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SUBCONTRACTOR'S NOTICE AND CLAIM FOR LIEN



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Doc#: 1435745016 Fee: \$32.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 12/23/2014 08:42 AM Pg: 1 of 4

This Claimant, **INNOVATIVE MECHANICAL GROUP, INC. ("Claimant")**, of 918 Paramount Pkwy., Batavia, Illinois 60510, County of Kane, State of Illinois, hereby files its Notice and Claim for Lien against **PR II Willow/Sanders Road JV, LLC ("Owner")**, of 7 Giralda Farms, 2nd Floor, Madison, New Jersey, 07940, **C.E. Gleeson Constructors, Inc., ("Contractor" or "CEG")** of 984 Livernois Road, Troy, Michigan, 48083, **PNC Bank, National Association**, One North Franklin Ave., Chicago, IL 60606 (**"Lender"**) and **Fitness International, LLC ("Party in Interest" or "Tenant")** of 3161 Michelson Drive, Ste. 600, Irvine, CA 92612, and states:

That on or about November 12, 2013, Owner owned the following described land in the County of Cook, State of Illinois, to-wit:

See Attached Exhibit A

Permanent Real Estate Index Number(s): 04-18-401-029-0000
04-19-201-053-0000

Address(es) of premises: Intersection of I-294 and Willow Road, Glenview, Illinois a/k/a 3880 Willow Road, Glenview, Illinois 60062

That on or about November 12, 2013, CEG made a written Subcontract with the Claimant to furnish and install HVAC material and labor including but not limited to the material and labor set forth on the **attached Exhibit B** for and in said improvement to and for the benefit of the above-described premises in the amount of \$535,000.00.

On a date unknown to Claimant, Owner, Owner's Tenant, or one knowingly permitted by Owner to do so entered into a contract with CEG wherein CEG was to provide labor, material and equipment for construction at Tenant's facility, health club and/or office, which constituted alterations and improvements to and for the benefit of the above-described premises. Alternatively, the Claimant entered into the Subcontract with CEG, and the work was performed with the knowledge and consent of Owner. Alternatively, the Owner authorized CEG to enter into Subcontracts for the improvements of the Real Estate. Alternatively, the Owner knowingly permitted CEG to enter into Subcontracts for the improvements of the Real Estate.

That at the special instance and request of said Contractor, the Claimant furnished extra and additional materials at and extra and additional labor on said premises to the value of \$22,165.00 and that on September 19, 2014, the Claimant completed all required by said Subcontract and extras to the total value of \$557,165.00 and/or all work of Claimant was completed with knowledge, authorization and/or consent of Owner on September 19, 2014.

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Legal Description:

LOT 2 IN THE FINAL PLAT OF WILLOW-SANDERS DEVELOPMENT FIRST RESUBDIVISION
RECORDED JUNE 18, 2013 AS DOCUMENT 1316929051, BEING A RESUBDIVISION OF LOT 2 IN
WILLOW-SANDERS DEVELOPMENT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE
SOUTHEAST 1/4 OF SECTION 18 AND THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 42
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Scope of Work:

- 1) Furnish and install a complete HVAC package including but not limited specified spiral dimensioned ductwork, aluminum ductwork, insulation, diffusers, grilles, registers, temperature controls, booster pump, install new Trane units, Pool Pak Unit, exhaust fans, condensate kits, insulation, duct wrap and duct liner, unit heaters, duct heaters, exhaust fans, curbs, flues, hoods, Split unit complete, vent system, pool heater venting, fire dampers and accessories, certified air balance, duct detectors, cut curbs for HVAC drop roof penetrations, all HVAC dampers, reheat coils, check-test-start up, detailed Sheet Metal coordination drawings, HVAC identification, material, labor, hoists, permit fees, rigging, shop drawings, and accessories per plans and specifications, etc.
- 2) Includes a 5 year on parts and labor and 10 year compressor warranty for the Trane Units.
- 3) HVAC contractor responsibility matrix for EMS system as shown on EMS drawings EMS1.0, EMS1.1, EMS2.0, EMS3.0, and EMS4. Provide and install Pool Pak remote interfaces (2)
- 4) Furnish and Install PoolPak unit & Trane equipment. You will be responsible for coordination, scheduling, unloading, complete installation & all required shop drawings & submittals.
- 5) Includes certified test & balance report.
- 6) Provide One Year maintenance of all RTU units. Maintenance per Manufacturer's recommendations – minimum quarterly.
- 7) Contractor is responsible for all permits associated with their work.
- 8) Cover curbs as required for fall and weather protection.
- 9) Provide material, labor, and equipment to cut and remove roof deck for fans, RTU's and accessories. Install curbs level and plumb using treated wood blocking. Shim as required.
- 10) Includes all Engineering required for your scope of work.
- 11) Provide start-up reports and check-test to Architect/Engineer before using equipment and instruct Owner on completion as specified.
- 12) Mandatory: Provide HVAC coordination drawings. Submit detailed coordination drawings of all mechanical equipment rooms and areas which are congested as specified. Auto Cad drawings will not be available.
- 13) Provide temporary dustproof enclosures of ductwork during construction.
- 14) It will be mandatory that you furnish adequate manpower and equipment on this project so as not to cause any delays with other trades and or schedule.
- 15) Adhere to protection of persons and property as specified.
- 16) Includes crane, equipment or whatever means necessary to complete your scope of work.
- 17) Fire seal all penetrations.
- 18) Replace all filters at completion of building if used while under construction. Temporarily cover ductwork openings during construction. Provide temporary filters over return air grills during construction.
- 19) Provide required amount of operations and maintenance manuals as shown and specified. (Required).
- 20) No adjustments will be allowed for inflation or price increases.
- 21) Substitutions will not be allowed.
- 22) Submit pdf copies of coordination shop drawings, RTU location shop drawings, and copies of the product data/submittals.
- 23) Due diligence shall be practiced to protect existing paved surface from damage, including but not limited to; the placement of mats and conservative loading of trucks. Abuse of this requirement will be documented & paving repair costs will be back-charged accordingly
- 24) Adjacent streets and drives shall be kept free of waste material resulting from trucking and or your scope of work by utilizing mud mats, cleaning of vehicles, and not limited to water based scrubber trucks.
- 25) Coordinate all work with independent testing agency provided by others.
- 26) All local & state requirements must be complied.
- 27) Includes Project Manual for LA Fitness Glenview IL dated August 12, 2013 and drawings dated October 4, 2013, and Addendum No. 1 dated October 16, 2013
- 28) Project is "HARD HAT ONLY, SAFETY GLASSES & REFLECTIVE VEST REQUIRED"
- 29) Should the contractor's work fail to progress according to the project schedule and if, in the opinion of C.E. Gleeson Constructors the work cannot be completed within the contract time or such extensions granted thereof, either work additional time over the established hours of work, including Saturdays, Sundays, and holidays, or enlarge the work force and work within the established hours of work, as required to meet the scheduled time for completion without additional cost to your contract sum.
- 30) Provide daily clean-up as directed by the superintendent and within 24 hours of notification. After 24 hours, clean-up will be provided at subcontractor's expense at a rate of \$75/manhour exclusive of 15% mark-up, travel time, overhead, equipment, tool rental, etc
- 31) Comply with all O.S.H.A. Safety Regulations. Maintain liability and workman's compensation insurance policies for the duration of this project.

