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CERTIFICATION AND ACKNOWLEDGEMENT

The undersigned, Tom Horwitz, being first duly sworn on oath, does hereby certify and acknowledge that he is a general partner of City Commons Partners, an Illinois limited partnership, and that attached hereto is a true and correct copy of a certain Contract dated April 1, 1985, by and between Mellon Stuart Company, as Contractor, and City Commons Partners, as Owner, for the property described as follows:

The East 50 Feet of the West Half of Lot 1 in Block 1 in Sheffield's Addition to Chicago in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian.

Also, Lots 1 through 10, inclusive, in Schreiber's Subdivision of the West Half of Lot 1 (Except the East 50 Feet thereof) in Block 1 in Sheffield's Addition to Chicago, aforesaid.

Also, Lots 10, 11 and 12 (Except that Part of Lot 10 Taken for Vine Street) in Boettcher's Subdivision of the East Half of Lot 1 in Block 1 in Sheffield's Addition to Chicago.

Also, Lots 1, 2 and 3 in Commissioner's Partition of the West Half of Lot 2 in Block 1 in Sheffield's Addition to Chicago, aforesaid.

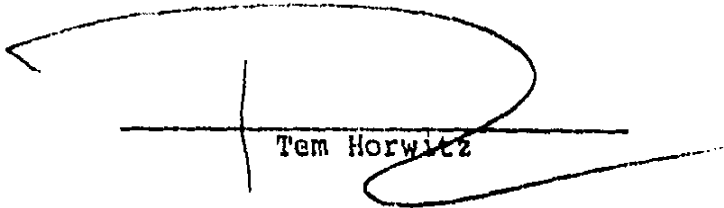
Also, Lots 1, 2, 3 and 4 in Assessor's Division of the West Half of Lots 3 and 4 in Block 1 in Sheffield's Addition to Chicago, aforesaid.

Also, Lots 3, 14, 15, 16, 17, 34 and 35 (Except the South 22 Feet of Said Lot 35) in the Subdivision of the East Half of Lots 2, 3 and 4 (Except the South 82 Feet of the East 100 Feet thereof) in Block 1 in Sheffield's Addition to Chicago, aforesaid, all in Cook County, Illinois.

PREPARED BY: James L. Marovitz
Sidley & Austin
One First National Plaza
Suite 4600
Chicago, Illinois 60603

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IN WITNESS WHEREOF, the undersigned has executed this Certification and Acknowledgement as of the 13th day of January, 1987.


Tem Horwitz

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Bertice M. Chvalera a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Tem Horwitz who is personally known to me to be the same person who name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

13th day of January, 1987. GIVEN under my hand and Notarial Seal this


Notary Public

Address of Property:
641 West Willow Street
Chicago, Illinois
P.I.N.: See Attached

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Property of Clerk's Office

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Permanent Tax Numbers:

^{E D O}
14-33-315-005, Volume 495
(Affects Lot 3 in Schreiber's Subdivision.)

^{E D O}
14-33-315-002, Volume 495
(Affects Lot 6 in Schreiber's Subdivision.)

^{E D O All}
14-33-315-001, Volume 495
(Affects Lot 7, 8, 9 and 10 in Schreiber's Subdivision.)

^{F H I}
14-33-315-048, Volume 495
(Affects the North 1/2 of Lot 3 in the Subdivision of the East 1/2 of Lots 2, 3 and 4 (except the South 82 feet of the East 100 feet thereof) in Block 1 in Sheffield's Addition.)

^{E H I}
14-33-315-049, Volume 495
(Affects the South Half of Lot 3 in Subdivision of the East 1/2 of Lots 2, 3 and 4 (except the South 82 feet of the East 100 feet thereof) in Block 1 in Sheffield's Addition.)

^{E-H-I All}
14-33-315-050, Volume 495
(Affects the North 27 feet of Lot 14 in Subdivision of the East 1/2 of Lots 2, 3 and 4 (except the South 82 feet of the East 100 feet thereof) in Block 1 in Sheffield's Addition.)

^{E-H-I All}
14-33-315-051, Volume 495
(Affects the South 23 feet of Lot 14 and the North 10-9/12 feet of Lot 15 in Subdivision of the East 1/2 of Lots 2, 3 and 4 (except the South 82 feet of the East 100 feet thereof) in Block 1 in Sheffield's Addition.)

^{E-H-I All}
14-33-315-053, Volume 495
(Affects Lot 16 in Subdivision of the East 1/2 of Lots 2, 3 and 4 (except the South 82 feet of the East 100 feet thereof) in Block 1 in Sheffield's Addition.)

^{E-F-U All}
14-33-315-088, Volume 495
(Affects Lots 1, 2 and 3 in the Commissioner's Partition.)

^{E-G-O All}
14-33-315-014, Volume 495
(Affects the West 200 feet of Lots 1 and 2 in the Assessor's Division.)

^{E-G-O All}
14-33-315-037, Volume 495
(Affects Lot 1 (except the West 200 feet) and the North 11 feet (except the West 200 feet) of Lot 2 in the Assessor's Division.)

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3 2-6-0 7 0 2 4 0 2 7

14-33-315-015, Volume 495
(Affects the West 200.5 feet of Lot 3 in the Assessor's Division.)

14-33-315-016, Volume 495
(Affects the West 200.5 feet of Lot 4 in the Assessor's Division.)

14-33-315-003, Volume 495
(Affects Lot 5 in Schreiber's Subdivision.)

14-33-315-006, Volume 495
(Affects Lot 2 in Schreiber's Subdivision.)

14-33-315-007, Volume 495
(Affects Lot 1 in Schreiber's Subdivision.)

14-33-315-008, Volume 495
(Affects the East 50 feet of the West 1/2 of Lot 1 in Block 1 in Sheffield's Addition.)

14-33-315-009, Volume 495
(Affects Lot 12 in Boettcher's Subdivision.)

14-33-315-010, Volume 495
(Affects Lot 11 and part of Lot 10 in Boettcher's Subdivision.)

14-33-315-038, Volume 495
(Affects the East 96.5 feet (except the North 11 feet) of Lot 2 in the Assessor's Division.)

14-33-315-039, Volume 495
(Affects the East 96.5 feet of Lots 3 and 4 in the Assessor's Division.)

14-33-315-052, Volume 495
(Affects Lot 15 in Boettcher's Subdivision.)

14-33-315-054, Volume 495
(Affects Lot 17 in Boettcher's Subdivision.)

14-33-315-055, Volume 495
(Affects Lot 34 in Boettcher's Subdivision.)

14-33-315-097, Volume 495
(Affects the North 11 feet of Lot 35 in Boettcher's Subdivision.)

14-33-315-004, Volume 495
(Affects Lot 4 in Schreiber's Subdivision.)

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DATE: April 1, 1985 8 7 0 2 4 6 2 9

CONTRACTOR: Mellon Stuart Company, 7400 N. Waukegan Road, Niles, IL 60648

PROJECT: City Commons Townhouses, Willow, Orchard, & Vine Streets

OWNER: City Commons Partners, 814 N. Franklin, Chicago, 60610

ARCHITECT: Pappageorge Haymes Ltd., 814 N. Franklin, Chicago, 60610

CONTRACT PRICE: Eight million one hundred fifty thousand and no hundredths
Dollars (\$ 8,150,000.00)

PROGRESS ESTIMATE DATE: 5th day of each month

PERFORMANCE BOND AND PAYMENT BOND: \$8,150,000.00 each with dual obligee rider

RETAINAGE PERCENTAGE: 10 %

COMPLETION DATE: March 19, 1986

(The foregoing terms are incorporated into and more fully explained in the provisions that follow.)

City Commons Partners, an Illinois Ltd. Partnership
"Owner," and Mellon Stuart Company,
"Contractor," with offices at the address shown above, intending to be legally bound hereby agree as follows:

1. **Work.** Contractor shall furnish all labor, materials, tools, equipment, supervision and services necessary to prosecute and complete in all respects the work identified and described in Schedule A attached hereto (the "Work"). The Work shall be performed by Contractor in a good and workmanlike manner strictly in accordance with the Contract Documents listed in Schedule B and incorporated herein by reference (the "Contract Documents"). The Contract Documents are intended to include all labor, materials, tools, equipment, supervision and services whether specified therein or not, necessary to complete the Work.

2. **Price.** Subject to all of the other provisions of this Contract, Owner shall pay to Contractor for the due and full performance of the Work the Contract Price set forth above (the "Price"); except that if all or a portion of the Work is to be performed on a unit price basis, then the Price set forth above shall be deemed an estimated total price for the Work and the actual Price shall be computed in accordance with the lump sum prices, if any, and the unit prices set forth in Schedule C, based on actual quantities determined in accordance with the Contract Documents and as approved in writing by the Architect identified above and hereinafter called "Architect").

3. **Progress Payments.** As soon as practicable after the execution of this Contract, Contractor shall submit to Owner a schedule of values of the various portions of the Work, including quantities if required by the Owner, to enable Owner to prepare a schedule of values for the entire Contract. Contractor's schedule shall be prepared in such form and supported by such data as the Architect or Owner may direct, and shall be subject to Owner's approval. The total of scheduled values shall equal the Price and shall be divided in such manner as will facilitate progress payments to Contractor or to a contractor who contracts with the Contractor for a portion of the Work ("Subcontractor") on the basis of the Work satisfactorily in place.

On or before the progress estimate date identified above, Contractor shall submit to Owner an itemized progress estimate, supported by such data as Owner may require, showing the estimated value of work completed, based on Contractor's approved schedule of values and on the conditions for payment under the Contract, including (without limitations) conditions relating to material and equipment delivered to and suitably stored on the site and title to the materials and equipment. Each such progress estimate shall show also the amount of all previous payments under the Contract and the amount of current retainage, and shall be accompanied by a duly executed and acknowledged sworn Contractor's statement of persons furnishing materials and labor, in form satisfactory to Owner, and by a waiver of lien in form satisfactory to Owner.

Contractor's progress estimate shall be used in the preparation of Owner's application for payment under the Contract. Owner shall pay to Contractor, an amount equal to the value of Contractor's completed work, to the extent allowed and paid by Owner on account of Contractor's Work, less all previous payments and less the amount of current retainage. "Previous payments" shall include all amounts theretofore paid on account of the Work, all charges for materials or services furnished by Contractor. "Current retainage" shall be calculated by multiplying the value of the Work completed and qualified for payment by the retainage percentage set forth above.

4. **Final Payment.** A final payment, consisting of the unpaid balance of the Price, shall be made within sixty (60) days after the last of the following to occur: (a) full completion of the Work by Contractor, (b) final acceptance thereof by the Architect and Owner, (c) final payment by Lender to Owner under the Contract, (d) the furnishing of evidence (satisfactory to Owner) by Contractor that the Contractor has paid in full all persons furnishing labor or materials in connection with the Work including any taxes or governmental charges with respect thereto or with respect to the Work, and that neither Contractor nor any person claiming under or through Contractor has filed or has the right to maintain a lien or other claim against the Owner or the Project premises, and (e) the delivery of all guarantees, warranties, bonds, instruction manuals, performance charts, diagrams, as-built drawings and similar items required of Contractor or its suppliers with respect to the Work. Acceptance of final payment by the Contractor shall act as a release of all claims the Contractor or any person claiming under or through him may have against the Owner or the Project premises.

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5. Payment of Labor, Supplies and Material. Contractor will accept the payments made by the Owner and will hold the right to receive such payments as a trust fund to be applied first to the payment of its subcontractors, laborers and suppliers for the Work, including any amounts payable to any employee benefit plan covering such persons, and Contractor will so apply the payments from Owner before using any part thereof for any other purpose. The Contractor shall also require each of its Subcontractors to make similar payments to its sub-subcontractors and suppliers. Contractor shall, as often as requested by Owner, furnish an affidavit showing the names and addresses of all persons who shall have furnished labor or materials for the Work and the amount due or to become due to each such person. Progress payments may, in the discretion of Owner, be made in the form of checks payable jointly to Contractor and its suppliers or its subcontractors. If Contractor shall fail to pay promptly, when due, for all labor, supplies and materials furnished in connection with the performance of the Work, Owner may, after five (5) days' written notice to Contractor, pay the amount of such liabilities and recover the amount thereof from Contractor, directly or by the application of any portion of the Price then, or thereafter becoming, due hereunder.

6. Time of Completion. Completion of the Work and its several parts within the time allotted or reasonably contemplated under the Contract is of the essence of this Contract. Therefore, Contractor agrees: (a) to provide, if requested, a schedule for completion of the Work, (b) to provide at the Project site (identified on page 1 hereof) the materials, equipment, laborers and supervision necessary to begin the Work upon Owner's order to do so, and (c) to perform the Work and all parts thereof promptly, diligently and in such order and sequence as the Owner may direct to assure the efficient, expeditious and timely prosecution of the entire work under the Contract, including furnishing sufficient forces, supervision, equipment and materials, at such times and for such periods, as the Owner may direct. Owner may upon forty-eight (48) hours prior written notice require Contractor to provide additional labor and supervision at the Project site. Owner reserves the right to modify any such progress schedule with respect to the required sequence or duration of the Work or any portion thereof, and Owner makes no representation that Contractor will be able to commence, prosecute, or complete the Work in accordance with any progress schedule.

7. Extensions of Time. If for reasons beyond its control Contractor shall be materially delayed at any time in the progress of the Work under such circumstances as would entitle the Contractor to an extension of time under the Contract, Contractor shall be entitled to an extension of time for completion of the Work hereunder; provided that Contractor shall have filed with Owner written claim for such extension. Anything herein to the contrary notwithstanding, no extension of time shall be granted unless a written claim therefor shall be presented to Owner within forty-eight (48) hours after the commencement of the delaying event or condition. In no event shall the Contractor be allowed any pecuniary compensation for any such delays unless otherwise allowed by the Owner.

8. Changes. Owner may, without invalidating the Contract or any bond given hereunder, order additions, deletions, or other modifications to the Work, such changes to be effective only upon written order of Owner. Any adjustment to the Price or to the time for completion of the Work shall be made in accordance with the applicable provisions of the Contract. Notwithstanding any inability to agree upon any adjustment or the basis for an adjustment, Contractor shall, if directed by Owner, nonetheless proceed in accordance with the order, and the Price and time of completion shall be adjusted in accordance with the foregoing. If requested by Owner to justify the adjustment, Contractor shall submit forthwith its detailed estimate of the value of and time involved in any such change or proposed change, including unit costs if requested, and shall furnish detailed records of costs or savings actually realized as a result of any such change. If any such changes diminish the quantity of work to be done, they shall not form the basis for a claim by Contractor for loss of anticipated profits. Any additions and deletions will be made at the respective unit prices, if applicable. Anything herein to the contrary notwithstanding, no adjustment to the Price or to the time for completion of the Work shall be allowed the Contractor by reason of any change unless a written claim therefor shall be presented to the Owner within forty-eight (48) hours following the receipt of notice of such change from the Owner.

If the Contract is terminated, compensation to the Contractor shall be made on an equitable basis based solely on direct labor and material costs incurred by Contractor to the time of termination as substantiated by evidence satisfactory to Owner.

9. Relationships. Contractor shall be bound by the decisions of the architect with respect to the quality and quantity of the Work, meaning of the Contract Documents, acceptability of persons or organizations performing the Work and other matters set forth in the Contract Documents. Contractor's Work shall conform to any additional specifications, drawings, or explanations furnished by the Architect for the purpose of detailing and illustrating the Work.

Owner shall have the right to direct the prosecution of the Work and to coordinate such Work with the work of others; and Owner shall have, with respect to Subcontractor, the same rights and powers as the Owner has reserved to itself with respect to Contractor for the performance of the applicable portions of the Contract. Contractor shall cooperate with, and shall not delay, impede, or otherwise impair the work of others participating in the construction Project.

If Contractor is damaged by the act of the Owner, for which act the Contract affords benefit and remedies solely to Contractor, then Contractor shall be derivatively entitled to the benefits to be achieved by the pursuit of such remedies, as Contractor's interest may appear; provided, however, Contractor shall not be required to file any claim or take any other action against Owner on behalf of Contractor unless Contractor shall provide adequately for the payment of, and shall pay for, all costs and expenses, including attorneys' fees, that may be incurred by Owner in proportion to the amount of Contractor's claim, in the pursuit of such remedies. Owner shall not be required on behalf of Contractor to file any claim or take any action against any person other than Owner, nor any claim or action that is not asserted in good faith or that would reasonably extend the date for a substantial final payment under the Contract.

By an appropriate agreement, written where legally required for validity, the Contractor shall require each of its subcontractors, to the extent of the Work to be performed by the Subcontractors, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by this Contract, assumes hereunder. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.

Any part of the Work performed for the Contractor by a Subcontractor shall be pursuant to a written subcontract between the Contractor and such Subcontractor which the Contractor has, prior to the execution of any such subcontract, submitted to the Owner to demonstrate to the Owner's reasonable satisfaction that each such subcontract contains provisions that:

- (a) require that such Work be performed in accordance with the requirements of the Contract Documents;
- (b) require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with the provisions of Paragraphs 3 and 4;
- (c) waive all rights the contracting parties may have against one another or that the Subcontractor may have against the Owner for damages caused by fire or other perils covered by the property insurance described in Paragraph 13;

(d) recognize the legal effect of the Contractor pursuant to the Conditional Assignment of subcontracts under this Paragraph 9 and require the Subcontractor (upon notice by the Owner that the Owner has terminated its Contract with the Contractor pursuant to the terms of Paragraph 21 hereof and that the Owner has elected, pursuant to this Paragraph 9 to retain the Subcontractor pursuant to the terms of its Contract with the Contractor) to complete the unperformed obligations under such subcontract and, if requested by the Owner, to enter into an agreement in form and substance satisfactory to the Owner evidencing the fact that the Subcontractor is bound to the Owner under its subcontract in the manner in which it had been bound to the Contractor; and

(e) require the Subcontractor to carry and maintain liability insurance in accordance with Paragraph 13;

and contain no provisions inconsistent with any of the foregoing subparagraphs (a) through (e).

If an Application for Payment is not approved for a cause which is the fault of the Contractor, or if the Contractor fails to make a payment which is properly due to a particular Subcontractor, the Owner may pay such Subcontractor directly, less the amount to be retained under its subcontract. Any amount so paid by the Owner shall be deducted from any payment or payments thereafter due and/or shall be repaid to the Owner by the Contractor immediately upon demand of the Owner.

The Owner shall have no obligation to pay, or to see to the payment of, any monies to any Subcontractor. Nothing contained herein shall be deemed to create any contractual relationship between the Owner and any Subcontractor or to create any rights in any Subcontractor against the Contractor or the Owner.

The Contractor shall promptly advise the Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of its obligations to such Subcontractor.

As an inducement to the Owner to execute this Contract, the Contractor hereby conditionally assigns to the Owner all subcontracts executed by the Contractor in connection with the Work and in accordance with the requirements of the Contract Documents, subject to the following terms and conditions:

(a) this assignment, although a present assignment, shall become effective only upon a termination of this Agreement pursuant to Paragraph 21 and only as to those subcontracts which the Owner accepts in writing; and

(b) the Owner shall assume only those assigned subcontracts which it accepts, as provided in the foregoing subparagraph (a) and shall become liable only for the obligations thereunder which accrue after the date of termination.

This paragraph shall serve as the instrument of assignment at such time as the assignment becomes effective pursuant to the terms hereof. The Contractor agrees, however, upon the Owner's request, to execute whatever instruments the Owner may request to confirm such assignments. The Contractor does hereby constitute and irrevocably appoint the Owner as his attorney-in-fact in his name, place and stead to execute such documents, in the event that the Contractor fails to do so within five (5) days after demand. This power of attorney is irrevocable and coupled with an interest.

10. Assignment. Contractor shall not assign, transfer, contract or otherwise dispose of this Contract, or any part thereof, nor assign any monies due or to become due hereunder, except with the prior written consent of the Owner. Any assignment of this Contract consented to by Owner shall not operate to relieve Contractor of its primary responsibility to Owner for the due and full performance hereof, nor shall it create any contractual relationship between Owner and such Subcontractor or assignee, and Contractor shall continue to be liable to Owner for all acts and omissions of its sub-subcontractors and assignees.

11. Bonds. Unless the word "none" appears in the space opposite "performance bond and payment bond" on page 1 hereof, Contractor, at its own expense, shall obtain from a commercial surety acceptable to Owner a bond (a) for the due and complete performance of each of Contractor's obligations hereunder and (b) for the timely payment of all charges for labor, services and materials furnished for the prosecution of the Work. Such bonds shall be for a sum in liquidated damages equal to the amount set forth in the appropriate space on page 1 hereof, shall be in a form acceptable to Owner and shall be delivered to Owner within seven (7) days after the execution hereof. If according to the foregoing provisions Contractor is not required to furnish such bonds, Contractor shall, if requested, submit to Owner a current financial statement; and Owner reserves the right at any time to require Contractor to furnish such bonds, but at Owner's expense.

12. Indemnity. Contractor agrees to defend, indemnify and save harmless Owner, their officers, agents and employees, from and against all claims, damages, losses or expenses (including costs and attorneys' fees) by reason of liability imposed by law upon Owner for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the Work, provided such injury to persons or damage to property is due or claimed to be due in whole or in part to the wrongful or negligent act or omission of the Subcontractor, his employees or agents.

13. Insurance. Until completion and final acceptance of the Work, Contractor shall maintain and pay for insurance coverage with respect to the Work, of the types and with the minimum limits set forth in Schedule D attached hereto. Such coverage shall be maintained in form and with companies acceptable to Architect and Owner, and shall, notwithstanding Schedule D, meet the applicable requirements imposed under the Contract or by any governmental authority having jurisdiction over the Work. Each policy of insurance required hereinabove shall provide for 30 days' notice to Owner prior to cancellation or material change in coverage.

Contractor shall be responsible for any desired coverage against damage or loss to materials, facilities, tools, equipment, plant, scaffolds, bracing and similar items not covered by Owner's fire insurance policy (with builder's risk endorsement), if any, including any materials or equipment of the Owner in transit or not delivered to the Project site under the control of the Contractor.

Contractor shall furnish Owner certificates of the insurance required hereunder prior to commencing the Work, showing Owner as Additional Named Insured, and a copy of each lost-time accident report made to Contractor's insurance carriers. Contractor shall cooperate with its insurers to facilitate the adjustment of any claim or demand arising out of operations within the scope of the Work. Nothing contained in this Paragraph 13 shall relieve Contractor of its indemnity obligations set forth elsewhere in the Contract.

14. Liens. Contractor shall defend, indemnify and hold harmless Owner from any lien or claim filed or made by any third person or firm on account of alleged non-payment for labor, materials, or services furnished or performed as a part of the Work. Further, Contractor, pursuant to Section 21 of Chapter 82 of the Illinois Revised Statutes, hereby expressly and completely waives and relinquishes on behalf of itself, its successors and assigns and his Subcontractors, any and all claims of, or right to, mechanic's or materialmen's lien, under the statutes of the State of Illinois, against, or with respect to, the Project site or the Work or any portion thereof, or any improvements or materials thereon, or with respect to any unpaid portion of the Price which may be due at any time pursuant hereto. Contractor shall deliver to Owner written verification of such waiver of lien by Contractor in form and substance required by Owner. Such verification shall be recorded in the office of the Recorder of Deeds for the county in which the Project site is located. It is expressly agreed that the effect of this waiver shall not be impaired, affected, or diminished by the provisions of this Contract relating to the production, from time to time, of written waivers of liens or sworn statements, or by any other provisions apparently inconsistent with this waiver. Contractor hereby acknowledges that this

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Contract has been executed and entered into by Owner in reliance upon the aforesaid waiver of rights by Contractor, Contractor shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise.

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15. Labor. Contractor shall conform to the labor policy of Owner and shall not employ any persons or engage in any activities which cause, or are likely to cause, a strike, work stoppage, or other similar concerted labor action. Contractor shall comply with all wage scales, reporting obligations and other labor requirements established under the Contract or Contract Documents and by any governmental authority having jurisdiction. Contractor shall maintain and exercise control over all employees engaged in the performance of the Work, provided, however, Subcontractor shall remove or cause to be removed from the Project premises any such employee whose presence is determined by the Owner or Architect to be detrimental to the Owner's best interests. Contractor agrees that all disputes as to jurisdiction of trades will be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality of the Project.

16. Taxes. Contractor shall pay, or cause to be paid, when due all taxes of every kind imposed, levied, or assessed by any governmental authority with respect to the Work, including taxes for labor, materials and equipment utilized therein and expressly including all sales, use, personal property, excise and payroll taxes. Contractor, upon request of Owner, shall furnish satisfactory evidence of such payments.

17. Defective Work. Contractor shall provide safe, sufficient and proper facilities at all times for the inspection of the Work by the Owner and Architect, or their representatives. Contractor shall, commencing within twenty-four (24) hours after receiving written notice from Owner, promptly take down and remove all portions of the Work which the Owner or Architect shall condemn as unsound, improper, or in any way failing to conform to the Contract or the Contract Drawings, and shall make good all Work damaged or destroyed thereby, all at Contractor's expense. If Contractor fails to correct any such defective Work, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on his part to exercise this right for the benefit of Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, Owner's rights under Paragraph 21 hereof.

18. General. Contractor shall, at its own expense:

(a) obtain all necessary permits and licenses and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority applicable to the performance of the Work, and be responsible for compliance therewith and correct any violations thereof, including, without limitation, the provisions of equal opportunity clauses applicable to the Project which are set forth in 41 Code of Federal Regulations §60-1.4 (1977), 41 C.F.R. §60-250.4 (1977) and 41 C.F.R. §60-741.4 (1977), as may be amended from time to time, all of which are incorporated herein by reference;

(b) prepare and submit to Owner all necessary shop and erection drawings, plans and diagrams, and furnish all necessary samples, catalogue cuts, laboratory and inspection reports and engineering calculations, in sufficient time to permit the orderly and timely prosecution of the Work;

(c) remove, at least weekly or more often as directed by Owner, all rubbish and surplus and waste material resulting from the prosecution of the Work and all tools, scaffolding and equipment not currently required in the prosecution of the Work (if such removal is not accomplished promptly, Owner may remove the same at the expense of Contractor);

(d) not remove from the Project site any material, apparatus or equipment delivered thereto without the consent of the Owner;

(e) comply with the reasonable recommendations of the Owner's or Architect's insurance carriers or their ratemaking bodies;

(f) conform to the basic safety policy of Owner, and comply with all specific safety requirements promulgated by Owner or Architect, including any such requirements made a part of the Contract Documents as required by the Occupational Safety Health Act (if such safety requirements are not promptly and properly performed by Contractor, Owner may fulfill such requirements at the expense of Contractor);

(g) protect the Work from damage and pilferage until accepted by the Owner;

(h) repair all damage to the Work or property of others caused by Contractor;

(i) furnish temporary facilities, and if requested by the Owner pay for the cost of all water and electric current used by Contractor;

(j) if requested by Owner have an approved representative at all job meetings;

(k) prepare and make available to Owner and Architect as-built drawings covering Contractor's Work;

(l) hereby agree that any back charges of either party under this Contract shall be the cost of all field labor, materials, tools, equipment, insurance and taxes, plus 10% for overhead and profit; and

(m) furnish all design, labor, engineering, materials, tools, equipment, supervision and services necessary to complete the Work in a good and workmanlike manner, and the Contract Documents shall not limit or restrict Contractor's duties or obligations with respect to the Work.

19. Guarantee. Contractor guarantees that the Work shall be free from defects and shall conform to and meet the requirement of the the Contract Documents; and shall furnish any separate guarantee for the Work, or portions thereof, required under the Contract Documents. Contractor agrees to make good without cost to Owner to the satisfaction of the Owner, any portion or portions of the Work which prove defective within one year (or such longer period as may be specified in the Contract Documents) from the date of acceptance of the Project by Owner. Acceptance of final payment by the Contractor shall not release the Contractor from any liability hereunder for defective work.

20. Patents. Contractor agrees to defend, indemnify and save harmless Owner from and against loss, liability, damage, cost, or expense (including attorneys' fees) on account of infringement or alleged infringement of any patent rights by reason of the Work or materials used by Contractor. Contractor shall pay all license fees and royalties pertaining to the Work.

(a) In the event Contractor shall fail to perform any of its obligations hereunder, including without limitation, its refusal or neglect to supply a sufficiency of skilled laborers or materials of the proper quality and quantity, its failure to prosecute the Work with promptness and diligence, or its causing stoppage, delay or interference with the work of the Owner or other subcontractors, or in the event the Contractor shall become insolvent or commits an act of bankruptcy, or should there be filed by or against it a petition in bankruptcy or for an arrangement, reorganization or appointment of a receiver, then in any such events, each of which shall constitute a default hereunder, Owner shall have the right, after forty-eight (48) hours written notice to Contractor, to (i) remedy, or cause any surety to remedy, such default, utilizing such persons or firms and such equipment and materials as may be necessary and recover from the Contractor the amount of any loss or damage, whether liquidated or unliquidated, suffered or incurred as a result of such default, including, without limitation, attorneys' fees, penalties, increased costs and loss of profits, in which event Owner may deduct and withhold from payments otherwise due Contractor any of the foregoing amounts, which deductions shall be deemed credits or back charges against the Price, or (ii) terminate this Contract.

(b) In the event of termination of this Contract, Owner may use Contractor's material and equipment to complete the Work, or may complete the Work in any other expedient manner, and the Contractor shall receive no further payments until the Work is complete. Upon completion, if the unpaid balance of the Price exceeds Owner's cost of completion (including compensation to Architect for additional services made necessary by Contractor's default), such excess shall be paid to the Contractor; but if such cost of completion exceeds the unpaid balance of the Price, the Contractor shall pay the difference to the Owner immediately upon demand. Owner is hereby granted a security interest in the equipment, plant tools and materials of Contractor which shall from time to time be located upon the Project site, to secure the performance of this Contract and the completion of the Work; and Owner may file or record this Contract as a security agreement, financing statement or part of a financing statement under the provisions of the Uniform Commercial Code.

(c) The foregoing remedies for default by Contractor shall be considered distinct, separate and cumulative and shall be in addition to any other right and remedy given elsewhere in this Contract or now or hereafter existing at law or in equity, including any right to the recovery of attorneys' fees.

(d) Contractor shall have the rights and remedies available at law or in equity for a breach of this Contract by Owner; provided, however, any alleged breach or default by Owner hereunder shall be deemed waived unless Contractor shall within seven (7) days of any such alleged breach or default give written notice to Owner specifying the details thereof.

22. Notices. All written notices provided for in this Contract shall be deemed given only when personally delivered, given by telegram with written confirmation copy following, or mailed postage prepaid to the parties at the addresses set forth on page 1 of this Contract. Either party may, from time to time, by notice as herein provided, designate a different address to which notices to it shall be sent.

23. Inspection of Site. Contractor acknowledges that its authorized representatives have personally inspected the Project site and satisfied itself as to the physical condition thereof and the locally prevailing labor, transportation, utilities, weather and storage conditions.

24. Equipment. Any tools, equipment, scaffolds, ladders and similar items and all materials and building supplies of Owner leased to or used by Contractor shall be leased or used by Contractor in an as is condition without any warranty, express or implied, by Owner, and Contractor agrees to assume all risk for injury to person or property from all causes in connection with the use or operation of the same.

25. Miscellaneous.

(a) All matters relating to the validity, performance, or interpretation of this Contract shall be governed by the laws of the state identified as part of Owner's address, or if such address be omitted, then this Contract shall be governed by the laws of Illinois.

(b) As regards the subject matter hereof, this writing constitutes the entire agreement between the parties.

(c) If any provision of this Contract conflicts with a provision of the Contract Documents, the Contract Document provisions shall govern.

(d) This Contract shall not be modified or amended in any way except (i) by a writing executed by both parties or (ii) as otherwise expressly provided herein.

(e) This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

(f) Where the context requires, the neuter shall include the masculine and feminine and the singular shall include the plural, and vice versa.

(g) The Contract Documents are available for examination by the Contractor at all reasonable times at the office of Owner. Contractor hereby represents and agrees that it has carefully examined and understands this Contract and the other Contract Documents, has brought its experience to bear upon the Contract Documents and has reported any error, inconsistency or omission therein to Owner, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed, and that it enters into this Contract on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the Architect or the Owner, or of any of their respective officers, agents, servants, or employees.

(h) With respect to the Work to be performed and furnished by Contractor hereunder, Contractor agrees to be bound to Owner by each and all of the terms and provisions of the Contract Documents. Contractor shall not be relieved of any of its obligations under this Contract by the activities or duties of the Architect. The terms and provisions of this Contract with respect to the Work to be performed and furnished by Contractor hereunder are intended to be and shall be in addition to and not in substitution for any of the terms and provisions of the Contract Documents.

IN WITNESS WHEREOF, the parties have duly executed this Contract, in duplicate, as of the date set forth on page 1 hereof.

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City Commons Partners

Owner

By:

Title: Tem Horwitz, General Partner

Mellon Stuart Company

Contractor

By:

Title:

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ATTACHMENT B

CITY COMMONS

DRAWING LIST

7 0 2 4 0 2 2/85

CIVIL

- C1 SURVEY
- C2 UTILITY PLAN
- C3 GRADING PLAN
- C4 TYPICAL SECTIONS
- C5 MANHOLE & CATCH BASIN DETAILS
- C6 MANHOLE & CATCH BASIN DETAILS

LANDSCAPING

- L1 LANDSCAPE
- L2 LANDSCAPE
- L3 LANDSCAPE

DEMOLITION

- D1-1 DEMOLITION SITE PLAN

ARCHITECTURAL

- A1-0 SITE PLAN
- A1-1 UNITS A1 & A2, PLANS
- A1-2 UNITS A3 & A4, PLANS
- A1-3 UNITS B1, B2, PLANS
- A1-4 UNIT C1, PLANS
- A1-4a UNIT C1, ROOF PLAN
- A1-5 UNIT C2, PLANS
- A1-5a UNIT C2, ROOF PLAN
- A1-6 UNIT D, BASEMENT PLAN
- A1-6a UNIT D, FIRST FLOOR PLAN

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A1-6b UNIT D, SECOND FLOOR PLAN

8 7 0 2 4 5 2 1

A1-6c UNIT D, ROOF PLAN

A1-7 UNIT E, BASEMENT PLAN

A1-7a UNIT E, FIRST FLOOR PLAN

A1-7b UNIT E, SECOND FLOOR PLAN

A1-7c UNIT E, ROOF PLAN

A2-1 EXTERIOR ELEVATIONS, KEY

A2-2 EXTERIOR ELEVATIONS

A2-3 EXTERIOR ELEVATIONS

A2-4 EXTERIOR ELEVATIONS

A2-5 EXTERIOR ELEVATIONS

A2-6 EXTERIOR ELEVATIONS

A2-7 COURTSIDE ELEVATION, SOUTH ELEVATION

A2-8 D UNIT ELEVATIONS

A2-9 D UNIT ELEVATIONS

A2-10 EXTERIOR WALL SECTIONS

A2-11 EXTERIOR WALL SECTIONS

A2-12 EXTERIOR WALL SECTIONS

A2-12a EXTERIOR WALL SECTIONS

A2-13 EXTERIOR DETAILS

A2-14 EXTERIOR DETAILS

A2-15 EXTERIOR DETAILS

A2-16 EXTERIOR DETAILS

A2-17 EXTERIOR DETAILS

A2-18 EXTERIOR DETAILS

A3-1 STAIR SECTIONS

A3-2 STAIR SECTIONS

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A4-1 INTERIOR ELEVATIONS

A4-2 INTERIOR ELEVATIONS

A5-1 INTERIOR DETAILS

A5-2 INTERIOR DETAILS

A5-3 DOOR AND ROOM FINISH SCHEDULES, PARTITION TYPES

A5-4 DOOR AND ROOM FINISH SCHEDULES, DOOR TYPES

A5-5 DOOR AND ROOM FINISH SCHEDULES, FRAME TYPE

STRUCTURAL

S1 FOUNDATION PLAN

S2 MISC. MASONRY AND STEEL DETAILS

S3 UNIT D FRAMING PLANS AND SECTIONS

S4 UNIT E FRAMING PLANS AND SECTIONS

S5 UNITS C1 & C2 MISC. FRAMING &
TYPICAL EXTERIOR STAIR

MECHANICAL & ELECTRICAL

ME-1 SITE PLAN

ME-2 SITE PLAN

MECHANICAL

M-1 A1 & A2 MECHANICAL PLAN & RISER

M-2 A3 & A4 MECHANICAL PLAN & RISER

M-3 B1 & B2 MECHANICAL PLAN & RISER

M-4 C1 MECHANICAL PLAN & RISER

M-5 C2 MECHANICAL PLAN & RISER

M-6 D BASEMENT MECHANICAL PLAN & RISER

M-7 D FIRST FLOOR MECHANICAL PLAN & RISER

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- M-8 D SECOND FLOOR MECHANICAL PLAN & RISER 2 4 6 2 9
M-9 E BASEMENT MECHANICAL PLAN & RISER
M-10 E FIRST FLOOR MECHANICAL PLAN & RISER
M-11 E SECOND FLOOR MECHANICAL PLAN & RISER
M-12 EQUIPMENT SCHEDULE AND DETAILS

ELECTRICAL

- E-1 A1 & A2 ELECTRICAL
E-2 A3 & A4 ELECTRICAL
E-3 B1 & B2 ELECTRICAL
E-4 C1 ELECTRICAL
E-5 C2 ELECTRICAL
E-6 D BASEMENT ELECTRICAL
E-7 D FIRST FLOOR ELECTRICAL
E-8 D SECOND FLOOR ELECTRICAL
E-9 E BASEMENT ELECTRICAL
E-10 E FIRST FLOOR ELECTRICAL
E-11 E SECOND FLOOR ELECTRICAL
E-12 RISER DIAGRAM ELECTRICAL
WILLOW STREET ENTRY
E-13 Schedules

OTHER

Minutes of a meeting held March 19, 1985, dated March 20, 1985, between Horwitz-Matthews, Mellon Stuart Company and Pappageorge Haymes, Ltd.

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BIDDING REQUIREMENTS

- 00105 INVITATION TO BID
- 00105A INSTRUCTIONS TO BIDDERS
- 00141 BID FORM
- 00150 SCHEDULE OF RELATED WORK

CONTRACT DOCUMENTS

- GENERAL CONDITIONS - AIA A201
- SAMPLE CONTRACT

DIVISION 1 - GENERAL REQUIREMENTS

- 01005 SUMMARY, ALTERNATES, ALLOWANCES
- 01068 DEFINITIONS AND STANDARDS
- 01205 PROCEDURES AND CONTROLS
- 01340 SUBMITTALS
- 01410 TESTING LABORATORY SERVICES
- 01505 TEMPORARY FACILITIES
- 01605 PRODUCTS AND SUBSTITUTIONS
- 01705 PROJECT CLOSEOUT

DIVISION 2 - SITEWORK

- 02060 BUILDING DEMOLITION
- 02100 SOIL INVESTIGATION
- 02110 SITE CLEARING
- 02200 EARTHWORK
- 02480 LANDSCAPE WORK
- 02500A PAVING AND SURFACING
- 02700 SITE UTILITIES

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CITY COMMONS

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DIVISION 3 - CONCRETE

- 03100 CONCRETE FORMWORK
- 03200 CONCRETE REINFORCEMENT
- 03300 CAST IN PLACE CONCRETE
- 03450 ARCHITECTURAL PRECAST CONCRETE

DIVISION 4 - MASONRY

- 04200 UNIT MASONRY
- 04250 REINFORCED UNIT MASONRY
- 04270 GLASS UNIT MASONRY
- 04400 STONWORK

DIVISION 5 - METALS

- 05120 STRUCTURAL STEEL
- 05520 HANDRAILS AND RAILINGS

DIVISION 6 - WOOD AND CARPENTRY

- 06100 ROUGH CARPENTRY
- 06192 PREFABRICATED WOOD TRUSSES
- 06200 FINISH CARPENTRY

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

- 07160 BITUMINOUS DAMPROOFING
- 07175 WATER REPELLENTS
- 07200 INSULATION
- 07256 SPRAYED-ON FIREPROOFING
- 07510 BUILT UP ROOFING
- 07530 FLEXIBLE SHEET ROOFING SYSTEM
- 07600 FLASHING AND SHEET METAL

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CITY COMMISSION

2/85

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DIVISION 7 - THERMAL AND MOISTURE PROTECTION (cont.)

- 07620 METAL FASCIAE AND COPINGS
- 07800 ROOF ACCESSORIES
- 07900 JOINT SEALERS

DIVISION 8 - DOORS AND WINDOWS

- 08210 WOOD DOORS
- 08311 SLIDING GLASS DOORS
- 08360 SECTIONAL OVERHEAD DOORS
- 08520 ALUMINUM WINDOWS
- 08610 WOOD WINDOWS
- 08700 BUILDERS HARDWARE
- 08700A HARDWARE SCHEDULE
- 08730 DOOR ACCESSORIES
- 08750 GATE OPERATORS
- 08800 GLASS AND GLAZING

DIVISION 9 - FINISHES

- 09200 LATH AND PLASTER
- 09250 GYPSUM DRYWALL
- 09300 TILE
- 09650 RESILIENT FLOORING
- 09700 SPECIAL FLOORING
- 09900 PAINTING

DIVISION 10 - SPECIALTIES

- 10301 PREFABRICATED FIREPLACES
- 10800 TOILET ACCESSORIES

DIVISION 11 - EQUIPMENT

11450 RESIDENTIAL EQUIPMENT

DIVISION 12 - FURNISHINGS

12390 KITCHEN CABINETS

12500 WINDOW TREATMENT

DIVISION 15 - MECHANICAL

15003 TEST AND BALANCE

15050 BASIC MATERIALS AND METHODS

15200 VIBRATION, ISOLATION, & NOISE CONTROL

15250 INSULATION

15400 PLUMBING

15600 HEATING & COOLING

15800 AIR DISTRIBUTION

15900 CONTROLS & INSTRUMENTATION

DIVISION 16 - ELECTRICAL

16010 GENERAL PROVISIONS

16050 BASIC MATERIALS & METHODS

16400 SERVICE & DISTRIBUTION

16450 GROUNDING

16500 LIGHTING

16700 TELEPHONE SYSTEM

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SCHEDULE A

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WORK

The Work shall consist of:

All labor and material necessary to complete the construction of sixty two new townhouse residential units and associated site development on the block bounded by Willow Street, Vine Street, and Orchard Street, known as City Commons Townhouses, all in accordance with the Contract Documents.

SCHEDULE B

CONTRACT DOCUMENTS

The Contract Documents shall consist of:

See Attachment B.

SCHEDULE C

UNIT PRICES

(For use if Price is to be computed wholly or partially on a unit price basis)

Item

Unit Price

See Schedule F

LUMP SUM PRICES

Item

Price

Not Applicable

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SCHEDULE 7 0 2 4 5 2 7

Contractor shall, with respect to the Work, maintain and pay for insurance coverages as follows:

Type	Limits
Workers' Compensation Policy	Statutory and \$500,000 Employer's Liability
Comprehensive General Liability Policy including but not limited to:	\$500,000 per occurrence Bodily Injury/Property Damage
(A) Premises Operation	
(B) Blanket Contractual	
(C) Products/Completed Operations	
(D) Personal Injury (Exclusion C deleted)	
(E) Broad Form Property Damage	
(F) Explosion, Collapse & Underground Hazards Insured	
(G) Employees as Insured	
Comprehensive Automobile Liability including all owned, non-owned and hired vehicles and equipment	\$500,000 Bodily Injury and Property Damage
Commercial Umbrella Policy	\$1,000,000 per occurrence
(A) Retention Limit Maximum \$10,000	

Contractor shall include as Additional Named Insureds on all insurance policies the following: American National Bank as Trustee under Trust #62609 and all Agents and Beneficiaries of said Trust, and Pappageorge Haymes, Ltd.

The Cancellation Clause shall be amended to read as follows: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the below named certificate holder."

The name and address of the Certificate Holder shall read exactly as follows:

American National Bank Trust #62609 and all Agents
and Beneficiaries of said Trust
Pappageorge Haymes Ltd.
814 North Franklin
Chicago, Illinois 60610

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SCHEDULE E

MODEL SALES UNITS

Contractor agrees to deliver four substantially complete units, as identified on Exhibit A, no later than October 15, 1985. These will be model sale units, and time is of the essence with respect to their completion.

Units A and B should be completed first followed by Units D and E.

GUARANTEED MAXIMUM PRICE

The Contract Price stated on page 1 of this Contract is a Guaranteed Maximum Price, ("GMP"), which guarantees the maximum price to the Owner for the performance of the Work by Contractor. The GMP is inclusive of fee and general conditions, and is subject to additions and deductions by change order, as more fully described in Paragraph 8 of this Contract.

Contractor acknowledges that the Contract Documents identified in Schedule B are documents issued for pricing only ("Bid Set"), and that a revised set of Contract Documents will be issued for construction purposes ("Construction Set"). The Construction Set will incorporate changes, revisions and refinements which are consistent with the scope of the Bid Set, and therefore will not result in any increases to the GMP established herein.

In the event that the total price to complete the Work, inclusive of fees and general conditions, is less than the GMP, Owner and Contractor will share this savings 50% and 50% respectively at the completion of the Work. Further, any savings realized as a result of a deductive change order approved by Owner and Contractor will be shared 50% and 50% respectively and will result in a reduction of the GMP.

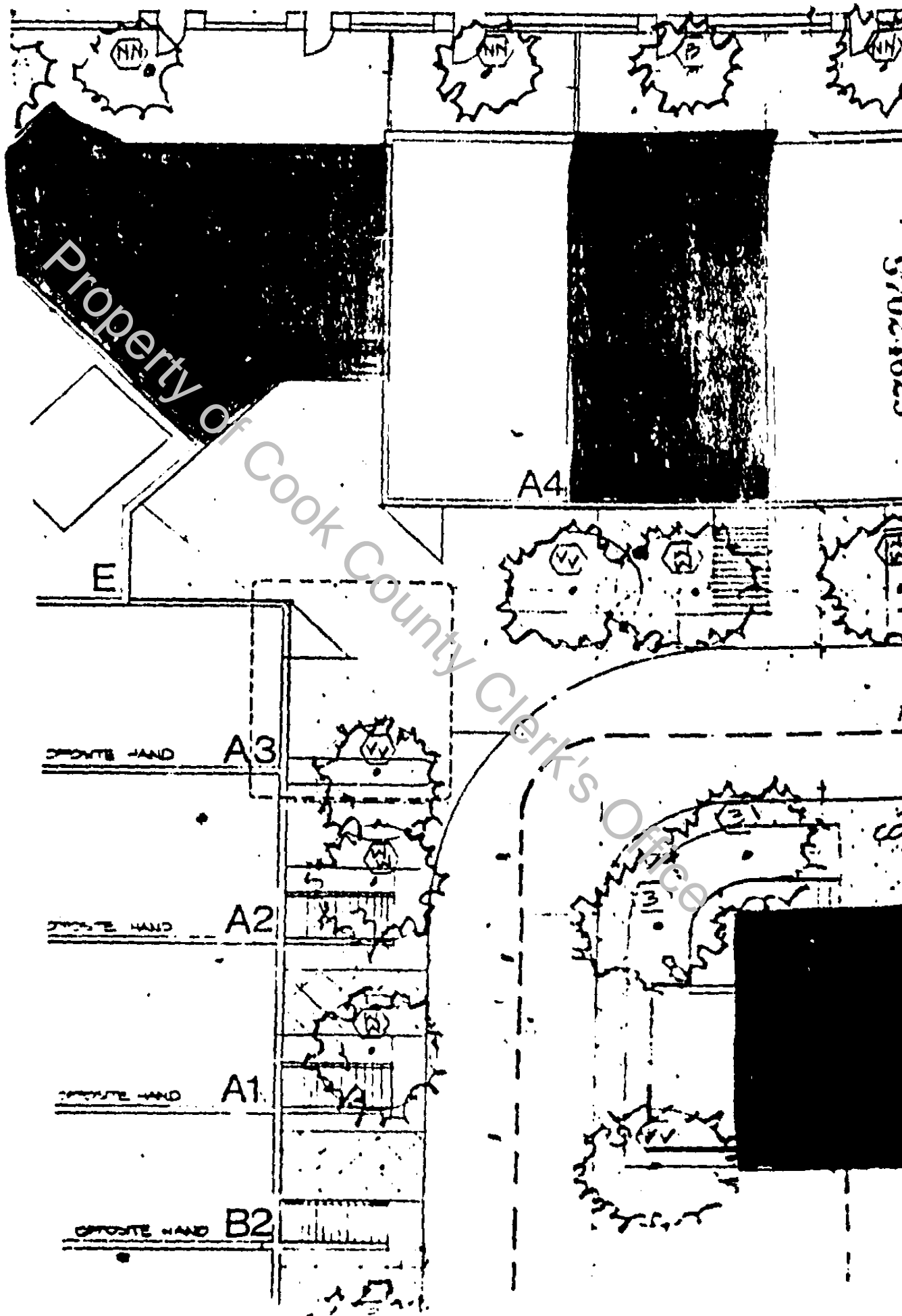
SCOPE DOCUMENTS

The Bid Set indicates the general scope of the project in terms of architectural design concepts, the dimensions of the buildings, the major architectural elements and the type of structural, mechanical, and electrical systems. As scope documents, the drawings do not necessarily indicate or describe all work required for full performance and completion of the requirements of the Contract Documents. On the basis of the general scope indicated or described, the Contractor shall furnish all items required for the proper execution and completion of the Work. Decisions of the Architect as to the items of Work included within the scope of the Contract Documents, shall be final and binding on the Contractor and Owner.

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Exhibit A



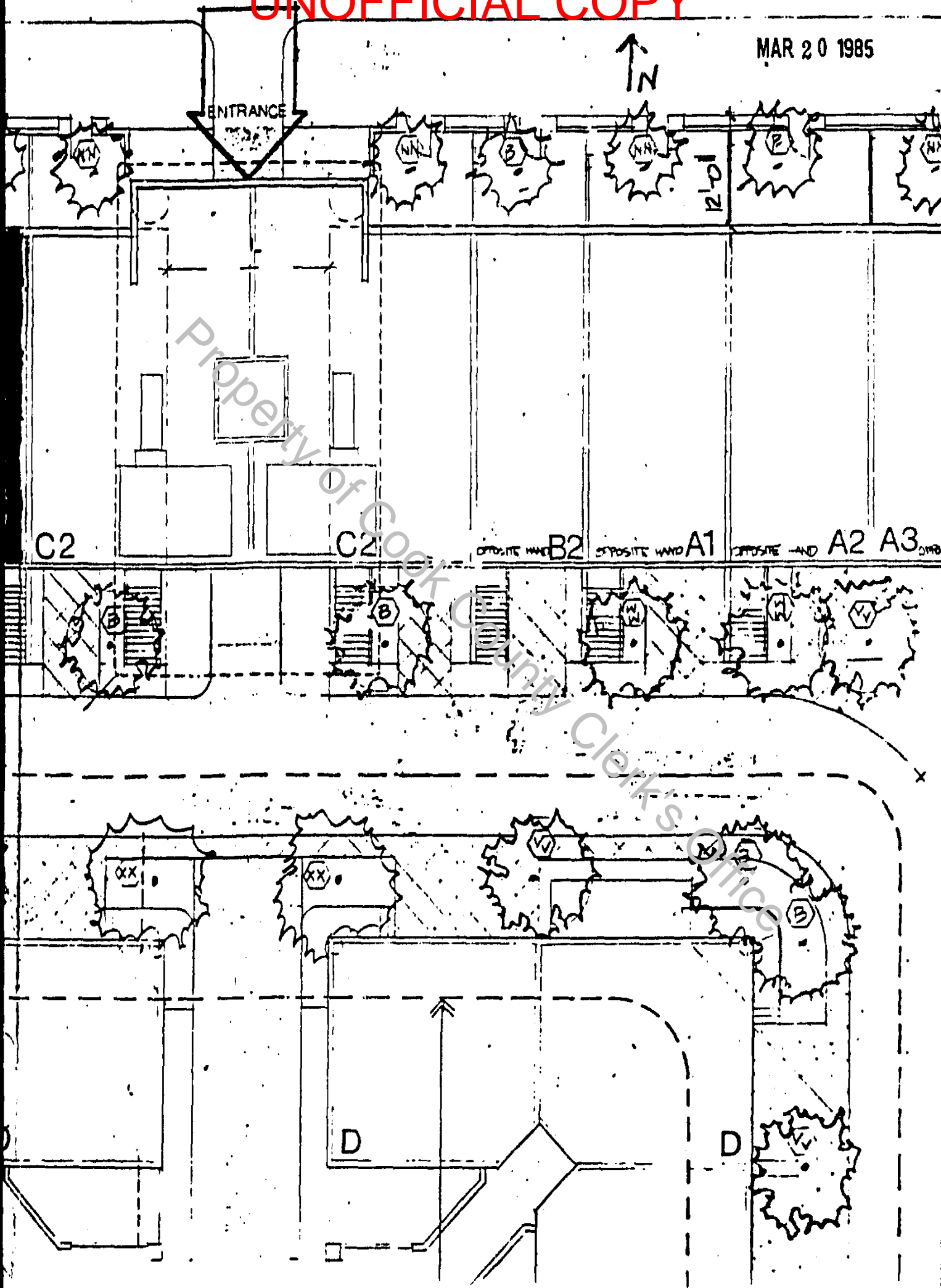
W. WILLOW

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ENTRANCE



C2

C2

OPPOSITE HAND B2

OPPOSITE HAND A1

OPPOSITE HAND A2

A3

D

D

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SCHEDULE F 7 0 2 4 6 2 9

When requested in the finishing of each unit, Contractor will provide the following options and upgrades for the unit prices stated below, inclusive of any fees and general conditions.

<u>ITEM</u>	<u>MANUFACTURER/MODEL</u>	<u>APPLICABLE UNIT(S)</u>	<u>UNIT COST</u>
<u>OPTIONS</u>			
Washer	General Electric White Westinghouse-A7050	A, C, D, E	\$
Washer	General Electric White Westinghouse-AB350	A, C, D, E	
Washer	White Westinghouse-LT250	B	
Dryer	General Electric-DDG7580	A, C, D, E	
Dryer	General Electric-DDG9280	A, C, D, E	
Dryer	White Westinghouse-LG250	B	
Wet Bar	Canarm K-30-SW Electro Maid	D	
Wet Bar	Dwyer SR5/7	A, C	
Kitchen Alcoves	#1 As specified	A1, A2, C1	
	#2 on Sheet A4-2	A1, A2, C1	
	#3 Detail 22	A1, A2, C1	
Kitchen Alcoves	#1 As specified	B1, B2	
	#2 on Sheet A4-2	B1, B2	
	#3 Detail 21	B1, B2	

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<u>Item</u>	<u>Manufacturer/Model</u>	<u>Applicable Units</u>	<u>Unit Cost</u>
<u>UPGRADES</u>			
Refrigerator	General Electric-TFX22R	A, C, D	\$
Refrigerator	General Electric-TFX20R	B	
Refrigerator	General Electric-TFX24E	E	
Dishwasher	General Electric-GSD2200	A, B, C1, D	
Dishwasher	General Electric-GSD2800	A, B, C1, D C2, E	
Range	Caloric-RSR399	A, B, C, D	
Range	Caloric-RKS395	A, B, C, D	

The Owner will contract directly with the carpeting contractor and the wood flooring contractor for material and installation. Coordination and scheduling this work is the responsibility of the Contractor.

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This Rider is attached to and made a part of that certain Contract dated April 1, 1985 by and between City Commons Partners, an Illinois Limited Partnership, and Mellon Stuart Company.

Equal Employment Opportunity

Contractor, for itself and its successors and assigns, agrees that during the construction of the Project provided for in the Contract:

- A. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their race, religion, color, 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- B. To the greatest extent feasible, Contractor will present opportunities for training and employment that are to be given to lower income residents of the project area, hereby defined as the City of Chicago; and that contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the Project.
- C. In order to promote equality of opportunity for minority and female personnel on this project, the following percentage goals of construction aggregated work hours in each of the categories of construction journeymen and apprentices shall apply:
 - a. At least 25% by minorities.
 - b. At least 7% by women.
- D. All construction workers covered by this Agreement shall mean skilled construction workers which include all worksite (working) foremen, journeymen, apprentices, trainees, and helpers where applicable.
- E. Salaried superintendents are excluded from the coverage of this special provision, as well as clerical workers and security guards. Contractor, in order to demonstrate compliance with the terms of this Contract, will cooperate with the City of Chicago, Department of Housing, which has the responsibility to observe and report compliance with equal opportunity regulations of federal, state and municipal agencies.

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- F. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- G. Contractor will include the provisions of paragraphs (A), (B), (C), (D), (E), and (F) stated herein in every Subcontract, so that such provision will be binding upon each such Subcontractor. Failure to comply with these provisions will be a basis to institute remedies under the provision of Paragraph 21 of the Contract.
- H. Contractor agrees to amend its Subcontract form to include the following provision:

Subcontractor recognizes the rights of the Contractor pursuant to the Conditional Assignments of subcontracts under Paragraph 9 of the Contract. Subcontractor (upon notice by the Owner that the Owner has terminated the Contract with the Contractor pursuant to the terms of Paragraph 21 thereof and that the Owner has elected, pursuant to Paragraph 9 thereof to retain the Subcontractor pursuant to the terms of its Contract with the Contractor) agrees to complete the unperformed obligations under such subcontract and, if requested by the Owner, to enter into an agreement in form and substance satisfactory to the Owner evidencing the fact that the Subcontractor is bound to the Owner under its subcontract in the manner in which it had been bound to the Contractor.

87024629

IN WITNESS WHEREOF, the parties have duly executed this Rider to the Contract, in duplicate, as of the date set forth below.

CITY COMMONS PARTNERS:

MELLON STUART COMPANY:

BY: Ten Horwitz, General Partner

BY: [Signature]

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