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Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
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## LEGAL DESCRIPTION MEMORANDUM

PREPARED BY:  
PHILIP K. GORDON  
ATTORNEY AT LAW  
809 W. 35TH ST.  
CHICAGO, IL 60609

MAIL TO:  
PHILIP K. GORDON  
ATTORNEY AT LAW  
809 W. 35TH ST.  
CHICAGO, IL 60609

This legal description memorandum is made for the purpose of recording the contract for the purchase of the real estate dated August 21, 2002 between RAYMOND J. TOPPS d/b/a TOPPS CONSTRUCTION, Seller and MIKE D'ANTONIO, JR., Purchaser, for the property commonly known as 5311 S. Mobile Avenue, Chicago, Illinois 60638 and legally described as follows:

Lot 42 in Block 16 in Bartlett Highlands being a Subdivision of the Southwest 1/4 (Except the East 1/2 thereof) of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 5311 S. MOBILE AVENUE, CHICAGO, IL 60638  
PIN: 19-08-318-005-0000

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Form A155

## CONTRACTOR AGREEMENT

THIS AGREEMENT made the 21 day of August, 2002<sup>(year)</sup> by and between Topps Construction, hereinafter called the Contractor and Mike D'Antonio Jr, hereinafter called the Owner.

Witnesseth, that the Contractor and the Owner for the considerations named agree as follows:

### Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at 5311 S. Mobile

### Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before 8-21-02<sup>(year)</sup> and shall be substantially completed on or before 12-01-02<sup>(year)</sup>. Time is of the essence. The following constitutes substantial commencement of work pursuant to this proposal and contract:  
(Specify) Contractor to reduce final cost by \$75.00 per day after 12-01-02. Contractor not obligated to finish basement by 12-01-02. Please review item 11 article 5.

### Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of Three hundred seventy nine thousand Dollars (\$ 379,000 subject to additions and deductions pursuant to authorized change orders.

### Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following:  
\$10,000.00 down payment received, balance pending.

### Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract.

If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of 10 days from the due date of the payment shall be deemed a material breach of this contract.

In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done and description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated into and become a part of the contract.
7. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
8. Contractor agrees to remove all debris and leave the premises in broom clean condition.
9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
10. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
12. Contractor warrants all work for a period of 12 months following completion.

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### Article 6. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Mike D'Antonio Jr. and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work or providing of materials to the extent caused in whole or in part by negligent or wrongful acts or omissions of, or a breach of this agreement by, the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible.

### Article 7. Insurance

The Contractor represents that it has purchased and agrees that it will keep in force for the duration of the performance of the work or for such longer term as may be required by this agreement, in a company or companies lawfully authorized to do business in the State of Illinois, such insurance as will protect Topps Construction and the owner of the site, if the site is not owned by, from claims for loss or injury which might arise out of or result from the Contractor's operations under this project, whether such operations be by the Contractor or by a subcontractor or its subcontractors.

The Contractor represents and agrees that said insurance is written for and shall be maintained in an amount not less than the limits of the liability specified below or required by law, whichever coverage is greater. The Contractor certifies that coverage written on a "claims made" form will be maintained without interruption from the commencement of work until the expiration of all applicable statutes of limitation.

- 1) Worker's Compensation \$ 1 million
- 2) Comprehensive General Liability with limits of not less than \$ 2 million per occurrence.
- 3) Comprehensive Automobile Liability (owned, non-owned, hired) of \$ 50,000.00 each accident.

The Contractor shall file Certificates of Insurance, naming the owner person hiring the contractor as additional insured, in duplicate, acceptable to all parties with Topps Construction prior to commencement of work, which shall contain a provision that coverages under the policies shall not be cancelled or allowed to expire or permit material changes until at least ( ) days written notice has been given to additional insured.

### Article 8. Additional Terms

A. Please note attached documents.

Name and Registration No. of any Salesperson who solicited or negotiated this contract:

\_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_ (year) \_\_\_\_\_

Signed in the presence of:

Witness  
Michael + Vicki D'Antonio  
Name of Owner

By: \_\_\_\_\_  
Signature

\_\_\_\_\_

Witness  
Topps Construction Co.  
Name of Contractor

By: \_\_\_\_\_  
Signature

5214 S. NEWCASTLE  
Street Address

Chicago IL  
City/State/Zip

Telephone No. \_\_\_\_\_

Contractor's State License No. \_\_\_\_\_

CLERK'S OFFICE OF COOK COUNTY