

UNOFFICIAL COPY



1931055210

Doc# 1931055210 Fee \$59.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/06/2019 11:56 AM PG: 1 OF 13

COVER SHEET

Re: Mechanic's Lien

Property address: 620 N. LaSalle St. Chicago, IL 60654

PIN: 17-09-231-008-0000
17-09-231-009-0000
17-09-231-010-0000
17-09-231-011-0000
17-09-231-012-0000

Legal Description: See Mechanic's lien attached.

Prepared by: E. Tim Garriss, JD
E. Garriss Law Firm, LLC
2295 Valley Creek Dr.
Suite E.
Elgin, IL 60123

847 - 323-4968

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) s: //

SERVICE LIST

To All Whom It May Concern:

The undersigned, Gary B. Stowell, of Chicago Window Systems, Inc, of 400 E. Randolph St. Suite 700-1 Chicago, IL 60601, being duly sworn, deposes and says:

1. I served the Subcontractor's Notice and Mechanic's Lien, for work on 620 N. LaSalle St. Chicago, IL 60654 for contract dates February 12, 2018, June 22, 2018, October 15, 2018 and December 5, 2018 by certified mail, return receipt, limited delivery to the following addresses:

Attn: Andrew Hochberg
Next Gateway, LLC
5215 Old Orchard Road
Suite 880
Skokie, IL 60077

Wintrust Mortgage
Attn: Legal Department
9700 W. Higgins Rd
Suite 300
Rosemont, IL 60018

Attn: Illinois Corporation Service C
Next Gateway, LLC
Registered Agent
801 Adlai Stevenson Drive
Springfield, IL 62703

Wintrust Bank
Attn: Legal Department
9700 W. Higgins Rd
Suite 300
Rosemont, IL 60018

Attn: Andrew Hochberg
Next Gateway Associates, LLC
5215 Old Orchard Road
Suite 880
Skokie, IL 60077

RGN-Chicago XLIV, LLC
c/o Illinois Corporation Service, C
Registered Agent
801 Adlai Stevenson Dr.
Springfield, IL 62703

Attn: Illinois Corporation Service C
Next Gateway Associates, LLC
Registered Agent
801 Adlai Stevenson Drive
Springfield, IL 62703

Attn: Adam Miller
Summit Design + Build, LLC
1032 W. Fulton Market
Suite 300
Chicago, IL 60607

Attn: Michelle H. Gooze-Miller
Summit Design + Build, LLC
Registered Agent
200 S. Wacker Dr.
Suite 2700
Chicago, IL 60606

UNOFFICIAL COPY

2. The aforementioned Subcontractor's Notice and Mechanic's Lien was mailed on 11/1/2019 date, postage fully paid by certified and return receipt USPS First Class mail.

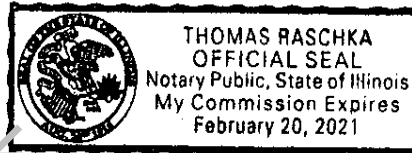
Signed this 1st day of November 2019.

Gary B. Stowell
Gary B. Stowell

I, a notary public, in and for Dupage county, Illinois, do hereby certify that Gary B. Stowell personally known to me to be the same person whose name is subscribed to the foregoing certificate of acknowledgment, appeared before me in person and acknowledged that *he* signed the certificate as *his* free and voluntary act and that the statements in the certificate are true.

Subscribed and sworn to before me this
1 day of November, 2019.

[Signature]
Notary Public



UNOFFICIAL COPY

STATE OF ILLINOIS) ss.
COUNTY OF COOK)

To All Whom It May Concern:

The undersigned, Gary B. Stowell, of Chicago Window Systems, Inc, of 400 E. Randolph St. Suite 700-1 Chicago, IL 60601, being duly sworn, deposes and says:

1. That he is the President of Chicago Window Systems, Inc., who was hired as a sub-contractor by Summit Design + Build, LLC for the work specifically described in Exhibit B on the building located 620 N. LaSalle St. Chicago, IL 60654 with Legal Description as set forth in Exhibit a, owned by Next Gateway, LLC, as owner in fee simple absolute, ("Owner") for the original contract price of \$677,500.00 and with approved change orders with respective dates and amounts June 22, 2018 in the amount of 23,000.00; October 15, 2018 in the amount of \$3,500.00 and December 5, 2018 in the amount of \$24,131.00 for a total contract price of \$728,131.00.
2. All labor was provided and paid for by Chicago Window Systems, Inc. as set forth in Exhibit B.
3. All material delivered to jobsite in trucks owned by Chicago Window Systems, Inc.
4. That left outstanding under contract is \$75,027.00.
6. That all payments thus far are true, correct and genuine and delivered unconditionally, and that there is no claim, either legal or equitable, to defeat the validity of the waivers.
7. That the following are the names and addresses of all parties who have furnished material or labor, or both, for the work and all parties having contracts or sub contracts for specific portions of the work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete the work according to plans and specifications:

NAMES & ADDRESSES	LABOR/ MATERIAL SUPPLIED	CONTRACT PRICE	AMOUNT PAID	BALANCE DUE
Chicago Window Systems, Inc	See Exhibit B.	\$728,131.00	\$653,104.00	\$75,027.00

8. That there are no other contracts for the work outstanding, and that there is nothing due or to become due to any person for material, labor, or other work of any kind done or to be done on or in connection with the work other than as above stated.

Signed this 1st day of November, 2019.

S// CHICAGO WINDOW SYSTEMS, INC.

By: Gary B. Stowell
Gary B. Stowell - President

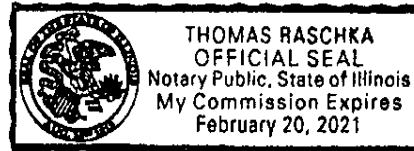
UNOFFICIAL COPY

I, a notary public, in and for DuPage County, Illinois, do hereby certify that Gary B. Stowell personally known to me to be the same person whose name is subscribed to the foregoing certificate of acknowledgment, appeared before me in person and acknowledged that *he* signed the certificate as *his* free and voluntary act and that the statements in the certificate are true.

By: Gary B. Stowell
Gary B. Stowell

Subscribed and sworn to before me this
1 day of November, 2019.

[Signature]
Notary Public



Prepared by:

E. Tim Garris, JD
E. Garris Law Firm, LLC.
2295 Valley Creek Dr. #E
Elgin, IL 60123
(847) 628-7988
(847) 323-4968

UNOFFICIAL COPY

SUBCONTRACTOR'S CLAIM FOR MECHANICS LIEN

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

The claimant, Chicago Window Systems, Inc., an Illinois corporation (Claimant), with an address at 400 E. Randolph St. Suite 700-1 Chicago, IL 60601, hereby files its subcontractor's claim for mechanics lien on the Real Estate (as hereinafter described in exhibit A) and against Next Gateway, LLC ("Owner") and any person claiming an interest in the Real Estate (as hereinafter described in exhibit A) by, through, or under Owner.

Claimant states as follows:

1. Owner owns fee simple title in Cook County, Illinois, commonly known as:

Address: 620 N. LaSalle St. Chicago, IL 60654.

Legal Description: **SEE ATTACHED EXHIBIT A,**

The permanent identification number. 17-09-231-008-0000
17-09-231-009-0000
17-09-231-010-0000
17-09-231-011-0000
17-09-231-012-0000. ("real estate").

2. Claimant made a contract ("Contract") dated February 12, 2018 and Change Orders or Amendments to the contract with dates June 22, 2018, October 15, 2018 and December 5, 2018 with Summit Design + Build, LLC, under which Claimant agreed to provide all necessary labor, material, and services as subcontractor contractor for the work described and set forth in group exhibit B. See group exhibit B for all initial and additional work completed. The original contract was in the amount of \$677,500.00 and additional work in the respective amounts of June 22, 2018 in the amount of 23,000.00; October 15, 2018 in the amount of \$3,500.00 and December 5, 2018 in the amount of \$24,131.00 for a total contract price of \$728,131.00.

3. Claimant completed all work on December 1, 2018 for which Claimant claims a lien.

4. As of the date hereof, there is due, unpaid, and owing to Claimant, after allowing all credits, the principal sum of \$75,027.00, which principal amount bears interest at the statutory rate of 10 percent per annum. Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the amount of \$75,027.00 plus attorney fees, costs, and interest.

5. Claimant revokes any waiver of rights for which Claimant has not received payment.

Dated: November 1st 2019.

S// CHICAGO WINDOW SYSTEMS, INC


By Gary B. Stowell
Gary B. Stowell - President

UNOFFICIAL COPY

VERIFICATION

STATE OF ILLINOIS)
)
) ss:
 COUNTY OF COOK)

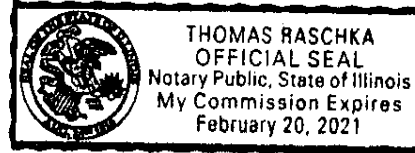
Gary B. Stowell, being first duly sworn on oath, states that he is president of Claimant, Chicago Window Systems, Inc., an Illinois corporation, that he is authorized to sign this verification to the foregoing subcontractor's claim for mechanics lien, that he has read the subcontractor's claim for mechanics lien, and that the statements contained therein are true.


 Gary B. Stowell

Subscribed and sworn to before me
 this 1 day of Nov, 2019.


 Notary Public

My commission expires 2/20/21



This document has been
 prepared by and after
 recording should be returned to:

E. Tim Garris
 E. Garris Law Firm, LLC.
 2295 Valley Creek Dr. Suite E
 Elgin, IL 60123
 (847) 628-7988

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1,2 AND 3 IN OGDEN'S SUBDIVISION OF LOTS 4 AND 5 IN BLOCK 20 IN WOLCOTT'S ADDITION TO CHICAGO IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 6 (EXCEPT THE EST 14 FEET THEREOF) IN BLOCK 20 IN WOLCOTT'S ADDITION TO CHICAGO IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 13 FEET OF LOT 10 AND ALL OF LOT 11 IN BLOCK 5 IN NEWBERRY'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 620 N. LaSalle Street, Chicago, Illinois.

PIN: 17-09-231-008-0000

17-09-231-009-0000

17-09-231-010-0000

17-09-231-011-0000

17-09-231-012-0000

UNOFFICIAL COPY EXHIBIT B

620 N. LaSalle Phase 3



SUMMIT DESIGN + BUILD, LLC

 TRADE: Windows
 SPEC SECTION: 8-500
 Exhibit D

620 N. LaSalle Phase 3

 Chicago Window Systems
 Gary Stowell
 312-233-8696
gbs6925@aol.com

General:	
Subcontractor has reviewed and included the following items:	Yes
Exhibit A - Schedule of Values	Yes
Exhibit B - Application for Payment	Yes
Exhibit C - Subcontractor Guarantee	Yes
Exhibit D - Scope of Work	Yes
Exhibit E - Contract Documents	Yes
Exhibit F - Insurance Rider	Yes
Exhibit G - Summit D+B Preliminary Project Schedule	Yes
Exhibit H - Subcontractor & Supplier Disclosure Form	Yes
Exhibit I - LEED Scorecard	Yes
Exhibit J - Soils Report	NA
Exhibit K - Sales Tax Exemption Process	NA
Exhibit L - Developer Scope of Work	Yes
Summit D+B Master Subcontract Agreement	Yes
Summit D+B Project Specific Agreement	Yes
Summit D+B General Conditions (AIA 201)	Yes
Has seen project site and reviewed existing conditions	Yes
Will perform all work according to local codes and ordinances	Yes
Will furnish all required permits related to this work. Permits fees included (except for Building Permit)	No
Currently has or will obtain a license to operate where project is located	Yes
Will work to coordinate around other crews which may or may not be union.	Yes
Will coordinate Building Department Inspections with Superintendent	Yes
Will call for all inspections and meet inspector on site	Yes
Full-time Foreman on site during installation	Yes
Attendance at weekly subcontractor coordination meetings.	Yes
Includes all applicable sales tax.	Yes
Can guarantee material & Labor pricing based on current schedule.	Yes
All punch list work to be completed within (7) days of formal notification	Yes
Understands and agrees that all billing is to be done through Textura Program	NA
All related Textura costs are included in the below listed pricing	NA
MBE Participation - NA	
WBE Participation - NA	
LEED - NA	
Submittals/Shop Drawings:	
Shop Drawings Submitted For Approval after Notice to Proceed - Windows	15 Days
Shop Drawings Submitted For Approval after Notice to Proceed - Storefront	20 Days
Shop Drawings Submitted For Approval after Notice to Proceed - Revolving Doors	20 Days
Shop Drawings Submitted For Approval after Notice to Proceed - Hardware Shops	20 Days
Shop Drawings Submitted For Record in pdf and dwg format on CD (as-builts) at end of project	Yes
Will provide all other close out documents on CD, saved in pdf format	Yes
Will attend regular meetings to coordinate routing on shop drawings	Yes
All as-builts, training verification, warranties and close out documents will be submitted no later than final pay application	Yes
O&M manuals	Yes
Subcontractor to provide product data and samples on all material items required for completion of their scope of work	Yes
Subcontractor to provide Owner training at close out	Yes
All close out documents (as built drawings, data, warranty, O&Ms, commissioning paperwork) are due with final pay request	Yes
Safety:	
All on site personnel to attend a Summit project safety and orientation meeting prior to starting work (budget 20 mins)	Yes
All on site labor to participate in daily safety meetings. All workers need to sign in at each daily safety meeting.	Yes
Records of daily safety meetings and sign in sheets are to be provide to Summit weekly for record	Yes
Submit all MSDS sheets to Summit	Yes
Personnel will not smoke in the building	Yes

UNOFFICIAL COPY EXHIBIT B

Personnel will wear hard hats and abide by Summit safety regulations	Yes
Personnel will wear safety glasses when working with powder-actuated tools or where eye hazards exist	Yes
Personnel will not bring music radios onto site	Yes
Personnel will submit weekly tool box talks to Summit superintendent while on site	Yes
All work to be performed per OSHA's safety requirements	Yes
Drinking water for own crews	Yes
No eating or drinking on site.	Yes
First aid kits for own crews included	Yes
Safety Cabling Included - if applicable	Yes
Personnel will wear neon safety vest at all times on site.	Yes
Provide fall protection is required.	Yes
Insurance - Per Exhibit F	
Certificates of insurance to be issued to Summit for review and approval no less than 24 hours prior to starting	Yes
The same insurance requirements will be provided by 2nd tier subcontractors	Yes
All requirements to be met per Exhibit F	Yes
Logistics and Noise:	
Delivery, receiving, stocking, and distribution of material for own work is included. On site freight elevator can be used by this subcontractor but it is not solely available for this subcontractor and its use needs to be coordinated with the SDB superintendent	Yes
SDB not liable for material, equipment, or fixtures stored on-site	Yes
All material to be delivered in a manner to not block alley or roadways	Yes
Close coordination of deliveries with SDB superintendent including off hours, as required	Yes
All work 8:00 a.m. to 4:00 p.m. unless otherwise directed by Summit	Yes
All excessively noisy work to be scheduled and coordinated with Summit	Yes
Use all means available to minimize noise during construction	Yes
Reviewed logistics plan if applicable	Yes
Flagmen and traffic control for own work including deliveries	Yes
Will provide 72-hour notice for work affecting other tenants or requiring coordination with landlord	Yes
All workers to sign-in and -out with building security daily as required by building	Yes
Access is restricted to freight elevators only	Yes
Remove and replace fencing and barricades as necessary	Yes
Understands that no on-site parking is provided	Yes
Task lighting for own work as necessary to perform work	Yes
Street cleaning as generated during your work to be included	Yes
Cleaning and Protection:	
Remove all of debris daily to a dumpster provided by Summit Design Build	Yes
Broom clean areas of your work on a regular basis	Yes
Composite clean up crew as required by Summit superintendent	Yes
Provide dust barriers to protect adjacent areas and existing HVAC system	Yes
Protect adjacent finished materials as needed during your work	Yes
Store all materials in a dry, vented location at all times. Delay delivery of all materials until required	Yes
Responsible for protection of all stored materials	Yes
Responsible to cover cost of cleaning labor if site is left in unsafe conditions and SDB is required to bring in outside labor to pick up after this subcontractor	Yes
Warranties and Maintenance - Per Exhibit C	
Comprehensive labor and material warranty on this work for 1 year minimum	Yes
Manufacturer's materials warranties extended beyond above warranty	Yes
Manufacturer's extended warranties to cover labor	Yes
Provide maintenance instructions to owner upon completion of project	Yes
Provide final record drawings/as-builts with warranty & equipment manuals	Yes
Specific Trade Scope:	
Window Base Bid	\$ 569,000
Storefront Base Bid	\$ 57,000
Spandrel Glass	\$ 5,000
Interior Muntin to match exterior	\$ 5,000
Color Chip Paint Color	\$ 6,500
Revolving door	\$ 35,000
Fyer-Tec H925 Fire Rated Glass	Included
Issue for Permit Drawings 2017.10.12	
Frame Dimension	H600 Aluminum Window 3 - 1/4" Deep Frame
Lead Time from release for fabrication	14 WEEKS

UNOFFICIAL COPY EXHIBIT B

WINDOW AND STOREFRONT	
North Elevation	
- 7'6" x 16'0" QTY 21 No Tag - Fixed	Yes
- 7'6" x 7'0" QTY 14 No Tag - Fixed	Yes
- 6'1" x 13'4" QTY 1 Tag DD Thermal Storefront	Yes
- 13'4" x 17'0" Qty 2 Tag EE Thermal Storefront Includes Spandrel Glass	Yes
- 13'4" x 7'0" Qty 2 Tag FF Thermal Storefront Includes Spandrel Glass	Yes
East Elevation	
- 7'6" x 6'6" Qty 7 Tag GG Includes Spandrel Glass - Fixed	Yes
- 7'6" x 6'6" Qty 7 No Tag - Fixed	Yes
- 7'6" x 14'0" Qty 28 No Tag - Fixed	Yes
- 26'9" x 13'4" QTY 1 Tag AA Thermal Storefront system Includes Spandrel Glass	Yes
- Tag AA Revolving door figured as double swing entrance doors.	Yes
- 13'4" x 14'0" QTY 3 Tag BB Thermal Storefront	Yes
- 13'4" x 6'6" QTY 1 Tag CC Thermal Storefront	Yes
South Elevation	
- 7'6" x 6'3" QTY 7 No Tag - Fixed - No louver Required	Yes
- 7'6" x 7'4" QTY 7 No Tag - Fixed/Operable No louver Required	Yes
- 7'6" x 6'3" QTY 7 Tag JJ w/ louver	Yes
- 7'6" x 17'0" QTY 7 Tag KK w/ louver - Fire Rated	Yes
West Elevation	
- 7'6" x 14'2" QTY 20 Tag HH	Yes
- 7'6" x 14'8" QTY 7 Tag II	Yes
Miscellaneous	
Caulk window perimeter inside and outside.	Yes
Performance	
All windows to include manufactures muntins similar to the design as drawn or approved by Owner / Architect	Yes
Basis of design Wausau Invent retro system series 4250 Series	OK
Fire rated where indicated - 45 minutes rating	Fyre-Tec 1/4" wire glass
AAMA Structural Performance	AW-PG50
Water pressure test	10PSF
Tempered glass per code or within 24" of finish floor	No required
All double glazed storefront systems U-Factor to be .45 or less.	Yes
Spandrel glass included as indicated on drawings.	Yes
- Spandrel color to be determined at a later date	Yes
Frame to be painted standard manufactures colors	Yes
Clear windows no tint included	Yes
Install duration - 1.5 weeks per floor. Each floor to follow the next without delay	
Shop Drawings -	
General	
LAYOUT - Provide all layout required to complete your required scopes of work, as well as, coordination with all other trades and subcontractors. Coordinate with project benchmark. Maintain and protect established layout.	Yes
TEMPORARY POWER - Electrical power is not guaranteed to be provided at time of work. Subcontractor must take provisions to supply their own electrical power if necessary to complete the work in accordance with the project schedule.	Yes
FIRE PREVENTION - Extreme caution is required by Subcontractor in the use of welding machines, cutting torches, soldering torches, and all power operated tools in order to prevent any fire from occurring during construction. Subcontractor shall provide portable fire extinguishers at all times and at each location that Subcontractor is working.	Yes
TOLERANCES - Provide system scope according to the contract documents for installation tolerances for maximum variations and misalignment.	Yes
MATERIAL STORAGE AND PROTECTION - Store all materials in a cool, dry place. Place all materials on a raised surface and protect with waterproof tarpaulins, with sufficient air circulation to prevent condensation.	Yes
SEQUENCE - Subcontractor shall include all required costs for mobilization and demobilization of equipment, labor & material to the site, including multiple mobilizations, if necessary, pursuant to the sequence & schedule of the job.	Yes

UNOFFICIAL COPY EXHIBIT B

HOISTING – Provide labor to unload from delivery source and haul to the final location all materials required for this subcontractors scope of work. The project shall have an operable freight elevator which can be used to bring materials up to each floor. Use of the freight elevator is not solely by this subcontractor and coordination with the SDB Superintendent is required.	Yes
FINAL CLEANING – Clean all surfaces of rust, scale, grease and foreign matter at the completion of the system installation according to the contract document and/or until final acceptance.	Yes
FIELD MEASURING – Provide all field measuring as required. SDB will provide a benchmark	Yes
MOBILIZATION - Mobilization and demobilization of equipment as necessary for job completion. Movement of materials within and around the site as required for construction.	Yes
PARKING - The parking lot is designated for 1 foreman truck if room allows. There will be no employee parking on the site lot otherwise.	Yes
Sub Adjustment	
Taxes	Included
Total Adjusted Award Value \$ 677,500	
Alternates	
Custom Paint - allowance	\$ 12,500

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

SCOPE OF WORK DESCRIPTION (CONTINUED)

1. Change Order 1: Contract dated June 22, 2018: Eliminate Doors, Add 1 Revolver
2. Change Order 2: Contract dated October 15, 2018: Swap Windows for Bathroom Exhaust Re-route
3. Change Order 3: Contract dated December 5, 2018: Furnish and install (7) louvers painted to match windows, replace one louver with a glass lite at south wall, and lift rental to perform work. Furnish and install of flashing with drip edge on louvers - includes additional lift.