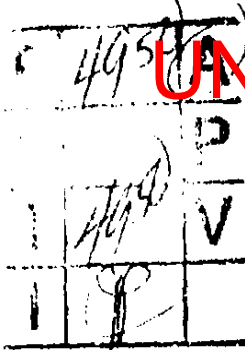


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**CONSTRUCTION
CONTRACT
FOR
SINGLE FAMILY
RESIDENCE**

DEPT. OF RECORDING 449,501
12222 TRON 9496 05/20/96 15:31:00
13263 S. K. 8-26-2 14969
COOK COUNTY RECORDER

THIS CONSTRUCTION CONTRACT FOR SINGLE FAMILY RESIDENCE ("Agreement") by and between May Magnuson, Marie Depa and Richard Depa of 277 North Clyde, Palatine, Illinois, 60067 ("Purchasers") and M & D Construction Co. of 1417 East Lillian, Arlington Heights, Illinois 60004 ("Builder") is entered on this 17 day of MAY, 1996.

WITNESSETH:

96214969

WHEREAS, at least one or more of the Purchasers own a lot which they are dividing into two separate lots and desire to hire Builder to build a single family residence on one of the subdivided lots;

WHEREAS, Purchasers desire to hire Builder to construct the single family residence for a fixed price based on the specifications attached hereto as Exhibits A and B and the plans (described below); and

WHEREAS, Builder agrees to construct such single family residence pursuant to the specifications articulated in Exhibits A and B of this Agreement and the plans (described below) and to meet all further obligations and requirements of the contract.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Construction.** Builder agrees to build upon the herein described site a single family residence pursuant to the exterior and interior specifications as set forth in Exhibits A and B and the plans (which are hereinafter defined; and shall be hereinafter referred to as the "Residence").

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The "Plans," which are hereby incorporated by reference, mean Stagg & Associates, Inc. Drawing No. 95-915:

page 1 -- elevations, dated 09/15/95;

page 2 -- floor plans, dated 09/15/95;

page 3 -- section views, dated 09/15/95; and

page 4 -- water supply and waste and vent diagrams, dated 09/21/95

and the attached site plan sketch. However, the Plans shall be modified as follows:

- a. the hot water heater shall be 50-gallon capacity, fast recovery;
- b. three (3) exterior, frost-proof faucets shall be supplied;
- c. in the rear elevation, reduce the size of the window on the lower left;
- d. in the left elevation, delete the window in the master bedroom;
- e. in the main level floor plan, at the kitchen, add a half wall and pantry per mutual agreement of the parties; and
- f. in the event any municipality, county or state inspectors or plan approval boards or any such individuals make changes to such Plans that increase the costs of the Residence, Purchasers shall bear such costs and shall remit payment to Builder 5 days after Builder makes such request for additional funds.

If in the event of a conflict between the Plans and the specifications in Exhibits, the Exhibits shall control.

2. **Site Location.** The improvement shall be built on the site legally described as follows:

THE WEST 90 FEET OF LOT 2 IN BLOCK 3 IN A.T. McINTOSH AND COMPANY'S CHICAGO AVENUE FARMS, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 02-16-403-006

COMMONLY KNOWN AS: 277 NORTH CLYDE, PALATINE, ILLINOIS

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It is understood between the parties that the property legally described above is currently in the process of being divided into two separate lots -- "Lot Number 1" and "Lot Number 2". Lot 1 refers to the north 138 feet of 277 North Clyde, Palatine, Illinois; and Lot 2 refers to the south 159.54 feet of 277 North Clyde, Palatine, Illinois. The parties intend for the Residence to be built on the portion that will be known as "Lot Number 2" ("Site").

3. **Construction Price and Payouts.** The total construction price for the Builder's performance under this Agreement shall be the sum of \$115,500.00 payable pursuant to the following schedule:

<u>PAYOUT #</u>	<u>WORK THAT NEEDS TO BE COMPLETED</u>	<u>\$ AMOUNT</u>
1	<ul style="list-style-type: none">● Excavation complete;● Footings complete and inspection reports issued; and● Foundation walls complete	\$ 25,000
2	<ul style="list-style-type: none">● Damp proofing and drain tile complete -- inspection reports issued;● Backfill complete; and● First and second floor wall-framing complete	6,500
3	<ul style="list-style-type: none">● Determined by Bank	\$ 27,500
4	<ul style="list-style-type: none">● Determined by Bank	\$ 27,500
5	<ul style="list-style-type: none">● Occupancy permit issued	Due 5 days after occupancy permit issued: \$29,000

A condition for each payout due hereunder shall be Builder supplying a sworn contractor statement of all subcontractors, laborers, and materialmen, their addresses and the amount of each of their claims, and waivers of lien for the material and labor furnished. Upon final payment, Builder shall furnish an affidavit that all claims and bills have been paid.

4. Improvement.

A. Builder shall cause the Residence to be constructed in substantial compliance with the Plans and specifications set forth in Exhibits A and B. Builder reserves the right to make changes in the Plans and specifications without the consent of the Purchasers as deemed necessary by the Builder to accommodate structural and mechanical

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elements of the Residence. Construction of the Residence shall start within 30 days after issuance of the appropriate Village permits. Foundations are usually completed within 30 days after work begins. Said Residence shall be substantially completed in a good and workman-like manner within 140 days from the date the foundation is completed. If the construction or completion of said building shall be stopped and/or delayed by reason the Builder's inability to obtain materials, labor, whether occasioned by labor or material shortages, strikes, national defense, lockouts, boycotts, adverse weather conditions, casualty, or any other reason outside of Builder's control, then the delivery of the completed Residence shall be adjourned to a date to be fixed by the Builder which date shall be a reasonable time after the resumption of construction of said premises.

B. Purchasers shall have the right to select the interior decoration colors from among the color samples provided by Builder and to pick the location of the telephone and TV jacks, and other cosmetic or utility-oriented elections in accordance with Builder's policies. In the event Purchasers shall fail to exercise this right within 5 days after notice to do so, then Builder shall have the right to decorate the interior of the Residence and to make decisions regarding the Purchasers' elections described above.

5. Warranty.

A. Subject to the provisions contained in the following paragraphs, Builder warrants that in the event of defects due to faulty construction and/or defective materials installed by Builder that appear in the home within one year from the date of the closing hereunder or the date of occupancy, whichever occurs first, in which case such notice of such defects are made to Builder within said one year period, Builder shall correct such defects.

B. Notwithstanding anything to the contrary contained in this warranty, the warranty described herein shall not apply to any consumer product, as defined by the Magnuson-Moss Warranty Act, regardless of whether such consumer product is attached to and is part of the Residence.

C. Builder shall have no obligation to correct any defect under this Section 5 if the subject of such defect shall have in any way been modified by anyone other than Builder.

D. Builder assumes no responsibility for any secondary or consequential damages caused by any defect in the home.

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E. The provisions in this warranty shall not apply to any matters which are covered by any manufacturers', contractors' or subcontractors' warranty furnished or assigned to Purchasers. The provisions of this warranty shall not apply to any matter, circumstance or condition which is directly or indirectly related to or created by any act or failure to act by or on behalf of Purchasers.

F. The provisions of this Section 5 shall not apply to ordinary wear and tear, neglect, general maintenance connected with the ownership of the Residence, acts of God, accidents or normal results of settlement, expansion, contraction or warpage in any of the materials used in the building of the residence. Notwithstanding the above, drywall stress cracks will be repaired by Builder only one time within the one year period described above.

G. The provisions of this Section 5 shall terminate if the home is sold or ceases to be occupied by Purchasers as their primary residence.

H. Smudges in the painted surfaces, mars in kitchen counter tops and vanity tops, chipping of porcelain surfaces and any item of equipment, chipping or cracking of tile, torn screens, and cracked or broken glass and windows, mirrors and electrical fixtures which are readily visible to the human eye and which are not noted for correction by Purchasers prior to closing, are excluded in this warranty.

I. All planted vegetation, including but not limited to, sod, trees, shrubbery or any other plant material either installed by Builder or in existence prior to the sale, construction, or closing is excluded from this warranty. Notwithstanding the foregoing, Builder agrees to assign all guaranties and warranties of such planted vegetation from the nursery from which it was purchased to Purchasers.

J. Builder hereby assigns to Purchasers any warranty which Builder may have, without recourse, as to items not of Builder's manufacture such as any air conditioner, water heater, refrigerator, range, dishwasher and other appliances, equipment or "consumer products" as defined by the Federal Trade Commission, to the extent such manufacturers' warranties are assignable. BUILDER'S LIMITED WARRANTY IS THE ONLY WARRANTY THAT BUILDER WILL PROVIDE. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHETHER ARISING UNDER STATE LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY, ARE DISCLAIMED AND EXCLUDED.

K. IT IS UNDERSTOOD AND AGREED THAT BUILDER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, IS LIMITED TO THE REMEDY AVAILABLE THROUGH THE LIMITED WARRANTY AND THAT AT THE EXPIRATION OF ANY PARTICULAR WARRANTY WITHIN THIS PROGRAM, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ITEMS OR EVENTS COVERED BY SUCH LIMITED WARRANTY, MAY BE BROUGHT BY THE PURCHASERS WITHOUT THE BUILDER BEING NOTIFIED OF SUCH CLAIM WITHIN THE WARRANTY PERIOD. UNDER NO CIRCUMSTANCES SHALL BUILDER BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

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INCLUDING, WITHOUT LIMITATION, ANY DAMAGES BASED ON CLAIMED DIMINUTION OF THE VALUE OF THE PROPERTY.

6. **Notices.** All notices and demands herein required shall be in writing and shall be deemed sufficient if made by personal delivery or United States Certified or Registered Mail, postage prepaid to parties at the addresses shown on the first paragraph of this contract. Notices mailed as aforesaid shall be deemed received one (1) day after the date of such mailing as evidenced by receipt of the United States Postal Services.

7. **Performance.** Time is of the essence in this Agreement.

8. **Soil Condition.** There has been no representation by Builder regarding the soil's ability to withstand the construction of the Residence as contemplated by the Plans and specifications at the Site. As such, Builder will only be responsible for his obligations under this Agreement, the Exhibits to the Agreement and the Plans. If, after excavating the property, it is determined that additional footings, piers, concrete work, or other work is necessary to construct the Residence as contemplated herein, Purchasers agree to bear such costs and immediately pay over to Builder such costs in order to maintain Builder's construction schedule.

9. **Environmental.** Builder makes no warranties, expressed or implied, about existing or future environmental conditions on the premises, including present or future pollution of the air, water from any sources, such as underground migration or seepage (including radon gas) of the existing septic field and as a result of Builder's actions to eliminate, destroy or crush the existing septic tank(s). Builder's sole warranty to purchaser is the limited warranty described in this Agreement. Builder expressly disclaims any liability for any type of damages -- whether direct, indirect or consequential -- which the real estate or its inhabitants may suffer because of any existing or future environmental conditions. Builder shall advise Purchasers of any abnormal environmental conditions found during construction.

10. **Punch List.** Prior to final payout and within five days of the anticipated issuance of the occupancy permit on the Residence, Builder shall notify Purchasers to make an inspection of the Residence with Builder and Purchasers shall execute the Builders's form of inspection report listing all items of work which the parties mutually agree are incomplete or subject to correction ("Punch List Items"). If Purchasers do not appear for such inspection on the date mutually agreed upon between Builder and Purchasers, then Builder may, but shall not be obligated to, prepare the inspection report on behalf of Builder and Purchasers and the inspection report shall be binding on Purchasers. Builder shall complete

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or correct the Punch List items within a reasonable time period but not later than thirty days subject to the availability of labor or materials and other circumstances beyond the reasonable control of Builder. Purchasers will grant Builder and its agents access to the property at reasonable times to correct Punch List items. The parties agree that if, and only if, the Punch List Items exceed five hundred dollars, valued at Builder's cost, the parties will fund in escrow for such Punch List items prior to final payout, held by the attorney for Builder, but such escrow shall not delay final payout.

11. **Possession of Property During Construction.** Builder shall have sole control and exclusive possession of the real estate and the Residence to be constructed hereunder until completion of the improvements and payment of all monies due Builder (except for final walk through and five days before final payout). Physical possession shall be tendered to Purchasers upon issuance of the occupancy permit if Purchasers are not in default under the contract. Purchasers hereby expressly, on behalf of Purchasers and on behalf of any family members of Purchasers, including minor children, waive any claim and release Builder, its agents, employees and contractors from any claim which may be made for damages or loss to person or property of Purchasers or their family members, including minor children, arising out of, caused by or in any way connected with acts, omissions or occurrences on the property, within the building, or on Builder's construction site, prior to closing, regardless of any negligence of Builder, its agents, employees, or contractors.

12. **Recording.** The parties agree that a copy of this Contract (or an abstract thereof) shall be recorded in the Cook County Recorder's Office during the construction period. Upon issuance of the occupancy permit and final payment made to Builder, the parties will enter into a mutual release and satisfaction of all obligations and liabilities under this contract that shall be recorded in the Cook County Recorder's Office.

13. **Exhibits.** Exhibits A and B attached hereto are incorporated herein and made part hereto. Unless noted otherwise in Exhibits A and B, cost allowances refer to the cost of materials only.

14. **Additional Builder Obligations and Covenants.** In addition to the foregoing, Builder agrees that:

- 1) Builder shall construct and place into operation the necessary sanitary sewer connection from existing public interface to the existing residence on "Lot Number 1" before shutting down the septic system for such residence that now exists on "Lot Number 2";

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2) Builder shall be responsible for the demolition of:

a) the septic tank by pumping it out, crushing it, and properly filling over it. The septic field will not be touched by Builder and, as such, Builder makes no representations regarding the municipal ordinances regarding the same and the environmental impact therefrom; and *I.F. Village DIES UP* *my septic tank; Builder will remove it at his expense.* *P.O. [unclear]*

b) the existing garage on "Lot Number 2" (after the new Residence is constructed on Lot Number 2 but only if the Village agrees to issue the occupancy permit for the Residence while the garage is in place. If the Village does issue the occupancy permit until said garage is demolished, the parties agree that said garage shall be demolished forthwith in order for Builder to obtain said occupancy permit);

3) Builder shall be responsible for obtaining all permits and Purchasers shall be responsible for the costs of all permits, payable upon demand of Builder;

4) At or before the final payout, Builder shall supply a spotted survey of "Lot Number 2" showing the Residence and all new exterior improvements within the building lines and no encroachment of the building setback lines or easements.

5) Builder shall be responsible for the installation of all utilities from existing public utility interfaces and placing the utilities in service; and

6) Builder shall be responsible for all utility costs during construction for the improvement.

15. Risk of Loss/Insurance. The risk of financial loss shall remain with the Purchasers throughout the term of the Agreement absent Builders' willful or wanton acts. Purchasers will be responsible for fire, lightning, storm, vandalism and casualty insurance during the term of the Agreement on the Residence. In the event that the Residence is destroyed in whole or in part during the term of the Agreement such destruction shall not void the Agreement and the Purchasers agree to apply the loss payable proceeds from its insurance carrier to the Builder that are necessary for the Builder to replace the materials and labor that were destroyed and/or lost due to the destruction in order for the Builder to bring the residence back to the level of completion that it was in prior to the destruction. Builder agrees to maintain general liability insurance and workmen's compensation insurance, as required by law, on its employees and Builder and to hire only subcontractors that also carry workmen's compensation insurance on its employees, as required by law.

16. Entire Agreement. This Agreement constitutes the entire Agreement between the parties. No representation, warranties, undertakings or promises, whether oral, implied or otherwise have been made by either Builder or Purchasers to the other unless expressly stated herein or unless mutually agreed to in writing by the parties. All amendments,

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supplements or riders hereto, if any, shall be in writing and executed by both parties. ANY CHANGES AND ALTERATIONS IN THE RESIDENCE WHICH ARE DESIRED BY PURCHASERS SHALL BE PERFORMED BY BUILDER IF BUILDER APPROVES SUCH CHANGES IN WRITING AND PURCHASERS DEPOSIT WITH BUILDER SUFFICIENT FUNDS AS DETERMINED BY BUILDER TO PAY FOR SUCH CHANGES AND ALTERATIONS. Therefore, no "extras" will be recognized unless in writing and prepaid by Purchasers.

M & D CONSTRUCTION CO., BUILDER

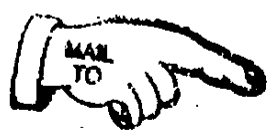
By: *D. McKeon*
Its: *Douglas M. McKeon*

May Magnuson
May Magnuson, Purchaser

Marie Depa 3/9/96
Marie Depa, Purchaser

Richard Depa
Richard Depa, Purchase

PREPARED BY:
LAVELLE LEGAL SERVICES, LLP
208 S. LaSalle, Suite 1200
Chicago, IL 60604



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EXHIBIT A - INTERIOR SPECIFICATIONS

1. Insulation - As per plans
 - A) R-13 walls Kraft faced; and
 - B) R-30 ceiling Kraft faced (batt and blown).

2. Drywall - As per plans
 - A) 5/8" fire-code type X in garage;
 - B) 1/2" regular to home; and
 - C) 1/2" water-resistive to tub and shower areas.

3. Paint - As per plans
 - A) One coat of sheetrock primer;
 - B) Two coats of ceiling white;
 - C) Two coats flat wall paint; and
 - D) Color selected by Purchasers (subject to Section 4 of the Agreement).

4. Electric - As per plans
 - A) All recessed cans included;
 - B) All bath fans included;
 - C) All pull-chain fixtures included;
 - D) Basement bath - 30" bar light included;
 - E) Hall bath - 30" bar light included;
 - F) Master bath - 24" bar light included;
 - G) All closet fixtures included;
 - H) Laundry globe light included;
 - I) Ceiling light in garage included;
 - J) Ceiling fans - supplied by Purchasers; installed by Builder; and
 - K) Interior light fixtures - supplied by Purchasers; installed by Builder.

5. Doors/Trim - As per plans
 - A) Doors - Legacy Flush Finish - colors selected by Purchasers (subject to Section 4 of the Agreement);
 - B) Colonial 3" baseboard;
 - C) Colonial 2 1/4" casing;
 - D) Shelf and pole in each closet-wire; and
 - E) Four shelves in linen closet-wire.

6. Phone/Cable T.V.
 - A) Pre-wire home complete - every room at location specified by Purchasers (subject to Section 4 of the Agreement);

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- B) T.V. Antenna - Supplied by Purchasers; installed by Builder; and
- C) Phone wire supplied by Purchasers; installed by Builder.

7. Floor Coverings

- A) Vinyl tile in kitchens, master bath, \$2.00 per sq. ft. allowance;
- B) Ceramic tile in hall bath and bath, and lower level bath, \$3.00 per square foot material allowance;
- C) Entry tile material allowance \$4.00 per square foot, type to be determined later;
- D) Carpet and padding to be supplied and installed by Purchasers. Builder will have a 3/4" plywood subfloor on upper level and a concrete slab on lower level ~~ready for Purchasers' installation; and~~ *see Change order #277 w/ V20, HKD*
- E) No hardwood floors are included or contemplated by the parties in determining the construction price (Section 3 of the Agreement).

8. Tub/Shower Surround

As per plans; color choice by Purchasers (subject to paragraph 4 of the Agreement)

9. Cabinets - As per plans

- A) Merrilat (oak flush panel doors; Springbrook or comparable model);
- B) Bath vanities to be Merrilat oak flush (Springbrook or comparable model);
- C) All formica countertops;
- D) Vanity tops to be standard grade cultured marble; and
- E) Style and colors to be selected by Purchasers.

10. Hardware

- A) Schalge entrance lock, F-series;
- B) Schalge interior knobs, F-series; polished brass;
- C) Shower doors;
- D) Chrome toilet paper holder, chrome towel bar in each bath;
- E) Tub curtain rods;
- F) Grab bar in hall bath tub; and
- G) Door stops.

11. Appliances

Two (2) stoves and one (1) automatic dishwasher supplied by Purchasers; installed by Builder.

Two (2) refrigerators - supplied and installed by Purchasers.

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EXHIBIT B - EXTERIOR SPECIFICATIONS

1. Foundation - As per plans.
2. Steel Beams - As per plans.
3. Framing - As per plans.
4. Roofing - As per plans
 - A) 25-year warranty, shingle, standard, 3 tab fiberglass; and
 - B) Manufacturer and color selected by Purchasers.
5. Masonry - As per plans
 - A) \$275.00 per 1000 brick allowance; and
 - B) Color selected by Purchasers (subject to paragraph 4 of the Agreement).
6. Siding, Exterior Trim - As per plans
 - A) Vinyl; and
 - B) Color selected by Purchasers (subject to paragraph 4 of the Agreement).
7. Gutters - As per plans
 - A) Splash blocks included;
 - B) Seamless gutters and downspouts; and
 - C) Color selected by Purchasers (subject to Section 4 of the Agreement).
8. Garage Doors - As per plans
 - A) Steel insulated raised panel;
 - B) Color selected by Purchasers (subject to paragraph 4 of the Agreement); and
 - C) Electric garage door opener with 2 transmitters; electric eye.
9. Windows - As per plans
 - A) Certainteed vinyl windows or pella proline; choice by Purchasers (subject to paragraph 4 of the Agreement);
 - B) Vinyl clad;
 - C) Insulated glass;
 - D) Screens included; and
 - E) Color will be white.
10. Exterior Doors - As per plans
 - A) Front door steel insulated oval glass;
 - B) Storm door with interchangeable screens included; and
 - C) Sliding doors (vinyl with insulated glass) per Plans with screens.

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11. Sidewalks and Driveways - As per plans
 - A) Front service sidewalk only from drive to front door; and
 - B) Asphalt drive.

12. Landscape - Grading as per plans -
 - A) Fully sodded;
 - B) Two 2" caliper trees in parkway; and
 - C) Purchasers selects variety of trees from approved Village list.

13. Utilities - As per plans.

14. Miscellaneous - As per plans
 - A) Mailbox and post;
 - B) Street address 4" black numbers;
 - C) All exterior lights (Polished brass) located per plans; and
 - D) Exterior lighted door bell - front.

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M & D CONSTRUCTION

1417 E. Lillian
Arlington Heights, IL 60004
(708) 398-3173

Specification Additions

- 1) Install upper and lower level
Thermostats.
- 2) Install two layers of house wrap
to exterior north wall.
- 3) Angle corners of garage door opening.

These items to be added to home
at no additional cost to purchasers.

DMO 3/9/96
Douglas O'Keefe

Mary Magrison
Mary Magrison

MARIE DEPA
MARIE DEPA

Richard Depa
Richard Depa

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FROM:

M & D Construction Co.
1417 E. Lillian
Arlington Hts., IL 60004
(708) 398-3173

PAGE NO. 1 OF 1 PAGES
DATE 3-9-96

PROPOSAL SUBMITTED TO:

Mary Magarino, Home Dept. Administrator
277 N. Pleno
Palatine, IL

JOB NAME

Stage ORXX (Stagger System)

CITY/STATE/ZIP

Palatine, IL 60067

PHONE

358-2502

We hereby submit specifications and estimates for:

Provide labor and material for lower level Stagger floor system to be added to new home bay for structure. All lower level will be covered except utility rooms.

Specifications

2x4 - P.P.N. TRAPAS @ 16" O.C.
3/4" 16" S.C. FLOOR OVER 2x4

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We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of _____ dollars (\$ 3700.00) with payment to be made as follows:

Two thousand seven hundred
upon completion of Stagger floor system in structure

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. This proposal subject to acceptance

within 7 days and is void thereafter at the option of the undersigned.

Authorized Signature

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

ACCEPTED:

Signature

Signature

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CO. notations of the
notary of the
COUNTY CLERK'S OFFICE
DECEMBER 1897

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