



STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

**NOTICE AND CLAIM OF MECHANIC'S LIEN**

The lien claimant, Augusto Grillo, d/b/a Cricket Construction Group, Inc. of 2820 West North Ave. Chicago, Illinois County of Cook, State of Illinois, hereby files a claim for Mechanics Lien against Hispanic Housing Development Corporation (Owner) and Tropic Construction (Project Manager) of 205 West Wacker Drive, Chicago, Illinois 60606 who owned and managed the following described premises:

LOT 15 IN BALL'S SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 13-36-106-055

Commonly known as 3116 W. Lyndale, Chicago, Illinois 60647

That on July 18, 2002, the lien claimant was employed by Tropic Construction (Project Manager), 205 West Wacker Drive, Chicago, Illinois 60606 to provide services, materials and labors for rehabilitation to the structure located at 3116 W. Lyndale, Chicago, Illinois 60647 and did accordingly on July 18, 2002 start the delivery of said materials and supplies and continued to deliver said materials and supplies for the aforesaid premises owned by Hispanic Housing Development Corporation and that the total contract price for said materials, labors and supplies is \$120,324.

That the lien claimant completed 72% of this project to the value of \$85,360 as per the terms of said contract on October 25, 2002 prior to a Stop Work Order being issued on October 28, 2002 by the City of Chicago for improper permits, which had been obtained by the owner as per the contract.

That the Owner is entitled to receive credits on account of the above in the sum of \$85,360.

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That the balance due and owing to the lien claimant is the sum of \$34,964 for which amount the lien claimant hereby claims a Mechanics Lien on said premises, land and improvements.

DATED at Chicago, Illinois, this 26<sup>th</sup> day of August, 2003.

Augusto Grillo, d/b/a  
Cricket Construction Group, Inc.

By: 

Its: President

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## AFFIDAVIT

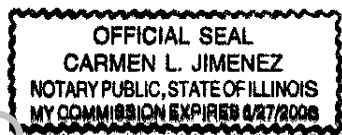
STATE OF ILLINOIS        )  
                                           ) ss.  
 COUNTY OF COOK         )

This affiant, being first duly sworn on oath, deposes and states, that he is the owner of Cricket Construction Group, Inc., the lien claimant; that he has read the above and foregoing lien claim; that he has knowledge of the contents thereof, and that the same is true.

\_\_\_\_\_  
 Augusto Grillo

Subscribed and sworn to before me this  
 26<sup>th</sup> day of August, 2003.

*Carmen L. Jimenez*  
 \_\_\_\_\_  
 Notary Public



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## STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (Where The Construction Manager Is The Owner's Agent)

### ARTICLE 1

#### AGREEMENT NO.

This Contractor Agreement is made effective as of the 18th  
day of July in the year 2002, by and between the

#### OWNER

Hispanic Housing Development Corp.  
205 W. Wacker DR. Suite 2300  
Chicago IL 60606

#### and the CONTRACTOR

Cricket Construction Co.  
2643 W. Cortez St.  
Chicago, IL 60622

for work in connection with the following  
PROJECT

3116 W. Lyndale  
Chicago, IL

The ARCH ITECT/ENGINEER for the Project is

NONE

The CONSTRUCTION MANAGER is

Tropic Construction Corp.  
205 W. Wacker DR. Suite 2300  
Chicago, IL. 60606

Notice to the parties shall be given at the above addresses.

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## STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (Where The Construction Manager Is The Owner's Agent)

CONTRACTOR AGREEMENT NO. \_\_\_\_

### TABLE OF ARTICLES

1. AGREEMENT
2. RELATIONSHIP OF PARTIES
3. CONTRACT DOCUMENTS
4. SCOPE OF WORK
5. CONTRACT PRICE
6. CONTRACTOR SURETY BONDS
7. PERFORMANCE OF WORK
8. INTERPRETATION
9. OWNER'S OBLIGATIONS
10. CONTRACTOR'S OBLIGATIONS
11. LABOR RELATIONS
12. INSURANCE
13. INDEMNIFICATION
14. CHANGES, CLAIMS AND DELAYS
15. PAYMENT
16. DISPUTE RESOLUTION
17. RECOURSE BY OWNER
18. TERMINATION BY CONTRACTOR
19. MISCELLANEOUS PROVISIONS

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## ARTICLE 5

### CONTRACT PRICE

**5.1 CONTRACT PRICE:** As full compensation for performance by the Contractor of the Contractor Agreement, the Owner agrees to pay the Contractor in the manner described below, subject to all applicable provisions of this Trade Contractor Agreement:

.1 The Lump Sum Price of: \$ 111,604.00

.1a Guaranteed Maximum Price of: \$ \_\_\_\_\_

Dollars subject to additions and deductions as provided for in the Contractor Agreement; and/or

.2 Unit Prices in accordance with the attached schedule of Unit Prices and estimated quantities, if any, which is incorporated by reference and identified in Paragraph 3.1; and/or

See Article 3.1

The lump sum price, guaranteed maximum price, unit prices, time and material rates and prices and/or other compensation are hereinafter referred to as the Contract Prices.

## ARTICLE 6

### CONTRACTOR SURETY BONDS

**6.1 BONDS:** The Contractor shall furnish the Owner, as the named Obligee, payment and performance bonds securing the faithful performance of this Contractor Agreement and securing all associated Contractor payment obligations as follows:

Contractor Performance Bond:

**Not Required**

Contractor Payment Bond:

**Not Required**

**6.2 PENAL SUM OF BONDS:** Any required performance or payment bonds shall be in the full amount of the Contract Price, unless otherwise specified herein, and shall be in a form and by a surety reasonably acceptable to the Owner.

**6.3 COST OF BONDS:** The Contract Price includes the cost of required performance and payment bonds. The Contractor shall be paid, without retainage, for the cost of any required performance or payment bonds as part of the first progress payment hereunder.

**6.4 FAILURE TO PROVIDE BONDS:** In the event the Contractor shall fail to promptly provide any required bonds, the Owner may terminate this Contractor Agreement for default pursuant to Article 17~.

## ARTICLE 7

### PERFORMANCE OF WORK

**7.1 DATE OF COMMENCEMENT:** The Date of Commencement is the effective date of this Contractor Agreement as first written above unless otherwise set forth below:

The effective date of commencement shall be:

- (1) The date of the Building Permit.
- (2) The date of a signed and / or accepted "Notice to Proceed"

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## ARTICLE 19

### MISCELLANEOUS PROVISIONS

**19.1 INTERPRETATION:** Except as expressly stated to the contrary, indemnities against, releases from, assumptions of and limitations on liability expressed in this Contractor Agreement, as well as waivers of subrogation rights, shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited or assumed or against whom rights of subrogation are waived, and shall extend to the officers, directors, employees, licensors, agents, affiliates, partners and related entities of such party.

**19.2 REMEDIES:** The parties' rights, liabilities, responsibilities and remedies with respect to this Contractor Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Contractor Agreement.

**19.3 CONSEQUENTIAL DAMAGES:** Neither party shall be responsible or held liable for any indirect, incidental, special or consequential damages of any nature whatsoever, including, without limitation, liability for loss of use of property, loss of profits or other revenue, interest, loss of product, increased expenses or business interruption, however the same may be caused.

This Trade Contractor Agreement is effective as of the date first written above.

OWNER: HISPANIC HOUSING DEVELOPMENT CORP.

BY: Erico Pascal

PRINT NAME: Erico Pascal

PRINT TITLE: Vice President

DATE: July 22 2002

CONTRACTOR: Cochet Construction

BY: Augusto Brullo

PRINT NAME: Augusto Brullo

PRINT TITLE: President

DATE: \_\_\_\_\_

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## CONTINUATION SHEET

3116 West Lyndale

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractors signed Certification, is attached.

AIA DOCUMENT G703

In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO: 3  
 APPLICATION DATE: 10/25/02  
 PERIOD TO: 10/25/02

Use Column 1 on Contracts where variable retainage for line items may apply.

PROJECT NO: none

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (D + F) / G	I BALANCE TO FINISH (C - G)	J 5% RETAINAGE VARIABLE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions	-	-	-	-	-	-	-	-
2	Wrecking / Site Demolition	-	-	-	-	-	-	-	-
3	Interior / Selective Demolition	5,200	5,200	-	-	5,200	100.00%	-	260
4	Landscapeing / Planting	1,000	-	500	-	1,000	100.00%	-	50
5	Fencing / Gates / Chain link	2,400	-	-	-	-	0.00%	2,400	-
6	Concrete / Site Concrete	250	-	-	-	-	0.00%	250	-
7	Masonry / Stone work / Tuckpointing	450	-	-	-	-	100.00%	-	23
8	Structural Steel / Misc. Iron	-	-	-	-	-	-	-	-
9	Ornamental / Wrought Iron, Fencing	-	-	-	-	-	-	-	-
10	Rough Carpentry / Framing	10,050	-	-	-	10,050	100.00%	-	503
11	Exterior Vinyl / Aluminum Siding & Trim	3,500	-	-	-	-	0.00%	3,500	-
12	Finish Carpentry / Trim	12,825	-	7,000	-	7,000	54.58%	5,825	350
13	Kitchen Cabinets & Vanities / Millwork	7,240	-	-	-	-	0.00%	7,240	-
14	Thermal / Sound Insulation	3,600	-	-	-	-	100.00%	-	180
15	Roofing and Sheet Metal	6,425	-	-	-	-	100.00%	-	300
16	Exterior Doors / Overhead Doors	2,000	-	-	-	-	75.00%	500	75
17	Interior Doors and trim	1,950	-	-	-	-	100.00%	-	98
18	Windows / Fanning / Capping / Caulking	8,424	-	-	-	-	0.00%	8,424	-
19	Finish Hardware / Toilet Accessories	1,250	-	1,000	-	1,000	80.00%	250	50
20	Plaster Work	-	-	-	-	-	-	-	-
21	Gypsum Wall Board / Drywall	8,640	-	-	-	-	100.00%	-	432
22	Ceramic / Quarry Tile	640	-	640	-	640	100.00%	-	32
23	V.C.T. Flooring and Underlayment	1,710	-	-	-	-	100.00%	-	86
24	Hard Wood flooring	-	-	-	-	-	-	-	-
25	Carpeting / Rugs / Runners / Padding	1,820	-	-	-	-	0.00%	1,820	-
26	Painting / Decorating	4,400	-	4,400	-	4,400	100.00%	-	220
27	Kitchen Appliances / Fixtures	480	-	-	-	-	0.00%	480	-
28	Plumbing / Piping / Fixtures / Seters	9,850	-	4,000	-	4,000	91.37%	850	450
29	H.V.A.C. work / Equipment / Controls	7,500	-	2,000	-	2,000	100.00%	-	390
30	Electrical work / Equipment / Fixtures	9,700	-	-	-	-	89.68%	1,000	435
31	Change Order #1	6,920	-	-	-	-	100.00%	-	346
32	Change Order #2	1,800	-	1,800	-	1,800	100.00%	-	90
33									
34	<b>Total</b>	<b>120,324</b>	<b>54,860</b>	<b>30,500</b>	<b>-</b>	<b>85,360</b>	<b>70.94%</b>	<b>34,964</b>	<b>1,268</b>

*[Signature]*