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FIXED PRICE CONSTRUCTION CONTRACT

THIS AGREEMENT is made this 13th day of NOVEMBER, 1986,
between the OWNER, KENWOOD OAKLAND COMMUNITY DEVELOPMENT CORPORATION
(hereafter called "Owner"),

the CONTRACTOR, C. F. MOORE CONSTRUCTION COMPANY
(hereafter called "Contractor"),

and the ARCHITECT (if any), ENVIRONMENT SEVEN LTD.
(hereafter called "Architect"),

for the benefit of the Illinois Housing Development Authority, Ill. Rev.
Stat. Ch. 67-1/2, Sec. 301, et seq. (hereafter called "Authority") with
respect to the following:

The Development Name: WOODLAKE VILLAGE TOWNHOMES :

The Development Address or Location: NEC WOODLAWN AVENUE & 46TH. STREET
CHICAGO, ILLINOIS

The Owner, Contractor, and Architect (if any), hereby agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "Act" shall mean Illinois Housing Development Act, Laws 1967, p. 1931, constituting Chapter 67-1/2, Section 301, et seq., Illinois Revised Statutes, as amended and supplemented.
- 1.2 "Authority" shall mean the Illinois Housing Development Authority, 130 E. Randolph Street, Chicago, Illinois 60601, as established pursuant to the Act.
- 1.3 "Work" shall mean the totality of the obligations imposed upon Contractor by the provisions of this Contract, including but not limited to provision of all labor, materials and equipment necessary to do the Work in accordance with the Contract Documents.
- 1.4 "Subcontractors" shall mean those who directly contract with Contractor to perform any part of the Work, including those who furnish on-site labor or materials.
- 1.5 "Sub-subcontractor" shall mean those who have a direct or indirect contract with a Subcontractor to perform any part of the Work, including those who furnish on-site labor or materials.
- 1.6 "Materialmen" shall mean suppliers of goods, equipment or materials utilized in connection with the Work.
- 1.7 "Contract Documents" consist of this Contract, including all attachments identified below; the Detailed Specifications and Final Working Drawings; all Addenda issued prior to the execution of this Agreement; all Change Orders, modifications, and written interpretations of the Contract Documents issued by the Authority; and all decisions made by Authority pursuant to Article VI of the

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Contractor [Signature]
Architect [Signature]

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General Conditions hereto. The documents referred to above form the Contract and what is required by any one shall be binding as if required by all. The following documents are specifically attached hereto and incorporated herein:

- Attachment A: General Conditions
- Attachment B: EEO Clause, Affirmative Action Requirements, and EEO Contract Specifications.
- Attachment C: The declarations of all insurance policies required by Article III of Attachment B to this Contract.

ARTICLE 2

THE WORK

- 2.1 The Contractor shall perform all the Work required by the Contract Documents and as enumerated below. (Here insert the caption descriptive of the Work as used on other Contract Documents, the Budgeted Cost for each Item of Work, and the Contract Sum of all Items): THREE BUILDINGS CONSISTING OF 40-2 BDR. 30-3 BDRM. UNITS AND ONE (1) COMMUNITY CENTER

<u>Item</u>	<u>Budgeted Cost</u>
OUR PRICE IS BASED ON UTILIZING MATERIAL THAT MEETS BUT DOES NOT EXCEED HUD'S MINIMUM PROPERTY STANDARDS AND CHICAGO BUILDING CODE. STRUCTURAL EXCAVATION WILL BE DONE ACCORDING TO THE DEPTHS INDICATED ON THE DRAWING. ANY EXCAVATION AND BACKFILL BEYOND THE DEPTHS SHOWN ON THE DRAWING WILL BE DONE ON THE UNIT PRICE BASIS AS AN EXTRA. THERE IS NO SINKER SYSTEM INCLUDED IN OUR PRICE. WE HAVE INCLUDED CHAIN LINK FENCE IN LIEU OF ORNAMENTAL FENCE. WE HAVE ALLOWED \$20,000.00 FOR LANDSCAPE AND TOP SOIL; AND \$5,000.00 FOR TOT LOT AND BENCHES IN OUR PRICE.	

CONTRACT SUM 3,879,937.00

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION OF WORK

- 3.1 The Work to be performed under this Contract shall be commenced on AFTER ISSUANCE OF BLDG. PERMITS, 198__ and shall be completed on 14 MONTHS CONSTRUCTION TIME. 198__.
- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control or by any cause which the Owner may determine justifies the delay, and the Authority approves in writing, the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

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Architect [Signature]

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ARTICLE 4 3 3 1 5 1 4 1

CONTRACT SUM

- 4.1 The Owner shall pay the Contractor for the performance of the Work, subject to additions and deletions by Change Order, in current funds, the Contract Sum of THREE MILLION EIGHT HUNDRED SEVENTY NINE THOUSAND NINE HUNDRED THIRTY SEVEN & NO/100 (\$ 3,879,973.00).
- 4.2 The above-stated Contract Sum shall include all taxes, expenses or charges necessary or proper to perform the Work and to fulfill all acts required of Contractor under the Contract. Owner shall not be liable for the performance of the Work in excess of the above-stated Contract Sum or in excess of the Budgeted Cost of each item of Work stated in Article 2 hereof Authority shall not be liable to Contractor to any extent or in any event.
- 4.3 Contractor acknowledges that any extension in the Contract Completion Date or any Change Order (for extra work) which entails an increase in the Contract Sum shall not be funded by the Authority, unless specifically authorized in writing by the Director of Authority. In the absence of such written authorization, it is understood that Contractor shall look solely to Owner for payment of said increase in the Contract Sum, and Contractor shall not place a lien on the Development or the Site as a result of Owner's failure to pay Contractor the amount of said increase in the Contract Sum.

ARTICLE 5

PAYMENTS

- 5.1(a) Within thirty (30) days of receipt of Contractor's applications for payment, as provided in Paragraphs 5.2 and 5.4 hereof, the Owner shall make Progress Payments and Final Payment on account of the Contract Sum to the Contractor in accordance with the following Schedule of Payments:

PROGRESS PAYMENTS TO BE MADE EVERY THIRTY DAYS, BASED UPON 90% OF WORK COMPLETED. ONCE WORK IS FIFTY PERCENT COMPLETE THERE IS TO BE NO FURTHER RETENTION HELD. RETENTION WILL BE RELEASED WITHIN (30) DAYS AFTER SUBSTANTIAL COMPLETION.

- 5.1(b) Each application for Progress Payments shall be for an amount equal to: (i) the total value of all classes of Work acceptably completed; plus (ii) the value of materials and equipment not incorporated in the Work but delivered to and suitably stored on the site or off-site in a manner acceptable to and approved in writing by Owner and Authority, provided that a letter of credit in an identical amount issued by a federally insured financial institution located and qualified to do business in Illinois is deposited with the Authority prior to the payout; less (iii) ten percent (10%) of the subject application for Progress Payment.

- 5.2 Each application by Contractor to Owner for Progress Payments and Final Payment referred to in Paragraph 5.1 hereof shall be accompanied by the following:

- (a) A Sworn Statement stating the name of each Subcontractor, ~~Sub-subcontractor, and the certain men~~ with whom Contractor or ~~any of Contractor's~~ Subcontractors has contracted with respect to the Work; and the nature of each such contract, the total price thereof, and the amount to be disbursed thereunder from the funds applied for; and all payments shall be made directly to the General Contractor.

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(b) Executed Mechanics Lien Waivers from each party referred to in Subparagraph (a) of this Paragraph.

5.3 In addition to the requirements set forth in Paragraph 5.2 hereof, each application by Contractor to Owner for Final Payment referred to in Paragraph 5.1 hereof shall be accompanied by either:

(a) A complete release of all liens arising out of this Contract; which shall be furnished at time of disbursement.

(b) A bond satisfactory to Owner indemnifying Owner against any lien.

5.4 Upon receipt of an application for a Progress Payment which complies with Paragraph 5.2 hereof and is otherwise in order for payment, Owner shall send to Authority a Request for Payment, and upon receipt of an application for Final Payment which complies with Paragraph 5.3 hereof and is otherwise in order for payment, Owner shall send to Authority a Certificate of Completion.

5.5 All Requests for Payment and Certificates of Completion issued by Owner are conditioned upon approval by Authority. Payments by Authority to Owner shall be made within fourteen (14) days following approval by Authority and shall be made in accordance with the Escrow Agreement entered into by Authority and Owner in connection herewith. Authority shall promptly act upon any such request within (7) Seven days of submission by Owner or Contractor.

5.6 Any Progress Payment or Final Payment by Authority to Owner through said Escrow Agreement may be withheld by Authority or at Authority's direction to the Escrow Agent on account of (1) defective work or materials not remedied, (2) claims filed against Authority or Owner in any way connected to the Work, (3) the failure of Contractor to make payments properly to Subcontractors for labor, materials or equipment, (4) damage caused by Subcontractor, or (5) unsatisfactory prosecution of the Work by Contractor or any Subcontractor. Owner shall withhold payment to Subcontractors, Sub-subcontractors, and Materialmen at the direction of the Authority.

5.7 Final Payment shall exclude an amount equal to 200% of the amount estimated by Owner and approved in writing by Authority to complete all punchlist items.

5.8 We have included Builders' Risk Insurance, Bond Premium and Liability Insurance as set forth in the specifications.

ARTICLE 6

OWNER

6.1 The Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities, excess facilities charges, utility and water tap charges, survey and testing fees.

6.2 The Owner shall issue all instructions to the Contractor

ARTICLE 7

CONTRACTOR

7.1 The Contractor shall use his best skill and attention to supervise and direct the Work. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

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Architect [Signature]

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- 7.2 The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 7.3 The Contractor shall pay all sales, consumer, use and other state tax ~~taxes~~ ~~required~~ ~~by~~ ~~law~~ and shall secure all permits, fees and licenses necessary for the execution of the Work. We have included in our price an allowance of \$7,000.00 for all permits. Our price does not include sales tax.
- 7.4 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
- 7.5 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.
- 7.6 All damage or loss to any property caused in whole or in part by the Contractor or any Subcontractor, Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.
- 7.7 The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner and Authority harmless from loss on account thereof.
- 7.8 The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.
- 7.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified.

ARTICLE 8

CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS

- 8.1 Contractors shall be fully responsible to Owner and Authority for the acts and omissions of his employees and of the Subcontractors, Sub-subcontractors, Materialmen and any other persons directly or indirectly employed by him or them in connection with the Work. Nothing contained in the Contract Documents shall create privity of contract between any Subcontractor, Sub-subcontractor or Materialmen and either Owner or Authority.
- 8.2 If requested by Authority, Contractor shall notify Authority in writing in advance of hiring each Subcontractor furnishing labor or labor and materials. Contractor shall not employ any Subcontractor that Authority may object to as incompetent, unfit or for any other reason within Authority's sole discretion. At the Authority's

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Owner [Signature]
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Architect [Signature]

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request, Contractor shall furnish Authority information concerning any Subcontractor and a copy of each Subcontract.

- 8.3 All Work performed for Contractor by a Subcontractor shall be pursuant to an appropriate agreement between Contractor and Subcontractor (and where appropriate between Subcontractor and Sub-subcontractors), which shall generally conform with the requirements of these Contract Documents and shall otherwise provide for the following:
- (a) Preservation and protection of the rights of Owner and Authority under this Contract;
 - (b) Submission to Contractor of applications for payment under each subcontract to which Contractor is a party in reasonable time to enable Contractor to apply for payment;
 - (c) Payment to Subcontractors by Contractor in the same manner Contractor is paid by Owner, with the exception that Authority need not approve payments to Subcontractors;
 - (d) Waiver by Contractor and by Subcontractor of all rights against each other for damages caused by fire and other perils to the extent such loss is covered by insurance as required by Article III of the General Conditions attached hereto;
 - (e) The availability for inspection or copying of any documents or information pertaining to the Work which Owner or Authority requests;
 - (f) Assignment to Owner and Authority of all transferable warranties that subcontractor and Sub-subcontractor receive from suppliers of materials or services;
 - (g) Compliance with all laws and requirements set out in Attachment B hereto; and
 - (h) Acknowledge that Authority and Owner are third party beneficiaries under the subcontract.

ARTICLE 9

ARCHITECT (if any)

- 9.1 The Architect will provide general administration of the Contract and will be the Owner's representative during construction and until issuance of the final Certificate of Completion.
- 9.2 The Architect shall at all times have access to the Work wherever it is in preparation and progress.
- 9.3 The Architect will make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
- 9.4 Based on such observations and the Contractor's Applications for payment, the Architect will determine the amounts owing to the Contractor and will issue Requests for Payment and Certificates of Completion on behalf of Owner in accordance with Article 5 hereof. Within five (5) days of request.

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Architect _____

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- 9.5 The Architect will have the authority to reject Work which does not conform to the Contract Documents. All decisions made by the Architect are subject to arbitration as provided in Article VI of the General Conditions hereto.
- 9.6 If there is to be no Architect in relation to the Work, please so state on last page of this Contract in the space provided for Architect's signature. In the event there shall be no Architect, Owner agrees to perform all duties and assume all obligations and responsibilities of Architect referred to in this Article 9.

ARTICLE 10

CONTRACT DOCUMENTS

- 10.1 The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Article 7.2 necessary for the proper execution and completion of the Work and the terms and conditions of payment therefor, and also to include all work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.
- 10.2 The Contract Documents shall be signed in not less than triplicate by the Owner, Contractor, and Architect (if any). By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.
- 10.3 The Owner and Authority reserve the right to award other contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Contract.
- 10.4 This contract is executed as of the date it is signed by all Parties, but is conditioned upon and subject to approval by and in the sole discretion of Authority. Owner agrees to forward a signed copy of this Contract to Authority within seven (7) days of its execution. Authority may disapprove this contract within fourteen (14) days after receipt of an executed copy hereof. In the event Authority disapproves the contract, Authority shall mail written notice thereof to the parties at the addresses shown below. Otherwise, Authority shall have power to terminate this contract as otherwise provided herein.

KENWOOD OAKLAND COMMUNITY DEVELOPMENT CORP.

("Owner")

1236-38 EAST 46TH. STREET

(Owner's Address)

CHICAGO, ILLINOIS 60653

By: Robert D. Pucop

For Owner

Dated NOVEMBER 13, 1986

86615221

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Owner R. D. Pucop
Contractor [Signature]
Architect [Signature]

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C. F. MOORE CONSTRUCTION COMPANY
("Contractor")

8727 SOUTH STATE STREET
(Contractor's Address)

CHICAGO, ILLINOIS 60619

By: *Charles Moore Moore*
Dated 11/13/86

ENVIRONMENT SEVEN LTD.
("Architect")
(If there is no Architect, so state)

180 NORTH MICHIGAN AVENUE
(Architect's Address)

CHICAGO, ILLINOIS 60610

By: *W. J. ...*
Dated NOVEMBER 13, 1986

Approved this _____ day of _____, 19____

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____

Date 11/13/86
Owner *[Signature]*
Contractor *[Signature]*
Architect *[Signature]*

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ATTACHMENT A

GENERAL CONDITIONS

I. CHANGES IN THE WORK

A. The Contract Sum and the Contract Time may be changed only by written Change Order.

B. The Owner without invalidating the Contract may order Changes in the Work consisting of additions, deletions or modifications, and the Contract Sum and the Contract Time shall be adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and approved in writing by the Director of Authority.

C. The cost or credit to the Owner from a Change in the Work shall be determined by mutual agreement among Owner and Contractor and shall be subject to approval in writing by Authority. If the Owner and Contractor agree to the amount of such cost or credit, the matter shall be resolved pursuant to Article VI of these General Conditions.

II. CORRECTION OF WORK

A. The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work. The provisions of this Article II apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

B. Authority shall have the right to monitor the Work at all times independent of the Owner's or Contractor's right to do so. In this connection, Authority shall be given full and complete access to the Work and all records and documents in relation thereto. If, in its sole discretion, Authority determines that the Work is not being done in accordance with the Contract Documents, Authority may notify Owner of the default, and if Owner has not begun to cause the default to be remedied within ten (10) days following issuance of such notice or does not hereafter diligently pursue such remedy to conclusion, Authority may upon further written notice to Owner and Contractor exercise all of the rights given Owner hereunder to the exclusion of Owner. In addition, Authority may take such other action as it deems reasonable to protect its interests.

C. If Contractor is adjudged a bankrupt, makes a general assignment for the benefit of his creditors, or if a receiver is appointed due to his insolvency, or if Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner or Authority may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy, make good such deficiencies. The cost of correcting such deficiencies may be deducted from the payment then or thereafter due the Contractor. Owner or Authority may terminate the Contract and take possession of the site ~~and of all contents, equipment, tools, and goods, fixtures, equipment, and machinery thereon owned by the Contractor~~ and may finish the Work by whatever method deemed expedient. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner: provided, the Authority in advance has approved in writing any such action taken by Owner and any amount charged to Contractor.

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Owner [Signature]
Contractor [Signature]
Architect [Signature]

A. The Owner shall purchase and maintain (i) liability insurance against all claims which may arise from or be in any way connected to the Work or Owner's acts or operations under the Contract Documents and (ii) property insurance upon the entire Work at the site to the full insurable value thereof with respect to the perils of fire, vandalism, malicious mischief, and extended coverage, among other things, which shall include the interests of Authority, Owner, Contractor, Subcontractor, Sub-subcontractors, and Materialmen in the Work. Any insured loss is to be adjusted with Owner and made payable to Owner as trustee for the insureds, as their interests may appear, subject to any mortgage clause. Owner and Contractor waive all rights against each other for damage caused by fire or other perils to the extent covered by insurance required by this Paragraph. The Owner shall furnish a copy of all such insurance policies to the Authority and Contractor prior to the commencement of the Work.

B. The Contractor and each separate Subcontractor hereunder shall purchase and maintain such insurance as will afford him or it full protection from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater. A copy of the policy declarations setting out the name of the insured, the limits of liability and the effective date of coverage shall be attached to this Contract as Attachment C.

IV. CONTRACTOR'S WARRANTIES

A. Contractor represents and warrants to Owner and Authority that:

(a) He is (1) financially solvent; (2) able to pay his debts as they mature; (3) possessed of sufficient working capital to complete this Contract; (4) able to furnish the plant tools, materials, supplies, equipment and labor; (5) experienced in and competent and qualified to perform the Work contemplated by this Contract; (6) authorized to do business in the State of Illinois; (7) licensed by all governmental entities having jurisdiction over him; and (8) authorized to enter into this Contract.

(b) He has examined the Site and each of the Contract Documents and acknowledges that the Contract reflects his entire compensation for all Work to be performed in connection with the Work.

(c) He shall procure all necessary permits, licenses and certified land surveys.

(d) At all times prior to and after completion of his obligations under the Contract, he shall make available to Owner and Authority for inspection and copying all of his books and records regarding the Work and the Development upon request.

(e) He is and shall remain an independent contractor and is without authority to bind Owner or Authority, except as to work on this project as called for in the contract documents.

(f) All material furnished or to be furnished and workmanship performed in relation to the Work by anyone (including but not limited to his subcontractors) shall be new, first class, free of all defects and in accordance with the Contract Documents and otherwise free and clear of all liens and security interests.

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Architect [Signature]

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(g) Contractor shall remedy any defects in material or workmanship, without charge to Owner or Authority, for a period of one (1) year after such defects are discovered provided that such discovery is made within ~~three (3)~~ ONE (1) years following the date of approval by Authority of the Certificate of Completion. Said warranty shall include but not be limited to all workmanship, materials and mechanical equipment incorporated in the Development, as well as all appliances installed by Contractor.

(h) Owner or Authority shall give Contractor written notice of all defects referred to in Subparagraph (g) hereof, and Contractor shall repair the same within fourteen (14) days after notification; provided, however, if such defects cannot be repaired within fourteen (14) days, Contractor shall promptly commence such repairs within said fourteen (14) day period and shall diligently prosecute such repairs to completion.

(i) If Owner or Authority finds it reasonably necessary to employ an attorney or incur costs enforcing any of Contractor's warranties or if either, at his option, remedies any defect himself upon Contractor's failure to remedy such defect in accordance with the time limits set to in Subparagraph (h) hereof, the Contractor shall be liable for Owner's or Authority's reasonable attorneys' fees and costs and the cost of remedying said defects.

V. IDENTITY OF INTEREST

A. "Identity of Interest" for purposes of this Article V shall mean any relationship which would give Contractor control of, influence over or a pecuniary interest in the price paid to a Subcontractor, or which would give Owner control of, influence over or a pecuniary interest in the price charged by Contractor or a Subcontractor. Control or influence includes, but is not limited to, having one of the following relationships among the foregoing entities: (1) a financial interest, (2) a family relationship, (3) common officers, directors or shareholders, (4) a substantial source of business revenue over the three (3) years preceding the date of the Contract or the Subcontract, or (5) engaging in a profit-making venture (other than arms length business transactions in the normal course of business) with the entity exerting control or influence.

B. If Contractor has an Identity of Interest with a Subcontractor, Sub-subcontractor, Materialmen, equipment lessor or Owner, or if Owner has an Identity of Interest with Contractor or any Subcontractor, then the following provision applies: No subcontract shall be entered into between Owner, Contractor or any Subcontractor having an Identity of Interest without: (a) complete prior written disclosure to Authority of the identity of Interest; and (b) written approval by Authority of the subcontract prior to its execution.

VI. ARBITRATION

A. The Parties agree that all disputes between them concerning matters arising out of the Contract and any other matters directly or indirectly concerning the Work shall be arbitrated and decided by Authority in its sole discretion pursuant to applicable provision of the Illinois Uniform Arbitration Act (Chapter 10, Section 101, et seq., Illinois Revised Statutes). The Parties, including the Owner, Contractor, Subcontractors, Materialmen, or any other person or entity with an interest in the Work, either jointly or individually, shall promptly notify Authority in writing of any dispute or controversy setting forth the alleged facts and issues. The Parties shall cooperate with Authority to aid its decision making. Within a reasonable time after receipt of the foregoing notice, but in no event later

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Owner [Signature]
Contractor [Signature]
Architect [Signature]

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than ninety (90) days after such receipt, Authority shall conduct a hearing and thereafter render a binding written decision.

B. The Parties and Authority agree that any disputes between them concerning Authority's rights and obligations arising out of the Contract shall be decided and arbitrated pursuant to the Illinois Uniform Arbitration Act (Chapter 10, Section 101, et seq., Illinois Revised Statutes) in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as amended to the date of this Contract, which are by reference incorporated herein. The arbitration proceedings shall take place in Chicago, Illinois.

VII. HOLD HARMLESS

A. Contractor assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or alleged injury (including death) or damage or alleged damage to property, sustained in connection with or to have arisen out of the performance of the Work by Contractor, Subcontractors, Sub-subcontractors, Materialmen, and their respective agents, servants and employees in and about the Work, including losses, expenses or damages sustained by Owner or Authority and shall indemnify and hold harmless Owner and Authority, their agents, officers, servants and employees from any and all such losses, expenses, damages and claims in relation to the Work, and shall defend any suit or action brought against them or any of them, based on any such alleged injury, or damage, and shall pay all damages, costs and expenses, including attorneys' fees, in connection therewith or resulting therefrom.

B. The obligations of Contractor to Owner under this Article VII shall not extend to the liability of Owner, his agents or employees arising out of: (a) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specifications; or (b) the giving of or the failure to give directions or instructions by Owner, his agents or employees, provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.

VIII. PRIVACY OF CONTRACT

A. Owner, Contractor and Architect (if any) acknowledge that Authority is granting or has granted a loan to Owner to finance the Work and that the Authority is a Third Party Beneficiary with respect to all terms of this Contract, and agree that, except to that extent, there is no privity of contract between Authority and themselves arising hereunder.

B. The Parties agree that for any acts performed or omitted to be performed under or arising out of the Contract, no officer, employee or agent of Authority shall be subject to any personal liability, nor shall Authority be subject to any liability whatsoever.

IX. NON-ASSIGNABILITY OF CONTRACT AND SUBCONTRACTS

A. Contractor and Owner agree not to assign any part of their interest in this Contract or any amount payable hereunder without the prior written consent of Authority; provided, however, that in the event Owner or Authority exercises its rights under Article 11 of the basic contract, Contractor agrees, if requested, to assign his interest in his subcontracts to Owner.

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Owner [Signature]
Contractor [Signature]
Architect [Signature]

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ATTACHMENT B

EEO CLAUSE, AFFIRMATIVE ACTION REQUIREMENTS, AND EEO CONTRACT SPECIFICATIONS.

LAWS

A. Contractor shall give all notices required by and shall at all times comply with all laws, ordinances, rules, regulations and codes of the federal government, the State of Illinois, the municipality where the Work is to be performed, and other governmental entities, and all orders issued by any public authority which may in any manner have jurisdiction over the Work or the Development, and Contractor shall use his best efforts to insure that Subcontractors also comply therewith, and shall notify Owner and Authority if the Drawings or Specifications are at variance therewith or if Contractor or any Subcontractor fail to comply therewith.

B. In addition to all other applicable laws and regulations, Contractor will comply with the following in the performance of this Contract: Executive Order 11246 issued September 24, 1965, contained in 30 Federal Register 12319; et seq.; 18 United States Code 1001; 32 Federal Register 7439 (May 19, 1967); 29 C.F.R. 516; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 42 United States Code 2000a; The Civil Rights Act of 1968; Pub. L. 90-284, April 11, 1968, 18 United States Code 245; The Occupational Safety and Health Act of 1970, Pub. L. 91-596, December 29, 1970, 29 United States Code 651; and to the Illinois Violation of Civil Rights Act, Chapter 38, Sections 13-1 to 13-4, Illinois Revised Statutes, and the Illinois Age Discrimination Act, Chapter 48, Sections 881 to 887, to the extent such laws and regulations are applicable.

C. EEO Clause. During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that all applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor 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 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules,

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regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to his 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 Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) of Section C of this Attachment and the provisions of paragraphs (1) through (7) hereof in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor 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 sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Affirmative Action Requirements.

(1) The Contractor's attention is called to the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force, in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade Involved in the Work (Strike Inapplicable Trades)

Asbestos Workers	8.6 to 10.3%
Bricklayers	16.3 to 18.2%
Carpenters	11.0 to 12.8%
Electricians	10.9 to 12.2%
Elevator Installers	9.6 to 11.5%
Glaziers	10.2 to 12.2%
Ironworkers	14.0 to 16.0%
Metal Lathers	10.0 to 12.0%
Painters	10.3 to 12.1%
Plumbers	9.4 to 10.9%
Pipefitters	9.4 to 10.9%
Plasterers	24.4 to 25.8%
Roofers	18.0 to 20.0%
Sheetmetal Workers	9.5 to 11.3%
Sprinkler Fitters	8.3 to 9.9%
Operating Engineers	15.7% and above

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Goals for Female Participation in Contractor's Aggregate Construction Work Force

From April 1, 1978 to March 31, 1979	- 3.1%
From April 1, 1979 to March 31, 1980	- 5.0%
From April 1, 1980 to March 31, 1981	- 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 C.F.R. Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 C.F.R. 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees of trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 C.F.R. Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of an award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

E. EEO Contract Specifications.

(1) As used in these EEO Contract Specifications the following words shall have the following meaning:

(a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

(b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

(d) "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

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(iii) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 C.F.R. 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The Contractor shall implement the specific affirmative actions standards provided in Paragraphs 7(a) through 7(p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(7) The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(a) Ensure and maintain a working environment free of harrassment, intimidation, and coercion at all Work sites,

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and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referred from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Section 7(b) above.

(f) Disseminate the Contractor's EEO policy by providing their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending,

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subject matter discussed, and disposition of the subject matter.

(h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's Work force.

(k) Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3

(l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(m) Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

(n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(o) Document and maintain a record of all solicitations of offers from such contracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative

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action obligations. (Subparagraphs 7(a) through 7(p) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under Subparagraphs 7(a) through 7(p), above, of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, minority and female work force participation, makes a good faith effort to make its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goal for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

(10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(11) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed by these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. 60-4.8.

(14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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ALTS PUP

Irregularly shaped parcel containing lots 1 to 22 (both inclusive) of the North 21/2 and the North 1/2 of the South 3/5 of Lot 9 in Lyman's Subdivision of Part of the Southeast 1/4 of Section 2, Township 33 North, Range 1 East per plat thereof recorded March 9, 1911, a document to wit: 113-116, corrected to error.

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Stuart Stein & Assoc
105 W. Madison
Chicago, IL 60602
(312) 236-5375



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