continue for a period of twenty four hours after notice in writing from Contractor to Subcontractor to correct such failure or default, Contractor may, at its option, terminate Subcontractor's right to proceed with the Subcontract Work, or any part thereof, and enter upon such terminated work and, either by its own forces or by the employment of other persons, do the work so terminated upon. In the event of such termination, in whole or in part, the cost of doing such work or correcting such failure or default shall be paid by Subcontractor to Contractor. Such cost may be deducted from the unpaid contract price, if same is sufficient, and if not Subcontractor will immediately, upon demand by Contractor, pay Contractor such costs plus fifteen percent (15%) of such costs for supervision, overhead and profit. In the event that there is a final determination that Subcontractor's termination for cause was wrongful, such termination shall be treated as a termination for convenience.

Article 18. If Subcontractor should be adjudged a bankrupt or should make a general assignment for the benefit of creditors or if a receiver should be appointed for Subcontractor, Contractor may, at its option, take over and complete the Subcontract Work and take possession of the premises and of all materials, tools and appliances thereon and finish the Subcontract Work by whatever method Contractor may deem expedient. In such case Subcontractor shall not be entitled to receive any further payment until the Subcontract Work is finished and all obligations in reference thereto have been paid. If the unpaid Subcontract balance shall exceed the expense of finishing the Subcontract Work, including compensation for additional management and administrative services and Subcontractor's outstanding obligations, such excess shall be paid to Subcontractor after Contractor has been paid in full by Owner. If such expense and charges shall exceed the subcontract balance, Subcontractor shall pay the difference to Contractor.

Article 19. The Contractor may, at any time, terminate this agreement for the Contractor's convenience and without cause in whole or in part. Upon receipt of notice from the Contractor of such termination, the Subcontractor shall:

- (1) cease operations as directed by the Contractor in the notice;
- (2) take actions necessary, or that the Contractor may direct, for the protection and preservation of the Subcontract Work; and
- (3) except for Subcontract Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

Upon such termination, the Subcontractor shall recover as its sole compensation payment for Subcontract Work properly performed prior to termination and costs necessarily incurred in connection with cancellation and demobilization.

Article 20. The words "he", "him" and "his" when used in reference to Subcontractor refer to Subcontractor whether an individual, partnership, corporation or some other legal entity.

Article 21. Subcontractor shall not assign or transfer or sublet this agreement, or any part thereof, or any money due or to become due hereunder, without the prior written consent of Contractor.

Article 22. The parties agree that if any provision of this agreement shall be held to be invalid, such invalidity shall not render the entire agreement invalid. The parties agree that this writing constitutes the entire agreement between them, and that all prior negotiations and agreements are merged herein. In the event of inconsistency between any provision of this agreement and any contract or plan herein referred to, this agreement shall control.

Article 23. Any dispute between Subcontractor and Contractor shall, at Contractor's sole option, be decided (1) by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or (2) by litigation in any state court located in Chicago, Illinois. Contractor and Subcontractor hereby consent to jurisdiction and venue in Chicago, Illinois. If the dispute is decided by arbitration, the award of the arbitrator(s) shall be final and judgment may be entered on it in any court of competent jurisdiction. In the event of any dispute, whether decided by arbitration or litigation, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs from the non-prevailing party. In any dispute for monetary damages, the party seeking the monetary damages shall be deemed the non-prevailing party unless it recovers 75% or more of the original amount sought.

Article 24. The Subcontractor shall meet the approval of the Architect and Owner. This Subcontract shall not be binding upon the Subcontractor until such time as this Subcontract and the Subcontractor have been approved by the Owner. If the Contractor is unable to obtain the Owner's approval of this Subcontract or the Subcontractor, it shall then be terminated without liability or obligations of the Contractor to the Subcontractor.

Article 25. Subcontractor shall cooperate continuously with Contractor in the implementation by Contractor of a safety program, and shall comply with all reasonable requests made and directives issued by Contractor's Safety Staff in its efforts to ensure the safe prosecution of the work.

Any safety deficiencies will be corrected immediately by Subcontractor; deficiencies not corrected within 24 hours of written notification will be corrected by the Contractor and the costs of correcting such deficiencies shall be paid by the Subcontractor. Subcontractor shall conduct its activities on site in a manner consistent with Contractor's Safety Program Principles, attached hereto as Exhibit A, and shall be subject to penalties applicable to Rule Violations described in the list of Rule Violations and Penalties attached hereto as Exhibit A-1.

Article 26. Subcontractor shall use best efforts to cause the hours worked on the Project by its work force (and by the work force of its subcontractors, if any) to include not less than the following percentages of hours by minorities and women:

- | | |
|---------------|-------|
| 1. Minorities | 19.6% |
| 2. Females | 6.9% |

Subcontractor shall submit four copies of its certified payroll to Contractor within five working days after each weekly pay period. Payrolls must be submitted on CD Rom in the same format as the WH-347 as well as hard copies. The CD Rom must include a copy of information in .DBF format.

The Monthly Construction Report must breakdown your payrolls by Journeyworker, Apprentice and Laborer hours. The report must breakdown all of your Minority Journeyworker, Apprentice and Laborers hours and Women hours as well. In addition you must include the percentages for Minorities and Women in each category.

Subcontractor shall include not less than the following percentages of DBE participation in the Subcontract Work:

Disadvantaged Business Enterprise 0%

Subcontractor guarantees that City of Chicago DBE firms being utilized for this participation will maintain this certification for the duration of the work. In the event any assessment is made against Contractor for any deficiency in the required participation by DBE, an allocation of such assessment shall be made and charged to Subcontractor to the extent, if any, that the assessment is attributable to Subcontractor's failure to comply with the participation requirements set forth herein.


Agreement shall be binding and inure to the benefit of the respective heirs, executors, administrators and successors of the

WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date above written.

EMCO METALWORKS INC.

(Subcontractor)

By:


_____

Title

JAMES McHUGH CONSTRUCTION CO.

By:



Bruce E. Lake, its President

MLG

4. The Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Subcontractor's non-compliance with the non-discrimination clauses of this Contract or with any of the rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Subcontractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other conditions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
7. The Subcontractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraph 1 through 7 in every subcontract or purchase order, unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, and that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including conditions for non-compliance provided, however, that in the event a subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

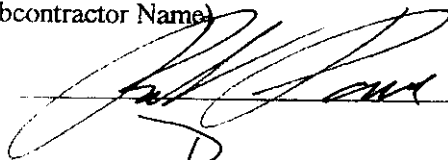
EMCO Metalworks Inc.

(Subcontractor Name)

By:

Its:

Date:



Pres.

4/10/07

Ravenswood (BROWN LINE) Expansion Project
 Damen, Montrose, Irving Park, and Addison Stations
 Specification No. 8060-04

Schedule "A"
 Contract Document Drawing List

Dated September 11, 2006

| Document No. | Document Title | Date Issued | Addendum |
|--|--|-------------|----------|
| General Table of Contents | | | |
| Part 1 | Bidding and Contract Requirements | | |
| Cover Sheet | | Nov-95 | |
| Part 1 | Bidding Requirements | | |
| Article 1 | Invitations for Bids | 1/7/2005 | |
| Article 2 | Instructions to Bidders | 1/7/2005 | |
| Article 3 | Information Available to Bidders | 1/7/2005 | |
| Part 2 | General Conditions | 1/7/2005 | |
| Article 1 | General | 1/7/2005 | |
| Article 2 | Property | 1/7/2005 | |
| Article 3 | Subcontracting and Assignment | 1/7/2005 | |
| Article 4 | Quality of Workmanship, Equipment, and Materials | 1/7/2005 | |
| Article 5 | Testing and Inspection | 1/7/2005 | |
| Article 6 | Contractor's Quality Program Requirements | 1/7/2005 | |
| Article 7 | Personnel | 1/7/2005 | |
| Article 8 | Time | 1/7/2005 | |
| Article 9 | Payments | 1/7/2005 | |
| Article 10 | Changes in the Work | 1/7/2005 | |
| Article 11 | Shop Drawings, Product Data, and Samples | 1/7/2005 | |
| Article 12 | As-Built Documents and Project Account Records | 1/7/2005 | |
| Article 13 | Substantial Completion and Closeout Procedures | 1/7/2005 | |
| Article 14 | Protection of Persons and Property | 1/7/2005 | |
| Article 15 | Insurance, Indemnity, and Bonds | 1/7/2005 | |
| Article 16 | Disputes | 1/7/2005 | |
| Article 17 | Default and Termination | 1/7/2005 | |
| Article 18 | Compliance with all Laws | 1/7/2005 | |
| Part 3 | Special Conditions | 1/7/2005 | |
| Article 1 | Disadvantage Business Enterprise Commitment | 1/7/2005 | |
| Article 2 | Insurance and Bond Requirements | 1/7/2005 | |
| Article 3 | Wage Rates | 1/7/2005 | |
| Article 4 | Contractor's Quality Program Requirements | 1/7/2005 | |
| Part 4 | Forms and Bidding | 2/22/2005 | |
| Attachment A | Cert. of Primary Participant Regarding Debarment, Suspension, and Other | 5/3/2006 | |
| Attachment B | Cerification of Lower-Tier Participant Regarding Debarment, Suspension, Ineligibility, | 1/7/2005 | |
| Attachment C | Cerification for Contracts, Grants, Loans, and Cooperative Agreements (Lobby | 1/7/2005 | |
| Attachment D | Certifications Regarding a Drug Free Workplace | 1/7/2005 | |
| Attachment E | Buy American Certification | 1/7/2005 | |
| Attachment F | DBE Forms and Schedules: | 1/7/2005 | |
| | Bidders List | 1/7/2005 | |
| | Schedule B.- Affidavit of DBE/Non-DBE Joint Venture | 1/7/2005 | |
| | Schedule C.- Letter of Intent From DBE to Perform as Subcontractor, Supplier, | 1/7/2005 | |
| | Schedule D.- DBE Utilization Plan Affidavit of Prime Contractor | 1/7/2005 | |
| Attachment G | Disclosure of Ownership and Interests Affidavit | 1/7/2005 | |
| Attachment H | Contractor's Lump Sum Bid | 4/18/2004 | |
| Attachment I | Bidder's Signature Page | 1/7/2005 | |
| Attachment J | CTA Acceptance Page | 1/7/2005 | |
| Division 1 General Requirements | | | |
| Section 01020 | Allowances | 4/18/2006 | |
| Section 01110 | Summary of work | 1/7/2005 | |
| Section 01180 | Project Utility Sources | 1/7/2005 | |
| Section 01291 | Applcations and Cerificates for Payment | 1/7/2005 | |
| Section 01310 | Project Management and Coordination | 1/7/2005 | 1 |
| Section 01315 | Project Meetings | 1/7/2005 | |

| | |
|---|----------------------------|
| Contract Amount as of work completion date | \$4,548,436.26 |
| Amount Paid To date | 3,932,363.51 |
| Difference | <u>\$616,073.51</u> |
| Extra Work unbilled or Unpaid | \$146,974.24 |
| | <u>\$763,047.99</u> |
| Increased labor cost due to failure of others To perform their work in a timely manner | \$500,000.97 |
| Amount of Lien Filed | \$1,263,048.96 |



NOTICE OF CLAIM FOR LIEN AGAINST PUBLIC FUNDS

Pursuant to Section 23 of the Illinois Mechanic's Lien Act(770 ILCS 60/23)

HAND DELIVERED

Office of the Secretary
Chicago Transit Authority
57 W. Lake St
Chicago Il.

DELIVERED BY CERTIFIED MAIL

James McHugh Construction Co.
1737 S Michigan Ave
Chicago, Il. 60616

RECEIVED
CHICAGO TRANSIT AUTHORITY
09 JAN 14 AM 11:09
OFFICE OF SECRETARY
CHICAGO TRANSIT BOARD

PLEASE TAKE NOTICE that the undersigned, Emco Metalworks Co.(Emco) with its principal place of business at 1505 S. Laramie Ave. Cicero, Il. 60804 (Attention; Robert Pancoe, President) claims a lien in the sum of One Million, Two Hundred Sixty-Three Thousand, Forty-Eight and 96/xx dollars against the Chicago Transit Authority and James McHugh Construction Co.(The General Contractor) and against monies, bonds or warrants due or to become due the General Contractor having a contract with the Chicago Transit Authority ,Chicago Il. for the Reconstruction of Rail Station- Addison, Irving Park, Montrose, Damen- The Ravenswood (Brown) Line Specification No. CTA-8060-04(the "Project")

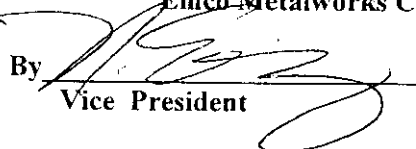
Emco acted as a subcontractor to the General Contractor. Under Emco's contract with the General Contractor, Emco furnished labor and material for metalwork on the project.

After allowances for all payments and just credits and setoffs, there remains due and owing to Emco the sum of One Million, Two-Hundred-Sixty-Three Thousand, Forty-Eight and 96/xx(\$1,263,048.96) including amounts related to change orders issued or submitted.

WHEREFORE, Emco Metalworks Co. makes a claim for lien in the sum of One Million, Two Hundred Sixty-Three Thousand Forty Eight and 96/xx dollars (\$1,263,048.96) plus interest to the extent allowed by law, for the labor and material furnished under its agreement with James McHugh Construction Co.. and for extra work requested by James McHugh Construction Co. and extra costs and change orders as described above, against the money, bond and warrants due or to become due Emco and James McHugh Construction Co. from Chicago, Transit Authority Chicago, Il. pursuant to the Illinois Mechanic's Lien Act, including without limitation Section 23 of the Public Lien Act(770 ILCS 60/23)

Dated this Thirteenth Day of January, 2009

Emco Metalworks Co.

By 
Vice President

EXHIBIT



