

UNOFFICIAL COPY

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THIS DOCUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Michael Merel  
Economy Mechanical Industries, Inc.  
77 W. Wheeling Road  
Wheeling, Illinois 60090  
P.I.N. No.: 17-09-432-014

90513473

SUBCONTRACTOR'S CLAIM FOR  
MECHANIC'S LIEN AND NOTICE

DEPT-01 RECORDING

\$27.5

T#2222 TRAN 8138 10/19/90 15:15:00

#4753 # B \*-90-513473

COOK COUNTY RECORDER

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

1. The Claimant Economy Mechanical Industries, Inc., of 77  
Wheeling Road, Wheeling, Illinois 60090, County of Cook, State  
of Illinois, hereby files and gives notice of Claimant's  
Subcontractor's Claim for Lien against the Real Estate as  
hereinafter defined and against the following:

- (a) The following person as Contractor:  
Mayfair Company  
5660 N. Jersey Avenue  
Chicago, Illinois 60659
- (b) The following persons as Owner:
  - (i) Harris Trust & Savings Bank, as Trustee  
Under Trust No. 94741  
111 W. Monroe Street  
Chicago, Illinois 60602
  - (ii) Harris Trust & Savings Bank, as Trustee  
Under Trust No. 94474  
111 W. Monroe Street  
Chicago, Illinois 60602
  - (iii) Lake & Wells Parking Venture  
180 North LaSalle Street - Suite 3600  
Chicago, Illinois 60601

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- (iv) Lake & Wells Limited Partnership  
445 E. Ohio Street - Suite 420  
Chicago, Illinois 60611
- (v) 326 South Wells Corp.  
c/o Gordon Prussian, Registered Agent  
326 S. Wells Street  
Chicago, Illinois 60606-7101
- (vi) American National Bank of Chicago  
as Trustee Under Trust No. 43403,  
Trust No. 30524, Trust No. 30503  
33 North LaSalle Street  
Chicago, Illinois 60602
- (vii) Chaucer Development Corp.  
445 East Ohio Street - Suite 420  
Chicago, Illinois 60611
- (c) The following persons as Lender:
- (i) Enterprise Savings Bank  
200 S. Wacker Drive  
Chicago, Illinois 60606
- (ii) Connecticut Mutual Life Insurance Company  
10 South Riverside Drive - Suite 850  
Chicago, Illinois 60606
- (iii) Continental Bank N.A.  
231 S. LaSalle  
Chicago, Illinois 60604
- (iv) Britel Fund Trustees Limited  
c/o Heitman Advisory Corporation  
180 N. LaSalle Street - Suite 3600  
Chicago, Illinois 60601
- (v) Harris Trust and Savings Bank  
111 W. Monroe Street  
Chicago, Illinois 60603
- (vi) Possfund Custodian Trustee Limited  
c/o Heitman Advisory Corporation  
180 N. LaSalle Street - Suite 3600  
Chicago, Illinois 60601
- (vii) Postel Properties Limited  
c/o Heitman Advisory Corporation  
180 N. LaSalle Street - Suite 3600  
Chicago, Illinois 60601

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- (viii) Possfund Trustees Limited  
c/o Heitman Advisory Corporation  
180 N. LaSalle Street - Suite 3600  
Chicago, Illinois 60601
- (ix) Teachers Insurance and Annuity  
Association of America  
200 N. LaSalle - Suite 2450  
Chicago, Illinois 60601
- (x) Postel-LW Corporation  
c/o Heitman Advisory Corporation  
180 N. LaSalle Street - Suite 3600  
Chicago, Illinois 60601
- (xi) BT-LW Corporation  
c/o Heitman Advisory Corporation  
180 N. LaSalle Street - Suite 3600  
Chicago, Illinois 60601

2. On information and belief, on and prior to September 29, 1989 and at all times thereafter through the current date, Harris Trust & Savings Bank as Trustee Under Trust No. 94741, Harris Trust & Savings Bank as Trustee Under Trust No. 94474, Lake & Wells Parking Venture, Lake & Wells Limited Partnership, 326 South Wells Corp., Chaucer Development Corp. and American National Bank of Chicago, as Trustee Under Trust No. 43403, Trust No. 30524, and Trust No. 30503 (collectively the "Owner") owned fee simple title to the real estate (including all land and improvements thereon) (the "Real Estate") in the County of Cook, State of Illinois, commonly known as the Lake & Wells Parking Facility, 177 N. Wells, Chicago, Illinois and legally described as follows:

Parcel 1:  
The West 1/2 of Lot 3 in Block 33 in original town  
of Chicago in Section 9, Township 39 North, Range  
14 East of the Third Principal meridian in Cook  
County, Illinois.

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## Parcel 2:

Lots 1 to 4 in the Subdivision of Lot 4 in Block 33; also Lots 1 and 2 in the Subdivision of Lot 5 of the Subdivision of Lot 4 in Block 33, all in the original town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 3:

The Triangular parcel of land South of and adjoining said Lot 1 of Lot 4 marked "A" on the map of Subdivision of Lot 4 in Block 33 in the original town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

## Parcel 4:

The private alley lying Easterly of and adjoining Lots 1 to 6 both inclusive in the Subdivision of Lot 5 in the subdivision of Lot 4 in Block 33 lying South of and adjoining Lots 1 and 2 in the Subdivision of Lot 4 in Block 33 and lying South Westerly of and adjoining Lot "A" in the Subdivision of Lot 4 in Block 33 all in original town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

## Parcel 5:

Lots 3 to 6 in Brand's Subdivision of Sub Lot 5 of Lot 4 in Block 33 in the original town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

and Mayfair Company was the Owner's Contractor for the improvement thereof and Mayfair Company was authorized and knowingly permitted by the Owner to construct the improvement thereof.

3. Mayfair Company entered into a written contract dated September 29, 1989 with Claimant to provide certain labor and materials for the heating, ventilation, and air conditioning for

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the Lake & Wells Parking Facility for the original contract amount of \$15,700.00. A copy of the written contract is attached hereto as Exhibit A.

4. At the request of the Owner and/or at the request of Mayfair Company, as the Owner's Contractor or as the authorized agent of the Owner or a person knowingly permitted by the Owner, Claimant furnished extra and additional materials and extra and additional labor in the amount of \$5,972.00. Change orders approving these extras are attached hereto as Exhibit B.

5. Claimant last worked pursuant to the Contract on July 26, 1990.

6. As to Connecticut Mutual Life Insurance Company, Britel Fund Trustees Limited, Possfund Custodian Trustee Limited, Postel Properties Limited, Possfund Trustees Limited, and Teachers Insurance and Annuity Association of America, Postel-LW Corporation, and BT-LW Corporation, in the event that service of Claimant's Subcontractor's Claim for Mechanic's Lien and Notice is not deemed to have been effected pursuant to Ill.Rev.Stat. ch.82, par. 24, Claimant states that Connecticut Mutual Life Insurance Company, Britel Fund Trustees Limited, Possfund Custodian Trustee Limited, Postel Properties Limited, Possfund Trustees Limited, Teachers Insurance and Annuity Association of America, Postel-LW Corporation, and BT-LW Corporation cannot, upon reasonable diligence, be found in Cook County, Illinois and do not reside in Cook County, Illinois so as to permit service upon any of them personally of a notice of Claimant's claim for lien as provided by law.

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7. The Contractor Mayfair Company is not entitled to any credits on account. The amount due, unpaid, and owing to Claimant is \$21,672.00 for which amount, with interest, Claimant claims a lien on the Real Estate (including all land and improvements thereon).

ECONOMY MECHANICAL INDUSTRIES, INC.

By Michael H. Merel  
Title: Executive Vice President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK    )

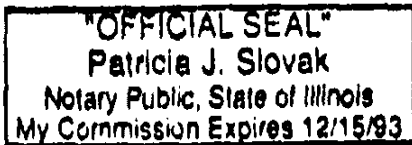
## VERIFICATION

The affiant, Michael H. Merel, being first duly sworn on oath, deposes and states that he is the Executive Vice President of Economy Mechanical Industries, Inc., that he has read the foregoing Subcontractor's Claim for Mechanic's Lien and Notice, knows the contents thereof, and states that all the facts stated therein are true.

*Michael H. Merel*

Michael H. Merel

Title: Executive Vice President



Subscribed and Sworn to Before me  
this 15 day of October, 1990.

*Patricia J. Slovak*  
\_\_\_\_\_  
Notary Public

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SUBCONTRACT AGREEMENT | Phone (312) 541-8700  
751-E004-1

THIS AGREEMENT is made this September 29, 1989, by and between  
ECONOMY MECHANICAL INDUSTRIES INC.

hereinafter called the Subcontractor and Mayfair Company hereinafter called the Contractor.

For the consideration hereinafter named, the Subcontractor covenants and agrees with the Contractor as follows:

**First:** The Subcontractor will furnish all labor, materials and equipment, including, but not limited to, all necessary scaffolding, and will fully and in a good, substantial, thorough and workmanlike manner perform and construct and in every respect complete the following work for the project known as Lake & Wells Parking Facility, 177 N. Wells, Chicago, Illinois in accordance with all the Contract Documents prepared by and to the full satisfaction of Desman Associates; Architects:

HEATING, VENTILATION AND AIR CONDITIONING, COMPLETE  
This includes but is not limited to the following: all applicable taxes; Rider A dated July 25, 1989; Rider B dated August 16, 1989; Rider C dated July 14, 1989; furnishing a thermostat in the Manager's office; Rider D dated September 29, 1989; and all City of Chicago sales (use) taxes.

**Second:** The Subcontractor will promptly begin said work as soon as he is notified by the Contractor that the ground is clear or the project far enough advanced to allow the beginning of that portion included hereunder, and will carry forward and complete said work as rapidly as the Contractor may judge that the progress of the project will permit, unless detained by others; in which event he will promptly notify the Contractor in writing, and if the delay is caused by others than the Subcontractor, additional time sufficient in the Contractor's judgment will be allowed to make up the time so lost. This paragraph shall cover any extra work done or materials furnished under this contract.

**Third:** The Subcontractor will furnish said materials and prosecute said work with due diligence, without delay, and will not in any manner, by delay or otherwise, interfere with the work of the Contractor, or other subcontractors, and should the Contractor conclude that the Subcontractor is delaying said work, he shall so notify the Subcontractor, who shall, within three (3) days thereafter, furnish whatever materials are required by the Contractor, and employ additional labor as required by the Contractor, and in case the Subcontractor fails to comply with said demand, the Contractor shall have the right to furnish said materials and employ said additional labor and charge the expense thereof plus a percentage for overhead against the Subcontractor and deduct same from this contract, and should the amount or balance due or amount remaining on this contract be insufficient, to collect said deficiency by legal process.

1 (Lake & Wells)

EXHIBIT A

PLEASE  
INITIAL

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Fourth: Should the Subcontractor fail to begin, continue and complete the work as hereinbefore provided and should the Contractor suffer or permit the Subcontractor to occupy more time than required under this agreement; in that event the Subcontractor hereby covenants and agrees to indemnify and save harmless the Contractor from any loss or damages which he may be compelled to make good to the owner of said project under or by virtue of the contract with the owner, for or on account of delay in the completion thereof, insofar as said delay was caused by the Subcontractor.

Fifth: The Subcontractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the Architect, the Owner, the Contractor or his authorized representatives. He shall, at once, remove all materials and take down and rebuild all portions of the work condemned by the Architect or the Contractor, upon receiving notice in writing of such condemnation.

Sixth: The Subcontractor shall not employ any workmen whose employment on the project may be objected to by any of the other subcontractors, the Contractor, the Architect, or the Owner.

Seventh: No extra work or changes initiated by the Subcontractor will be recognized or paid for, unless agreed to in writing before the work is done or the changes made; in which writing shall be specified in detail the extra work or changes, the price to be paid or the amount to be deducted should said changes decrease the amount to be paid hereunder. The Subcontractor shall forthwith proceed with extra work or changes when directed to do so in writing by the Contractor. The Subcontractor agrees not to directly or indirectly stop or delay any work pending the determination of any dispute, controversy or question regarding the interpretation of this Subcontract, the performance of the work, the payment of any monies or otherwise. The Subcontractor further agrees to limit its markups on extra work to a maximum of ten percent for overhead and five percent for profit.

Eighth: The Subcontractor hereby covenants and agrees to protect, defend, indemnify and save harmless the Owner, the Architect and the Contractor from any and all manner of claims or suits for infringements of patents or violations of patent rights, including all costs and expenses to which the Contractor may be put in defending any actions that may arise under this clause.

Ninth: The Subcontractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property and to protect them from damage, injury or loss.

Tenth: To the fullest extent permitted by law, the Subcontractor agrees to protect, defend, indemnify and save harmless the Owner, the Architect and the Contractor against loss or expense by reason of the liability imposed by law upon the Owner or the Contractor for damage because of bodily injuries, including death at any time resulting therefrom; sustained by any person or persons or on account of damage to property arising out of or on account of or in consequence of the performance of this contract. The obligations of the Subcontractor under this paragraph shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.



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**Eleventh:** To the fullest extent permitted by law, the Subcontractor shall protect, defend, indemnify and save harmless the Contractor and the Owner against any loss or damage suffered by anyone arising through the negligence of the Subcontractor, or those employed by him or his agent or servants; he shall bear any expense which the Contractor may have by reason thereof, or on account of being charged therewith; and if there are any such injuries to persons or property unsettled for, when the work herein provided for is finished, final settlement between the Contractor and Subcontractor shall be deferred until such claims are adjusted or suitable special indemnity acceptable to the Contractor is provided by the Subcontractor.

**Twelfth:** The Subcontractor shall take out and pay for Employers' Liability and Workers' Compensation Insurance as required by the State in which this work is performed, and also Public Liability, Property Damage and Automobile Liability Insurance, in the amounts required by this contract. The Subcontractor agrees to submit certificates of insurance to include Contractor's Protective Liability.

**Thirteenth:** The Subcontractor shall pay all Sales Taxes, Use Taxes, Excise Taxes, Old Age Benefits Taxes, Unemployment Compensation Taxes and other taxes upon the material, labor and equipment furnished under this contract, as required by the Statutes of the United States Government and the State and the Local Municipality in which this work is performed.

**Fourteenth:** This contract shall not be assigned by the Subcontractor. Any attempt to assign the contract shall operate as an instant forfeiture and repudiation thereof by the Subcontractor and the rights of the parties shall be determined in the same manner as though the Subcontractor had at the time of such attempted assignment failed and refused to continue to perform the contract. This contract shall not be sublet, in whole or in part, without the written approval of the Contractor. The Subcontractor agrees to continue performance under this subcontract on behalf of the Lender or its designee without any cost increases over the sums set forth herein in the event the Lender or such designee takes possession of the Project as a result of a foreclosure of a deed in lieu of foreclosure or otherwise.

**Fifteenth:** It is expressly understood and agreed by and between the parties hereto that time is and shall be considered the essence of this contract. The Subcontractor knows that the Contractor must have his contract performed on or before July 1, 1990 and it is therefore understood and agreed that the work provided for herein shall be entirely completed on or before the earliest date to permit this completion in accordance with project conditions and progress schedule requirements and as directed by the Contractor. No allowance for time will be made to the Subcontractor for delays in preparing his shop drawings or in securing Architect's approval thereof when such drawings are not properly prepared by the Subcontractor.

**Sixteenth:** The Subcontractor agrees, in the performance of this contract to observe and comply with all applicable Federal, State and Local laws, rules and regulations including but not limited to, the Occupational Safety and Health Act of 1970 and Executive Orders 11246 and 11375. The Subcontractor agrees to protect, defend, indemnify and save harmless the Contractor for, of and from any losses including but not limited to any fines, penalties and corrective measures the Contractor may sustain by reason of the Subcontractor's failure to comply with said laws, rules and regulations.

**Seventeenth:** The Subcontractor further agrees that he will within ten days from the date requested, provide the Contractor with a bond in the sum of this Contract conditioned for the faithful performance of this contract in all its particulars and for the payment of all materials and labor, duly executed with a Surety company and in the form and contents acceptable to the Contractor.



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IN CONSIDERATION WHEREOF, the Contractor agrees that he will pay to the Subcontractor, in periodic payments, the sum of  
FIFTEEN THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS

-----(\$\*\*\*15,700.00)

for said work to be paid as follows: 90 per cent of all labor and material which has been placed in position and for which payment has been made by the Owner to the Contractor and for which satisfactory evidence has been furnished to the Contractor by the Subcontractor that all labor and material for use on this particular work have been paid for; to be paid on or about the thirtieth (30th) of the following month, except the last payment, which the Contractor shall pay to the Subcontractor after said materials and labor installed by the Subcontractor have been completed and approved by the Architect, final payment is received by the Contractor and satisfactory evidence is furnished to the Contractor by the Subcontractor that all labor and material accounts for use on this project have been paid in full. If a bond has been furnished, consent of Surety is required before final payment or retainage reductions will be made.

It is further understood and agreed that no payment on account shall operate as an approval of said work or materials, or any part thereof. This Subcontract constitutes the entire contract between the parties and all negotiations and agreements prior to the date hereof are merged herein. We have read and fully understand this agreement. The Contractor and the Subcontractor for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants of this agreement.

If any of the provisions hereof shall contravene or be invalid under the laws of the jurisdiction where it is to be performed or enforced, such contravention or invalidity shall not invalidate the whole Subcontract or any other provision thereof, but the Subcontract shall be construed as if not containing the provision held to be invalid, and the rights and obligations of the parties shall be enforced accordingly.

In witness whereof, they have executed this agreement the day and date written above.

Witness:

ECONOMY MECHANICAL INDUSTRIES INC.  
77 SOUTH WHEELING ROAD  
WHEELING, ILLINOIS 60090

By: 

John D. Wick, Secretary

By: 

Kenneth V. Zilinsky, Vice President  
Special Projects Division

Mayfair Company  
3660 N. Jersey Ave.  
Chicago, Ill. 60639

By: \_\_\_\_\_

By: 

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RIDER A  
LAKE & WELLS PARKING FACILITY  
JULY 25, 1989

It is understood that the drawings and specifications are scope documents and that the work is being commenced prior to the Architect's drawings being finally completed. The Subcontractor includes all items of work reasonably required by the present contract documents and all work required to meet all applicable codes. The Subcontractor shall notify the Contractor at once of any detail, procedure or material which appears in later issues of contract documents that results in a substantial change in project scope and failing such notice shall not make claim for any additional costs incurred as a result thereof.

The Subcontract price includes all costs required in the development and/or refinement of the drawings and specifications which could have been reasonably inferred, and includes the commitment of the subcontractor to actively participate with the General Contractor and Architect in the development and completion of final construction documents.

Development of final construction documents shall be limited to only that additional or clarifying information necessary to assure code compliance and proper completion of the work within the established Scope.

The Subcontract price shall not be altered in any way for such development and/or refinement from "Scope" documents to construction documents.

The Subcontract price is based solely upon the system(s) set forth in the scope documents and does not reflect in any way the inclusion or acceptance of requested or voluntary alternates to system(s), material or equipment.

The Subcontractor agrees to cooperate with and assist the Contractor in preparing a detailed schedule for his portion of the work.

The Subcontractor understands that there can be no extras on this project and absolutely no deviation will be permitted from contract requirements without express written approval of the Contractor.

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RIDER 'B'  
CONTRACT DOCUMENT LIST  
LAKE & WELLS PARKING FACILITY  
AUGUST 16, 1989

It is understood and agreed that the work is based upon all of the following documents.

<u>DRAWING NO.</u>	<u>DATE</u>
LAND TITLE SURVEY	04/10/89
C-1	08/02/89
C-2	00/02/07
A-0	08/02/89
A-1	08/02/89
A-1A	08/02/89
A-2	08/02/89
A-3	08/02/89
A-4	08/02/89
A-5	08/02/89
A-6	08/02/89
A-7	08/02/89
A-8	08/02/89
A-9	08/02/89
A-10	08/02/89
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A-19	08/02/89
A-20	08/02/89
A-21	08/02/89
A-22	08/02/89
A-23	08/02/89
A-24	08/02/89
A-25	06/27/89
A-26	06/27/89
A-27	06/29/89
S-1	08/02/89
S2	08/02/89
S3	08/02/89
S4	08/02/89
S-5	08/02/89

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RIDER 'B'  
CONTRACT DOCUMENT LIST  
LAKE & WELLS PARKING FACILITY  
AUGUST 16, 1989

Property of Cook County Clerk's Office

S-6	08/02/89
S-7	08/02/89
S-8	08/02/89
S-9	08/02/89
S-10	08/02/89
S-11	08/02/89
S-12	08/02/89
S-13	08/02/89
S-14	08/02/89
S-15	08/02/89
S-16	08/02/89
PM-1	08/02/89
PM-2	08/02/89
PM-3	08/02/89
PM-4	08/02/89
E-1	08/02/89
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E-3	08/02/89
E-4	08/02/89
E-5	08/02/89
E-6	08/02/89
E-7	08/02/89
E-8	08/02/89
E-9	08/02/89
E-10	08/02/89
E-11	08/02/89
E-12	08/02/89
E-13	08/02/89
SPECIFICATIONS	08/01/89
MSK-1	08/16/89

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July 14, 1989

Re: Lake & Wells Parking Facility

RIDER 'C'

## INSURANCE REQUIREMENTS

Before starting any work each Subcontractor shall furnish the General Contractor with a Certificate of Insurance for the above project which includes the following minimum coverages:

1. Workers' Compensation and Employers' Liability Insurance:
  - a. Workers' Compensation - State Statutory Limits
  - b. Employers' Liability - \$500,000
2. Comprehensive General Liability Coverage, covering:
  - a. Premises and Operations
  - b. Contractor's Protective Liability
  - c. Contractual Liability
  - d. Broad Form Property Damage including Completed Operations
  - e. Personal Injury - Employee Exclusion Deleted
  - f. If the Contractor's Operation includes any exposure to explosion, collapse or underground damage ("X,C and U"), he will insure against such hazards and with deductibles acceptable to the Owner.
  - g. Completed Operations, ProductsLIMITS: \$1,000,000 Combined Single Limits for Bodily Injury and Property Damage
3. Comprehensive Automobile Liability:  
LIMITS: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage  
All Owned, Non-Owned and Hired Vehicles to be insured.
4. Aircraft/Watercraft:  
If the Contractor uses owned or non-owned aircraft or watercraft in his operation, he shall insure to a limit of not less than \$2,000,000 combined single limit for bodily injury and property damage any one occurrence.
5. Umbrella or Excess Liability: \$5,000,000
6. Subcontractor shall name the following entities as Additional Insureds to the above described Comprehensive General and Automobile Liability Insurance and Umbrella Liability Coverage.
  - Lake & Wells Limited Partnership
  - Mayfair Company
  - Desman Associates
7. These certificates shall contain a 30-day cancellation clause worded as follows:  
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the named certificate holder.
8. The Subcontractor shall be responsible for the deductible portion of Builder's Risk insurance claim.

PK  
PLEASE  
INITIAL  
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RIDER D  
HVAC SCOPE OF WORK  
LAKE/WELLS GARAGE  
SEPTEMBER 29, 1989

1. It is understood and agreed that all work assigned to this trade by labor jurisdictional requirements is included in this Subcontract.
2. This Subcontractor agrees, at his expense, to work any overtime required in order to meet the schedule.
3. It is understood and agreed that retention will be held at 10% until the work is 50% complete and shall remain fixed at that amount thereafter, subject to the approval of the Contractor, Owner and Lender.
4. This Subcontractor will provide layout as required to perform his work. Basic control lines and monuments will be provided by the Contractor.
5. Warranties and guarantees will begin at the time of substantial completion of the project.
6. This Subcontractor will perform any and all field measuring, provide shop drawings, erection drawings, samples, test reports, certificates and any other submittals required and necessary for his work.
7. The Contractor will not provide vertical hoisting facilities for the hoisting of men and materials.
8. This Subcontractor will provide daily cleanup of his debris and deposit it in a dumpster provided by others.
9. The Building Permit Fees will be paid by others. Any other permits or fees required to perform this work are the responsibility of this Subcontractor.
10. It is understood and agreed that this Subcontractor will be responsible for any additional costs resulting from any revisions made by this Subcontractor to the work.
11. This Subcontractor will provide safining or insulation for all penetrations at walls or slabs as required and necessary for this work.

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RIDER D  
HVAC SCOPE OF WORK  
LAKE/WELLS GARAGE  
SEPTEMBER 29, 1989

12. This Subcontractor will provide all sleeves required for this work. This Subcontractor will provide layout of all forced openings in slabs and walls which will be formed and stripped by others.

13. All starters and disconnects will be provided by the Electrical Subcontractor.

~~14. This Subcontractor will provide all temperature control and interlock wiring.~~

Please note: Item number 14 excluded from our proposal.

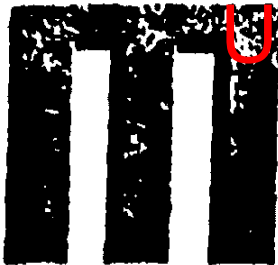
KVZ

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Cook County Clerk's Office

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CHANGE ORDER

CA0903

MAYFAIR COMPANY  
5660 NORTH JERSEY AVENUE  
CHICAGO, ILLINOIS 60659  
PHONE: (312) 588-7600

*Handwritten signature and initials*

**MAYFAIR**  
PURCHASED FROM

JULY 26, 1990

ECONOMY MECHANICAL INDUSTRIES INC.  
77 SOUTH WHEELING ROAD  
WHEELING, IL. 60090

708-541-8700  
751-2004-1

Re: LAKEWELLS PARK FACILITY

CHANGE ORDER NO. 2 TO SUB CONTRACT AGREEMENT DATED SEPTEMBER 29, 1989

For:  
Full and final settlement of all outstanding claims including but not limited to the ceco vault ventilation all as agreed to by Mike Merel and Mark Lee.

TOTAL ADD:  
(\*\*\*\*\*1,800.00)  
ONE THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS

MAYFAIR COMPANY

*Handwritten signature of Mark Lee*

Mark Lee

C: FIELD OFFICE

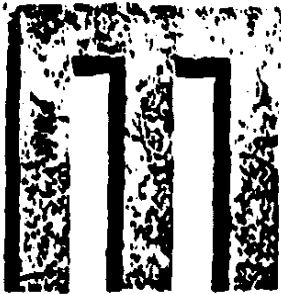
EXHIBIT B



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CHANGE ORDER

9 7 5 1 3 4 7 3 CA0793



MAYFAIR COMPANY  
5660 NORTH JERSEY AVENUE  
CHICAGO, ILLINOIS 60659  
PHONE: (312) 588-7600

**MAYFAIR**

PURCHASED FROM

MARCH 7, 1990

ECONOMY MECHANICAL INDUSTRIES INC.  
77 SOUTH WHEELING ROAD  
WHEELING, IL 60090

708-541-8700  
751-E004-1

Re: LAKE&WELLS PARK FACILITY  
Mayfair Reference "L"  
O.C.O. # 1

CHANGE ORDER NO. 1 TO SUB CONTRACT AGREEMENT DATED SEPTEMBER 29, 1989

For revisions per:  
ISSUED FOR CONSTRUCTION DRAWINGS PLAT OF SURVEY, C-1,  
C-2, A-0 THRU A-28, A1A, A1CA, A20A, S-1 THRU S-16,  
S-5A, S-5B, PM-1 THRU PM-4, AND E-1 THRU E-14 ALL  
DATED 9-25-89.

And per your Proposal dated November 3, 1989

TOTAL ADD:  
(\*\*\*\*\*4,172.00)  
FOUR THOUSAND ONE HUNDRED SEVENTY TWO DOLLARS AND NO CENTS

MAYFAIR COMPANY

Harry L. Walder Jr.

C: FIELD OFFICE

UNRECORDED

MAR 09 1990

Economy Mechanical Industries, Inc.

90513173



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STATE OF ILLINOIS     )  
                              )  
COUNTY OF COOK        )     SS

## CERTIFICATE OF SERVICE

Christopher J. Swieca, being first duly sworn on oath, deposes and states that on October 20<sup>th</sup>, 1990, he served the foregoing Subcontractor's Claim for Mechanic's Lien and Notice by mailing a duplicate thereof to the foregoing persons at the following addresses via first class mail and certified mail, return receipt requested and restricted delivery.

Mayfair Company  
c/o Its Registered Agent  
Howard P. Kamin  
208 South LaSalle Street, Suite 1750  
Chicago, Illinois 60604

Harris Trust & Savings Bank, as Trustee  
Under Trust No. 94747  
c/o Michael Lafferty  
Authorized Agent for Process  
111 West Monroe Street, 11th Fl C  
Chicago, Illinois 60602

Harris Trust & Savings Bank, as Trustee  
Under Trust No. 94474  
c/o Michael Lafferty  
Authorized Agent for Process  
111 West Monroe Street, 11th Fl C  
Chicago, Illinois 60602

Lake & Wells Parking Venture  
c/o Lake & Wells Limited Partnership  
c/o Its General Partner  
Chaucer Development Corp.  
c/o Its Registered Agent and President  
William Cocose  
445 East Ohio Street, Suite 420  
Chicago, Illinois 60611

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L & W Parking Venture  
c/o William Cocose  
445 East Ohio Street, Suite 420  
Chicago, Illinois 60611

Lake & Wells Limited Partnership  
c/o Its General Partner  
Chaucer Development Corp.  
c/o Its Registered Agent and President  
William Cocose  
445 East Ohio Street, Suite 420  
Chicago, Illinois 60611

326 South Wells Corp.  
c/o Gordon Prussian, Registered Agent  
326 South Wells Street  
Chicago, Illinois 60606-7101

American National Bank of Chicago,  
as Trustee Under Trust No. 43403  
33 North LaSalle Street, Room 1810  
Chicago, Illinois 60602  
Attention: John Augustine,  
Authorized Agent for Process

American National Bank of Chicago,  
as Trustee Under Trust No. 30524  
33 North LaSalle Street, Room 1810  
Chicago, Illinois 60602  
Attention: John Augustine,  
Authorized Agent for Process

American National Bank of Chicago,  
as Trustee Under Trust No. 30503  
33 North LaSalle Street, Room 1810  
Chicago, Illinois 60602  
Attention: John Augustine,  
Authorized Agent for Process

American National Bank of Chicago,  
as Trustee Under Trust No. 106760-0  
33 North LaSalle Street, Room 1810  
Chicago, Illinois 60602  
Attention: John Augustine,  
Authorized Agent for Process

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Chaucer Development Corp.  
c/o Its Registered Agent and President  
William Cocose  
445 East Ohio Street, Suite 420  
Chicago, Illinois 60611

Enterprise Savings Bank  
c/o Ken Amstutz  
Authorized Agent for Process  
200 South Wacker Drive  
Chicago, Illinois 60606

Connecticut Mutual Life Insurance Company  
c/o John Molyneaux  
Authorized Agent for Process  
10 South Riverside Drive, Suite 850  
Chicago, Illinois 60606

Continental Bank N.A.  
c/o Cecilia Kurtzweil  
Authorized Agent for Process  
231 South LaSalle Street  
Chicago, Illinois 60604

Britel Fund Trustees Limited  
c/o Heitman Advisory Corporation  
180 North LaSalle Street, Suite 3600  
Chicago, Illinois 60601  
Attention: Mr. Stephen Perlmutter

Harris Trust and Savings Bank  
c/o Michael Lafferty  
Authorized Agent for Process  
111 West Monroe Street, 11th Fl C  
Chicago, Illinois 60603

Possfund Custodian Trustee Limited  
c/o Heitman Advisory Corporation  
180 North LaSalle Street, Suite 3600  
Chicago, Illinois 60601  
Attention: Mr. Stephen Perlmutter

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9 0 5 1 4 7 3

Postal Properties Limited  
c/o Heitman Advisory Corporation  
180 North LaSalle Street, Suite 3600  
Chicago, Illinois 60601  
Attention: Mr. Stephen Perlmutter

Possfund Trustees Limited  
c/o Heitman Advisory Corporation  
180 North LaSalle Street, Suite 3600  
Chicago, Illinois 60601  
Attention: Mr. Stephen Perlmutter

Teachers Insurance and Annuity  
Association of America  
c/o Susan Hoppenwrath,  
Authorized Agent for Process  
200 North LaSalle Street, Suite 2450  
Chicago, Illinois 60601

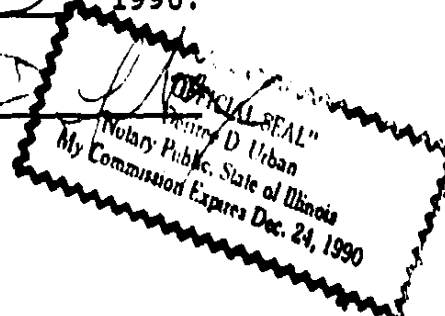
Postal-LW Corporation  
c/o Its Registered Agent  
Ernest Greenberger  
180 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601

BT-LW Corporation  
c/o Its Registered Agent  
Ernest Greenberger  
180 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601

*[Handwritten Signature]*  
County Clerk's Office

SUBSCRIBED AND SWORN to  
before me this 19<sup>th</sup> day  
of October 1990.

*[Handwritten Signature]*  
Notary Public



f:ecos1.cjs2

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Property of Cook County Clerk's Office



CHRISTOPHER SWEET  
c/o LEVENS TEAU + RESNIK  
350 W HUBBARD  
SUITE 300  
CHICAGO, IL. 60610