

# UNOFFICIAL COPY

STATE OF ILLINOIS )

COUNTY OF COOK )



Doc#: 1206654008 Fee: \$41.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/06/2012 02:52 PM Pg: 1 of 13

## ORIGINAL CONTRACTOR'S CLAIM FOR LIEN (ILLINOIS)

The Claimant, **LIKVAN BUILDING GROUP, INC., d/b/a LIKVAN BUILDING GROUP**, an Illinois corporation of Oak Brook, County of DuPage, State of Illinois, hereby files a claim for lien against **STEPHEN BARNARD and STEPHANIE BARNARD** (hereinafter "Owners"), individuals who on information and belief reside in Cook County, Illinois, and states as follows:

1. That on or about May 21, 2011, and subsequently, Owners owned fee simple title to the following described real estate including all land and improvements thereon ("Real Estate") located in Cook County, Illinois, commonly known as 213 South East Avenue, Oak Park, Illinois, and legally described as follows:

LOT 4 (EXCEPT THE WEST 2 ½ FEET THEREOF) IN BLOCK 6 IN BLACKSTONE ADDITION TO OAK PARK, BEING A SUBDIVISION OF THAT PART OF THE WEST ½ OF THE SOUTH EAST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 9.50 CHAINS THEREOF, IN COOK COUNTY, ILLINOIS

PIN # 16-07-408-016-0000

2. That on or about May 21, 2011, prior to the commencement of work, the Claimant made a contract with the Owners (the "Contract"), which is attached hereto as Exhibit 1, to provide material, labor, and equipment to perform certain improvements (the "Improvements") upon the Real Estate, including the items described in Exhibit A to the Contract, as well as extras and alterations negotiated with Owners and performed with Owners' knowledge and consent. The Improvements included, without limitation, demolition, debris removal, carpentry, home siding, masonry, and roofing, as well as other work.
3. Following May 21, 2011 and through the date of December 5, 2011, Claimant diligently worked to perform the work and supply the materials required under the Contract. On or about November 18, 2011, the Owners breached the Contract by failing and refusing to obtain necessary permits to continue the work or to provide Claimant with necessary decisions and instructions regarding the work. On or about December 8, 2011, Owners sent a letter to Claimant demanding Claimant cease all work on the Real Estate and remove Claimant's personnel, materials, and equipment from the Real Estate immediately (the "December 8 Letter"). Claimant received Owners' letter on or about December 10, 2011, and ceased work thereafter in response to Owners' failure to obtain necessary permits to continue the work or to provide Claimant with necessary decisions and instructions regarding the work, as well as Owners' further anticipatory breach of the Contract in the December 8 Letter. The last date when Claimant performed work on the Real Estate pursuant to the Contract was on or about December 5, 2011.
4. As of the of the date hereof, there is due, unpaid, and owing to Claimant, after allowing all credits, the principal sum of **EIGHTEEN THOUSAND THREE HUNDRED SEVENTEEN AND 23/100 DOLLARS (\$18,317.23)**, which sum bears interest at the rate of 10% per month as specified in the Contract, as well as attorneys' fees as specified in the Contract.



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**LIKVAN BUILDING GROUP**  
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**CONSTRUCTION  
CONTRACT**

1

**THIS CONSTRUCTION AGREEMENT** (this "Agreement") is entered into on this 21 day of May, 2011 by and between LIKVAN BUILDING GROUP, an Illinois Corporation of 1200 Harger Road, Suite 830, Oak Brook Illinois 60523 ("Contractor") and Steve and Stephanie Barnard, of 213 S. East Ave, Oak Park, Illinois, collectively (the "Owners").

1. **Conveyance of Improvements:** Owners are the fee simple owners of the following described premises: 213 S. East Ave, Oak Park, Illinois. Contractor agrees to convey to Owners the improvements (the "Improvements") to be constructed upon the Premises by Contractor according to the pricing estimate and specifications attached hereto as Exhibit A and made a part hereof (collectively the "Estimate"). The architectural plans were prepared by Midwest Design Group, Inc. Contractor shall install all materials and supplies in accordance with manufacturers' instructions, and shall execute all tasks in a workmanlike fashion.
2. **Permits and Authorizations:** Owners shall obtain all necessary building permits, licenses, fees, or authorizations required for construction work performed by the Contractor, to be assisted by Contractor as necessary. Contractor shall arrange for all necessary inspections, and will be responsible for any corrections required by governing body following inspections. Owners agree to pay all permit fees, soil tests, survey fees, architectural drawings, engineering fees and inspection fees.
3. **Construction Price.** Owners agree to pay to Contractor the sum of \$164,000 as detailed in Exhibit B and made a part hereof (collectively the "Draw Schedule"), as follows:
  - a. The sum of \$ 57,550 upon the signing of the contract.
  - b. Draw payment portions as estimated in Exhibit B to cover materials purchased and contracting services completed.
  - c. The sum of \$ 15,000 will be paid upon successful completion of the Plans and approved by owners and governing bodies.

The parties acknowledge and agree that the preliminary estimated costs as attached hereto and incorporated herein as Exhibit A, is a preliminary good faith estimate and should not be construed as a final construction cost.

4. **Approval of Plans.** All requests for Extras shall be in writing, approved by Contractor and Owners, signed by Contractor and Owners, and paid for by Owners following the completion of any work in connection with such extras at cost of labor and materials plus 15%. "Extras" shall mean any of the following.
  - a. Additional work to be performed by Contractor upon the Premises;
  - b. Additional materials to be furnished by Contractor for the construction of the Improvements.
  - c. Changes that alter the Plans
  - d. Additional cost for upgrades or additional materials for an "Optional Item"
  - e. Changes for increases in foundation work as a result of unforeseeable soil conditions.

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**CONSTRUCTION** 2  
**CONTRACT**

5. **Payments:** All payments, required to be made by Owners to Contractor pursuant to the terms of this Agreement, shall be in the form of immediately available funds. Owners covenant that all payments due by Owners hereunder shall be paid in full when due. Any payment of Owners due hereunder that is received and accepted by Contractor after the due date shall bear interest at the rate of ten (10%) percent per month after the due date until paid.

6. **Contractor's Liability / Contractor's Limited Warranty:** Contractor and Owners agree that Contractor's liability to Owners subsequent to the completion shall be:

- a. Contractor will review with the Owners the Improvements to the premises subsequent to the completion of Improvements
- b. Items enumerated and agreed in writing by both parties (the "Punch List Items") will be corrected within fourteen (14) days.
- c. Contractor will provide labor and materials to correct latent and structural defect in Contractor's workmanship and materials ("Limited Warranty") which defects Contractor receives written notice of within one (1) year from the date of completion ("Limited Warranty Period").

7. Under normal use certain types of finished materials are subject to immediate wear and tear. Therefore, unless noted at the final inspection to determine the Punch List Items, chips, scratches, mars or marks on or in such final items such as tile, woodwork, walls, porcelain, mirrors, glass (including breakage or cracks), window frames, plumbing fixtures, marble and laminate tops, lighting fixtures, cabinets and appliances are specifically excluded from the Limited Warranty. Contractor is not responsible for ordinary wear and tear or the result of the inherent characteristics of materials or products used in the Construction of the Improvements.

Appliances, equipment, fixtures, systems which are consumer products such as, but not limited to, ovens, ranges, dishwashers, disposals, and heating, ventilating, air conditioning, plumbing and electrical components and systems, and any other items covered by a separate warranty (the "Residential Equipment") are not warranted by Contractor, whether expressed or implied, unless defects are due to Contractor negligence or are improperly installed by Contractor.

8. **CONTRACTOR AND OWNERS ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE ONLY EXPRESS WARRANTY MADE BY CONTRACTOR TO OWNERS IS THE LIMITED WARRANTY CONTAINED IN THIS PARAGRAPH 8. CONTRACTOR AND OWNERS ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE LIMITED WARRANTY DOES NOT EXTEND TO INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN ALL EVENTS, THE MAXIMUM LIABILITY OF CONTRACTOR UNDER THE LIMITED WARRANTY SHALL NOT EXCEED THE COST OF THE IMPROVEMENTS HEREUNDER.**

Initial Here 

Owners acknowledge and understand that if a dispute arises with Contractor and dispute results in a lawsuit, notwithstanding anything in this Agreement to the contrary, Contractor's Limited Warranty shall not be binding upon Contractor until all payments due to Contractor hereunder have been paid in full. Furthermore, it is expressly understood that Contractor makes no warranty whatsoever regarding the landscaping of the premises beyond replacing landscaping that existed prior to start of construction project.

Initial Here BS

9. **Force Majeure.** Contractor shall not be liable for any loss, damage, or injury resulting from delay in the construction of the Improvements caused by Extra requests made by Owners, delays by Owners in the selection of Optional Items, occurrences beyond the reasonable and exclusive control of the Contractor, government order or regulation, fire, riot, war, civil unrest, the elements, public enemies, criminal activities, Acts of God, or delays solely caused by Owners.

10. **Insurance.** Contractor shall secure on or before the commencement of construction of the Improvements and maintain and pay for all necessary insurance including, general liability insurance to fully insure replacement costs of the Improvements. Contractor to provide a copy of the above certificate of insurance to Owners prior to commencement of construction.

**Liability Insurance:** The Contractor may not commence work until it has obtained all insurance required under the article. The Contractor may not allow any subcontractor to commence work as his/her subcontractor until all similar insurance required of the subcontractor has been obtained and approved. Contractor shall have insurance limits of not less than one million dollars (\$ 1,000,000.00) coverage.

All insurance acquired under the terms of this article must be obtained through an Insurance Company authorized to do business in the State of Illinois and Certificates of Insurance must be filed with the Owners if it so requires.

The Contractor indemnifies the Owners against any liability cost or expenses arising out of personal injury or property damage resulting from negligence of the Contractor or any of his Subcontractors.

11. **General Contractor's Sworn Statement / Construction Escrow.** Contractor agrees to furnish the Owners, or their nominees, prior to the times of payment hereunder, a General Contractor's Sworn Statement as well as lien waivers from Contractor and all subcontractors requesting payment.

12. **Owners' Power of Attorney.** Each Owner hereby irrevocably authorizes the other of them for and in his or her name, or as his agent, in dealings with Contractor, to do, reference hereto, or with reference to the Premise or Improvements, and does hereby ratify and confirm all that such person may do by virtue hereof.

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**CONSTRUCTION** 4  
**CONTRACT**

**13. Building Site.** Contractor reserves the right to review the site plans and establish site grades and building elevations for the Improvements on the Premises provided Owners' prior consent is obtained for any material change which deviates from the Plans, which consent shall not unreasonably be withheld or delayed. Compliance by Contractor with minimum building elevations established by the controlling municipalities shall relieve Contractor of any liability arising in connection therewith.

**14a. Owners' Default.** In the event that this Agreement is breached or terminated by Owners, and/or Owners fail to cure said breach, within 10 days notice, thereof, Owners shall pay to Contractor in full on demand, the cost of all labor and materials furnished and completed at that time by Contractor to Owners pursuant to this Agreement. Upon any breach or termination of this Agreement by Owners, Contractor may retain all funds paid to date by Owners, may apply such funds to such foregoing indebtedness without further notice, and may pursue any and all other remedies available to Contractor under law and equity for the collection of Contractor's losses and damages hereunder.

**14 b. Contractor's Default.** In the event that this Agreement is breached or terminated by Contractor, and/or Contractor's fail to cure said breach, within 10 days notice, thereof, Owners shall have any and all remedies available to Owners under law and equity for the collection of Owners' losses and damages hereunder.

**15. Completion.** The Contractor anticipates completion of the remodeling project 3 to 4 months from the time the Contractor begins, tentatively set for June 8, 2011, according to Exhibit B and made a part hereof (collectively the "Construction Schedule"). The Contractor shall not be liable for any loss or damages resulting from the delay in the construction of the Improvements caused by changes made by Owners, occurrences beyond the control of Contractor, labor difficulties, labor or material shortages, delay in the receipt of materials, government orders or regulation, riot, mob, the elements, public enemies and any and all acts of God, fires or other causes beyond Contractor's control. Contractor agrees that time is of the essence, and the date 4 months from the date the Contractor begins is a tentative date and Contractor agrees to use its best efforts to complete construction by said date, subject to Paragraph 9. Once commenced, the Contractor agrees that the work on the project will be continuous subject to scheduling the subcontractors.

**16. Parties in Interest / Assign ability.** This Agreement shall be binding upon Contractor and Owners and their respective heir, executors, administrators, successor, and assigns. Neither Owners nor Contractor shall not assign this Agreement without the prior written consent of the other.

**17. Entire Agreement.** This Agreement contains the entire agreement between Contractor and Owners relating the subject matter hereof and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by Owners and an authorized representative of Contractor.

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CONSTRUCTION 5  
CONTRACT

18. **Waiver.** The waiver of a breach of any of the terms of this Agreement by Contractor or Owners, or the failure of Contractor or Owners to insist upon the strict performance of any term hereof shall not constitute a waiver of any subsequent failure to perform.
19. **Applicable Laws.** The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
20. **Notices.** All notices required to be given under this Contract shall be construed to mean notice in writing signed by or on behalf of the party giving same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt requested, to the parties at the addresses set forth herein. Notices shall be deemed given when delivered or mailed aforesaid.
21. **Subcontractors.** Contractor agrees to bind every subcontractor by the terms of this Agreement, however, this Agreement shall not be construed as creating any contractual relation between any subcontractor and the Owners. In the event of death of the Contractor, the Owners shall be provided with a copy of all subcontractors.
22. **Authority and Responsibility of Likvan Building Group, Inc.** All work shall be done under the general supervision of Likvan Building Group, Inc. and/or Owners' Architect. Contractor, Owners and/or Architect shall decide any and all questions, which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work and interpretation of the Plans.
23. **Substitution.** In the event, it becomes necessary due to conditions beyond the control of the Contractor, the Contractor shall have the right to substitute any materials, so long as the substituted materials do not effect the aesthetics of the premises, as set forth in the plans or specification or either it may be at liberty to do so providing substituted materials are of like or equal to that specified and approved by Purchaser.
24. **Unforeseen Circumstances.** This Contract does not include the furnishing of any materials or labor necessitated by unforeseen soil conditions. All such additional materials and labor shall be paid by Owners.
25. **Environmental.** The Contractor neither has nor claims any expertise in radon, and does not provide advice to homeowners about acceptable levels or possible hazards of radon. Contractor makes no warranties, express or implied, about the existing or future environmental conditions of the property. Contractor shall not be liable for any type of damage, whether direct or indirect, which the property, residence or inhabitancy may suffer because of any existing or future environmental conditions.
26. **Acceptance.** Owners have three days from the date of acceptance to withdraw from this Agreement without penalty. The parties agree that their respective attorneys may make modifications to this Contract within five (5) business days after the date of acceptance.

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**CONSTRUCTION** 6  
**CONTRACT**

**27. Termination.** In the event of the death or permanent disability of Michael Likvan, President of Likvan Building Group, Inc., Owners and/or Contractor shall have the right to terminate the contract and each party shall have no future obligations to the other party. Contractor shall have no obligation to complete the project and Owners shall have no obligation to make future payments under the contract. Contractor shall retain all payments made up to the point of death or disability. In the event of death of the Contractor, the Owners shall be provided with a copy of all subcontractors.

IN WITNESS WHEREBY Contractor and Owners have entered into this Agreement of the day and year first above written.

Contractor:  
Likvan Building Group, Inc.

*Michael J. Likvan*  
Michael J. Likvan

Dated: 5-21-2011

Owners: *Steph Bussel*  
[Client Name]

*Stephanie Barnard*  
[Client Name]

Dated: 5/21/2011

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**CONSTRUCTION 7**  
**CONTRACT**

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**EXHIBIT A**  
**PRICING ESTIMATE & SPECIFICATIONS**

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## ESTIMATE

May 3, 2011

Steve,

Here is an updated estimate for the projects we discussed.

### PROJECT DETAILS\*

#### Cold Dark Shell

This project involves building a cold, dark shell per specifications found in Midwest Design Group's plans for 213 South East Avenue, Oak Park, Illinois dated 1-31-11 and includes:

- Deconstructing the existing back structure to prepare for the attachment of the addition
- Excavating the property and pouring concrete footings and foundation walls
- Installing drain tile and a sump pit
- Installing the support structures and framing the back addition
- Framing the attic space in existing house as per page A6 and A14 of plans
- Erecting a temporary partition to block the kitchen from the construction
- Replacing and adding windows as per plan
- Sheathing and siding the new addition with painted fibercement board, wood trim and gutters
- Carefully removing the existing siding in keeping with EPA lead paint removal guidelines
- Replacing cedar with painted, fibercement board siding on existing home
- Adding masonry to the lower area of the addition as per plan
- Replacing the skylights
- Reroofing the house with 30 year architectural shingles and ridge venting
- Trimming windows, soffits and fascia as per plans
- Painting existing and new trim

#### Estimated Project Length

It should take approximately 3 to 4 months provided all materials are available when needed and weather permitting.

#### Pricing Estimate for Dark Shell (plus updates)

**ESTIMATE FOR MATERIALS & LABOR .....\$ 137,950**

#### Pricing Estimate for Front Porch

- Constructing and finishing front porch (foundation, framing, decking, roofing, trim) as per plan
- Painting where required

**ESTIMATE FOR MATERIALS & LABOR .....\$ 26,050**

Please contact me at the number below if you have questions before I follow up with you.

Thanks,

*Mike Likvan*

Mike Likvan

\*see Appendix and General Terms & Conditions for more details

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**ESTIMATE**

## APPENDIX

### Pricing Note

- Client will provide mechanical (plumbing, HVAC and electrical) for the addition.
- Client will handle finishing the interior including drywalling, trimming and painting.
- *Likvan Building Group will finish exterior, screened porch and deck as per plan*

### Estimate Assumptions

- *The entire home will be resided with painted fibercement board siding*
- *To save money the front porch will be built in conjunction with the back addition*

### Forgotten Features

Below are items that are typically overlooked in the design of a back addition.

- Moving the overhead electrical / cable / phone service to underground
- Electrical wiring for:
  - outlets for holiday decorations
  - motion sensor lighting in the back yard and parking area
  - water fountains
  - convenient GFI outlet for electric mower, leaf or snow blower
  - gutter / downspout heaters
  - sufficient outlets to have dedicated outlets for low voltage transformers
- Additional sill cocks for backyard watering
- Gas line(s) for:
  - barbeque
  - fire pit
  - garage heating
- Low-voltage wiring for:
  - exterior music
  - deck / landscape / walk-way / stair lighting
  - security cameras
  - alarm system
- Network wiring for:
  - wireless network access point to service new addition
  - Internet connected video or audio system
- Cabling for:
  - back deck television

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## ESTIMATE

### GENERAL TERMS & CONDITIONS

#### CONDITIONS

- Prices are valid for 30 days from date of estimate.
- Likvan Building Group, Inc. shall furnish only the materials and labor specified in this estimate. Any changes necessitating additional materials or labor requires an additional written work order and will be billed at prices to be agreed upon by both parties. No verbal agreements or changes will be considered valid.
- Unless specifically stated, this estimate does not include the costs associated with securing permits and/or location, building or association fees necessary to execute this project.
- Estimated project length is contingent on the availability of labor and materials and may be influenced by strikes, accidents, weather or other factors beyond the control of Likvan Building Group, Inc.

#### WARRANTIES

- Likvan Building Group, Inc. shall warranty their workmanship for one year from installation. This warranty is valid only under normal conditions and excludes damage resulting from abuse, misuse, neglect or other factors beyond the control of Likvan Building Group, Inc.

#### PAYMENT TERMS

- Before materials can be ordered or work can begin, a deposit is required. On large projects this deposit and subsequent payments will be specified on a construction / draw schedule agreed upon by both parties. On smaller projects (a week or less) the deposit amount is 50% of the project estimate. (The remaining balance is due at the time of successful completion of the project.) For projects involving the ordering of custom materials or products, a project deposit plus an amount covering the cost of those materials or products, is required.
- All past due balances are subject to a service charge of 10% per month until paid. Should an action be brought to collect any past due balances, client agrees to pay all costs of collection that may include, but are not limited to, any court costs and attorney's fees.

