STATE OF ILLINOIS)

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COUNTY OF C O O K)

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CONTRACTOR'S NOTICE AND CLAIM FOR LIEN

The Claimant, KENT A MARTHALER, INC. (hereinafter referred to as "Contractor"), of Evanston, Cook County, Illinois hereby files his Notice and Claim for Lien against Warren and Phyllic Ziegler (hereinafter referred to as the "Owners"), of Glenview Cook County, Illinois and states:

fullowing described real property in the County of Cook, State of O4.25.31/-008 Lor 33

Illinois, to wit:

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commonly known as 1425 Sunset Ridge Road, Glenview, Illinois.

That on or about June 10, 1987, said Owner made a contract with the Contractor to provide architectural services including, but not limited to drawings and diagrams in order to construct a one-story master bedroom with full bath to owners existing one-story brick residence as more fully documented in the attached Architectural Professional Services Agreement and marked Exhibit "A".

That on or about July, 1987, the Contractor completed hereunder the services described herein to the value of One Thousand Thirty-Six and 52/100ths (\$1,036.52) Dollars.

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STATE OF LILITARIES)

COUNTY OF C O O K)

CONTRACTOR'S NOTICE AND SEATS OF CIRCULAR

The Claimant, John a Marth 1978, 186. (burnle 1999)

referred to as "Contractor"), or Eventor, Und Contract Illinia hereby files his botice and digim for tich and restrict Harren and Phyllis Elegier (hereinefour coffered to as the "Owners"), of Glenviss, Gook County, Lilinia and allowers

That on or about face 19, 1969, the Owner event the fellowing decorbed real process, in this density of the office of the content of the cont

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commonly known as 1425 Stars of Many bons, Flenklad, 1111molas.

That on or about sine 10, 1997, and Owner made a contract with the Contractor to provide accordance services including, but not it stock to descripe and diagram in order to constract a con-story master bedrace with [5,1] but to seneral existing tracks of the registers as were fully documented the the objects of the contract of the order of the objects of the order of

That on or spone July, i.d., the contractor employed bereander the services i and terminal to the value of the Thoused Thirty-Six and FMM30Ucr (11,010.51) Pullars.

That the said Owner is entitled to credits on account thereof in the sum of Four Hundred (\$400.00) Dollars leaving due unpaid and owing to the Contractor after allowing all credits, the sum of Six Hundred Thirty-Six (\$636.00) Dollars for which, with interest, the Contractor claims a lien on said land and improvements.

KENT A MAKE HALER , INC.

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dur A Mirthaler

Pres

STATE OF ILLINOIS)
COUNTY OF C O O K)

1000 PA

KENT A MARTHALER, being first duly sworn, on oath deposes and says that he is the tresident of Kent A. Marthaler, Inc., the Claimant; that he has read the foregoing Claim for Lien and knows the contents thereof; trat the statements theein contained are true.

Kenty As - Thrithaler

Subscribed and Sworn to before me this 22nd day of Supkuba, 1987.

RS, wx Alusal
Notery Public

Robert A. Motel, P.C. Atty. No. 23269 5005 West Touhy Avenue Skokie, Illinois 60077 (312) 674-3330

This instrument prepared by Robert A. Motel, 5005 West Touhy, Skokie, Illinois 60077.

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STATE OF LLLINOIS)

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ROBERT A. MOTEL, P.C.
ATTORNEY AT L. W
SOOS WEST TOUHY VENUE
SKOKIE, ILLINO'S GGC77
(312) WA-3350

Subscribed and Daoid before me this and of the Marchar

Robary Public

Robert A. Mote', P.C. Rity. No. 23207 5005 West Touby Avenue Grakie, Talinals 60077 (342).474-3330

Fire instrument prepared to be the term of the property of the party in the party of the party is a sub-

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ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT



THIS AGREEMENT

made this 10th day of June, in the year 1987,

BY AND BETWEEN

Warren and Phyttis Ziegler, the "Owner and Kent A. Marthaler, Inc./ Architects, an illinois Corporation, ficensed and authorized to transact business in the State of Illinois and hereinafter content the "Architect."

WITNESSETH THAT

whereas the Cwhen intends to construct a one-story master bedroom with full bath to their existing one-story brick residence. All work located at 1425 Sunset Ridge Road, Glenview, Illinois, hereinafter called the "Pyriget."

WHEREAS

the construction budget, as determined by the Owner for the Project is not available at this time.

NOW THEREFORE

the Owner and the Architect, for the considerations thereinafter set forth AGREE as follows:

- A. Architect shall provide the following basic professional services:
 - 1. Existing Conditions Phase Zoning analysis and the taking of field measurements for the preparation of existing condition plans and elevations.
 - Basic Design Phase Preparation of schematic design studies leading to a recommended and approved solution.
 - Construction Documents Phase Proparation from the above, working drawings setting forth in detail all the necessary work required for the architectural, structural, mechanical, electrical and site work coordination for bidding purposes and for securing a building permit.
 - 4. <u>Construction Phase</u> Observation of the actual construction as determined by the Architect and revisions or "Change Orders" to the Contract Documents as described in Subparagraph B, 1.

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THIS AGREET CAT

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- B. Architect shall provide any or all of the following additional services as requested by Owner:
 - I. Architect shall prepare "Change Orders" and additional drawings or sketches describing changes in the work requested by the Owner or contractor during the Construction Phase. Architect shall evaluate the contractor's proposal for the added or deleted work described in Change Order and, if necessary, negotiate a fair and reasonable price with the contractor. Change Orders and drawings necessitated by unforeseen job conditions or errors in the Contract Documents will be performed as part of the Architect's basic professional service.
 - 2. Architect shall provide continuous supervision of contractor's work as requested by Owner.
 - 3. Architect shall apply for and secure a building permit in advance of the selection of a contractor in order to expedite the actual start of construction.
 - 4. Architect shall act as the Owner's representative in the issuance of drawings and in the evaluation of bids for all phases of the Project.
 - 5. Architect shall prepare standard AIA forms of Owner/Contractor Agreement for execution by both parties and shall review and approve pay-outs to contractors during the Constructor Phase of the work.
 - Architect shall, if a construction budget is not specifically stated, revise the bid documents to reduce the construction costs submitted by the general contractors.
- C. The Owner, in full payment to Architect for his basic services as set forth in Subparagraph A, shall pay Architect at the hourly rate of \$30.00 per hour for the Principal, and \$22.00 per hour for the Associate. Payments in the Architect shall be made as follows: Retainer fee of \$400.00 before work commences. This portion of the fee will be deducted. The amount due at the time the Schemalic Design drawings are submitted. The owner for approval; the balance of the basis fee will be due as well as usees and upon completion of the Construction Documents. Reimbursable persons as described below shall be included in the final involve.
- D. For additional services as set forth in Subparagraph B, the Owner shall pay the Architect for his services at the rate of \$30.00 per hour for Principal and \$22.00 per hour for Associate.

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- E. "Reimbursable Expenses" includes actual expenditures made by Architect with prior approval or direction of the Owner, for the following incidental expenses:
 - 1. Expenses for transportation in connection with the Project at the rate of 50 cents per mile.
 - 2. Reproduction of all drawings and designs in connection with Project.
 - 3. Photographs of existing conditions and for recording construction progress.
 - Structural engineer consultation.
- F. Owner's Additional Rights and Responsibilities are as follows:
 - Owner shall provide Architect all reasonably requested information concerning Owner's requirements for Project.
 - 2. Owner shall furnish or direct Architect to obtain a certified survey of site from an Owner-approved company.
 - 3. Owner shall, if determined to be necessary, pay for any structural, mechanical, electrical engineering, and soil tests requested and procured by Architect and approved by Owner.
 - 4. Owner shall require by appropriate provisions in the general construction contract let, that the contractor indemnify, says and hold harmless the Owner and the Architect from all claims, demands, actions, and the like arising out of the work under the contract.
 - Owner may, upon seven days written notice, terminate employment of Architect and pay for all work executed up to the date of the notice.
- 6. All documents, reports, information, or data prepared or assembled under into agreement will be the property of the Architect and will be evallable to the Contact upon request.
- H. The work described in this Agreement shall continue uninterrupted until the Construction Documents Phase has been completed and presented to the Owner for bids. If the work is delayed, through no fault of the Architect, for a period exceeding six(6) months, this Agreement will be considered void.
- This Agreement constitutes the entire understanding between the parties; neither party makes any warranties, expressed or implied, other than those contained herein, and this can be amended only by written agreement signed by both parties.

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IN WITNESS WHEREOF

This Agreement has been duly executed by the parties hereto as of this day and year first herein above mentioned.

Architect:

Owner:

Kent A. Marthaler, Inc./Architects

Warren or Phyllis Ziegler

by: Mesideni

1425 Sunset Ridge Road Glenview, Illinois 60025

1525 Greenleaf Street Evanston, Illingis 60202

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Kent A. Nachaler, inc /Architects

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