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Doc#: 0913934069 Fee: \$35.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/19/2009 02:20 PM Pg: 1 of 9

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was prepared by
and after recording should be
returned to:

Alan F. Block, Esq.
Block & Landsman
11 S. LaSalle, Suite 1600
Chicago, Illinois 60603

SUBCONTRACTOR'S NOTICE AND CLAIM FOR LIEN

To: SEE ATTACHED MAILING LIST

YOU ARE HEREBY NOTIFIED that CODE ENGINEERING SERVICES, INC., an Illinois corporation ("Claimant"), whose business address is 20210 Midwest Road, Oakbrook, Illinois 60523, hereby files a claim for lien against JOHNSON CONTROLS, INC., ("Subcontractor") whose address is 3007 Malmo Drive, Arlington Heights, Illinois 60005, BERGLUND CONSTRUCTION COMPANY ("General Contractor") whose address is 8410 S. Chicago, Illinois 60617, and FRANCIS W. PARKER SCHOOL ("Owner"), an Illinois not for profit corporation, whose address is 330 W. Webster Avenue, Chicago, Illinois 60614, and any persons claiming to be interested in the real estate described herein, and states:

1. That on April, 2007, the Owner owned the following described land in the County of Cook, State of Illinois, including all land and improvements thereon, to wit: See legal description of property attached hereto as Exhibit A, commonly known as 330 Webster Avenue, Chicago, Illinois 60614; permanent tax identification numbers of:

14-33-202-012-0000
14-33-204-009-0000
14-33-204-010-0000
14-33-204-011-0000
14-33-204-017-0000
14-33-204-018-0000

and Berglund Construction Company was the Owner's contractor for the improvement thereof.

2. That on April 4, 2007, Johnson Controls, Inc. as Subcontractor, made a contract with the Claimant to install the temperature control system and associated devices in the North Wing Addition and Renovation Project, pursuant to certain plans and specifications for the improvement of the above-described property for the sum of \$73,000. A true and correct copy of said contract is attached hereto as Exhibit B.

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3. That at the special instance and request of the subcontractor, the Claimant furnished extra and additional materials and additional labor on said premises with a value of \$159,476.01, and the Claimant completed all that was required by said contract and requests for extras on March 19, 2009.

4. That the subcontractor is entitled to credits in the amount of \$70,066.43, leaving due, unpaid, and owing to the Claimant, after allowing all credits, the sum of \$162,409.58, for which, with interest, the Claimant claims a lien on said land and improvements and on the money or other consideration due or to become due from the Owner against all persons interested.

DATED at Oakbrook, Illinois, this 12th day of May, 2009.

CODE ENGINEERING SERVICES, INC.

By: 

Sim Dawson

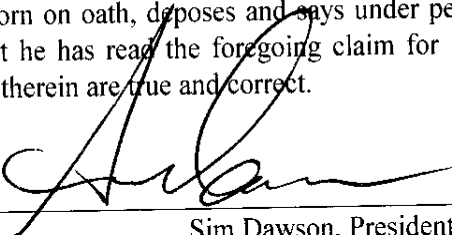
Its: President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

The affiant, Sim Dawson, being first duly sworn on oath, deposes and says under penalty of perjury, that he is President of the Claimant; that he has read the foregoing claim for lien and knows the contents thereof; and that all statements therein are true and correct.



 Sim Dawson, President

Subscribed and sworn to before me this
12th day of May, 2009.



 Notary Public

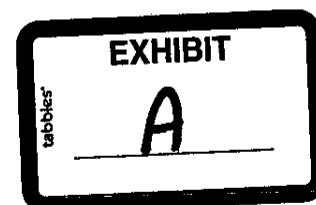
My commission expires May 12, 2011

Property of Cook County Clerk's Office

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COMMENCING AT THE SOUTHEAST CORNER OF LOT 10 IN ANITA A SUBDIVISION OF BLOCK 15 IN CANAL TRUSTEES SUBDIVISION, RUNNING THENCE WEST ALONG THE SOUTH LN OF SAID LOT 10 TO THE SOUTHWEST CORNER OF SAID LOT 10, THENCE CONTINUING WEST IN A STRAIGHT LINE TO THE SOUTHEAST CORNER OF LOT 11 IN ANITA, THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF SAID LOT 11, THENCE NORTHWESTERLY ALONG THE WESTERLY LINES OF LOTS 11 THROUGH 20 BOTH INCLUSIVE IN ANITA TO THE NORTHWEST CORNER OF SAID LOT 20, THENCE CONTINUING NORTHWESTERLY IN A STRAIGHT LINE TO THE SOUTHWESTERLY CORNER OF LOT 32 IN ANITA, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 32 TO THE NORTHWESTERLY CORNER THEREOF, THENCE NORTH ALONG THE WEST LINE OF LOTS 33 AND 34 IN ANITA TO THE SOUTH LINE OF THE ALLEY DEDICATED BY ANITA MCCORMICK-BLAINE BY INSTRUMENT RECORDED ON SEPTEMBER 19, 1912 AS DOCUMENT NUMBER 3046691, THENCE EAST 105.27 FEET ALONG THE SOUTH LINE OF THE ALLEY TO A POINT, THENCE SOUTH 20.18 FEET TO A POINT ON THE NORTH LINE OF LOT 31 IN ANITA, EXTENDED WESTERLY, THENCE EASTERLY TO THE NORTHWEST CORNER OF SAID LOT 31, THENCE CONTINUING EAST ALONG THE NORTH LINE OF LOTS 26 TO 31, BOTH INCLUSIVE IN ANITA TO THE NORTHEAST CORNER OF SAID LOT 26, THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID LOT 26 EXTENDED EAST 8 FEET TO THE CENTER LINE OF THE VACATED NORTH-SOUTH ALLEY LYING EASTERLY OF AND ADJACENT TO SAID LOT 26 (SAID ALLEY HAVING BEEN VACATED BY ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON NOVEMBER 25, 1958 AND RECORDED ON DECEMBER 10, 1958 AS DOCUMENT 17401003), THENCE SOUTH ALONG CENTER LINE OF AFORESAID VACATED ALLEY TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 26 EXTENDED EAST 8 FEET TO THE CENTER LINE OF SAID VACATED ALLEY, THENCE CONTINUING SOUTH ALONG THE CENTER LINE OF THE AFORESAID VACATED ALLEY, EXTENDED SOUTH TO THE CENTER LINE OF VACATED WEST GRANT PLACE (SAID STREET HAVING BEEN VACATED BY ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON NOVEMBER 25, 1958 AND RECORDED ON DECEMBER 10, 1958 AS DOCUMENT 17401003), THENCE EAST ALONG THE CENTER LINE OF SAID VACATED WEST GRANT PLACE TO A POINT ON THE EAST LINE OF LOT 6 IN ANITA EXTENDED NORTH 33 FEET TO THE CENTER LINE OF SAID STREET, THENCE SOUTH TO THE NORTHEAST CORNER OF SAID LOT 6 AND THENCE SOUTH ALONG THE EAST LINES OF LOT 6 THROUGH 10 BOTH INCLUSIVE IN ANITA TO THE POINT OF BEGINNING, ALL IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

STREET ADDRESS: 330 W. WEBSTER AVE.
 CITY: CHICAGO
 COUNTY: COOK
 TAX NUMBER: 14-33-202-012-0000, 14-33-204-009-011, 017 AND 018



UNOFFICIAL COPY**SUBCONTRACT**

Po. No. 2263919

**JOHNSON
CONTROLS**

Effective Date

04/05/2007

between

Contractor

and

Subcontractor

Name Johnson Controls, Inc.	Name CODE ENGINEERING SERVICES INC
Address 3007 Malmo Drive	Address 2021 MIDWEST RD
City, State, ZIP Arlington Heights, IL 60005	City, State, ZIP OAKROOK, IL 60523

for

Project Name Francis W Parker North Wing Addn/Renov	JCI Contract No. 7010-0151	Address 330 West Webster
City, State, ZIP Chicago, IL 60614		Description Electrical Installation

NOTE: This Subcontract is governed by the provisions set forth below and the Johnson Controls Terms and Conditions attached hereto

JOHNSON CONTROLS, INC.**SUBCONTRACTOR**

Name (typed) John Eberhardt	Name (typed) Sal Carcerano	Name (typed) Sim Dawson
Title Branch installation Manager	Title Branch Installation Manager	Title CEO
Signature	Signature	Signature <i>Sim Dawson</i>
Date	Date	Date 4/7/07

Approval(s) for Johnson Controls, Inc.

Name (typed)	Title	Name (typed)	Title
Signature	Date	Signature	Date

WORK TO BE PERFORMED: Subcontractor agrees to furnish all supervision, labor, materials, equipment, tools, incidentals and other items pursuant to the terms and conditions of this Subcontract and as set forth in Scope of Work No. SW ____, which is attached hereto as Attachment 1 and incorporated herein (hereinafter "Work").

Attachments:Scope of Work Attachment No. SW FWP North

Mechanical, Temperature Control Specification, Point List, Proposal (for scope of work), Addendum #3 drawing (adding AHU-4N)

Scope of Work - Materials to be furnished and work to be performed shall include:

Provide pricing to install the temperature control system and associated devices as detailed in the plans and specifications. Our proposal is attached for your reference and as a guide for the scope of work. Include all installation material - conduit, wire, cable, boxes, terminations, etc. Low voltage wiring/cablings can be installed above accessible ceilings without conduit; however, it must be supported properly utilizing J-hooks.

Metasys Network: Install new NAE in Building Engineer's Office (adjacent to Boiler Room) and extend N2 communication bus to new DDC controllers installed as part of this project. At the end of this project, remove the existing NCUs in the Building Engineer's Office and connect the existing N2 bus(es) to the new NAE.

Addendum #3: AHU-4N was added by addendum. Install and power a separate UNT controller and interlock AHU-4N to run when exhaust fans EF-11N and/or EF-12N are operating. Install a 2-position damper actuator on the outdoor air damper and interlock it to open when AHU-4N is on. Install a discharge air temperature sensor and wire it to the UNT controller. Wire from the UNT to the hot water control valve.



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FIXED SUBCONTRACT PRICE: The Fixed Subcontract Price includes, but is not limited to, all local, state and federal taxes that may be due or charged by reason of performance of this Subcontract; licenses, royalty payments, fees, costs, overhead, profit, labor, materials, insurance, payment and performance bonds (as required by and noted herein by the Contractor) and includes any and all costs and expenses incurred in connection with the completion of the Work. Other than modifications by written Change Orders signed by Contractor, no additional amounts shall be paid to Subcontractor other than the following Fixed Subcontract Price:

Seventy -- Three Thousand Dollars and ~~=====~~ 00/100 \$73,000.00

COMPLETION DATE: Subcontractor agrees to complete the Work described in WORK TO BE PERFORMED above by the following date(s):

SUBCONTRACT AGREEMENT: This Subcontract consists of (a) this Agreement (Johnson Controls terms and conditions attached hereto); (b) the Contract Documents; and (c) all Attachments attached hereto and made a part hereof. All of the aforesaid documents (and any amendments or modifications thereto) constitute the entire and integrated understanding and agreement between the Contractor and Subcontractor with respect to the subject matter hereof, and supersedes all prior understandings, representations, communications and agreements, whether written or verbal. In the event of any conflict between any Attachment and this Subcontract, this Subcontract will control. Terms and conditions of this Subcontract take precedence over the terms and conditions of any other agreement between Contractor and Subcontractor, as it relates to the Scope of Work described herein. If any provision of this Subcontract irreconcilably conflicts with a provision of the Contract Documents, the provision granting greater rights or remedies to Contractor, or imposing the greater duty, standard, responsibility or obligation on the Subcontractor shall govern. For purposes of this Subcontract, the Contract Documents applicable to this project and the Work to be performed by Subcontractor consist of all higher tier contracts (including but not limited to the Contract between the Owner and General Contractor) and all General, Supplementary and other Conditions together with the drawings, specifications and all addenda issued prior to the execution of this Subcontract.

For Johnson Controls Home Office Information

Date	JCI Contract No.	Vendor No.	Retention %	Cost Code	Subcontract Amount	Service Order No.
04/05/2007	7010-0151	273286		51L	\$73,000.00	

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SCOPE OF WORK ATTACHMENT

Page of pages

JOHNSON
CONTROLS

No. SW FWP North
Date (mo, day, yr)
03/24/2007

Proposal Request No.
PR FWP North
Date (mo, day, yr)
03/24/2007

For Project (Name)	
Frances W. Parker Academy North Wing Addition & Renovation	
Address	County
330 West Webster	Cook
City, State, Zip	
Chicago, Illinois	

To Subcontractor
Code Engineering
ATTN: Sim Dawson

The project description, bonding and insurance requirements, attachments, scope of work are for the above listed project (the "Project"). If Johnson Controls, Inc. ("JCI") awards a contract to the subcontractor for the Project, such Project shall be governed by this Scope of Work Attachment and the terms and conditions which are attached hereto and incorporated herein by reference.

1. Project Description
2. Bonding and Insurance Requirements

JCI [requires; does not require] a payment performance bond (circle required bond(s)). Subcontractor shall, without additional expense to contractor, obtain all licenses and permits required for the prosecution of the Work.

3. Attachments

4. Scope of Work - materials to be furnished and work to be performed (the "Work") shall include:

- A. Marked-up as-built JCI control drawings and any required as-built installation drawings are to be completed and turned over to JCI at the completion of the installation, before final payment is approved.
- B. Subcontractor is responsible for patching all wall and floor penetrations performed by the subcontractor during installation.
- C. Subcontractor is responsible for providing and installing any special mounting hardware (unistrut segments, mounting surface, etc.) for equipment, as well as all installation materials (conduit, tubing, railways, junction boxes, fittings, etc.) for a complete project.
- D. Subcontractor will mount all control panels/field devices as per installation drawings and/or JCI direction and provide electrical power to the same.
- E. The Work shall include tagging of all wiring and tubing per JCI drawings or direction.

THE TERMS AND CONDITIONS GOVERNING THE WORK ARE ATTACHED. BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO BE BOUND BY SAID TERMS AND CONDITIONS.

Johnson Controls, Inc. (JCI)	
Name (Typed)	Title
Steven C. Brown	Account Executive
Signature	Date (mo, day, yr)
	03/24/2007

Subcontractor	
Name (Typed)	Title
Signature	Date (mo, day, yr)

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PROPOSAL

Johnson Controls, Inc.
Controls Group
1500 Huntington Drive
Calumet City, Illinois 60409
Tel. 708/474-1717
FAX: 708/474-6551

TO: Berglund Construction

DATE: October 25, 2006

ATTN: Larry Wiley/Mike
BobrukPROJECT: FRANCIS W. PARKER SCHOOL
AUDITORIUM AND NORTH WING ADDITION

We propose to furnish the material and perform the work as described below for this project. This scope of work and pricing is based on "Issued for Bid" documents dated 10/02/2006:

- **FMS NETWORK** - Johnson Controls, Inc. (JCI) shall furnish and install the new DDC controllers for the equipment and systems listed below and extend the existing Johnson Controls Metasys FMS system installed throughout Francis W. Parker School. The quantity of new DDC controller added for this project will require installing a new Metasys Network Control Panel. We have included this cost as well as upgrading the existing Metasys network and database to the web-based platform begun under the 4th Floor East Addition project.
- **NEW MODULAR BOILER SYSTEM** - JCI shall enable the new boiler system and monitor status and alarm conditions from the Metasys FMS system. JCI shall control and monitor the hot water system pumps associated with the new boilers. JCI shall monitor the hot water supply and hot water return temperatures for each new boiler system. The new boiler system shall be controlled from its own microprocessor controls furnished with the new boilers. Startup, programming, and commissioning of the boiler microprocessor controls is the responsibility of the boiler manufacturer/supplier. JCI shall remove the existing temperature control air compressor made necessary by the reconfiguration of the existing 1st Floor Boiler Room. JCI shall furnish and install a new, smaller temperature control air compressor with refrigerated air dryer and connect to the existing main air supply lines. Concrete housekeeping pads and line voltage power is the responsibility of others. JCI shall wire the devices furnished with boiler draft control system. Variable frequency drives for EF-1N and EF-2N are furnished, installed, and powered by others. JCI shall monitor the alarm status of the boiler draft controller and monitor the combustion air plenum filter via differential pressure switch.
- **NEW AIR-COOLED CHILLERS CH-1 and CH-2** - JCI shall enable the new chillers and monitor their status and alarm conditions from the Metasys FMS system. JCI shall control and monitor the new chilled water system pumps associated with each new chiller. JCI shall monitor the chilled water supply and chilled water return temperatures for each new chiller system.
- **NEW HOT WATER PUMPS** - JCI shall control and monitor the two (2) new hot water system pumps associated with AHU-1.
- **FAN-POWERED VAV BOXES (Total of 19)** - DDC control of these new terminal units. JCI shall send the DDC controller/actuator assemblies to the VAV box manufacturer for factory mounting and wiring. Factory mounting and wiring costs are the responsibility of the VAV box manufacturer/supplier. JCI shall furnish the hot water reheat control valves to the Mechanical Contractor for their installation. Power to these terminal units is by the Division 16 Electrical Contractor. Control transformers shall be factory furnished by the VAV box manufacturer.
- **VAV BOXES (Total of 7)** - DDC control of these new terminal units. JCI shall send the DDC controller/actuator assemblies to the VAV box manufacturer for factory mounting and wiring. Factory mounting and wiring costs are the responsibility of the VAV box manufacturer/supplier. JCI shall furnish the hot water reheat control valves to the Mechanical Contractor for their installation. Power to these terminal units shall be by JCI and shall be extended from adjacent fan-powered terminal units.
- **ROOFTOP VAV AIR HANDLING UNITS AHU-3N (Auditorium 2nd & 3rd floors Northwest) AND AHU-5N (Auditorium 1st Floor North)** - JCI shall provide DDC control of these new rooftop VAV air handling units. JCI shall furnish the hot water and chilled water control valves to the Mechanical Contractor for their installation. JCI shall furnish and install damper actuators for the outdoor, return, and exhaust air dampers furnished part of the unit's filter mixing box.
- **AIR HANDLING UNIT AHU-IN SERVING THE NEW AUDITORIUM** - DDC control of this new unit with electric/electronic actuation. JCI shall furnish the hot water and chilled water control valves to the Mechanical Contractor for their installation. JCI shall furnish and install damper actuators for the outdoor, return, and exhaust air dampers furnished part of the unit's filter mixing box. JCI shall furnish and install two combination space temperature/carbon dioxide sensors in the Auditorium space in order to provide demand ventilation control sequence.
- **CONSTANT VOLUME ROOFTOP UNITS (Quantity of 2 for the Large Gym and 1 for the Small Gym)** - JCI shall furnish, install, and wire a "smart" thermostat for each of these new rooftop units. This "smart" thermostat will provide the same functions as a standard programmable thermostat but also communicate directly on the Metasys FMS network providing DDC control. Each rooftop unit should come with a self-contained economizer control package. JCI shall install a clear plastic guard over each thermostat located in the Large and Small Gyms.
- **FIN TUBE RADIATION** - Controlled by unit-mounted self-contained thermostatic control valves. No work for JCI.
- **CABINET UNIT HEATERS** - Controlled by self-contained built-in thermostats. No work for JCI.
- **EXHAUST FANS** - Provide start/stop and status of the five (5) new exhaust fans EF-3N, EF-4N, EF-5N, EF-6N, and EF-8N.
- **FAN COIL UNITS (Quantity of 4)** - DDC control with electric/electronic actuation. JCI shall furnish the heating and cooling control valves to the Mechanical Contractor for their installation. JCI shall monitor the condensate pumps for each fan coil unit (similar to Science area fan coil units).

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PROPOSAL

Johnson Controls, Inc.
Controls Group
1500 Huntington Drive
Calumet City, Illinois 60409
Tel. 708/474-1717
FAX: 708/474-8551

TO: Berghund Construction

DATE: October 25, 2008

ATTN: Larry Wiley/Mike Bobruk PROJECT: FRANCIS W. PARKER SCHOOL- AUDITORIUM AND NORTH WING ADDITION

- RTU-1E -- This packaged VAV rooftop unit shall run on its own packaged controls. JCI shall enable it to run during the occupied mode of operation and monitor the temperature and status points listed in the Point List.
- MISCELLANEOUS MONITORING POINTS -- JCI shall monitor the status of the sump pump, sewage ejector, and lift station on the Matays FMS system.
- UNIT VENTILATORS (Quantity of 2) -- DDC control of these added unit ventilators. These units shall be interlocked to operate when the Dust Collector system is running. JCI shall furnish the 2-position hot water control valves to the Mechanical Contractor for their installation.
- (40) hours of on-site Owner training as specified.
- One year warranty.
- Electrical and pneumatic installation labor associated with this scope of work.
- Technical engineering, engineered drawings, software, programming, commissioning, and project management.

Items *not* included in the above prices:

- Power wiring.
- Overtime or premium labor.
- Testing and balancing.
- Cutting, patching, and painting.
- Material sales tax.
- Furnishing the dampers associated with the new air handling units or rooftop units.
- Valve or damper installation labor.
- Furnishing, installing, or power wiring duct smoke detectors.
- Furnishing, installing, or powering variable frequency drives (VFDs).
- Connections to the building fire alarm system.
- Any work associated with smoke dampers, fire dampers, or combination fire/smoke dampers.
- Factory mounting and wiring costs.
- Any work associated with fin tube radiation.
- Any work associated with new cabinet heaters.
- Any work associated with the Break Tank and Water Feed System.
- Lighting controls.
- Providing concrete housekeeping pads or inertia bases.

Page 2 of 2

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until

December 30, 2008

JOHNSON CONTROLS, INC.

Purchaser - Company Name

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: Steven C. Brown

Title: Account Executive