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STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

Doc#: 0835429029 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/19/2008 12:25 PM Pg: 1 of 8

Prepared by:
Nazar Kashuba, Esq.,
DEMCHENKO KASHUBA, LLC
2520 West Chicago Avenue,
Chicago, Illinois 60622

CONTRACTOR'S CLAIM FOR MECHANICS LIEN AND NOTICE

The undersigned claimant, DEMOX, INC., an Illinois corporation, hereby files its claim for lien against FUNKE DESIGN/BUILD, LLC (General Contractor), an Illinois limited liability company, with a principal place of business at 118 North Aberdeen, Chicago, Illinois 60607, and 1927 NORTH MILWAUKEE AVENUE, LLC (Owner), Illinois limited liability company, with a principal place of business at 501 Hamilton, Geneva, Illinois 60134, and any person claiming to be interested in the real estate described herein, and states:

1. That on or about April 11, 2007, the Owner owned the following described land in the County of Cook, State of Illinois, to wit:

UNIT C1 (Commercial Unit)
UNITS 201, 202, 203, 204, 301, 302, 303, 304, 401, 402, 403, 404, 501, 502,
503, 504 (Residential Units)

IN THE BAER LOFT IN BUCKTOWN CONDOMINIUM as delineated on
the Plat of Survey of the following described parcel of real estate:

LOT 9 AND 10 IN BLOCK 5 IN PIERCE'S ADDITION TO HOLSTEIN IN
THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP
40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS;

PIN: 14-31-300-034-0000;

commonly known as 1927 North Milwaukee Avenue, Chicago, Illinois 60647;

and FUNKE DESIGN/BUILD, LLC was the Owner's contractor for the improvement thereof.

2. That on or about April 11, 2007, Jeffrey N. Funke, as a General Contractor and as an

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Owner's authorized agent, entered into a written contract with the undersigned claimant to perform excavation and concrete pouring work, specified in the attached as *Exhibit A* subcontract, for the sum of thirty four thousand three hundred dollars (\$34,300.00).

3. That at the special instances and the requests of the General Contractor, the undersigned claimant furnished extra and additional materials and additional labor on said premises with a value of two thousand six hundred dollars (\$2,600.00). All extra work that was performed on the above real property is stated in the *Exhibit B*.

4. That between April 11, 2007 and October 11, 2008, the undersigned claimant completed the work, specified in *Exhibit B*, on the project, including all extras. All of the labor and materials furnished and delivered by the undersigned claimant were delivered and used to permanently and substantially improve the above-described real property; and benefited all of the above Condominium Units on the premises. Last work on the Property was performed on the common elements of the building at issue.

5. That the materials and work furnished and delivered by the undersigned claimant equally benefited each and every Unit on the above-described Lot/Tract of Land, and, therefore, shall be apportioned in equal shares between: UNIT C1 and UNITS 201, 202, 203, 204, 301, 302, 303, 304, 401, 402, 403, 404, 501, 502, 503, 504.

6. That there is now justly due and owed to the undersigned claimant after allowing all credits, deductions, payments and offsets, the outstanding amount of eleven thousand two hundred fifty dollars (\$11,250), and, therefore, \$661.76 of which shall be allocated to each and every Condominium Unit on the premises, plus all lien recordation costs, filing fees and litigation costs, attorney fees and interest at the rate specified in the Illinois Mechanics Lien Act.

DATED at Chicago, Illinois, this 14th day of December 2008.

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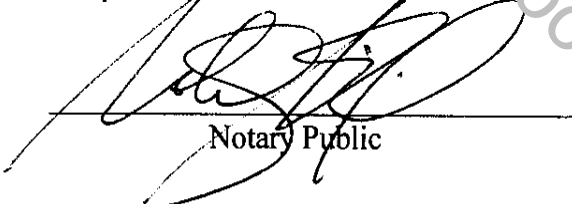
STATE OF ILLINOIS)
)
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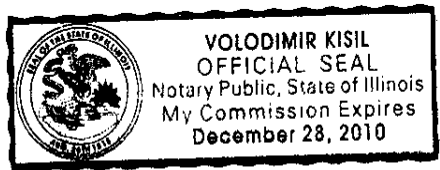
The Affiant, Orest Girchak, being first duly sworn on oath, deposes and says under penalty of perjury, that he is a President of DEMOX, INC., an Illinois Corporation; that he has read the foregoing claim for lien and knows the contents thereof; and that all statements herein are true and accurate.


 OREST GIRCHAK

SUBSCRIBED and SWORN to before me

this 15 th day of December, 2008.


 Notary Public



My commission expires December 28, 2010.

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Funke Design & Build
118 N Aberdeen
Chicago, IL 60607
(312) 733 2278

Agreement Between

Owner and Contractor or SUBCONTRACTOR

Project: **1927 N. Milwaukee – DemoX, Inc.**
Location: **Chicago, IL 60647**
Date: **April 11, 2007**

Project No: **1927**
Cost Code No. **N/A**
Contract No: **4420**

This agreement is made by and between Funke Design & Build, hereinafter called the Owner, and Demox, Inc. hereinafter called the Contractor or Subcontractor, to perform the work described in Section 1 of this agreement for the completion of the excavation and concrete work of the property in accordance with the plans and specifications prepared by Funke Design & Build in section 8 of this contract.

The Contractor or Subcontractor agrees to furnish all the equipment and labor necessary for the completion of the excavation and concrete work . THIRTY FOUR THOUSAND THREE HUNDRED AND 00/100 dollars (\$34,300.00).

SECTION 2: The Contractor or Subcontractor agrees to promptly begin work within **3 days** of notification by the Owner, and complete the work in accordance with the **Construction Schedule**. In case the Contractor or Subcontractor after five (5) days written notice by the Owner, refuses to or cannot complete the work as stated above, the Owner reserves the right to hire the work done and deduct the cost of said work from any funds due to the Contractor or Subcontractor by the Owner.

SECTION 3: No extra work or changes under this agreement will be recognized or paid for, unless agreed to in writing by the Owner and Contractor or Subcontractor before the work is done or the changes made. No oral agreements will be made by either party.

SECTION 4: This agreement shall not be assigned by the Contractor or Subcontractor without permission in writing from the Owner.

SECTION 5: The Contractor or Subcontractor agrees to be bound by all terms and conditions of all provisions of AIA A201 General Conditions.

SECTION 6: The Contractor or Subcontractor agrees to observe and comply with all applicable federal, state, and local laws, ordinances, rules and regulations, including but not limited to the Occupational Safety and Health Act of 1970 (OSHA).

SECTION 7: The Contractor or Subcontractor shall indemnify and hold harmless the Owner, architect, their agents, consultants and employees from and against all claims, losses, costs and damages, including but not limited to attorneys' fees, pertaining to the performance of the Contract and involving personal injury, sickness, disease, death or property damage, including loss of use of property resulting therefrom but not damage to the work itself, but only to the extent caused by the negligent acts, nonperformance, non conforming performance, or omissions of the Contractor or Subcontractor or any of the Contractor or Subcontractor's subcontractors, suppliers, manufacturers, or other persons or entities for whose acts the Contractor or Subcontractor may be liable. This indemnification agreement is binding on the Contractor or Subcontractor, to the fullest extent permitted by law, regardless of whether any or all of the persons and entities indemnified hereunder are responsible in part for the claims, damages, losses or expenses for which the Contractor or Subcontractor is obligated to provide indemnification. This indemnification provision does not negate, abridge or reduce any other rights or obligations of the persons and entities described herein with respect to indemnity.

SECTION 8: The Contractor or Subcontractor shall give a scheduled allotted time for:

1. When you can begin the work.
2. How long it will take you to finish.

If the said Contractor or Subcontractor does not finish their schedule within 1-week of their allotted time, Contractor or Subcontractor shall pay a fee of a \$100.00 per day for any late charges for construction delays. If the Contractor or Subcontractor will be delayed per other occurrences the Contractor or Subcontractor must provide in writing reasons for delay. This must then be approved by Funke Design & Build.

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The Contractor or Subcontractor agrees to keep the jobsite free from accumulations of waste caused by the Contractor or Subcontractor's employees or work; and, upon completion of his work, to remove all his rubbish, tools, scaffolding and surplus materials from the construction site.

The price includes:

Part 1 (four levels of floors, elevators, and stairs)

- Deliver concrete to all floors;
- Match levels with existing floors;

Part 2 (New elevator)

- Excavate;
- Pour footing, foundation, slab;
- Backfill;

Part 3 (Basement)

- Pour basement slab;

Part 4 (Ramps)

- Excavate and backfill west ramp retention ramp;
- Make proper footing and foundation for retention wall on west ramp;
- Prepare base for two ramps (gravel, mesh, rebars);
- Pour two ramps

Additional charges may apply to clean lower level of existing elevator shaft;

1927 N. Milwaukee

No employee from said Contractor or Subcontractor shall have communication with owners or buyers. All communication shall be thru FA/FDB or with a member of FA/FDB present.

In the event of a lawsuit said Contractor or Subcontractor shall be responsible for court costs or legal fees pertaining to Contractor or Subcontractor in contract.

SECTION 9: The Contractor or Subcontractor warrants that all materials and equipment furnished and incorporated by them in the project shall be new unless otherwise specified, and that all work under the subcontract shall be of good quality, free from faults and defects and in conformance with the contract documents. All materials, equipment, and workmanship shall be guaranteed for a period of one year from the date of acceptance unless other manufacturer's warranty applies.

SECTION 10.1: The Contractor or Subcontractor shall take out and pay for Employers Liability and Workmen's Compensation insurance, Public Liability and Property Damage Insurance, all state and federal taxes, and necessary city and state permits as required by the state of Illinois. Prior to starting work, the Contractor or Subcontractor agrees to furnish the owner certificates of insurance indicating coverage. If the Contractor or Subcontractor is a sole proprietor, Contractor or Subcontractor is not required to purchase worker's compensation insurance unless Contractor or Subcontractor hires employees to perform work under this agreement. Under no circumstances is the Contractor or Subcontractor considered an employee of the Owner under the terms of this agreement.

The Contractor or Subcontractor agrees to name the Owner and Architect as an additional insured and shall be primary and non-contributory with respect to any other insurance available to the additional insured's.

The Contractor's or Subcontractor's comprehensive general liability insurance, including products and completed operations, comprehensive automobile liability (including non-owned and hired vehicles), contractual liability and personal injury insurance, workmen's compensation insurance and employers liability all as required by Article 7 shall be written with limits of liability not less than the following:

Comprehensive General Liability Insurance including completed operations

1. Combined Single Limit Bodily Injury & Property Damage	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

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	or		
2. Bodily Injury		\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
3. Property Damage		\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
Comprehensive Automobile Liability Insurance			
1. Combined Single Limit Bodily Injury & Property Damage	or	\$1,000,000	Each Occurrence
2. Bodily Injury		\$1,000,000	Each Person
		\$1,000,000	Each Occurrence
3. Property Damage		\$1,000,000	Each Occurrence
Excess Liability		\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
Workmen's Compensation			Statutory
Employer's Liability		\$100,000	Each Accident
		\$500,000	
Disease - Policy Limit		\$100,000	Disease - Each Employee
Contractor or Subcontractor Performance Bond required: NO			
Contractor or Subcontractor Payment Bond required: NO			

Section 10.2: Waivers of Subrogation. To the extent permitted by law, the Contractor or Subcontractor releases the Owner and Architect, its agents, employees and volunteers and others working on behalf of the Owner and Architect from and against any and all liability or responsibility to the Contractor or Subcontractor or anyone claiming through or under the Contractor or Subcontractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any contractors or subcontractors workers compensation loss. This provision shall be applicable and in full force and effect only with respect to loss or damage during the time of this contract. The Contractor's or Subcontractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor or Subcontractor to recover there under.

Section 10.3: Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work and remain in effect until final payment.

Section 10.4: Installation Floater: The Contractor or Subcontractor will be responsible for building materials stored off site, in transit or on the construction site but not yet installed as part of the building. The Contractor or Subcontractor shall maintain during the life of this contract, an Installation Floater valued at no less than the purchase price of all equipment, materials and supplies, etc. to be installed as part of the contract.

SECTION 11: For the full and satisfactory performance of this Contract and in compliance with its provisions, The Owner shall pay the Contractor or Subcontractor a lump sum price of: **THIRTY FOUR THOUSAND THREE HUNDRED 00/100 DOLLARS (\$34,300.00)**

Payments shall be made as designated herein:

95% of the portion of the Work that Contractor or Subcontractor has completed by the last day of the month and for which an invoice has been submitted by the 25th day of that month shall be paid when payment is received from Owner. Final payment, including any retained amount, shall be made **30 days** after completion of the Project and acceptance by the Architect/Engineer and Owner. Payments will only be made when Owner has received the following:

1. Certificate of Insurance as required by Article 7, Article 10 and Insurance Schedule.

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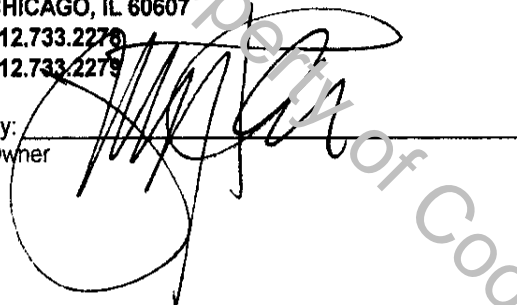
2. List of Secondary Vendors.
3. Partial Waiver of Mechanic's Lien, Secondary Lien Waivers from all vendors or Lien Waiver Exception List.
4. Application for Payment, received in our office by or on the 25th day of each month.
5. Taxpayer ID Number and form of Subcontractor's entity (corporation, partnership, sole-proprietorship, etc.)
6. This Contractor or Subcontract Agreement appropriately signed by an officer of the Contractor or Subcontractor.
7. A detailed Schedule of Values.

The Owner and Contractor or Subcontractor for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants of this agreement.

IN WITNESS WHEREOF, they have executed this agreement the day and date written above.

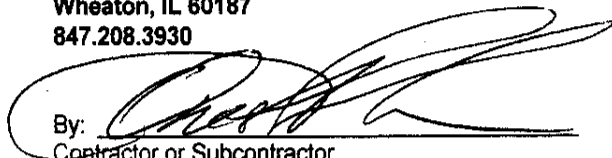
Funke Design & Build
 118 N ABERDEEN
 CHICAGO, IL 60607
 312.733.2276
 312.733.2279

By:
Owner



DemoX, Inc
 1218 Stoddard Ave.
 Wheaton, IL 60187
 847.208.3930

By:
Contractor or Subcontractor



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1927 N. Milwaukee Ave Chicago IL

Part 1 (four levels of floors, elevators + stairs)

- Deliver concrete to all floors;
- Match levels with existing floors;

Contract:	\$12 000,00	
Received:	\$10 000,00	
Total to be paid:		\$2 000,00

Part 2 (New elevator);

- Excavate;
- Pour footing, foundation, slab;
- Backfill;

Contract	\$7 000,00
Received:	\$0,00

Extras:

Elevator Cleanup	\$800,00
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After masonry elevator cleanup. Chip down mortar using JackHammer, haul away chunks of mortar. Labor included.

Elevator chip down:	\$600,00
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Chip down existing footing of the elevator using JackHammer, haul away concrete. Cut off sides of footing to match the existing walls. Labor included.

Ramp removal:	\$1 200,00
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Chip down existing ramp using JackHammer and concrete saw, haul away concrete. Take out old rebars and pipes from existing concrete ramp. This project was done by two men using two JackHammers in two days.

Elevator floor (subtract)	\$350,00
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Total to be paid:	\$9 250,00
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Grend Total: \$11 250,00

