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Cook County Recorder 35.50



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**CONTRACT  
BY AND BETWEEN  
MACON CONSTRUCTION  
AND  
SULLIVAN COULETTE, LTD.  
750 North Franklin  
Suite 203  
Chicago, Illinois 60610**

**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 28, 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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March 28, 2001

Mr. Matt Wilbur  
**Macon Construction**  
3738 N. Southport  
Chicago, IL 60613-1219  
BY FAX 773.929.7821

Re: 3408 N. Southport

Dear Matt:

Thank you for your interest in working with Sullivan Goulette Ltd. on your upcoming project. With this letter we are pleased to present our proposal to provide Architectural Services.

In the following pages we will summarize the project scope, the scope of services we propose to provide, and the proposed fees and production schedule.

### *Project Scope*

The project scope generally consists of the development of the property at 3408 N. Southport in Chicago, with a 4 story mixed-use business and residential building. The property is zoned B2-2, and no zoning changes, exceptions, or variations will be sought. The project will be a version of the Sullivan Goulette design for 1532 W. Fullerton, modified as required (and as discussed) to suit the new site, as follows: Shorten building to accommodate 35' rear yard; enlarge business space to accommodate new mandate of 25% of lot area; delete access to roof; delete basement. The project will be designed in conformance with the 2000 Chicago Building Code and the 2000 Chicago Zoning Code, and published revisions up to the date of this contract. Construction type will be Type IIIB per the Chicago Building Code.

### *Scope of Services*

The scope of Architectural Services covered by this proposal is in accordance with the American Institute of Architects Standard Owner/Architect Agreement, B141, 1987 edition, unless herein noted otherwise, including Schematic Design through Contract Administration.

The following will outline the basic phases of our services:

#### **Schematic Design:**

We will work with you to develop alternative design schemes, and help you select the scheme best suited to your requirements.

#### **Design Development:**

Once the overall design is established, we will work with you to refine the details of the project. Preliminary reviews will be held with Mayor's Office of People with Disabilities,

SULLIVAN

GOULETTE

LTD.

750

NORTH

FRANKLIN

SUITE 203

CHICAGO

ILLINOIS

60610

PHONE

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FAX

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to ensure compliance.

**Construction Documents:**

Detailed construction drawings and specifications are prepared for permit, bidding and construction purposes. Coordination of the Owner's Consultants is included for Structural, Mechanical, Landscaping, and Electrical work.

**Bidding and Contract Administration**

These services, which consist of assisting you in your solicitation of bids from general contractors or subcontractors for the work, assisting you by providing clarification of documents and evaluation of proposals, making site visits to monitor the general progress and quality of the work, providing field reports, punch lists and other actions deemed necessary to achieve the full intention of the design, and providing review of shop drawings and payouts, are not considered to fall under the scope of basic Architectural Services and proposed fees. They can be provided to the Owner on request, as an Additional Service, on an hourly basis per the attached fee schedule.

We would like to note the following specific items which are not considered to fall under the scope of basic Architectural Services and proposed fees:

- A. Submission for or procurement of the general building permit. We suggest that this be handled by a permit expediter.
- B. Selections and procurement of interior finishes, appliances, fixtures, fittings, furnishings and hardware. These will be Owner-selected and provided.
- C. Any services related to customizing particular units per Owner or Purchaser requests.
- D. Providing models, renderings or perspective renderings beyond those generated as part of the Schematic Design Phase described above, or marketing drawings. These services can be provided to the Owner on request, as an Additional Service, on an hourly basis per the attached fee schedule.
- E. Landscape design services, drawings, and coordination. City ordinance stipulates that a licensed landscape architect must prepare and sign the landscape drawings.
- F. Submission for, or procurement of, permits beyond the general building permit, e.g. sprinkler permits, sewer permits, etc. These will be the responsibility of the general contractor and the trade subcontractors.
- G. Job safety, means or methods of construction, and third party lawsuits for which we have no control.
- H. Any sub-grade or underground conditions involving toxic wastes or any chemical condition.
- I. Obtaining a survey updated to within 60 days of permit issue date, and associated costs; obtaining a survey indicating the relative grade levels of the site; obtaining soil borings, soils testing and reports and associated costs; and any testing as may be required by any governmental agency having jurisdiction.
- J. Coordination and/or review of outside consultant's work not included in the Scope of Services.

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ENCLOSURE

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- K. Any services relating to budgeting and cost estimating. While we always attempt to design within your budget, we are not contractors or cost estimators. For definitive budgeting and pricing, the services of a qualified contractor, cost estimator or construction manager should be retained early on in the design phase. We advise strongly that the Owner obtain preliminary pricing using the Schematic Design Drawings.
- M. Reimbursable expenses (blueprinting and reproduction charges, fax and telephone charges, messenger services, postage, mileage, and other fees paid in the interest of the project) are billed as an additional expense at 1.15 times cost. We estimate that reimbursable printing expenses could amount to as much as \$2,500.00, depending upon the number of bidding and construction prints requested by the Owner. We will take care to minimize the reimbursable expenses as much as possible.
- N. Architectural services shall include only general layout of the site, layout of mechanical and electrical systems for permit purposes only, and general coordination of building systems. All required Structural, Mechanical, Civil, Fire Prevention and Electrical engineering will be additional services contracted directly between Engineers or Design-Build Contractors and the Owner. We anticipate that the following consultants will be required: Structural Engineer.
- O. Any revisions in Drawings or Specifications inconsistent with approval or instructions previously given by the Owner, including revisions due to changes in the Owner's program, scope of work, level of construction and finish quality, or due to the Owner's budgetary concerns, will be performed only upon the Owner's written request and will be billed hourly per the attached fee schedule as an additional service.

## *Additional Terms and Conditions*

1. This proposal and contract is for the sole use of the party to whom it is addressed. No other party may use or rely upon this proposal or associated drawings without the written consent of Sullivan Goulette Ltd.
2. This proposal is valid for 60 days from the date of the proposal, and if not executed by that date, is automatically withdrawn, and subject to renegotiation.
3. The Architect shall have access to the site and building at all reasonable hours and shall be permitted to photograph the project during construction and upon completion for his records and future use.
4. The Owner agrees to credit the Architect in any and all marketing materials produced by the Owner and/or the Owner's real estate broker, including site signage, published materials, and advertising.
5. All matters in dispute involving sums not exceeding \$50,000 shall be arbitrated in accordance with the provisions of the American Institute of Architects Standard Owner/Architect Agreement, B141, 1987 edition. All matters in dispute involving sums in excess of \$50,000 shall be litigated.

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6. Anything contained in the terms and conditions of this proposal which contradicts the referenced American Institute of Architects Standard Owner/Architect Agreement, B141, 1987 edition, shall supersede the terms and conditions of the B141.

### *Compensation*

We propose to provide Architectural Services for the Schematic Design through Construction Documents Phase, as outlined above, for a fixed fee of Nine Thousand Dollars (\$9,000.00), plus reimbursable expenses.

A retainer of Four Thousand Dollars (\$4,000.00) shall be due upon the Owner's authorization of the beginning of the Schematic Design Phase, and will be applied to the final invoice.

### *Schedule of Payment*

Invoices will be submitted monthly, and will be based upon percentage of completion of each phase. Invoices are due upon receipt and are considered past due thirty business days after receipt. Invoices paid within five business days of receipt will be discounted by two percent (2%) of the invoice amount, excluding reimbursable expenses. Past due accounts will force us to cease work until the account is made current. Plans and specifications will not be released for pricing, permit or construction if there is a past due balance. Amounts unpaid thirty days after receipt of invoice shall bear interest at eighteen percent (18%) per annum. Owner shall pay Architect for all expenses (including attorney's fees) incurred in collecting any payment or interest thereon.

### *In Conclusion*

If you find the foregoing proposal satisfactory, simply sign and return a copy as authorization to proceed. We can, if you wish, also prepare a formalized agreement based on this proposal. Should you have any questions, or need additional information, we are at your service.

We would very much enjoy working with you to realize the potential of your site. Everything in our power will be done to satisfy your requirements, and to make the project enjoyable for you as well. We look forward to hearing from you soon.

Sincerely,  
Sullivan Goulette Ltd.

  
Jeffrey P. Goulette  
Vice President

Accepted: \_\_\_\_\_

Date: 4/7/01



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## Hourly Rates

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Principal	\$125.00 Per Hour
Project Manager	\$85.00 Per Hour
Draftsman	\$65.00 Per Hour

## ADDITIONAL TERMS:

- ① UPON EXECUTION OF THIS AGREEMENT, AND DEPOSIT OF \$4000.00 RETAINER, WHICH WILL OCCUR ON MONDAY APRIL 9th; ARCHITECT WILL IMMEDIATELY COMMENCE MODIFICATION OF EXISTING DRAWINGS OF 1532 W. FULERTON PROJECT, AS DESCRIBED UNDER "PROJECT SCOPE"
- ② ARCHITECTURAL DRAWINGS WILL BE FORWARDED TO SCHMITT ENGINEERING, IN CAD FORMAT, NO LATER THAN FRIDAY, APRIL 13th, FOR ENGINEER TO COMMENCE STRUCTURAL DRAWINGS.
- ③ ARCHITECT WILL HAVE PERMIT DRAWINGS, AND STAMPED PERMIT APPLICATIONS, FOR BOTH FOUNDATION AND BUILDING PERMIT SUBMITTALS, NO LATER THAN APRIL 20th, BARRING ANY DELAYS FROM EITHER ENGINEER OR DEVELOPER

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Principal	\$125.00 Per Hour
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NOTE: 1/4/07

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## ADDITIONAL SERVICES AUTHORIZATION

DATE: August 21, 2001

PROJECT: 3408 North Southport

OWNER: Matt Wilbur/Access Construction

### DESCRIPTION OF ADDITIONAL SERVICES:

Owner Requested Changes to the Drawings:

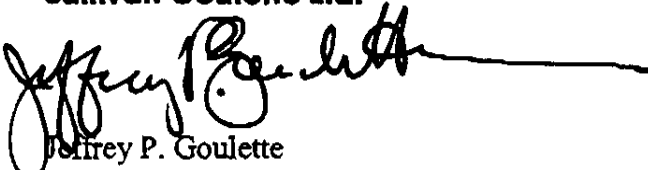
- Preparation of revised drawings

Dear Matt:

Per your request, we can perform the services described above as an Additional Service per our proposal of March 28, 2001, and as further described above. This Additional Service will be billed hourly per the attached fee schedule, plus reimbursable expenses.

Please sign and return a copy of this letter as authorization to proceed.

Sincerely,  
**Sullivan Goulette Ltd.**

  
Jeffrey P. Goulette  
Vice President

Accepted: \_\_\_\_\_

Date: 8/22/07

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