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Cook County Recorder

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**CONTRACT
BY AND BETWEEN
MACON CONSTRUCTION
AND
MIDWEST BUILDERS
4410 North Seeley, Chicago, 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



Macon Construction
3738 N. Southport Ave.
Chicago, IL 60613

3408 North Southport – Mixed Use Development

Subcontractor Agreement – Masonry

This Agreement made the 12th day of SEPT., 2001, by and between Midwest Builders, 4410 North Seeley, Chicago, IL (773) 275-2227, 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 Masonry construction of the above mentioned, Mixed-Use Project, per plan
- All Materials and Details are per plan, except for the following:
 - North, South, West Elevations, and Stair Towers, in 'Harvard Brick', Model #8 'Geneva Blend' Striated Finish
 - Face Brick, at East Elevation, in Lawrenceville Model #3-426 'Abingdon' Modular
 - Arches, and Circles, at East Elevation, in Modular Brick
 - Circular, Decorative Limestone Tag (2' Diameter) at Roof Parapet Level (to be designed)
- Finished floor heights are per plan: Floor Trusses will be 16", Top Bearing, OWJ, with 1-1/2" Gypcrete at 2nd, 3rd, and 4th Floors
- Allowance for Modular Bricks will be \$450.00/M
- Subcontractor will supply all Steel Lintels, prime painted, including 20' Structural Lintel at Garage opening
- Subcontractor to provide use of lift, to carpenters, for raising trusses and sheathing to floor decks
- All vinyl flashing, and weep holes, per plan
- Acid wash of entire building at completion of masonry construction
- Clean up of all masonry debris, including immediate clean up of each floor deck for carpenters, dumpsters provided by others
- Subcontractor is responsible for storing all blocks, bricks, and other materials, in a neat and organized manner on the jobsite
- Subcontractor is responsible for maintaining the cleanliness of the street, parkway, and alley.
- Subcontractor is responsible for providing level bearing walls for truss installation by carpenters
- Carpentry subcontractor will provide guardrails for windows, doors, and stair openings during construction

Article 2. Time of Completion

The work to be performed under this Agreement shall commence the week of ASAP., 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 One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) 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.

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

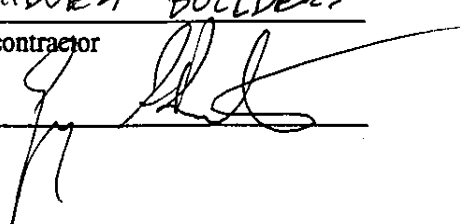
Article 6. Other Terms

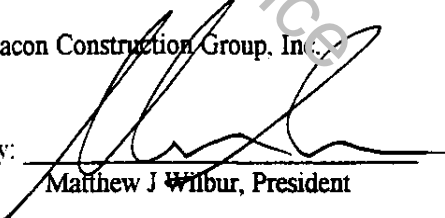
Subcontractor shall provide a certificate of insurance, naming the following parties as additional insured, prior to commencing any work on the site:

- 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 12th day of SEPT., 2001.

MIDWEST BUILDERS
 Subcontractor
 By: 

Macon Construction Group, Inc.
 By: 
 Matthew J. Wilbur, President

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

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