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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A107

Abbreviated Form of Agreement Between **Owner and Contractor**

For CONSTRUCTION PROJECTS OF LIMITED SCOPE where the Basis of Payment is a STIPULATED SUM

1978 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

This document includes abbreviated General Conditions and should not be used with other General Conditions. It has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the Hundred and Eighty Eight

day of February

in the year of Nineteen

BETWEEN the Owner: Chicago Teen Challenge, Inc.

315 South Ashland Avenue Chicago, Illinois 60607

and the Contractor:

LR and Associates, Inc.

P.O. Box 1536 Palatine, IL

the Project:

*Interior building renovations

3603 West Cortland

Chicago, Illinois 60647

the Architect:

Walter C. Carlson Associates, Inc.

1121 F Lake Cook Rd.

Deerfield, IL

The Owner and the Contractor agree as set forth below.

ARTICLE 1 THE WORK

1.1 The Contractor shall perform all the Work required by the Contract Documents for (Here Insert the caption descriptive of the Work as used on other Contract Documents.)

General Construction as shown on attached LR and Associates, Inc. proposal #R-50220-87 R1. and Walter C. Carlson drawings A-1 A6, PI & P2, M1 0 M4, E1 & E2 dated 8-14-87 and revised on 12-3-87

ARTICLE 2 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The Work to be performed under this Contract shall be commenced within 5 days after permit or 10 days after recording contract whichever last occurs and, subject to authorized adjustments, 50 os antial Completion shall be achieved not later than 12 weeks after (there insert any special provisions for liquidated damages, enting to failure to complete on time.)

Commencement

ARTICLE 3

- 3.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Two Hundred Twenty Two Thousand Seven Hundred Eighty Six Dollars and no cents. (\$222,786.00)
- 3.2 The Contract Sum is determined as follows: Lump Sum (State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

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ARTICLE 4 PROGRESS PAYMENTS

4.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the 30th day of the month as follows:

(Here insert payment procedures and provision for retainage, it any.)

- 1) 1st payment \$13,500.00 within 15 days of commencement
 - 2) Invoice to owner by 1st of month with payment on the 30th of same month. Partial waivers to be supplied at the time of payments.
 - 3) Once ninety percent (90%) of Contract Sum has been paid no further progress payments shall be made it being understood that ten percent (10%) of Contract Sum shall be withheld until Contract is fully (not substantially) performed and work fully (not substantially) completed.
- 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

there insert any rate of interest agried aprod. Ten percent per annum

(Usury laws and requirements under the Fe leval viruth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of Laws, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to defer on, modification, or other requirements such as written disclosure or waivers.)

APTICLE 5 FINAL FAYMENT

- 5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.
 - 1) Final waivers of lien to be supplied at time of final payment.
 - 2) Final payment to be made 30 days after acceptance.

ENUMERATION OF CONTRACT DOCUMENTS

6.1 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(bit below the Agreement, the Conditions of the Contract, [General, Supplementary, and other Conditions) the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

- Association, Inc.

 1) Walter C. Carlson drawings Al-A6, P1 & P2, M1-M4, E1 & E2 dated 12/3/87
- 2) LR and Associates, Inc. Proposal #R50220-87 (Attached)

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GENERAL CONDITIONS

ARTICLE 7 CONTRACT DOCUMENTS

- 7.1 The Contract Documents consist of this Agreement with General Conditions, Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, and all Modifications issued by the Architect after execution of the Contract such as Change Orders, written interpretations and written orders for minor changes in the Work. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results.
- 7.2 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.
- 7.3 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.
- 7.4 The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 8 ARCHITECT

- 8.1 The Architect will provide administration of the Contract and will be the Owner's representative during construction and until final payment is due.
- 8.2 The Architect shall at all times have access to the Work wherever it is in preparation and progress.
- 8.3 The Architect Will visit the site at intervals appropriate to the stage of construction 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. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. 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. The Architect will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- 8.4 Based on the Architect's observations and an evalua-

- tion of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 15.
- 8.5 The Architect will be the interpreter of the requirements of the Contract Documents. He will make decisions on all claims, disputes or other matters in question between the Contractor and the Owner, but he will not be liable for the results of any interpretation or decision rendered in good faith. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents. All other decisions of the Architect, except those which have been waived by the making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party.
- 8.6 The Architect will wave authority to reject Work which does not conform to the Contract Documents.
- 8.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents.

ARTICLE 9 OWNER

- 1.3 The Owner shall furnish all surveys and a legal decription of the site.
- 9.2 Ficept as provided in Paragraph 10.5, the Owner shall sective and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.
- 9.3 The Owner (hall forward all instructions to the Contractor through the Architect.
- 9.4 If the Contractor (ails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Councr, by a written order, may order the Contractor to soon the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Councr to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 10 CONTRACTOR

- 10.1 The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- 10.2 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper

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execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

10.3 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.

10.4 The Contractor warrants to the Owner and the Architect that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective.

10.5 Unless o herwise provided in the Contract Documents, the Contractor shall pay all sales, consumer, use and other similar tixes which are legally enacted at the time bids are received, and shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and commercian of the Work.

10.6 The Contractor shall give all notices and comply with all laws, ordinances, rules regulations, and lawful orders of any public authority bearing on the performance of the Work, and shall promptly notify the Architect if the Drawings and Specifications are at variance therewith.

10.7 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

10.8 The Contractor shall review, approve and submit all Shop Drawings, Product Data and Samples required by the Contract Documents. The Work shall be in accordance with approved submittals.

10.9 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.

10.10 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

10.11 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or

obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10.11. In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 10.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 10.11 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 11 SUBCONTRACTS

11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site.

11.2 Unless otherwise required by the Contract Documents or in the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Architect in writing the names of Subcontractors for each of the principal portions of the Work, The Contractor shall not employ any Subcontractor to whom the Architect or the Owner may have a reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be purformed by the Subcontractor, 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 these Documents, assumes toward the Owner and the Architect, and (2) allow to the Subconflactor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 12 WORK BY OWNER CR BY SEPARATE CONTRACTORS

12.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

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12.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 All claims or disputes between the Contractor and the Owner arising out of, or relating to, the Contract Documents or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed In writing with the other party to the Owner-Contractor Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrators shall be final, and judy nant may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Ductments shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common surstion of fact or law, (2) the presence of such person or emity is required if complete relief is to be accorded in the a bitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of his employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under the prevailing arbitration law.

ARTICLE 14 TIME

- 14.1 All time limits stated in the Contract Documents are of the essence of the Contract. The Contractor shall expedite the Work and achieve Substantial Completion within the Contract Time.
- 14.2 The Date of Substantial Completion of the Work is the date certified by the Architect when construction is sufficiently complete so that the Owner can occupy or utilize the Work for the use for which it is intended.
- 14.3 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by any other cause which the Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

ARTICLE 15 PAYMENTS AND COMPLETION

15.1 Payments shall be made as provided in Article 4 and Article 5 of this Agreement.

- 15.2 Payments may be withheld on account of (1) defective work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment, (4) damage to the Owner or another contractor, or (5) persistent failure to carry out the Work in accordance with the Contract Documents.
- 15.3 When the Architect agrees that the Work is substantially complete, he will issue a Certificate of Substantial Completion.
- 15.4 Final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- 15.5 The making of final payments shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special warranties required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

16.1 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 prenautions for the safety of, and shall provide all reasonable projection 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. He shall give all notices and comply with all applicable laws, ordinances, rules, regulations and order of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss the Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable to the acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 10.11.

ARTICLE 17 INSURANCE

17.1 Contractor's liability insurance shall be purchased

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and maintained by the Contractor to protect him from claims under workers' or workmen's compensation acts and other employee benefit acts, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, 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 in the Contract Documents, or required by law, whichever is the greater, and shall include contractual hability insurance applicable to the Contractor's obligations under Paragraph 10.11. Certificates of such insurance shall be illed with the Owner prior to the commencement of the Work.

- 17.2 The Own it shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may maintain such incerance as will protect him against claims which may arise from operations under the Con-
- 17.3 Unless otherwise provided, the Owner shall purchase and maintain property in urince upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Jre and extended coverage and shall include "all risk" it so arice for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief.
- 17.4 Any loss insured under Paragraph 17.3 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any mortgagee clause.
- 17.5 The Owner shall file a copy of all policies with the Contractor before an exposure to loss may occur.
- 17.6 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers in favor of the Owner and the Contractor by Subcontractors and Subsubcontractors.

ARTICLE 18 CHANGES IN THE WORK

18.1 The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Owner and the Architect.

- 18.2 The Contract Sum and the Contract Time may be changed only by Change Order.
- 18.3 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.

ARTICLE 19 CORRECTION OF WORK

19.1 The Contractor shall promptly correct any Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article 19 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

ARTICLE 20 TERMINATION OF THE CONTRACT

- 20.1 If the Architect fails to issue a Certificate for Payment for a period of thirty days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, rois, and construction equipment and machinery, including reasonable profit and damages applicable to the Project.
- 20.2 If the Contractor defaults or persistently fails or neglects to carr, out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, may make good such deficiencies and may deduct the cost thereof including compensation for the Architect's additional services made necessary thereby, from the payment there or thereafter due the Contractor or, at his option, and upon certification by the Architect that sufficient cause exists to justify such action, may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and 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.

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ARTICLE 21 OTHER CONDITIONS OR PROVISIONS

The subject property (3603 West Cortland, Chicago, Illinois) is legally described as:

LOTS1,2, 3, 4 AND 5 IN BLOCK 4 IN NORTH WESTERN SUBDIVISION OF ALL THAT PART OF EAST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 SOUTH OF AND ADJOINING THE NORTH 400.30 FEET OF SAID TRACT IN SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE SOUTH 50 FEET CONVEYED TO RAILROAD, IN COOK COUNTY, ILLINOIS.

No lien or claim for lien or other claim may be filed or maintained by any person, firm, corporation or other entity under or pursuant to the "Mechanics' Liens" provisions of Chapter 82 of the Illinois Rev. Stats., 1985, Ch. 82,p1-39 (entitled AN ACT elating to contractors and material men's liens, known as Mechanics' Liens. Laws 1903, p.230, poproved May 18, 1303, eff. July 1, 1903. Title amended by P.A. 79-1454,p37, approved and eff. August 31, 1976)

Contractor shall not commence work nor execute any contract with any sub-contractor or material man (suppliers) until he receives written notice from the attorney for owner that 10 days have elipsed since the recording of this contract.

payment It is understood by the parties that if Owner fails to make any progress Within 35 days after its receipt of Contractor's invoice, Contractor shall have the right to immediately cease all work until said payment has been made by owner.

13-35-314-036 allow

DEPT-01 RECORDING

#18.46

1ff2222 TRAN 4933 03/03/88 to 58:00

* 1939 4 1B * - 68 - 092845

COOK COUNTY RECORDER

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

LR and Associates, Inc.

of a Roman free

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LOUIS E. BELLANDE JR Suine 1901 180 N. LA SALLE Chicago ±11 GOGOI

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