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2000-09-21 10:26:24

Cook County Recorder 27.50



00736394

CLAIM FOR MECHANICS' LIEN

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

The Claimant, Pickus Construction and Equipment Co., Inc., of Waukegan, County of Lake, State of Illinois, hereby files notice and claim for lien against Cummins Winnetka Galleria L.L.C, of Winnetka, County of Cook, State of Illinois, (hereinafter referred to as "Owner"), and states:

That on or about February 12, 1999, the Owner owned the following described land in the County of Cook, State of Illinois, to wit: See attached Exhibit A which is incorporated herein by reference.

Permanent Real Estate Index Number(s): 05-20-203-013-0000, 05-20-203-014-0000, 05-20-203-015-0000, 05-20-203-016-0000, 05-20-203-032-0000, 05-20-203-033-0000.

Address(es) of premises: 562-72 Lincoln Avenue, Winnetka, Illinois, and Claimant was Owner's Contractor for the improvement thereof.

That on or about February 12, 1999, said Contractor Cummins Group Manager L.L.C. as an authorized agent for the Owner made a written contract with the Claimant (See attached Exhibit B) to provide construction labor, services and materials for general construction work for and in said improvement, and that the Claimant did so provide construction labor, services and

Property of Cook County Clerk's Office

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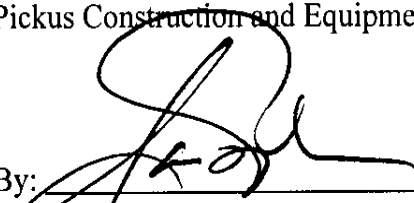
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materials for and in said improvement, and completed delivery of labor, materials and other services on May 24, 2000.

That said Owner is entitled to credits on account leaving due, unpaid and owing to the Claimant, after allowing all credits, the sum of Eleven Thousand Five Hundred Ninety Dollars and No Cents (\$11,590.00), for which, with interest, the Claimant claims a lien on said land and improvements and on the monies or other considerations due or to become due from the Owner under said contract against said Contractor and Owner.

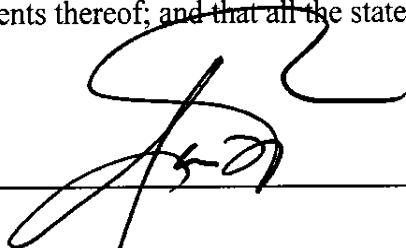
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Pickus Construction and Equipment Company, Inc.


By: 
James L. Pickus, Vice President

State of Illinois)
) SS.
County of Lake)

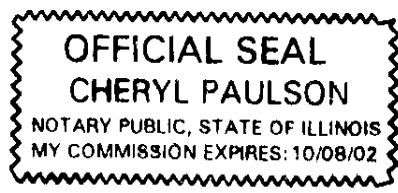
The affiant, James L. Pickus, being first duly sworn, on oath deposes and says that he is the Vice President of the Claimant; that he has read the foregoing notice and claim for lien and knows the contents thereof; and that all the statements therein contained are true.



Subscribed and sworn to before me this 20TH day of Sept., 2000.



Notary Public



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This document was prepared by James J. Babowice

Mail to: James J. Babowice
32 North West Street, Suite 102
Waukegan, Illinois 60085



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CHICAGO TITLE INSURANCE COMPANY

400 S. JEFFERSON, CHICAGO, IL 60607

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TRACT INDEX SEARCH

Order No.: 1401 S9540631 sp

Additional Tax Numbers:

00736394

Legal Description:

LOT 1 IN CUMMINS WINNETKA GALLERIA CONSOLIDATION, A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, RECORDED JANUARY 27, 1999 AS DOCUMENT 99087636, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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EXHIBIT A

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**CONTRACT FOR
WINNETKA GALLERIA**

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EXHIBIT B

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AIA Document A101

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**Standard Form of Agreement
Between Owner and Contractor**
*where the basis of payment is a
STIPULATED SUM*

1987 EDITION

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

*The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted
in this document by reference. Do not use with other general conditions unless this document is modified.*

This document has been approved and endorsed by the Associated General Contractors of America.

AGREEMENT

made as of the 12th day of February in the year of
Nineteen Hundred and Ninety-Nine

BETWEEN the Owner: Cummins Winnetka Galleria LCC
(Name and address) 412 Greenbay Road
Kenilworth, IL 60043

and the Contractor: Pickus Construction & Equipment Co., Inc.
(Name and address) 1220 Grand Avenue / PO Box 710
Waukegan, IL 60079-0710

the Project is: Winnetka Galleria
(Name and address) 562-572 Lincoln Avenue
Winnetka, IL 60093

the Architect is: Myefski Cook Architects, Inc.
(Name and address) 361 Park Avenue, Suite C
Glencoe, IL 60022

The Owner and Contractor agree as set forth below.

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ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiation, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

2.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

All concrete work including structural excavation and backfill in accordance with specification sections.

02230 Site Clearing
02300 Earthwork
02751 Portland Cement Concrete Paving
03300 Cast In Place Concrete

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

No later than February 22, 1999.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than
(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not state elsewhere in the Contract Documents.)

Completion Dates:
4/22/99 Substructure
8/27/99 Superstructure
10/22/99 Site Work

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

There are no provisions for liquidated damages.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of **Four Hundred Thousand** Dollars

(\$ 400,000.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

(State the number or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

4.3 Unit prices, if any, are as follows:

Dirt excavation and removal from site and granular fill compacted in place - \$60.00/cubic yard for additional work outside the scope of this contract.

ARTICLE 5 PROCESS PAYMENTS

5.1 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 below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: PBC

5.3 Provided an Application for Payment is received by the Architect not later than the ~~first (1st)~~ 15th day of the month, the Owner shall make payment to the Contractor not later than the ~~Fifteenth (15th)~~ 15th day of the month. ~~If any Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.~~

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Applications for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to complete Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of **Zero** percent (0%). Pending final determination of cost to the Owner of change in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitable stored off the site at a location agreed upon in writing), less retainage of **Zero** percent (0%).

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to **One Hundred** percent (100%) the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the referenced refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Fifteen Percent (15%)

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(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business the location of the Project and elsewhere may affect the validity of this provision. Legal advise should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

1. Fibers will be used in lieu of welded wire fabric in slabs and toppings.
2. All concrete walls will meet ACI 347 Class B finish.
3. Excludes form liners.
4. Excludes caulking and control joints.
5. Excludes rubbing, patching, or cleaning existing foundation walls.
6. Excludes trench drains.
7. Excludes radiant heat.
8. Excludes surveys.
9. Excludes testing.
10. Excludes all permits, bonds, and fees.
11. Excludes latent soil conditions.
12. Includes pumping, temporary electric and temporary roads for concrete work only.
13. Excludes all non-slip aggregate or dry shake color hardener.
14. Work supervised and coordinated by William A. Randolph, *in accordance with Exhibit I*
15. Waterstop where shown on drawings only.
16. All control joints to be sawcut, not tooled.
17. All column footings to be earth formed.
18. Excludes tree protection
19. Excludes asphalt remove at Lincoln Avenue.
20. Excludes winter conditions. *Unless authorized in writing, Water Control will not be used or paid for*
21. All shoring at east elevation is permanent not temporary and shall remain in place in lieu of notes indicated on drawings which indicate shoring is temporary. *as shoring does not interfere with other elements wall,*

ARTICLE 8 COSTS NOT TO BE REIMBURSED

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

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9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:

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Document	Title	Pages
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None

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
02230	Site Clearing	1
02300	Earthwork	2
02751	Portland Cement Concrete Pavement	2
03300	Cast-in-Place Concrete	3

9.1.5 The Drawings are as follows, and are dated 12-9-98 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
A0.1	TITLE SHEET, SITE PLAN, LEGEND	12/9/98
A0.2	GENERAL NOTES	12/9/98
A0.3	GENERAL NOTES	12/9/98
A0.4	F.A.R. DIAGRAM	12/9/98
A1.1	LOWER LEVEL PLAN	12/9/98
A1.2	FIRST FLOOR PLAN	12/9/98
A1.3	SECOND FLOOR PLAN	12/9/98
A1.4	THIRD FLOOR PLAN	12/9/98
A1.5	ROOF PLAN	12/9/98
A1.6	LOWER LEVEL & 1ST FLOOR CORE PLAN	12/9/98
A1.7	2ND & 3RD FLOOR CORE PLANS	12/9/98
A2.1	2A UNIT PLAN	12/9/98
A2.2	2B UNIT PLAN	12/9/98
A2.3	2C UNIT PLAN	12/9/98
A2.4	2D UNIT PLAN	12/9/98
A2.5	2E UNIT PLAN	12/9/98
A2.6	3A UNIT PLAN	12/9/98
A2.7	3B UNIT PLAN	12/9/98
A2.8	3C UNIT PLAN	12/9/98
A3.1	DOOR SCHEDULES, TYPES, DETAILS	12/9/98
A3.2	UNIT DOOR SCHEDULES, TYPES, DETAILS	12/9/98
A3.3	FINISH & WINDOW SCHEDULES, PARTITION TYPES	12/9/98
A4.1	NORTH AND EAST ELEVATIONS	12/9/98
A4.2	SOUTH AND WEST ELEVATIONS	12/9/98
A4.3	ENLARGED BUILDING ELEVATIONS	12/9/98
A4.4	ENLARGED BUILDING ELEVATIONS	12/9/98
A5.1	BUILDING SECTIONS	12/9/98
A5.2	WALL SECTIONS	12/9/98
A5.3	WALL SECTIONS	12/9/98
A6.1	INTERIOR ELEVATIONS	12/9/98
A6.2	INTERIOR ELEVATIONS	12/9/98
A6.3	INTERIOR ELEVATIONS	12/9/98
CE.1	TITLE SHEET	8/28/98
CE.2	DEMOLITION PLAN	8/28/98

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CE.3	UTILITY AND GEOMETRIC PLAN	8/28/98
A7.1	INTERIOR DETAILS	12/9/98
S1.0	FOUNDATION & LOWER LEVEL PLAN	9/24/98
S2.0	1ST FLOOR FRAMING	9/24/98
S3.0	2ND FLOOR FRAMING	9/24/98
S4.0	3RD FLOOR FRAMING	9/24/98
S5.0	ROOF FRAMING	9/24/98
S6.0	FOUNDATION DETAILS	9/24/98
S6.1	FOUNDATION DETAILS	9/24/98
S6.2	DETAILS & FLOOR FRAMING SECTIONS	9/24/98
S6.3	DETAILS & FLOOR FRAMING SECTIONS	9/24/98
S6.4	DETAILS & FLOOR FRAMING SECTIONS	9/24/98

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9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
1	12/18/98	22
2	12/31/98	6
3	1/7/99	9

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, instruction to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in the Agreement. They should be listed here only if intended to be part of the Contract Documents.)

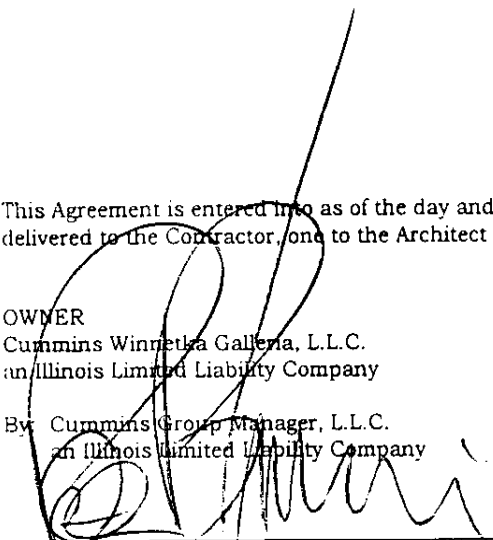
EXHIBIT I - ATTACHED
EXHIBIT B - ATTACHED


This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER
Cummins Winnieka Galleria, L.L.C.
an Illinois Limited Liability Company

By: Cummins Group Manager, L.L.C.
an Illinois Limited Liability Company

CONTRACTOR
Pickus Construction & Equipment Co., Inc.


(Signature)


(Signature)

Peters Cummins, Manager

James L. Pickus, Vice President

(Printed name and title)

(Printed name and title)

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Exhibit "B"

Insurance

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

Type

Workmen's Compensation Policy	Statutory and \$ 500,000 Employer's Liability
Comprehensive General Liability	\$500,000 per occurrence
Bodily Injury/Property Damage	\$500,000 per occurrence

Policy includes but not limited to:

- a. Premises / Operation
- b. Blanket Contractual
- c. Products / Completed Operations
- d. Personal Injury (Exclusion C Deleted)
- e. Explosion, collapse and Underground Hazards Insured
- f. Board Form Property Damage
- g. Employees as insured

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Comprehensive Automobile Liability including all Owned, non-owned hired vehicles and equipment	\$500,000 per occurrence
Bodily Injury and Property Damage	\$500,000 per occurrence
Commercial Umbrella Policy	\$1,000,000 per occurrence

(A) Retention Limit Maximum \$ 10,000

Contractor is responsible for and indemnifies Owner from any and all losses or claims either during or resulting from work done in performance of this contract. Such claims are not to be considered construction cost.

Contractor shall include as Additional Named insurance on all insurance policies the following.

The Cummins Group Winnetka Galleria, L.L.C.

The Cancellation Clause shall be amended to read as follows: "Should any of the above described Policies be canceled before the expiration date thereof, the issuing company will mail 30 written Notice to the below named certificate holders.

Certificate Holders shall be:

Myefski Cook Architects, Inc.
716 Vernon Avenue
Glencoe, IL 60022

The Cummins Winnetka Galleria, L.L.C.
412 Greenbay Road
Kenilworth, Illinois 60043

Contractor and/or subcontractor shall be responsible for the delivery of certificates of insurance to certificate holder (s) prior to the start of construction activities. Any certificate delivered that does not contain the information as detailed in this Schedule will be deemed to not have been received, and Contractor shall not authority to enter the site to commence Work. Additionally, any progress payments due Contractor may be held until insurance documents are in order. Further, Contractor warrants that he will obtain from all subcontractors certificates of insurance in accordance with contract documents and listing Additional Name Insured (s) noted herein and shall provide evidence of same upon request.