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7017/0108 43 005 Page 1 of 8

2001-11-28 11:22:54

Cook County Recorder 19.50

COOK COUNTY

RECORDER

EUGENE "GENE" MOORE

ROLLING MEADOWS

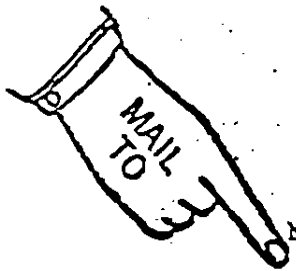


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Subcontractors Lien

TYPE OF DOCUMENT

Property of Cook County Clerk's Office



MAIL TO:

NAME AND ADDRESS OF PREPARER:

Four sets of horizontal lines for address and name information.



EUGENE "GENE" MOORE

RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES
COOK COUNTY, ILLINOIS

SUBCONTRACTORS' NOTICE AND CLAIM FOR LIEN
PURSUANT TO 770 ILCS 80/25

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The claimant, J. A. Interior Applications, Inc., of Naperville, Du Page County, State of Illinois, hereby files Notice and Claim for Lien against Gemini Construction Corp., Contractor, of Mokena, County of Will, State of Illinois and 92nd Commercial, LLC, 141 W. Jackson Blvd., Suite 3805, Chicago, Illinois 60604 and Walgreen Co./Bond Drug Company of Illinois, Owners, Chicago, County of Cook, State of Illinois, and states:

That on July 6, 2001 the Owners owned the following described land in the County of Cook, State of Illinois to wit:

LOT 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, IN DAVIS' RESUBDIVISION OF LOT 12 OF BLOCK 71 OF SOUTH CHICAGO, AS SUBDIVISION BY THE CALUMET & CHICAGO CANAL & DOCK CO. OF THE EAST ½ OF THE WEST ½ OF PARTS OF THE EAST FRACTIONAL ½ OF FRACTIONAL SECTION 6 NORTH OF THE INDIAN BOUNDARY LINE AND THAT PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, LYING NORTH OF THE MICHIGAN SOUTHERN RAILROAD AND FRACTIONAL SECTION 5, NORTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS,

AND
A STRIP OF LAND 3 FEET IN WIDTH LYING BETWEEN 13, 14, 15 AND 16 ON THE EAST AND LOT 17 ON THE WEST IN DAVIS' RESUBDIVISION AFORESAID.

ALSO
LOT 22 IN DAVIS' RESUBIDIVISION OF LOT 12 IN BLOCK 71 IN THE SUBDIVISION BY CALUMET AND CHICAGO CANAL DOCK CO. IN SECTION 5 AND SECTION 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

- Permanent Index Nos.: 26-06-402-024-0000
- 26-06-402-027-0000
- 26-06-402-026-0000
- 26-06-402-025-0000
- 26-06-402-016-0000

Commonly known as: 2924 E. 92nd Street, Chicago, Illinois 60664

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That on July 16, 2001, said Contractor made a written contract with American Polymer Corp. to furnish labor, supplies and GSS Coating Materials necessary to graffiti proof the existing structure. On July 17, 2001 American Polymer Corp. subcontracted the labor pursuant to a written Work Order to J. A. Interior Applications, Inc. On August 7, 2001 the claimant completed thereunder all required by said Contract to be done. A copy of said Contract is attached as Exhibit A. A copy of said Work Order is attached as Exhibit B.

That said contractor is entitled to credits on account thereof as follows to wit:

None leaving due, unpaid and owing to the claimant, after allowing all credits, the sum of Six Thousand Four Hundred Forty Nine Dollars (\$6,449.00) as set forth on the Work Order attached as Exhibit B.

J. A. Interior Applications, Inc.

By: Judith Yearian
its: President

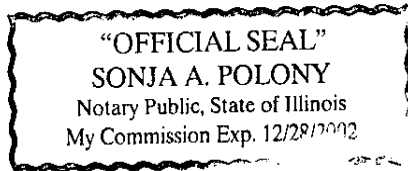
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The affiant, Judith Yearian, being first duly sworn on oath, deposes and says that she is the President of J. A. Interior Applications, Inc., the claimant, that she is authorized to execute this Notice and Claim for Lien, that she has read the foregoing Notice and Claim for Lien and knows the contents thereof, and that all the statements therein are true.

Judith Yearian

Subscribe and sworn to before me
this 27~~th~~ day of November, 2001

Sonja Polony
Notary Public



after recording
Return to: Brian J. Wanca
3601 Algonquin Rd #333
Rolling Meadows, Ill 2
60008





BY HIBITA
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SUBCONTRACT

Gemini Construction Corp.
9700 West 197th St.
Mokena, IL 60448

CONTRACT#: 2000630
PAGE#: 1

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AGREEMENT:

Made as of 07/16/2001.

BETWEEN the Contractor: Gemini Construction Corp.
9700 West 197th St.
Mokena, IL 60448

and the Subcontractor: **AMERICAN POLYMER CORP.**
9176 SOUTH 300 WEST
SANDY, UTAH 84070

The Contractor has made a contract ("Construction Contract") for construction with;

The Owner: **Preferre Development**
141 West Jackson Street
Chicago, Illinois, 60604

For the following Project: **20006**
WALGREENS 92nd & COMMERCIAL
2924 E. 92nd STREET
Chicago, Illinois 60604

The Architect for the Project:

The Contractor and Subcontractor agree as set forth below.

1. Contract Documents

The Contract Documents consisting of the plans, specifications, Contractor's Construction Contract, and all documents referenced in the Construction Contract are incorporated as part of this Subcontract. All capitalized terms shall have the meaning set forth in the Contract Documents.

2. Commencement

The Subcontractors date of commencement shall be the date of this Agreement, unless a different date is stipulated by the Contractor in writing in a notice to proceed.

3. Subcontract Work

The Subcontractor shall execute the following portion of the Work in the Contract Documents (the Subcontract Work).

Description of Work	Cost Code	Amount
ANTI-GRAFFITI COATINGS	9900 Painting	14,448.00

The following list of items is intended to be an overview of the Subcontract Work and its scope in no way relieves the Subcontractor from their full responsibilities under the Contract Documents.

SEE ATTACHMENT A

4. Services

Subcontractor shall furnish all supervision, labor, material, fuel, power, equipment, transportation, detail drawings, samples and services necessary to provide, fabricate, install and completely finish all Subcontract Work. Subcontractor shall not perform any additional work without written authorization from Contractor

5. Subcontract Sum

The Contractor shall pay the Subcontractor for performance of the Subcontract Agreement the sum of, **EXACTLY FOURTEEN THOUSAND FOUR HUNDRED FORTY-EIGHT DOLLARS (\$ 14448.00)** subject to additions and deletions per executed Contractor change orders.

6. Progress Payments

Contractor shall pay to Subcontractor the approved invoiced amount less (10.00%) retainage within ten (10) days after payment by Owner to Contractor for the invoiced Subcontract Work. No payment made under this Subcontract shall constitute admission by Contractor that Subcontractor Work is not Defective.

7. Substantial Completion and Final Payment

Upon Substantial Completion, Subcontractor shall complete all items listed by Contractor or Architect needing completion or repair ("Punch List"), which Punch List may be amended from time to time. Upon completion of the Punch List and the faithful performance of all other obligations in this Subcontract, Final Payment shall be made in the same manner as Progress Payments. Before issuance of the final payment, the Subcontractor shall submit evidence satisfactory to the Contractor that all indebtedness connected with the Subcontractor's Work have been satisfied.

8. Warranty

Subcontractor hereby warrants that all materials shall be new, that all Subcontract Work shall be performed in a good and workmanlike manner in accordance with the best practice of other contractors similarly situated to Subcontractor and with applicable laws, ordinances and resolutions, that all Subcontract Work shall conform to the Subcontract and Contract Documents and shall be free from defects in Contractor's or Owner's opinion. Any Subcontract Work not in conformance with this warranty shall be considered defective ("Defective Work"). In addition to Subcontractor's warranty obligations above, Subcontractor agrees to repair or replace any Defective Work (including, without limitation, materials) for a period of one (1) year from the date of final payment or early termination of this Subcontract herein provided. Subcontractor agrees to replace Defective Work performed during the warranty period for one (1) year from the date of performance of such work.

9. Waivers of Lien

Subcontractor agrees to furnish and deliver to Contractor prior to receipt of any progress payment on a form acceptable to Contractor partial waivers of lien of Subcontractor and any of its subcontractors. Prior to Final Payment to Subcontractor, agrees to furnish final waivers of lien for itself and any of its subcontractors on a form acceptable to Contractor.

10. Release of Liens

Subcontractor agrees to pay its subcontractors promptly and keep the Project and all funds owed to Subcontractor free and clear of all claims, encumbrances, notices of liens, security interests, stop notices, recorded liens, or complaints to foreclose on such liens (collectively "Lien Claims") by its subcontractors. Subcontractor agrees to indemnify Contractor and Owner from such Lien Claims. Subcontractor agrees to allow Contractor to defend or pay all such Lien Claims at Contractor's discretion and obtain reimbursement from all sums paid by Contractor to satisfy such Lien Claims and Contractor's reasonable attorneys' fees for defending or prosecuting such Lien Claims.

11. Waiver of Contribution and Indemnification

To the fullest extent permitted by law, Subcontractor shall waive any right of contribution and shall indemnify and hold harmless Contractor and Owner, except to the extent of their own negligence, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from or in connection with the performance of Subcontract Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of Subcontractor, or by anyone directly or indirectly employed by it or for whose acts Subcontractor may be liable.

12. Termination

Contractor shall have the right, with or without cause, to terminate this Subcontract at any time hereafter, effective upon not less than three (3) working days' prior written notice. Contractor shall pay Subcontractor its actual cost of the labor and material supplied to the Project through the date of termination and a pro rata portion of Subcontractor's profit and overhead, less all sums Contractor believes it has incurred or will incur as a result of Subcontractor's breach of this Subcontract, including, without limitation, additional expenses for management and administrative services, attorney's fees, additional costs to complete or correct Subcontract Work, and consequential damages. In no event shall Subcontractor be entitled to lost profits or consequential or incidental damages resulting from such termination.

13. Time Is Of The Essence

Subcontractor agrees that time is of the essence regarding this Subcontract. Subcontractor shall provide adequate labor forces to meet the Contractor's schedule and shall not delay succeeding Subcontractors from performing their subcontract work in order for the Contractor to meet the Date of Substantial Completion.

14. Shop Drawings and Field Work

Subcontractor agrees to take responsibility and be responsible for all field measurements, elevations, and grades relating to Subcontract Work. Subcontractor agrees that approval of shop or other drawings prepared by or at the direction of Subcontractor shall not relieve Subcontractor from responsibility for the proper fitting and construction of its Subcontract Work, for the furnishing of material or labor which may be required but which are not indicated on the drawings approved, or for compliance with the Contract Documents.

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15. No Damages For Delay

Subcontractor shall not be entitled to receive any monetary compensation for Subcontractor's delay in performance of its Work, no matter who or what caused the delay. Should Subcontractor be delayed, Subcontractor may be permitted an extension of time to complete the Subcontract Work if it tenders a written notice to Contractor identifying the delay, the cause of the delay and the estimated time of delay within forty-eight (48) hours after beginning to incur such delay.

16. Labor

Contractor reserves the right to demand the termination from the Project of any of Subcontractor's employees or contractors.

17. Insurance

Subcontractor agrees to obtain insurance which complies with the requirements of the Contract Documents for the limits proscribed for Contractor in the Construction Contract unless otherwise stated on the front of this Agreement. In the event the Owner obtained Builder's Risk Insurance, Subcontractor shall be responsible for one hundred percent (100%) of Owner's deductible should a claim be made regarding, in whole or in part, Subcontractor's property.

18. Taxes

Subcontractor agrees to pay all taxes for its Subcontract Work.

19. Job Site Safety

Subcontractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Subcontract Work and shall give all required notices.

20. Rubbish Removal

Subcontractor agrees to remove from premises all rubbish, debris and surplus material which may accumulate from prosecution of the Subcontract Work, should Subcontractor fail to do so, the Contractor may, at its option, cause same to be removed and charge the expense of such removal to Subcontractor.

21. Site Conditions

Subcontractor shall examine the site and notify Owner in writing before starting Subcontract Work if any conditions of the structure and/or surface at the Project are not acceptable.

22. Attorneys' Fees

Subcontractor agrees to pay all costs and expenses of Contractor including, without limitation, attorneys' fees incurred by Contractor in connection with enforcement of the performance by Subcontractor of the terms and provisions of this Subcontract.

23. Continuing Work Despite Dispute

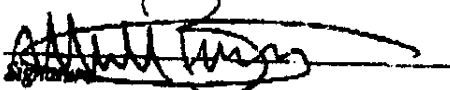
In the event of dispute with Contractor concerning payment, Subcontractor shall continue to perform the Subcontract Work diligently, provided that Contractor shall pay all amounts not in dispute and required to be paid hereunder.

24. Assignment

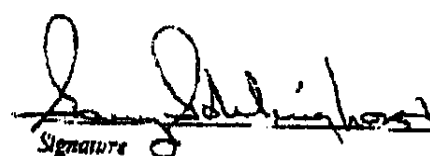
Contractor may assign or transfer its interest in this Subcontract without the consent of Subcontractor or other limitation. Subcontractor may not assign or transfer its interests in this Subcontract.

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

GEMINI CONSTRUCTION CORP.



Mark Berardelli - President
Printed Name and Title



Gary Schlinghorst
Printed Name and Title Sales Manager

EXHIBIT B

A P M O E L R Y I M C E A R N

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WORK ORDER

July 17, 2001

TO: J & A INTERIOR APPLICATIONS, INC.
1701 QUINCY AVENUE, UNIT #7
NAPERVILLE, IL 60540

American Polymer authorizes J & A Interior Applications, Inc. to apply GSS product on the following project:

WALGREENS
2924 EAST 92ND STREET
CHICAGO, IL 60604
CONTACT PERSON: Rob Pisowicz (708) 479-9387

Square footage to be coated: 6,449 sq ft, Total contract amount \$ 6,449 to begin Monday, July 23, 2001 and be completed by July 24, 2001. Application is to include the following:

- Power wash surfaces to be treated
- Apply GSS product, including barrier coat(s) and two top coats
- Demonstration to project manager or store manager on proper removal process, to include written and verbal instructions on graffiti removal using the Erasol Product

Please provide the above information to American Polymer prior to beginning the project:

- Form W-9 (sign and return copy enclosed)
- Certificate of Insurance for Liability and Workers Compensation naming Gemini Construction Corp., General Contractors, and American Polymer Corp as additional insured.
- Copy of Contractor's License

MSDS and Technical data for the project are enclosed. This copy is to be put with the product when it arrives, and should remain with the product through the GSS application process.

Product to be used will include: ClearVu, Clear Flat, Aqualock and Erasol (for demonstration)

Acceptance of bid by American Polymer Corp



Renecka Jones
Administrative Supervisor

0011117521

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