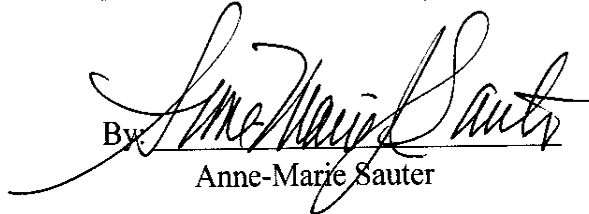




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The Claimant claims a lien on said Premises, land and improvements in the amount of **Seven Thousand, Seven Hundred and 00/100 Dollars (\$7,700.00), plus interest and contractual and statutory attorney's fees.**

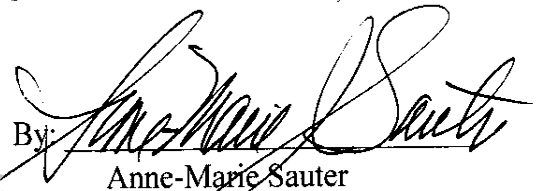
APOSTROPHE DESIGN, INC.

By:   
Anne-Marie Sauter

### CERTIFICATION

The Affiant, Anne-Marie Sauter, Corporate Secretary of Apostrophe Design, being first duly sworn, on oath deposes and says that she has read the foregoing Claim for Lien and knows the contents thereof; and that all statements contained therein are true.

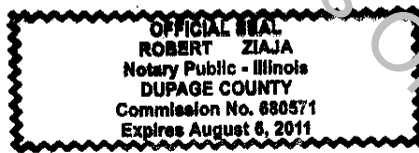
APOSTROPHE DESIGN, INC.

By:   
Anne-Marie Sauter

Subscribed and sworn to before me this 5<sup>th</sup> day

of May, 2010.

  
NOTARY PUBLIC



Prepared by:

Law Offices of John Dentamaro  
1267 West Lake Street, Suite 305  
Addison, Illinois 60101  
(708) 308-6701

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## EXHIBIT "A"

**LEGAL DESCRIPTION**  
**6007 North Sheridan Road**  
**Chicago, Illinois 60660**  
**(Malibu Condominiums)**

The Common Elements Malibu Condominium as delineated on survey of the following described parcel of real estate (hereinafter referred to as a development parcel) Lots 6, 7, 8 and 9 (except the West 14 feet of said lots) in Block 16; also all that land lying East of and adjoining said Lots 6, 7, 8 and 9 and Westerly of the West Boundary line of Lincoln Park as filed for record in the recorder's office of deeds of Cook County, Illinois on July 16, 1931, as Document 10938695, all in Cochran's Second Addition to Edgewater, being a Subdivision in the East Fractional half of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration made by LaSalle National Bank as Trust under Trust Number 34662, recorded in the Office of the Recorder of Cook County, Illinois, as Document Number 20686341 and as amended from time to time, in Cook County, Illinois.

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## SUB-CONTRACTOR CONTRACT

**THIS AGREEMENT**, Made as of September 24, in the year of 2009.

Between the Contractor: **ABCO Development Corporation Inc.**  
75 Gaylord Street  
Elk Grove Village, IL 60007

And the Sub-Contractor: **Apostrophe Design, Inc.**  
401 Highgrove Boulevard  
Glendale Heights, IL 60139  
Phone: 630.980.9900, Fax: 630.980.9901

For the Project: **Malibu Condominium Exercise Room Remodel**  
6707 N. Sheridan Road  
Chicago, IL 60660

### ARTICLE 1. SCOPE OF WORK

1.1 Sub-Contractor has heretofore entered into a contract with said Contractor to furnish all: union affiliated labor, materials, equipment and parking as required to perform all work described below according to the Construction Documents List, Contract Exhibit A and the project specification manual.

Flooring work, including but not limited to VCT tile, vinyl base and rubber flooring as described in Construction Documents List, Contract Exhibit A and the project specification manual.

1.2 **Assignment of the Work.** The Sub-Contractor shall not assign the Work of this Subcontract without the written consent of the Contractor, nor subcontract the whole of this Subcontract without the written consent of the Contractor, nor further subcontract portions of this Subcontract without written notification from the Contractor when such notification is requested by the Contractor.

### ARTICLE 2. PAYMENT TERMS

2.1 The Total Contract Amount shall be **Eight Thousand Two Hundred U.S. Dollars (\$8200.00)**, subject to additions and deductions as provided in the Subcontract Documents.

2.2 Sub-Contractor understands and agrees that progress payment requests shall be written and provided to the contractor's office before the 20th day of the month. All work for the portion requested must be completed prior to the request for payment. The Contractor agrees to pay the Sub-Contractor within 10 days after receipt of payment by the owner for such work. Please note that a certificate of Workman's Compensation Insurance must be received before the first payment is made or the contractor will hold a percentage needed to cover the labor portion of the job.

**EXHIBIT "B"**

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## ARTICLE 3. TIME OF COMPLETION AND REMEDIES

3.1 Sub-Contractor shall; prepare submittals, obtain materials, mobilize, provide equipment, tools, properly trained manpower in sufficient numbers, all to complete the project work per the Project Schedule, Contract Exhibit B.

3.2 If the Sub-Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within three (3) working days after receipt of written notice for the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then, or thereafter due to the Sub-Contractor.

## ARTICLE 4. CHANGE ORDERS

4.1 Sub-Contractor understands and agrees that no change orders or contract additions will be made unless agreed to in writing by Contractor. If any additional work is performed and not covered in this contract, the Sub-Contractor proceeds at his own risk and expense. No alterations, additions, or small changes can be made in the work or method of the performance, without the written change order signed by the Contractor and Sub-Contractor. Any additional labor required will be charged at an hourly rate of, One No/100 Dollars (\$1.00), including wages, insurance, overhead, taxes, transportation, tools, burden and markup. Any reduction of required labor shall be credited at an hourly rate of, Nine No/100 Dollars (.90).

## ARTICLE 5. CLEAN-UP

5.1 Sub-Contractor will be responsible for cleaning up the job on a daily basis, including all generated construction debris, drink cans, food wrappers, and/or other trash. If it becomes necessary, the Sub-Contractor will be back charged for appropriate clean up by deducting clean up costs from payments.

## ARTICLE 6. TAXES AND PERMITS

6.1 The Sub-Contractor understands and agrees that he shall be responsible for all taxes, fees and expenses imposed directly or indirectly for its work, labor, material and services required to fulfill this contract. The Sub-Contractor is responsible for all permits pertaining to the law, ordinances and regulations where the work is performed.

## ARTICLE 7. INSURANCE

7.1 The Sub-Contractor shall maintain, at his own expense, full and complete insurance on its work until final approval of the work described in the contract. The Sub-Contractor shall not hold the Contractor liable from any and all costs, damages, fees and expenses from any claims arising on the project. Failure of the Sub-Contractor to maintain appropriate insurance coverage may deem a material breach allowing the Contractor to terminate this contract or to provide insurance at the

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Sub-Contractor's expense. Project specific insurance requirements are per Contract Exhibit C.

## ARTICLE 8. INDEMNIFICATION

8.1 To the fullest extent permitted by law, the Sub-Contractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Sub-contractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Sub-Contractor, the Sub-contractor's Sub-Sub-Contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations or indemnity which would otherwise exist as to a party or person described in this section 8.

8.2 In claims against any person or entity indemnified under this section 8, by an employee of the Sub-Contractor, the Sub-Contractor's Sub-Sub-Contractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under 8.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits available by or for the Sub-Contractor or the Sub-Contractor's Sub-Sub-Contractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 9. WARRANTY

9.1 Sub-Contractor shall warranty all labor, materials and equipment furnished on the project for one (1) year against defects in workmanship or materials utilized. The manufacturers warranty will prevail. No legal action of any kind relating to the project, project performance or this contract shall be initiated by either party against the other party after one (1) year beyond the completion of the project or cessation of work.

## Article 10. Hazardous Materials, Waste and Asbestos

10.1 Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials the Sub-Contractor shall notify the Contractor immediately and allow the Contractor to contract with a properly licensed and qualified hazardous material contractor.

## Article 11. Arbitration of Disputes

11.1 Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its

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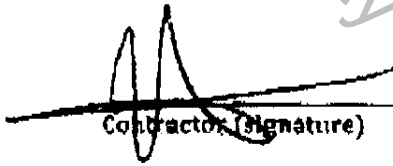
Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.


## ARTICLE 12. ATTORNEY FEES

12.1 In the event of any arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

## ARTICLE 13. ACCEPTANCE

This Agreement entered into as of this day and year first written above:

  
 Contractor (signature) 11/12/09  
 Date

  
 Sub-Contractor (signature) 9-25-09  
 Date

Jose Kohut PM  
 (Printed name and title)

CHRISTOPHER J. SALTER (Printed name and title)  
 (Printed name and title)

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## Insurance Requirements, Contract Exhibit "C" Malibu Condominium Exercise Room Alterations 6007 N. Sheridan Road, Chicago, IL 60660

### General Liability

|                           |                 |
|---------------------------|-----------------|
| Each Occurrence           | \$ 1,000,000.00 |
| General Aggregate         | \$ 2,000,000.00 |
| Products                  | \$ 2,000,000.00 |
| Damage To Rented Premises | \$ 100,000.00   |
| Med Exp (any one person)  | \$ 5,000.00     |
| Personal & Adv Injury     | \$ 1,000,000.00 |

### Automobile Liability

|                               |                 |
|-------------------------------|-----------------|
| Bodily Injury Each Occurrence | \$ 1,000,000.00 |
| Bodily Injury Each Person     | \$ 1,000,000.00 |
| Property Damage               | \$ 1,000,000.00 |

### Excess / Umbrella Liability

|                 |                 |
|-----------------|-----------------|
| Each Occurrence | \$ 2,000,000.00 |
|-----------------|-----------------|

### Workers Compensation & Employers' Liability

|                             |               |
|-----------------------------|---------------|
| E.L. Each Accident          | \$ 500,000.00 |
| E.L. Disease - Fa. Employee | \$ 500,000.00 |
| E.L. Disease - Policy Limit | \$ 500,000.00 |

- **The certificate holder shall be listed as:**

The Malibu Condominium Association  
6007 N. Sheridan Road  
Chicago, IL 60660

- **The additional insured should be listed as:**

1. Robert Juris and Associates, Architects LTD 10189 Lincoln Highway, Frankfort, IL 60423 and the Architect's consultants; W-T Engineering LLC, 2675 Pratum Avenue, Hoffman Estates, IL 60192 are additional insureds for General Liability. Coverage includes waiver of subrogation for the General Liability in favor of the certificate holder.
2. ABCO Development, Inc., 75 Gaylord St., Elk Grove Village, IL 60007



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**Contract Documents List, Contract Exhibit 'A'  
Malibu Condominiums Fitness Center Renovation  
6007 N. Sheridan Road, Chicago IL 60660**

**ENUMERATION OF CONTRACT DOCUMENTS**

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

The Agreement is this executed AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

**The Supplementary and other Conditions of the Contract:**

| Document | Title                                                                                                                                                       | Date | Pages |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------|
|          | Supplementary Conditions to AIA Document A107-2007 Agreement Between The Malibu Condominium Association ("Owner") and ABCO Development, Inc. ("Contractor") |      | 1-4   |

**The Specifications:**

Title of Specifications exhibit: (Specifications as shown on the Drawings)

**The Drawings:**

CS Cover Sheet/Index To Drawings (All dated 02/26/2009 Issue for Bid)  
 AS1 Code Matrix and Existing Site Plan  
 D1 Floor & Ceiling Demolition Plans  
 A1 Floor & Ceiling Remodeled Plans  
 (Table deleted)  
 A2 Room Finish Schedule, Door Schedule, Details and Interior Elevations  
 A3 Interior elevations  
 A4 Alternate Interior Elevations  
 SP1 General Requirements & Specifications  
 SP2 General Requirements & Specifications (continued)  
 M1 Mechanical Floor Plans  
 M2 Mechanical Specifications  
 M3 Mechanical Specifications  
 PD1 Plumbing Demolition Plans  
 P1 Plumbing Plans  
 P2 Plumbing Specifications, Schedules & Diagrams  
 ED1 Electrical Demolition Plans  
 E1 Power & Lighting Plans  
 E2 Schedules & details  
 EM1 Emergency & Lighting Plans

**The Addenda,**

| Number         | Date                  | Pages                       |
|----------------|-----------------------|-----------------------------|
| Addendum No. 1 | Issued March 6, 2009  | pp1-3, ASK1, ESK1, MSK1 & 2 |
| Addendum No. 2 | Issued March 19, 2009 | page 1, PD1, P1, P2         |

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ABCO Development, Inc.  
75 Gaylord Street  
Elk Grove Village, IL 80007

**Project Schedule, Contract Exhibit 'B'**  
**Malibu Condominiums Fitness Center Renovation**  
6007 N. Sheridan Road, Chicago IL 80060

May 26, 2009

| ID | Task Name                           | Duration       | Start              | Finish             | Predecessors | Resource Names  | Apr 8, 2009<br>W T T F S S S M T W |
|----|-------------------------------------|----------------|--------------------|--------------------|--------------|-----------------|------------------------------------|
| 1  | <b>Preconstruction Activities</b>   | <b>55 days</b> | <b>Thu 4/2/09</b>  | <b>Thu 6/18/09</b> |              |                 |                                    |
| 2  | Contract Execution                  | 40 days        | Thu 4/2/09         | Thu 5/28/09        |              | ABCO/MC/RJ&A    |                                    |
| 3  | Permit Acquisition                  | 34 days        | Thu 4/16/09        | Wed 6/3/09         | 2SS+10 days  | RJ & Associates |                                    |
| 4  | Project purchasing                  | 20 days        | Thu 4/30/09        | Thu 5/28/09        | 2SS+20 days  | ABCO            |                                    |
| 5  | Preconstruction meeting             | 1 day          | Tue 6/9/09         | Tue 6/9/09         | 3FS+3 days   | ABCO/MC/RJ&A    |                                    |
| 6  | Mobilization                        | 10 days        | Thu 6/4/09         | Wed 6/17/09        | 3            | ABCO            |                                    |
| 7  | Owner Items removal                 | 2 days         | Wed 6/17/09        | Thu 6/18/09        | 5FS+5 days   | Malibu Condos   |                                    |
| 8  | Floor/Mirror Protection             | 1 day          | Thu 6/18/09        | Thu 6/18/09        | 7FF          | ABCO            |                                    |
| 9  | <b>Construction Activities</b>      | <b>18 days</b> | <b>Fri 6/19/09</b> | <b>Wed 7/15/09</b> | <b>8</b>     |                 |                                    |
| 10 | MEP cut, cap, make safe             | 2 days         | Fri 6/19/09        | Mon 6/22/09        | 8            | MEP Trades      |                                    |
| 11 | Remove Thru-wall A/C                | 1 day          | Tue 6/23/09        | Tue 6/23/09        | 10           | HVAC Sub        |                                    |
| 12 | Plumbing disconnects                | 1 day          | Tue 6/23/09        | Tue 6/23/09        | 10           | KOR Plumbing    |                                    |
| 13 | Electric device relocations         | 2 days         | Tue 6/23/09        | Wed 6/24/09        | 10           | RSE Electric    |                                    |
| 14 | Masonry Demolition                  | 2 days         | Tue 6/23/09        | Wed 6/24/09        | 10           | Masonry Sub     |                                    |
| 15 | Metal stud construction             | 2 days         | Wed 6/24/09        | Thu 6/25/09        | 14SS+1 day   | Carpentry Sub   |                                    |
| 16 | Set HM Dr Frames                    | 1 day          | Thu 6/25/09        | Thu 6/25/09        | 15FF         | Carpentry Sub   |                                    |
| 17 | Masonry Construction                | 4 days         | Thu 6/25/09        | Tue 6/30/09        | 14           | Masonry Sub     |                                    |
| 18 | Plumbing Rough                      | 2 days         | Thu 6/25/09        | Fri 6/26/09        | 14           | KOR Plumbing    |                                    |
| 19 | HVAC Rough                          | 2 days         | Thu 6/25/09        | Fri 6/26/09        | 14           | HVAC Sub        |                                    |
| 20 | Electrical Rough                    | 2 days         | Thu 6/25/09        | Fri 6/26/09        | 14           | RSE Electric    |                                    |
| 21 | Rough inspections- City             | 1 day          | Fri 6/26/09        | Fri 6/26/09        | 19FF         | City of Chicago |                                    |
| 22 | Pour concrete pad                   | 2 days         | Mon 6/29/09        | Tue 6/30/09        | 17, F, 21    | Masonry Sub     |                                    |
| 23 | Drywall                             | 4 days         | Mon 6/29/09        | Thu 7/2/09         | 21           | Carpentry Sub   |                                    |
| 24 | Paint                               | 3 days         | Thu 7/2/09         | Tue 7/7/09         | 23SS+3 days  | Painting Sub    |                                    |
| 25 | Door & hardware                     | 1 day          | Tue 7/7/09         | Tue 7/7/09         | 24SS+2 days  | Carpentry Sub   |                                    |
| 26 | Acoustical Ceiling Grid             | 1 day          | Tue 7/7/09         | Tue 7/7/09         | 24SS+2 days  | Carpentry Sub   |                                    |
| 27 | Elec Lights & Trim                  | 2 days         | Wed 7/8/09         | Thu 7/9/09         | 26           | RSE Electric    |                                    |
| 28 | HVAC trim & Startup                 | 2 days         | Wed 7/8/09         | Thu 7/9/09         | 26           | HVAC Sub        |                                    |
| 29 | Flooring VCT & rubber               | 2 days         | Fri 7/10/09        | Mon 7/13/09        | 28           | Flooring Sub    |                                    |
| 30 | Ceiling tile                        | 1 day          | Tue 7/14/09        | Tue 7/14/09        | 29           | Carpentry Sub   |                                    |
| 31 | Toilet Room Accessories             | 1 day          | Tue 7/14/09        | Tue 7/14/09        | 29           | Carpentry Sub   |                                    |
| 32 | Plumbing trim                       | 2 days         | Tue 7/14/09        | Wed 7/15/09        | 29           | KOR Plumbing    |                                    |
| 33 | <b>Post Construction Activities</b> | <b>5 days</b>  | <b>Thu 7/16/09</b> | <b>Wed 7/22/09</b> | <b>32</b>    |                 |                                    |
| 34 | Final Clean                         | 1 day          | Thu 7/16/09        | Thu 7/16/09        |              | ABCO            |                                    |
| 35 | Punch list                          | 5 days         | Thu 7/16/09        | Wed 7/22/09        | 32           | ABCO            |                                    |
| 36 | Final inspections- City             | 2 days         | Fri 7/17/09        | Mon 7/20/09        | 34           | City of Chicago |                                    |
| 37 | Client turnover                     | 2 days         | Tue 7/21/09        | Wed 7/22/09        | 36           | ABCO            |                                    |
| 38 | Final Invoice                       | 1 day          | Wed 7/22/09        | Wed 7/22/09        | 37FF         | ABCO            |                                    |

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ABCO Development, Inc.  
75 Gaylord Street  
Elk Grove Village, IL 60007

**Project Schedule, Contract Exhibit "B"**  
**Mallbu Condominiums Fitness Center Renovation**  
6007 N. Sheridan Road, Chicago IL 60660

May 26, 2016

| Apr 12, 10P | Apr 19, 10P | Apr 26, 10P | May 3, 10P | May 10, 10P | May 17, 10P | May 24, 10P | May 31, 10P |
|-------------|-------------|-------------|------------|-------------|-------------|-------------|-------------|
| T           | F           | S           | M          | T           | W           | T           | F           |

ABCONCI

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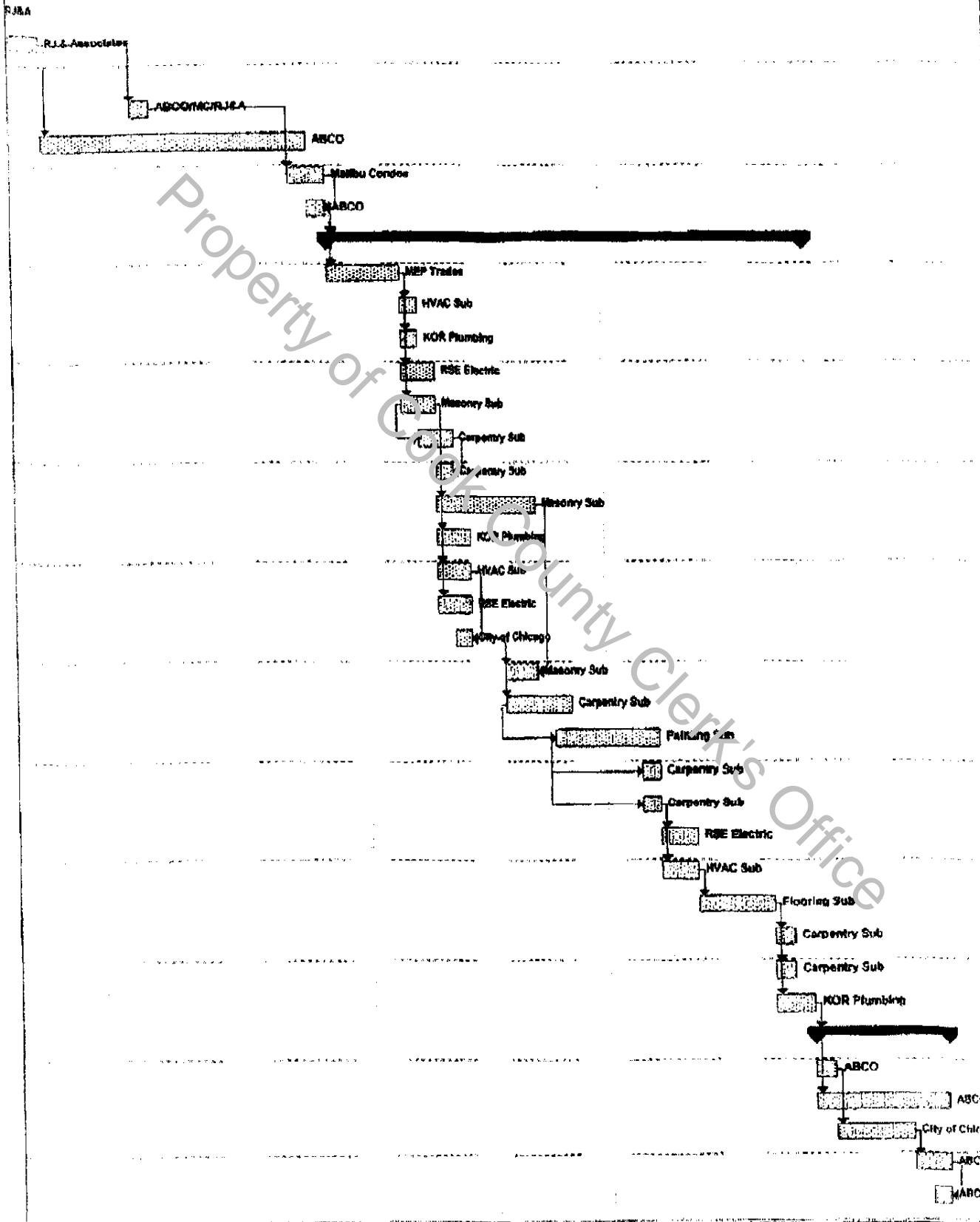
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ABCO Development, Inc.  
73 Gaylord Street  
Elk Grove Village, IL 60007

**Project Schedule, Contract Exhibit 'B'**  
**Malibu Condominiums Fitness Center Renovation**  
6007 N. Sheridan Road, Chicago IL 60660

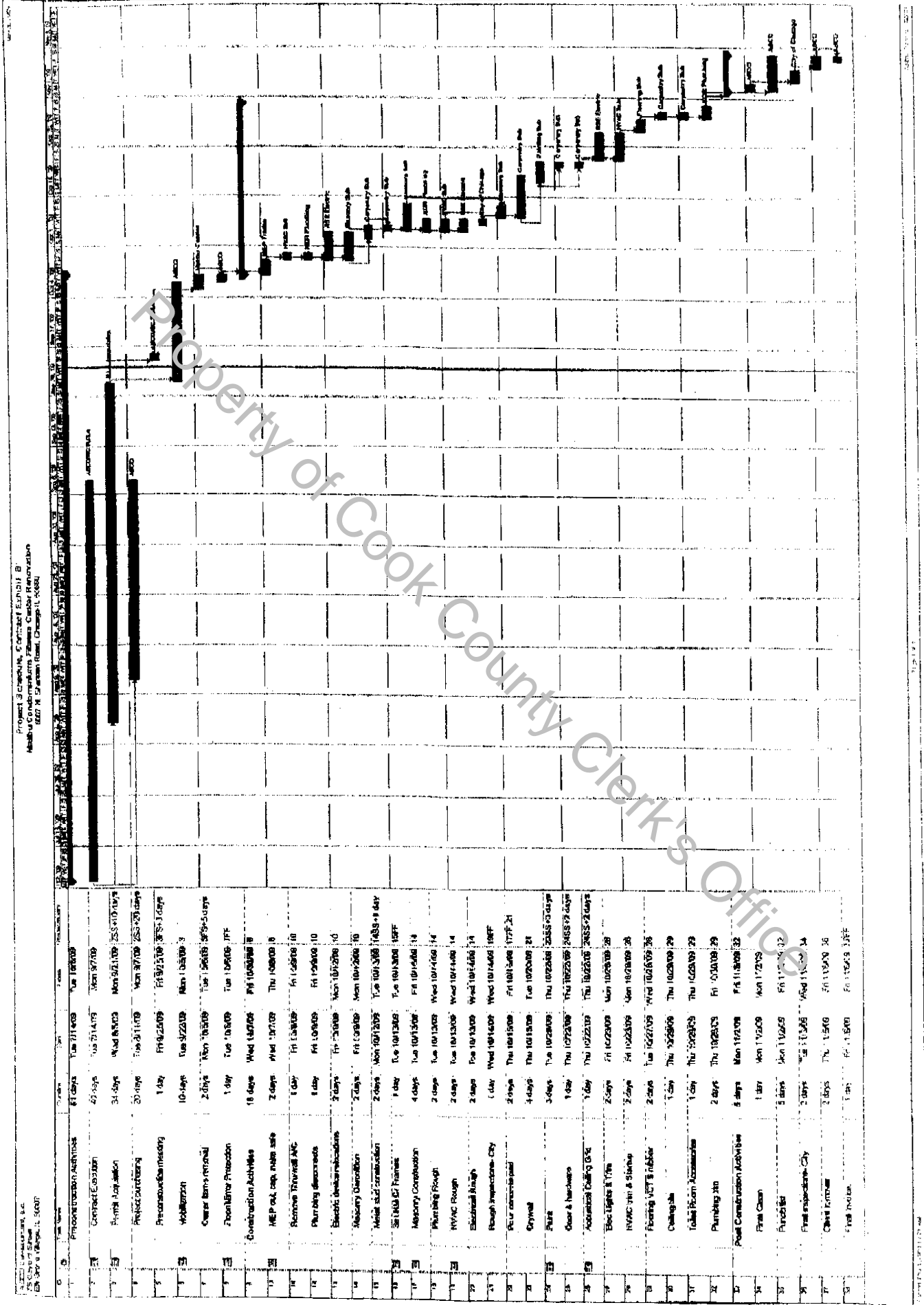
May 28, 2009

|    |               |               |               |               |               |               |               |
|----|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 09 | Jun 7, 09     | Jun 14, 09    | Jun 21, 09    | Jun 28, 09    | Jul 5, 09     | Jul 12, 09    | Jul 19, 09    |
|    | S M T W T F S | S M T W T F S | S M T W T F S | S M T W T F S | S M T W T F S | S M T W T F S | S M T W T F S |



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