



Doc#: 1102856018 Fee: \$33.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/28/2011 02:01 PM Pg: 1 of 7

STATE OF ILLINOIS
COUNTY OF COOK

MECHANIC'S LIEN DOCUMENT FILED BY THE SUBCONTRACTOR/CLAIMANT
AGAINST THE OWNER'S PREMISES, AGAINST THE OWNER AND AGAINST
THE PRIME CONTRACTOR

1. THE PREMISES;

Street Adress - 3630 N. Southport, Chicago, Illinois

The legal description of "The Premises" is contained in a document attached and designated Exhibit "A".

2. THE OWNER OF THE PREMISES:

Supervalu, Inc.

Registered Agent - C.T. Corporation

208 S. LaSalle St., Ste. 814

Chicago, IL 60604

Jetco Properties, Inc.

Registered Agent - C.T. Corporation

208 S. LaSalle St., Ste. 814

Chicago, IL 60604

Jewel Osco, Inc.

Registered Agent - C.T. Corporation

208 S. LaSalle St., Ste. 814

Chicago, IL 60604

3. THE PRINCIPAL CONTRACTOR;

Leopardo Companies, Inc.

d/b/a Leopardo Construction

Registered Agent:

James A. Leopardo

5200 Prairie Stone Parkway

Hoffman Estates, IL 60192

4. THE SUBCONTRACTOR/CLAIMANT;

Metro Glass & Mirror, Inc.

1546 Bourbon Parkway

Streamwood, IL 60107

5. Upon information and belief the Principal Contractor and the Owner of the Premises entered into a contract on 09/15/09 by the terms of which the Principal Contractor agreed to completely refurbish the structure located on the Premises and the Owners of the Premises agreed to pay the Principal Contractor for such services.

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6. The Principal Contractor and the Subcontractor/Claimant entered into a contract on 10/09/09 by the terms of which contract the Subcontractor/Claimant agreed to furnish and install glass construction materials for the Principal Contractor and the Principal Contractor agreed to pay the Subcontractor/Claimant for such services and materials. Copies of excerpts of this contract are attached hereto and are designated Exhibit "B".

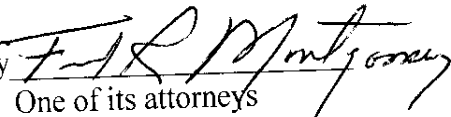
7. Of the total subcontract price \$70,339.63 remains due and owed to the Subcontractor/Claimant by the Principal Contractor. A document stating this unpaid balance is attached hereto as Exhibit "C".

8. The Subcontractor/Claimant completed its contract on 10/30/10. The materials and services provided by the Subcontractor/Claimant were incorporated into the Premises and served to enhance the value of the Premises.

9. Demand has been made upon the Principal Contractor to pay the amount set forth in Paragraph 7 above but the Principal contractor has failed to do so. No credits nor sets off are due the Principal Contractor.

THEREFORE, the Subcontractor/Claimant does hereby file a Mechanic's Lien on the Owner's Premises and against the Principal Contractor for the sum of \$70,339.63.

Metro Glass & Mirror, Inc.

By 
One of its attorneys

Law Office of Frank R. Montgomery
1275 W, Roosevelt Road, Ste. 111
West Chicago, IL 60185
Phone (630) 439-1025
Fax (630) 439-1024
Atty. No. 19286

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**AFFIDAVIT OF CLAIM
VERIFIED BY CERTIFICATION**

Under penalties as provided by law pursuant to **Chapter 735 ILCS Section 5/1-109** of the **Illinois Code of Civil Procedure**, the undersigned certifies that the following statements set forth herein are true and correct:

1. I am over the age of 18, under no legal disability, and, if called upon to testify at the trial of this matter, would be able to competently testify as to the facts set forth herein.

2. *a. I am a sole proprietor doing business as _____;
*b. _____ and I are partners doing business as _____; OR

*c. I am the President of Metro Glass & Mirror, Inc
(Job Title) (Name of Creditor)
a corporation or limited liability company formed under the laws of the State of IL.

3. In my capacity as President, I have personal knowledge of the
(Job Title)
account balance due from Leopardo Co, Inc upon which
(Name of Debtor(s))
Plaintiff's Complaint is based.

4. Leopardo Co, Inc is/are indebted to
(Name of Debtor(s))
Metro Glass & Mirror in the amount of \$ 70,339.62, plus
(Name of Creditor)
interest and attorneys' fees in accordance with Illinois Statute and/or the contract between the parties, if applicable; no part thereof has been paid or satisfied; and there are no offsets or counterclaims.

5. Pursuant to Supreme Court Rule 222:
This claim [DOES] [DOES NOT] EXCEED \$50,000.00.

SIGNATURE: [Signature]
PRINT NAME: Kenneth Fugish
TITLE: President
DATED: 12-1-2010, 20

*COMPLETE ONLY THE APPLICABLE PARAGRAPH (a, b, OR c)

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ANNEX "A"

CHICAGO TITLE INSURANCE COMPANY



TRACT INDEX SEARCH

Order No.: 1408 H25244295 HE

Additional Tax Numbers:

Legal Description:

LOTS 1 THROUGH 19 IN BLOCK A IN SICKEL & HUFFMEYER'S SECOND ADDITION TO LANE PARK IN THE
SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20,
TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

TAX NUMBERS: 14-20-122-018-0000, 14-20-122-019-0000, 14-20-122-020-0000, 14-20-122-021-0000, 14-20-122-022-0000,
14-20-122-023-0000, 14-20-122-024-0000, 14-20-122-025-0000, 14-20-122-026-0000, 14-20-122-027-0000, 14-20-122-028-0000,
14-20-122-029-0000, 14-20-122-030-0000, 14-20-122-031-0000, 14-20-122-032-0000,

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2/22/2010 10:38

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SUBCONTRACT AGREEMENT



Leopardo

COMPANIES, INC.
LCI Management Services
Leopardo Construction

Corporate Headquarters:

5200 Prairie Stone Parkway, Hoffman Estates, IL 60192
TEL: 847 783 3000 FAX: 847 783 3001
www.leopardo.com

DATE: October 07, 2009
SUBCONTRACTOR: Metro Glass & Mirror
Jim Stlne
1545 Bourbon Parkway
Streamwood IL 60107
630-918-1415 630-372-8346

SUBCONTRACT NO : 09-1631021
13497 PROJECT : 09-1631
Jewel Osco Store No. 3632
3630 North Southport Avenue
Chicago IL 60613-3710
Tel: Fax:
Frank C. Mihic
FCMihic@leopardo.com
08410-005- 2

RETAINAGE: 10%

PHASE :

As of the date written above, Leopardo Companies, Inc. (Contractor) and Subcontractor by their duly authorized representatives, agree to enter into this Subcontract Agreement. Subcontractor is authorized to proceed with the work described below in connection with the above Project, the Subcontract Amount of which is to be \$302,000.00

SCOPE OF WORK

A. The Subcontractor's Work as defined in Article 1 of the attached Conditions of the Subcontract Agreement which are incorporated into this Subcontract also shall consist of furnishing all labor, material, equipment, plant, scaffolding, hoisting, tools, fasteners, anchors, supplies, taxes, freight, quality control documentation, supervisory personnel, testing, training, and other things necessary for the total, satisfactory and timely performance of all work in strict accordance with this Subcontract Agreement, the Conditions to the Subcontract Agreement, all Subcontract Exhibits and the other Subcontract Documents as they relate to: Aluminum Entrance & Storefront

3. Insurance and Additional Insureds: The Subcontract Amount includes and the Subcontractor shall name as additional insureds on the Subcontractor's Commercial General Liability Policy, employing ISO Form CG 20 10 [11/85 version], ISO Form CG 20 26 [11/85 version] or ISO Form CG 20 10[10/01 or 7/04 version] in conjunction with ISO Form CG 20 37 [10/01 or 7/04 version] or equivalents and Business Auto Liability and Subcontractor shall provide to Contractor the Insurers, endorsement(s) confirming:

Leopardo Companies, Inc., its subsidiaries, affiliate corporations, and each of their directors, officers, employees, agents and consultants, and those persons listed below as further Additional Insured: Supervalu Corporate Headquarters (Owner); Jewel-Osco(Owner); Camburas & Theodore (Architect & M.P.E. Engineers); Olympic Engineering (Structural Engineer); Atwell-Hicks(Civil Engineer & Landscape Architect);Enterprise Tool & Rental Company (Rental Company); City of Chicago, for all contracted work with Leopardo Companies, Inc. performed for this Facility. The Additional Insured Endorsement to the applicable Subcontractor's Provided Insurance (as defined in Article 22 of the Conditions to this Subcontract Agreement) policies shall provide: "With respect to any claims, losses, damages, expenses, or liabilities arising out of Subcontractor's Work and/or performance of the Subcontract, this Subcontractor's Provided insurance will be primary over any other insurance available to Contractor or Owner or any of the Additional Insureds ("Non-Subcontractor Provided Insurance") and such Non-Subcontractor Provided Insurance shall be in excess of and non-contributory with insurance afforded by this Subcontractor's Provided Insurance." (ii) Cancellation: Each of the Subcontractor's Provided policies must state that the Insurer is to provide Contractor thirty (30) days advance written notice of cancellation, reduction, or material change in coverage or limits.

Waiver of Subrogation - Workers Compensation
The Subcontractor will provide a Waiver of Subrogation endorsement in favor of the Leopardo Insureds which shall apply to provide that subrogation shall be waived against the Leopardo Insureds regarding workers compensation on all Projects to which this Subcontract applies.

Subcontractor's obligation for timely performance is based on the dates provided in this Paragraph D and the dates, sequence and duration as established by Contractor's Project Schedule as amended from time to time by Contractor and not by any shorter or differing requirements of the Prime Agreement. Subject to the provisions of Article 9 of the Conditions to the Subcontract Agreement, Subcontractor agrees to commence and complete Subcontractor's Work in strict accordance with the dates provided in this Paragraph D below and Contractor's Project Schedule, as amended from time to time, and periodic updates as may be necessary from time to time, including short interval schedules issued by Contractor for performance of the Work. Project applicable milestones for Subcontractor's Work are:

SCHEDULE:

WORK TO BE COMPLETED AS PER ATTACHED CONSTRUCTION SCHEDULE DATED 7-31-09.

Unit prices and Subcontractor's Schedule of Values, each are set forth and described in this Paragraph E below:

1. Subcontractor warrants that Subcontractor's Schedule of Values set forth at Subparagraph E3 below identifies all subcontractors and suppliers to Subcontractor for Subcontractor's Work, their respective sub-subcontract prices and quantities.

2. All work related to unit prices shall be performed in accordance with the requirements of the Contract Documents. Unit Prices include all labor material, equipment, taxes, payroll costs, insurance, bonds, overhead, profit, mobilizations and demobilizations, and any other pertinent items. Should Contractor elect to have Subcontractor utilize these unit prices within the preparation of cost proposals in accordance with the Contract Documents, they shall be used for BOTH ADDS and DEDUCTS.

3. The Subcontractor's Schedule of Values and the unit prices are:

The scope of work may be clarified in this Paragraph F below but such clarification does not relieve the Subcontractor from performing Subcontractor's Work complete for this Project which is the intent of this Subcontract:

SCOPE OF WORK:

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... unless and until Contractor affirmatively accepts the assignment as provided above and then such liability shall relate to work performed and material or supplies from the date of Contractor's acceptance of the assignment after Subcontractor's termination. The contingent assignment to Owner shall take effect only upon Owner's Contractor for cause and Owner's written notice to Subcontractor of exercise of the assignment.

29. INTERPRETATION OF CONTRACT DOCUMENTS. (a) It is the intention of the parties that all terms of this Subcontract and the Contract Documents are to be considered as complementary. However, in the event that such an interpretation is not possible, the order of precedence of such documents shall be: (1) Modifications of this Subcontract; (2) Modifications of the Contract Documents; (3) this Subcontract Agreement, unless the Contract Documents impose a higher standard or greater requirement on the Subcontractor, in which case the Contract Documents; and (4) the Contract Documents, unless the provisions of item (3) apply. (b) Except as otherwise provided, all references herein to days shall be to calendar days. The term "Subcontractor's subcontractor" shall mean any subcontractor, vendor or materialman who is supplying material or performing work in connection with the Subcontract and who has a direct contractual relationship with Subcontractor. The term "lower-tier subcontractor" shall mean any subcontractor, vendor or materialman at any tier supplying material or performing work in connection with the Subcontract. The term "subcontract" when referencing contractual arrangements between Subcontractor and Subcontractor's subcontractors shall include purchase orders and contracts for construction, materials and/or services relating to the Project. (c) Any and all headings of this Subcontract are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any Exhibit or document shall be deemed to include all Modifications to any such Exhibit or document entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Subcontract. (d) Neither Contractor nor Subcontractor shall be deemed to be the author or drafter of this Subcontract for the purposes of any common law, evidence, statutory or other presumption or rule that contract ambiguities be construed against the author or drafter of an agreement.

30. OWNER'S PROPERTY. Subcontractor shall use, and shall cause Subcontractor's lower-tier subcontractors to use, a reasonable degree of care when entering upon any property owned by the Owner in connection with the Project. In the case of property not owned by the Owner, Subcontractor and Subcontractor's lower-tier subcontractors shall comply with any and all instructions and requirements for the use of such property.

31. ADDITIONAL PROVISIONS. The following Additional Provisions are also specifically included in Subcontractor's work: (a) Subcontractor specifically agrees to provide all supervision, manpower, tools and equipment, required to fully complete Subcontractor's Work in accordance with the scheduling requirements of the Project. CONTRACTOR MAY DIRECT SUBCONTRACTOR TO BEGIN WORK OR OFF-SITE FABRICATION PRIOR TO ANTICIPATED START DATE DUE TO EARLIER THAN ANTICIPATED ACCESSIBILITY, OPPORTUNITY, ACTIVITIES DUE TO ANTICIPATED WEATHER CONDITIONS, EARLIER DELIVERIES, OR FUTURE COORDINATION. WILL PERFORM AS DIRECTED WITH THE UNDERSTANDING THAT ANY SUCH DIRECTIVES ARE FOR THE BENEFIT OF THE PROJECT AND THE SUBCONTRACTOR. SUCH DIRECTIVES WILL NOT BE CONSIDERED DIRECTIVES TO ACCELERATE SUBCONTRACTOR'S WORK. (b) Subcontractor is responsible for shipping, receiving, unloading, hoisting, reloading, and off loading of transport material from lay down storage areas and to work areas and is responsible for protection and safekeeping of material until acceptance by Owner. Subcontractor shall have the option of unloading materials as close as practical to the work areas as long as it does not interfere with Work of other subcontractors or Owner. All work and deliveries shall be coordinated with Contractor. Subcontractor shall coordinate lay down, field office, and storage areas with Contractor. (c) Subcontractor shall supply for his own use the following if required: a). all temporary field trailers and storage facilities as required, b). temporary utilities required to perform the work, except as otherwise noted herein, c). drinking water and ice, d). surveying/layout, e). lifting equipment (d) This Subcontract is issued contingent upon Owner's approval but Subcontractor nevertheless shall commence and continue work until Contractor directs otherwise. In the event Owner fails to approve the Subcontract, Contractor shall be entitled to terminate for convenience. (e) Subcontractor shall complete all punch list items within time limits established by the Contractor and hereby authorizes Contractor to complete any punch list work at Subcontractor's expense upon 48 hours notice from Contractor, if Subcontractor fails to begin or fails to make adequate progress towards completing punchlist work as directed by Contractor. Subcontractor hereby agrees that such action on Contractor's part will not be cause for prejudging warranty or any other contract obligations of Subcontractor. (f) The Subcontract Amount payable under this Agreement shall be firm for the duration of the Agreement, and is not subject to any escalation for material, labor or equipment. (g) The Contractor will provide Subcontractor one complete set of Drawings and Specifications. Additional sets of Contract Documents will be supplied at cost. (h) Subcontractor shall provide touch-up paint for factory finishes on equipment furnished under this scope of work. (i) Subcontractor shall pay to provide or install, or both, as appropriate, access doors required to accommodate access to systems installed under this Subcontract. (j) Subcontractor shall complete all associated punchlist items and submit all warranties, as-built drawings and operation and maintenance manuals, as required by the contract without violating this agreement, perform or have performed, all work required to complete Subcontractor's Project Close-Out within ten calendar days after written notice by Contractor, Contractor may. (k) The Subcontractor shall complete all associated punchlist items and submit all warranties, as-built drawings and operation and maintenance manuals, as required by the contract without violating this agreement, perform or have performed, all work required to complete Subcontractor's Project Close-Out within ten calendar days after written notice by Contractor, Contractor may. 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(z) The Subcontractor shall complete all associated punchlist items and submit all warranties, as-built drawings and operation and maintenance manuals, as required by the contract without violating this agreement, perform or have performed, all work required to complete Subcontractor's Project Close-Out within ten calendar days after written notice by Contractor, Contractor may.

Subcontractor acknowledges that Subcontractor has reviewed and is familiar with this Subcontract Agreement and the Conditions to the Subcontract Agreement and Subcontractor agrees to be bound to Contractor by their terms.

ACCEPTED: Metro Glass & Mirror (Subcontractor)
Signature: _____

Leopardo Companies, Inc. (Contractor)
Signature: _____

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Metro GLASS & MIRROR

TEL (630) 372-8146
FAX (630) 372-8346

1545 BOURBON PARKWAY
STREAMWOOD, ILLINOIS 60107

CONTRACT FOR LEOPARDO

ORIGINAL AMOUNT: \$302,000.00

CHANGE ORDER #2 \$15,689.60

CHANGE ORDER #1: 7,149.20

TOTAL CONTRACT AMOUNT WITH CHANGE ORDERS: \$324,838.80

PAYMENTS:	11-2-10	\$73,646.82
	09-15-10	61,211.50
	07-27-10	41,506.51
	05-26-10	1,500.00

DIRECT TO ARCH		
ARCH ALUMINUM	05-26-10	76,634.35

BALANCE DUE: 70,339.62

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