



## NOTICE AND CLAIM FOR MECHANICS LIEN

PREPARED BY AND MAIL TO:  
K-Plus Engineering Services, LLC  
15 Spinning Wheel Road  
Suite 320  
Hinsdale, IL 60521

Doc# 1734018116 Fee \$40.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/06/2017 02:22 PM PG: 1 OF 12

## NOTICE AND CLAIM FOR MECHANICS LIEN

The claimant, K-Plus Engineering Services, LLC, an Illinois limited liability company ("Claimant"), with an address at 15 Spinning Wheel Road, Suite 320, Hinsdale, Illinois, hereby files its original contractor's claim for mechanics lien on the Real Estate (as hereinafter described) and against the interest of the following entity in the Real Estate ("Owner"):

KENNETH YOUNG CENTER, AN ILLINOIS NOT FOR PROFIT CORPORATION, and any person claiming an interest in the Real Estate (as hereinafter described) by, through, or under Owner.

Claimant states as follows:

1. Owner owns fee simple title to the real estate (including all land and improvements thereon) ("Real Estate") in Cook County, Illinois, commonly known as 212-220 N. Dunton Avenue, Arlington Heights, Illinois, and legally described as follows:

LOTS 1 AND 2 IN BLOCK 15 IN TOWN OF DUNTON (NOW ARLINGTON HEIGHTS) IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Index Numbers: 03-29-325-004-0000, 03-29-325-005-0000, and 03-29-325-006-0000.

2. Claimant made a contract dated June 8, 2016 ("Contract") with UP DEVELOPMENT, LLC (now known as UPD, LLC) under which Claimant agreed to provide all necessary labor, material, and work to UP DEVELOPMENT, LLC on the Real Estate for the original contract amount of \$305,895.03. A copy of the contract is attached hereto as Exhibit A.
3. UP DEVELOPMENT, LLC entered into the Contract as Owner of the Real Estate. Alternatively, the Contract was entered into by UP DEVELOPMENT, LLC as Owner's agent, and the work was performed with the knowledge and consent of Owner. Alternatively, Owner authorized UP DEVELOPMENT, LLC, to enter into the Contract.

# UNOFFICIAL COPY

Alternatively, Owner knowingly permitted UP DEVELOPMENT, LLC to enter into the Contract for the improvement of the Real Estate.

4. Claimant performed additional work in the amount of \$48,939.00 at the request of UP DEVELOPMENT, LLC, as Owner's agent or as an entity authorized by Owner or knowingly permitted by Owner as aforesaid.
5. Claimant last performed work under the Contract on October 17, 2017.
6. As of the date hereof, there is due, unpaid, and owing to Claimant, after allowing all credits, the principal sum of \$65,858.50, which principal amount bears interest at the contract agreed rate of 18 percent per annum. Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the amount of \$78,900.88 plus interest.

Dated: \_\_\_\_\_ 2017

K-Plus Engineering Services, LLC,  
an Illinois limited liability company

By: \_\_\_\_\_  
Linda Caplice, Manager

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## VERIFICATION

COUNTY OF COOK            )  
   ) SS.  
 STATE OF ILLINOIS        )

The affiant, LINDA CAPLICE, being first duly sworn on oath, deposes and says that she is the duly authorized agent for K-Plus Engineering Services, LLC, the Claimant, and that she has read the foregoing Notice and Claim for Mechanics Lien and knows the contents thereof, and that all the statements therein contained are true.

*Linda Caplice*  
 LINDA CAPLICE

Subscribed and Sworn to  
 before me this 6<sup>TH</sup> day  
 of ~~November~~, 2017.  
DECEMBER

*Jessica Mary Madsen*  
 Notary Public



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## SERVICE LIST

Kenneth Young Center  
Attn: Susan Cowen  
1001 Rowling Road  
Elk Grove, IL 60007

Cook County Bureau of Economic Development  
69 W. Washington Boulevard  
Suite 2900  
Chicago, IL 60602

Citibank NA  
Transaction Management Group/Post Closing  
390 Greenwich Street  
Second Floor  
New York, NY 10013

UPD, LLC  
900 W. Jackson Boulevard  
Suite 2W  
Chicago, IL 60607

UPD Parkview, LP  
900 W. Jackson Boulevard  
Suite 2W  
Chicago, IL 60607

Parkview Dunton, LLC  
900 W. Jackson Boulevard  
Suite 2W  
Chicago, IL 60607

# UNOFFICIAL COPY



K-PLUS ENGINEERING, LLC

Direct Dial: 312.207.5700  
E-Mail: dan@kplus.com

March 10, 2016

Ms. Katie Kreifels  
UP Development, LLC  
900 W. Jackson Suite 2W  
Chicago, IL 60607

Re: 24056PRO4  
212-220 N. Denton Ave  
Arlington Heights, Illinois

Dear Ms. Kreifels:

As you requested, K-Plus has prepared this proposal to provide environmental engineering and consulting with respect to the site redevelopment of the above referenced property. This proposal is an updated version of proposal 24056PRO3 that was provided in February 2016. According to previous discussions and research, the site measures approximately 132' x 132' and will be developed with a new, residential building across the entire footprint of the property.

K-Plus work will include consultation regarding the construction at the site in such a manner to adhere to current No Further Remediation Letter stipulations and to minimize future environmental problems. This proposal includes waste classification sampling for the 5 on-site borings and 1 off-site boring which is to be conducted in the area of formerly treated soil. Sampling and analysis for volatile organic compounds (VOCs) will also be conducted at the 6 referenced borings to satisfy the criteria of the Illinois Housing Department Authority (IHDA) as requested in our phone call on March 9, 2016. The proposal also includes sampling and Clean Construction Demolition Debris (CCDD) analysis to be performed on soils at the site to determine the options for soil disposal.

K-Plus will provide field oversight during all earthwork activities including any necessary sampling of soil prior to and/or during construction action activities. Post-excavation work, such as time on-site during installation of the Building Control Technology that is planned for the site, is also included. K-Plus will review and interpret analytical data generated during the work. Finally, K-Plus will ensure that all work will be done in conformance with the Remedial Action Plan that was previously approved by the IEPA as well as IEPA regulations regarding additional site work following issuance of a NFR Letter. The proposal includes documentation of soil removal activities and preparation of a report documenting such, as well as a written letter

# UNOFFICIAL COPY

Ms. Kreifels  
Proposal 24056PRO4  
March 10, 2016  
Page 2 of 4

notification to the Illinois Environmental Protection Agency regarding replacement of the engineered barrier that covers the north 50 feet of the site.

An estimation of costs is found below. These costs are based on the expected removal of 4 feet of soil for the building foundation around the perimeter of the entire site, removal of 1.5 feet of soil for site leveling, approximately 20 excavations for support pillars, and excavations in the right-of-way based on estimates from Northwestern Engineering measuring 6' x 45' x 6' for utilities under Eastman Street, and 38' x 15' x 6' for utilities under Dunton Street.

In addition, three different scenarios for soil transportation and disposal are given. Scenario 1 assumes that all soil to be removed at the site is non-hazardous. Non-hazardous soil is contaminated above Illinois EPA regulations but is not considered in the category of hazardous waste. Scenario 2 assumes that approximately half of the site (the northern half) consists of non-hazardous soil and the southern half consists of clean soil which would be accepted at a Clean Construction and Demolition Debris (CCDD) site. Scenario 3 assumes that a section of the northern portion of the property would be classified as hazardous soil and the rest of the soil would be considered non-hazardous. Scenarios 1 and 2 assume that all soil removed from within the Eastman and Dunton Street right-of-ways would be non-hazardous. Scenario 3 assumes approximately 1/2 of the removal for the northern side of the foundation perimeter and 180SF for leveling purposes would include hazardous soil. In the event that additional excavation is needed due to structural requirements, the costs for the additional soil transportation and disposal would be charged at the rates given in the table on the following page.

# UNOFFICIAL COPY

Ms. Kreifels  
 Proposal 24056PRO4  
 March 10, 2016  
 Page 3 of 4

Description		Cost (\$)	
Project Management		10,000.00	
Waste classification sampling		15,290.00	
CCDD analysis		2,360.00	
Field Oversight		10,000.00	
Documentation		2,500.00	
<b>Soil Transportation &amp; Disposal</b>			
		Est. Tons	Rate
1	All Non-Hazardous	3,297.50	\$57.5/ton
			189,606.25
2	Non-Hazardous	1,788.75	\$57.5/ton
			102,853.13
	CCDD	1,508.75	\$15/ton
			22,631.25
3	Hazardous	133.33	\$420/ton
			56,000.00
	Non-Hazardous	3,164.11	\$57.5/ton
			181,936.39
<b>Total</b>			
1			229,756.25
	Contingency		10%
			22,975.63
<b>Total 1</b>		<b>252,731.88</b>	
2			165,634.38
	Contingency		10%
			16,563.44
<b>Total 2</b>		<b>182,197.81</b>	
3			278,086.39
	Contingency		10%
			27,808.64
<b>Total 3</b>		<b>305,895.03</b>	

Ordinarily, invoices for services rendered are sent to clients on a monthly basis and at the end of the project. Payment of any amounts due and owing is expected upon receipt of the statement.

Attached is a copy of the K-Plus Standard Terms which are integral parts of this Agreement. To signify your acceptance of this proposal, please sign below or furnish other appropriate authorization and return to our office.

# UNOFFICIAL COPY

Ms. Kreifels  
Proposal 24056PRO4  
March 10, 2016  
Page 4 of 4

If you have any questions regarding this proposal, please contact me at your convenience.

Sincerely,  
K-PLUS ENGINEERING, LLC

*Daniel M. Caprice*  
Daniel M. Caprice, P.E.

Attachments/(1)

ACCEPTED BY:

	CULLEN DAVIS	6/8/16
Signature	Print Name	Date



# UNOFFICIAL COPY



K-PLUS ENGINEERING, LLC

## Terms & Conditions

The following Terms and Conditions are incorporated into this AGREEMENT made and entered into by and between K-Plus Engineering, LLC, an Illinois limited liability company, hereinafter referred to as "K-Plus", and the party identified in the proposal and hereinafter referred to as "Client".

### WITNESSETH:

- WHEREAS, Client desires K-Plus to perform the Services as hereinafter defined in accordance with the terms and conditions set forth herein on a going forward basis;
- WHEREAS, the parties desire to enter into this Agreement to allow for K-Plus to perform Services for Client with the scope of such services determined as the parties agree after this Agreement but incorporating the terms of this Agreement; and
- WHEREAS, each party hereto represents that it is ready, willing and able to undertake the responsibilities set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Definitions.** As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

- "Agreement"** means this document, together with all documents attached hereto and Work Orders issued after the date of this Agreement. The Agreement and all documents incorporated therein are intended to be construed consistently and as a whole, and anything that is required by one document shall be deemed to be required by all.
- "Fee Schedule"** means K-Plus charges for professional services and reimbursable expenses, which shall be updated from time to time and deemed incorporated, as revised, into this Agreement.
- "Services"** means those services to be performed by K-Plus pursuant to the terms and conditions of this Agreement.
- "Site"** means the site upon which Services are to be performed as designated in the Work Order. If all or a portion of the work required by a Work Order required work upon more than one (1) location, the locations upon which the work is to be performed shall be collectively referred to as the "Site".
- "Work Order"** means a document or proposal describing work requested of K-Plus by Client that identifies the Client and the Site, defines the specific scope of Services, and includes, as appropriate, cost estimates, plans, and drawings.
- "Work Product"** means all opinions, correspondence, notes, reports or other documentation created by K-Plus pursuant to this Agreement.

**2. Services to be Performed.** All Services performed under this Agreement shall be determined by a Work Order. K-Plus, as an independent contractor, shall furnish all necessary supervision, labor, materials, and equipment and shall perform the Services as defined in each Work Order. A Work Order, when accepted by K-Plus, shall be binding upon the parties hereto, shall detail the scope of Services to be performed by K-Plus and shall be deemed to incorporate all the terms and conditions of this Agreement. Where the scope of Services is not sufficiently detailed to allow K-Plus to complete a Work Order or is deemed by K-Plus to require additional information, K-Plus shall have the right but not the obligation to infer such services as reasonably necessary to complete the Work Order and shall be entitled to reasonable compensation for any additional consideration required. All Work Orders shall be executed and dated by both K-Plus and Client, and K-Plus shall commence the Services as stipulated and agreed upon in the Work Order. Any Work Orders issued following the execution of this Work Order associated with the scope of work in this Work Order shall incorporate the terms and conditions of this Work Order even if said proposal, estimate, or contract makes no specific reference to these terms and conditions.

**3. Term of Agreement.** This Agreement shall become effective upon the above mentioned date and continue in full force and effect unless written notice of termination is given by either party. However, at the option of K-Plus, termination of this Agreement by Client shall not be effective with respect to Work Orders accepted by the K-Plus prior to the termination of this Agreement. Further, if termination is for cause, the party seeking to terminate the Agreement shall specify in detail the basis for the alleged default and the party accused of such default shall have seven (7) days to cure the default. Then the party seeking termination shall have the right to terminate the Agreement immediately upon issuance of a second written notice.

# UNOFFICIAL COPY

## Terms & Conditions

**4. Changes.** Changes in the scope of Services under a Work Order, including increases and decreases therein, must be in writing and agreed upon and accepted by each party hereto. K-Plus shall have the right to change the terms and conditions of this Agreement to conform to its form of Agreement then in use. If K-Plus desires to make such changes, K-Plus shall serve written notice of same upon Client and Client shall have seven (7) days to object to incorporation of the new terms of the Agreement and, if no such objection is received, the revised Agreement terms shall be deemed so incorporated. If Client does object, at the option of K-Plus, the Agreement may be terminated or the Agreement will continue under the original Agreement.

### 5. Payment for Services

- A. K-Plus shall submit an invoice of Services rendered and for any reimbursable expenses incurred from time to time or as agreed to in the applicable Work Order. Client shall pay the full amount of such invoice within thirty (30) days of the date the applicable invoice is received by Client. If Client objects to any portion of an invoice, Client shall notify K-Plus in writing of Client's objection and the grounds therefore within ten (10) days of the date of receipt of the invoice. If Client does not object in writing within said ten (10) day period, the invoice shall be deemed accepted by client.
- B. Client shall pay an additional charge of one and one-half percent (1½%) of the outstanding balance per month compounded monthly for any payment made more than thirty (30) days after the date of the invoice. Such additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. Client is responsible for all fees and costs of collection incurred by K-Plus including but not limited to fees of a third party collection agent, attorneys fees, court costs and witness fees.
- C. In addition to any other remedies granted to K-Plus hereunder, if Client has not paid the amounts owed to K-Plus when due, K-Plus may after giving seven (7) days written notice to Client, suspend services under this Agreement until K-Plus has been paid in full. K-Plus shall have no liability whatsoever to Client for any costs or damages to Client as a result of such suspension. In such instance, the Client shall retain complete liability for payment of fees and expenses owed pursuant to any pending Work Orders.
- D. If at any time during or after completion of the Services, K-Plus is requested or required to participate in a deposition or other legal proceeding relating to any Services or the Site, Client shall reimburse K-Plus at applicable rates for preparation

for and participation in such deposition or legal proceeding.

- E. The Client agrees that all work furnished to the Client or its agents, which are not paid for, will be returned upon demand and will not be used by Client for any purposes whatsoever.

### 6. Warranty

- A. K-Plus' Services will be performed, findings obtained, and recommendations prepared in accordance with that degree of care and skill ordinarily exercised under similar circumstances at the same time by environmental consulting, property condition assessment, and engineering professionals performing substantially similar services at the same or similar locality as that of the Site. Except for the foregoing warranty, no warranty of any kind, express or implied, at common law or created by statute, is extended, made, or intended by the rendition of consulting or engineering services or by the furnishing of the oral or written reports.
- B. K-Plus shall correct any defects in Services that are not performed in accordance with the foregoing warranty, at no additional charge to Client. In addition, subject to the limitations set forth in Paragraph 8, K-Plus shall reimburse Client for any damages arising directly out of K-Plus' failure to comply with subparagraph (A) of this Paragraph 6.

### 7. Indemnification

- A. Except as set forth in subparagraph B of this Paragraph 7, K-Plus shall indemnify and hold Client and its directors, officers, and employees harmless from and against any and all liabilities, losses, damages, costs, and expenses Client and its directors, officers, and employees hereafter may suffer in connection with any claim, action, or right or action (at law or in equity) because of any injury (including death) or damage to person or property that arises directly from any negligent acts, errors, or omissions on the part of K-Plus in the performance of the Services;
- B. Anything in subparagraph A of this Paragraph 7 to the contrary notwithstanding, K-Plus shall not be liable to the extent that any liability, loss, damage, cost, and expense results from an act of negligence or willful misconduct by Client or its directors, officers, employees, or agents.
- C. Except as expressly set forth in subparagraph E of this Paragraph 7, Client shall indemnify and hold K-Plus and its directors, officers and employees

# UNOFFICIAL COPY

## Terms & Conditions

harmless from and against any and all liabilities, losses, damages, costs, and expenses which K-Plus and its directors, officers, and employees may hereafter suffer in connection with any claim, action, right of action (at law or in equity) because of any injury (including death) or damage to person or property which arises out of:

- i. the presence, discharge, release or escape of contaminants of any kind;
- ii. Client's acts, operations or responsibilities under this Agreement or those of Client's employees, agents, officers, subcontractors, invitees or licensees; or
- iii. the work of any third party obligated by Client to perform work at the Site; or
- iv. errors or omissions that arise as a result of any incomplete information provided or errors in any such information provided by the Client or the Client's employees, agents, officers, subcontractors, invitees or licensees.

D. Anything in subparagraph C of this Paragraph 7 to the contrary notwithstanding, Client shall not be liable to the extent that any liability, loss, damage, cost, and expense described in this subparagraph results from an act of negligence or willful misconduct by K-Plus or its directors, officers or employees.

E. The Services performed hereunder and any associated Work Product shall be solely for the benefit of Client and no other party shall have the right to use or rely upon such Work Product unless specifically agreed to in writing by K-Plus. Client shall not distribute the K-Plus Work Product and shall indemnify K-Plus against claims made by or use of same by third parties. Upon notice of such third party use, Client agrees to cooperate with K-Plus in issuance of notices to such parties directing them to cease and desist from such use.

### 8. K-Plus Liability

- A. Any claim pursuant to this Agreement must be in writing, must set forth the facts upon which it is based, and must be received by K-Plus within one (1) year of the completion of the Services provided under the applicable Work Order.
- B. Anything in Paragraphs 6 and 7 to the contrary notwithstanding, K-Plus shall not be liable for:
  - i. damage or injury to any subterranean structures (including, but not limited to, pipes, tanks, and telephone cables) or any existing subterranean conditions, or the consequences of such damage or injury, if such structures or conditions were known or

should have been known to Client and were not shown, or were incorrectly shown, on plans furnished by Client to K-Plus in connection with the Services or otherwise disclosed to K-Plus;

- ii. any of Client's business losses or consequential damages or any claim or demand against Client by any third party;
- iii. any claim or demand against Client by any third party except as covered by the applicable insurance policies in effect pursuant to Paragraph 9 hereof; or
- iv. damages resulting from cessation of services under this agreement.

C. Client agrees that, to the fullest extent permitted by law, the K-Plus total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the limits of its available and collectable insurance for errors and omissions. Such causes include but are not limited to negligence, errors, omissions, strict liability, or breach of contract.

9. **Insurance.** K-Plus shall maintain for the term of this Agreement insurance policies covering:

- A. Worker's Compensation and Employer's Liability Insurance, statutory limits;
- B. Commercial General Liability insurance, a total of (including umbrella coverage) \$1,000,000 each occurrence and in aggregate;
- C. Professional Liability Insurance (errors and omissions) \$1,000,000 each claim and in aggregate.

10. **Force Majeure.** Each party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, including, without limitation, strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; acts or omissions of subcontractors; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

11. **Objectivity.** To protect clients, and to assure that K-Plus results, calculations, observations, and recommendations will continue to be accepted as objective and impartial, it is expressly understood and agreed that the K-Plus fee for the undertaking of this engagement is in no way dependent upon the specific conclusions reached or the nature of the advice given in any draft and/or final document.

# UNOFFICIAL COPY

## Terms & Conditions

**12. Compliance with Law.** K-Plus, in performing the Services, shall comply with and shall require compliance by any of its subcontractors with all applicable statutes, regulations, or lawful orders of any governmental authority or agency. Client shall cooperate with K-Plus in obtaining any permits or licenses required for the performance of the Services.

**13. Notices.** Any notice or correspondence to be given to either party hereunder shall be in writing and sent via regular mail, facsimile or email addressed as to the parties at the addresses identified in this Agreement.

**14. Assignment and Subcontracting.** The Work Order may not be assigned by either party without the prior written consent of the other party. K-Plus may subcontract any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve K-Plus of any of its obligations under this Agreement.

**15. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior negotiations, representations, or agreements relating thereto, written, or oral, except to the extent that they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing executed by Client and K-Plus.

**16. Governing Law.** This Agreement and the legal relations of the parties shall be governed by the laws of the State of Illinois applicable to agreements negotiated, executed, delivered, and fully performed in such State. Venue for any disputes arising out of this Agreement shall be DuPage County, Illinois.

**17. Counterparts.** This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

**18. Captions.** Headings of particular paragraphs are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the paragraphs to which they refer.

**19. Severability.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

**20. Waiver**

- A. No waiver of the terms, conditions and covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the parties.
- B. A waiver of any breach of the terms, conditions and covenants of this Agreement shall be for that one time only and shall not apply to any subsequent breach.

**21. Authority.** Each party executing this Agreement represents and warrants that they are the duly authorized agent of the party for whom they execute this Agreement having received all necessary consents, resolutions or other authorizations needed to bind such party. Client further represents and warrants that if Client is not the owner of the Site that Client is the duly authorized agent of the Owner and has informed the Owner of the Services to be performed by K-Plus pursuant to this Agreement. Upon request, Client agrees to provide information verifying the record owner of the Site and evidence of the owner's acknowledgement of the Services to be performed hereunder.