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Doc#: 1824749466 Fee: \$52.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/04/2018 01:21 PM Pg: 1 of 14

Prepared by and Recorded at the request of:
STRUCTEN GROUP
1212 NEW YORK AVENUE NW
WASHINGTON, DISTRICT OF COLUMBIA 20005

To be returned to:
LIENITNOW.COM
160 SW 12TH AVENUE, SUITE 103A
DEERFIELD BEACH, FL 33442

ORIGINAL CONTRACTOR'S CLAIM FOR LIEN

State of Illinois
SS.
County of COOK

The Claimant, STRUCTEN GROUP, 1212 NEW YORK AVENUE NW, WASHINGTON, DISTRICT OF COLUMBIA 20005, hereby files its claim for lien as an Original Contractor against

OWNER:

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), A MICHIGAN CORPORATION, AS TO AN UNDIVIDED 95.337995338% INTEREST, AND JOHN HANCOCK LIFE & HEALTH INSURANCE COMPANY (U.S.A.), A MASSACHUSETTS CORPORATION, AS TO AN UNDIVIDED 4.662004662% INTEREST, 200 S WACKER DRIVE, SUITE 300, CHICAGO, ILL 60606

SHIFT 7 DIGITAL, 200 S WACKER DRIVE, SUITE 1675, CHICAGO, ILL 60606

if any, (hereinafter, collectively 'Owner'), and any other person claiming an interest in the real estate hereinafter described, by, through or under the Owner and further states:

On 05/07/2018 through 06/19/2018, Owner owned in fee simple title to the certain land described as follows: 200 S WACKER DRIVE, CHICAGO, including all land and improvements thereon, in the County of COOK, State of Illinois.

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Permanent Index Numbers: 17-16-214-002-0000 & 17-16-214-003-0000

Common Address: 200 S WACKER DRIVE, CHICAGO, ILLINOIS 60606

Legal Description: THAT PART OF LOTS 13 AND 14 IN BLOCK 83 IN RESUBDIVISION OF BLACKS 83, 92 AND 140 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SAID LOT 13, THENCE SOUTH 90 DEGREES WEST ALONG THE NORTH LINE OF SAID LOT 13 (ALSO BEING THE SOUTH LINE OF WEST ADAMS STREET), 54.00 FEET TO THE WEST LINE OF SOUTH WACKER DRIVE, AS DEDICATED, AND THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE SOUTH 0 DEGREES 13 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF SOUTH WACKER DRIVE, 166.04 FEET TO THE SOUTH LINE OF SAID LOT 14 (ALSO BEING THE NORTH LINE OF WEST QUINCY STREET); THENCE NORTH 89 DEGREES 57 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 14, 148.00 FEET TO A POINT; THENCE NORTH 9 DEGREES 47 MINUTES 46 SECONDS WEST, 84.20 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 14; THENCE NORTH 10 DEGREES 27 MINUTES 59 SECONDS WEST, 84.36 FEET TO THE NORTH LINE OF SAID LOT 13; THENCE NORTH 90 DEGREES EAST ALONG THE NORTH LINE OF SAID LOT 13, 177.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

On 03/29/2018, the claimant made a contract with SHIFT 7 DIGITAL, ATTN: MEGAN HARRIS, 200 S WACKER DRIVE, SUITE 1675, CHICAGO, IL 60606, to supply materials and labor for:

GENERAL CONTRACTING, FRAMERING, DRYWALL, ELECTRICAL, CARPET, FLOORING, KITCHEN SINK/ CABINETS, PAINTING, CEILING GRID, WHITEBOARD WALLS. (See Contract attached hereto).

That at the special instance and request of Owner, the Claimant furnished extra and additional materials at and extra and additional labor on said premises of the value of: \$3,855.00.

The Contract was entered into by Claimant, and the work performed there under was performed with the knowledge, authorization and consent of the Owner or the Owner knowingly permitted said work to be performed by Claimant.

The Owner is entitled to credits on account thereof as follows: \$0.00 leaving due, unpaid and

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owing to the Claimant, after allowing all credits, the sum of \$79,785.99 for which, with interest, the claimant claims a lien on said land and all improvements thereon.

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Dated: 8/29/18

STRUCTEN GROUP

By: 
PAUL WASKEY, PRESIDENT


VERIFICATION

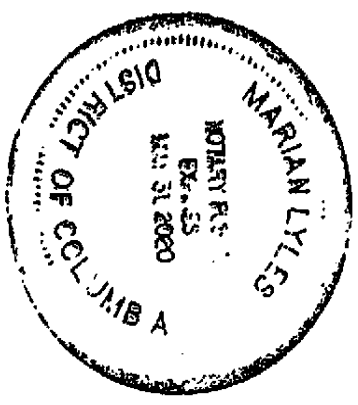
PAUL WASKEY, the PRESIDENT of STRUCTEN GROUP, being of lawful age and upon being duly upon oath, states and verifies as follows: that he/she has read the foregoing Claim of Lien and understands the contents thereof; that the matters and things contained therein are true and correct to the best of his/her knowledge, information and belief.


PAUL WASKEY

STATE OF Washington, DC
ss.
COUNTY OF Washington, DC

I CERTIFY that on this 29th day of August 2018 before me, the subscriber, personally appeared PAUL WASKEY, who, I am satisfied, is the PRESIDENT of the Corporation STRUCTEN GROUP named herein and who by me duly sworn/a firm ed, asserted authority to act on behalf of the Corporation STRUCTEN GROUP, and who, by virtue of its Bylaws, or Resolution of its Board of Directors executed the within instrument on its behalf, and thereupon acknowledged that claimant signed, sealed and delivered same as claimant's act and deed, for the purposes herein expressed.


(Notary Public)





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Proposal

PROJECT-6372

Prepared For

Megan Harris

Siteworx, Inc - AKA shift 7 digital

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Valid Through

5/13/2018

Project Information

Project- 6372





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Proposal

PROJECT-6372

Project Location

200 S Wacker Dr, Chicago, IL 60606

Scope of Work

Structen Group, Inc proposes to provide, project management and general contracting as per plans set date 3/12/2013

Demo Walls, Ceilings		1	\$4,010.00	\$4,010.00
Demo Flooring	Carpet removal	1	\$4,000.00	\$4,000.00
Metal Framing / Drywall	Create for 4 small meeting rooms, floor to ceiling slab. Salvage and re-install 3 existing door fronts. Procure additional matching door front. Salvage existing ceiling and re-install ceiling grid and tiles.	1	\$16,650.00	\$16,650.00
Electrical	Including adding new light fixtures 3 2x2 troffer LED light fixtures and making electrical changes as per demo and new work plan. Remounting two existing light fixtures. Includes permits fees and inspections	1	\$5,865.80	\$5,865.80
Baseboard/ Vinyl, Rubber	Priced only for 4 new meeting rooms as per new work plan.	1	\$1,500.00	\$1,500.00
Painting	Priced as needed for new walls and spray open ceiling white.	1	\$3,450.00	\$3,450.00
Carpet	Mohawk Carpet \$5.65 per sq ft including installation. 1590 sq ft included in pricing	1	\$8,983.00	\$8,983.00
Polished Concrete	Through-out space except for conference rooms and 4 small rooms and kitchen. As per finish legend plan.	1	\$30,000.00	\$30,000.00
General Conditions		1	\$3,000.00	\$3,000.00
Project Management		1	\$4,950.00	\$4,950.00
Expenses And Profit	Parking, travel, general project expenses, floor protection, trash, cleaning, dumpsters.	1	\$4,053.00	\$4,053.00
Painting	1 whiteboard wall per phone booth room. Additional whiteboard wall 120" x 96". Painting additional wall 20ft long. As per finish schedule plan	1	\$7,896.00	\$7,896.00



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Proposal

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Project Schedule:

- Demo: 3-4 days/nights
- Metal Framing: 2 Days
- Electrical Rough in: 2 days
- Drywall, Taping: 3 Days
- Concrete Polishing: 3 Days
- Carpeting: 2 Days
- Baseboard finishing Painting 3 days
- Ceiling Grid: 1 day
- Electrical Final: 1 Day

Total *Estimated Duration: 25-30 days

Acceptance

This document and the attached exhibits, addendums, TERMS AND CONDITIONS, constitutes the entire agreement between the parties relating to the Contractor (Structen Group, Inc) work on the project. All prior, contemporaneous and preliminary negotiations, understandings, agreements, covenants and representations are merged herein. No representations, warranties or promises pertaining to this agreement have been made by, nor shall be binding upon, either of the parties, except as expressly stated in this agreement. This agreement may not be amended or modified orally, but only by an agreement in writing signed by all parties hereto.

Signature *Megan S. Harris* Date 3/29/18
 Approved By Megan S. Harris Title Sr Mgr. Facilities & Admin

Terms

Term of Agreement

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full





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force and effect until the completion of the Design/Construction Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

Performance

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect. Structen Group, herein referred to as "The Contractor" shall provide assistance to client for establishing an overall Project Budget based on a progressive forecasting methodology.

The Client shall provide necessary mechanical, electrical or other related test results, inspections and reports as required by law.

The Client shall also be responsible for funding and payments of certifications, approvals and permits as required for construction and or permanent changes within facilities.

Compensation

For the services rendered by the Contractor as required by this Agreement, the Client shall provide compensation (the "Compensation") to the Contractor as per the agreed Scope of Work SOW. In the event of punchlist issues a retainage of 10% off the final invoice may be retained until completion.

- All invoices are payable within (15) days of the invoice date.

Additional Compensation

In addition to the Compensation, the Contractor shall be entitled to the following additional compensation for performing the Services: See Attached Exhibit Scope of Work SOW with added clauses, if applicable.

Payment Penalties

In the event that the Client does not comply with the rates, amounts, or payment dates provided in this Agreement, a late payment penalty will be charged as follows: interest on any late payment at the annual interest rate of 24 %.

Confidentiality

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive for a period of one (1) year from the termination of this Agreement.

All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Materials and Intellectual Property

All intellectual property and related material (the "Intellectual Property") including any related work in progress, renderings, drawings and concepts that is developed or produced under this Agreement, will be





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the property of the Contractor.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

Non-Circumvent

The Client may not contact any third-party individual or entity described or mentioned in the Contractor's Confidential Information, or disclosed by introduction or otherwise, without the express written permission of the Contractor. The direct contact of such third parties by the Client or direct dissemination of any Confidential Information to third parties without the written consent of the Contractor shall be a material breach of this Agreement.

Capacity/Independent Contractor

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor/service provider and not as an employee.

Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement or to such other address as any Party may from time to time notify the other.

Indemnification

Pursuant to this Agreement, the Client will indemnify and hold harmless the other Party, from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever to the extent that any of the foregoing is directly or proximately caused by the negligent or willful acts or omissions of the indemnifying Party or its agents or representatives and which result from or arise out of the indemnifying Party's participation in this Agreement. This indemnification will survive the termination of this Agreement.

Insurance

The Contractor shall maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of a Service Provider based on the risk associated with characteristics of this Agreement and only to the extent permitted by law. The Client shall, unless otherwise provided, purchase and maintain the required property insurance, with proper coverage up to the estimated Budget Cost, as provided by the Contractor. Policy shall include a builder "all risk" or equivalent. All insurance policies will remain materially unchanged for the duration of this Agreement.

Limitation of Liability

It is understood and agreed that the Contractor will not be liable to the Client, or any agent or associate of the Client, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

Additional Clauses

The following clause shall be incorporated into agreement:

- 1) Funding: The Client shall ensure the proper funding required to complete the agreed Scope of Work.





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2). **Client Representative:** The Client shall appoint a representative or Project Manager, who will be the main point of contact for all communications and project coordination.

Dispute Resolution

In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Virginia. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Virginia.

Commercially Acceptable

Structen Group strives to achieve the highest workmanship standards and ensure complete satisfactory results for our clients. Unsatisfactory work will be replaced, recompleted fixed or repaired. Structen Group agrees to make best attempts to perfect minor imperfections including (but not limited to) carpet seams, wall/ drywall imperfections, paint, trim.

Ultimately after best attempts client agrees to accept commercially acceptable workmanship. As way of reference minor imperfections not noticed in normal lighting conditions and 3 or more feet away.

In addition contractor will not be held accountable for imperfections out to the contractors control based on SOW of work required.

As way of example: SOW requires contractor to patch existing carpet, new carpet blended with old carpet becomes a noticeable seam. Contractor will not be held accountable for noticeable difference.

Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.





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Inurement

This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Virginia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

If you should have any questions please do not hesitate to contact us immediately.

This proposal is verified and approved by

Ben Waskey

Principal

Ben.waskey@structen.net



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Ben Waskey - Structen Group

From: Megan Harris <mharris@shift7digital.com>
Sent: Thursday, March 29, 2018 2:06 PM
To: Ben Waskey - Structen Group
Subject: Re: Siteworx Office Changes
Attachments: Siteworx- Project - 6372 CONSTRUCTION PROPOSAL Signed 20180329.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Ben,
Attached is the signed contract. Let me know when we will submit to the City for permits.

Megan

From: Ben Waskey - Structen Group <ben.waskey@structen.net>
Date: Friday, March 23, 2018 at 11:44 AM
To: Megan Harris <mharris@shift7digital.com>
Subject: RE: Siteworx Office Changes

Hello Megan,

Please see attached updated proposal, let me know if this makes sense and will work.

We will bill the landlord a 15% deposit at the start plus an additional 2 progress payments for their balance of the 75k. They can retain up to 10% if there is a specific issue or punchlist.
The balance payment will come from siteworx upon general completion of the project not including punchlist.

Kind Regards,

Ben Waskey
Principal | Project Consultant



ADDRESS: 1212 New York Avenue NW Suite 520, Washington, DC 20005
PHONE: 202 350 1807 / MOBILE: 202 322 9254

WEBSITE: structen.net



From: Megan Harris [mailto:mharris@shift7digital.com]
Sent: Friday, March 23, 2018 9:08 AM
To: Ben Waskey - Structen Group <ben.waskey@structen.net>
Subject: Automatic reply: Siteworx Office Changes

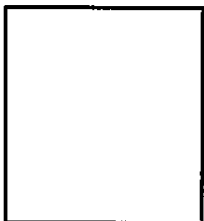
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I will be out of the office, with limited access, returning on March 27th. If this is an emergency, please reach out to Laura Watson, lwatson@shift7digital.com. Otherwise, I will respond to your request when I return.

Thank you,
Megan

Megan Harris | Manager, Facilities and Administration
O: +1 703-657-1312 M: +1 +1 6037380326

Shift7 Digital
www.shift7digital.com



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