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2001-12-07 11:36:39

Cook County Recorder 25.50

CONTRACT
BY AND BETWEEN
MACON CONSTRUCTION
AND
McDONAGH CONCRETE
Woodridge, Illinois

FOR THE PROPERTY LOCATED AT

3408 NORTH SOUTHPORT
CHICAGO, ILLINOIS 60613

LEGAL DESCRIPTION:

LOT 28 IN BLOCK 8 IN LANE PARK ADDITION TO LAKEVIEW IN SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 3408 North Southport, Chicago, Illinois
P.I.N.: 14-20-311-031-0000

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3408 North Southport – Mixed Use Development

Subcontractor Agreement – Concrete 11159067

This Agreement made the 6th day of Aug., 2001, by and between McDonagh Concrete, Woodridge, IL (630) 910-0553, hereinafter called the Subcontractor, and Macon Construction Group, Inc., herein called the Builder. Witnesseth, that the Subcontractor and the Owner, for the considerations named, agree as follows:

Article 1. Scope of Work

The Subcontractor shall furnish all of the materials and perform all of the work shown on the Drawings by Sullivan Goulette Architects, as annexed hereto as it pertains to work to be performed on the property at 3408 North Southport, Chicago, Illinois, including but not limited to:

- Complete concrete footings, foundations, piers, and interior slabs for the above mentioned Mixed-Use project
 - All footings per plan, including steel reinforcing, and vertical bars to connect foundation/demising walls
 - All foundation walls per plan including, including steel reinforcing, and vertical bars to connect foundation walls/bearing walls
 - All concrete piers per plan, including (4) locations at East Elevation
 - All interior slabs per plan, including
 - Interior Slab on Grade per plan
 - Garage Slab per plan, with gas curb
 - Rear Parking Area (~1,000 square feet) per plan, 5" thickness
 - Interior Sidewalks per plan
 - Remove/Replace City Sidewalks (~400 square feet)
 - All slabs with 6" crushed gravel, moisture barrier, and wire mesh, per plan
 - Subcontractor responsible for providing water seal, along all foundation walls, prior to backfill
 - Subcontractor responsible for clean up of all concrete debris from site
- Contract does not include any sidewalks, patios, retaining walls, driveways, or stairs

Article 2. Time of Completion

The work to be performed under this Agreement shall commence the week of upon Receipt of F.P., 2001, and shall be substantially completed according to the following work schedule:

- Work to be completed as soon as possible, time is of the essence

Article 3. The Contract Price

The Contractor shall pay the Subcontractor for the material and labor to be performed under this Agreement as follows:

- The total contract price shall be Thirty Eight Thousand and 00/100 Dollars (\$38,000.00) or based on a percentage of the work completed, subject to additions and deductions pursuant to authorized Change Orders.

Article 4. Progress Payments

Payments of the Contract Price shall be paid according to monthly construction draws.

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Article 5. General Provisions

- 1) All work to be completed in a workmanship like manner and in compliance with all Building Codes and other applicable laws.
- 2) To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- 3) Subcontractor shall furnish Owner with appropriate releases or waivers of lien for all work performed and materials provided prior to each periodic payment.
- 4) All change orders shall be in writing and signed by both the Owner and Subcontractor.
- 5) Subcontractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Subcontractor or its employees or subcontractors. Subcontractor shall provide Owner with adequate proof of commercial liability insurance, including coverage for workmen's compensation.
- 6) Subcontractor shall, at its own expense, obtain all permits necessary for the work to be performed.
- 7) Subcontractor agrees to remove all debris and leave the premises in broom clean condition. Dumpsters provided by others
- 8) In the event the Owner shall fail to pay any periodic or installment payment due hereunder, Subcontractor may cease work without breach pending payment or resolution of any dispute.
- 9) All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
- 10) Subcontractor warrants all work/materials for a period of one (1) year.
- 11) Subcontractor agrees to follow all guidelines relating to jobsite safety, and compliance with OSHA, to the extent that the General Contractor will not be held responsible for any fines resulting from the subcontractor's failure to meet these guidelines
- 12) General Contractor/Owner shall hold no responsibility for subcontractor's building materials, tools, equipment, or personal belongings on the jobsite

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Article 6. Other Terms

Subcontractor shall provide a certificate of insurance, naming the following parties as additional insured, prior to commencing any work on the site:

- Macon Construction Group, Inc. (General Contractor)
- Utopia LLC (Owner)
- Matthew Wilbur

Subcontractors must carry a minimum of \$1,000,000.00 liability coverage, and \$2,000,000.00 aggregate, and have their own workman's compensation paid up to date.

Signed under seal this 6th day of Aug, 2001.

MC DONAGH CONCRETE
Subcontractor

By: Michael Malone

Macon Construction Group, Inc.

By: [Signature]
Matthew J Wilbur, President