

UNOFFICIAL COPY

97727033

NOTICE AND CLAIM FOR MECHANIC'S LIEN

STATE OF ILLINOIS)

) SS

COUNTY OF *McHENRY*)

IN THE OFFICE OF
THE RECORDER
OF DEEDS OF
COOK COUNTY, ILLINOIS

. DEPT-01 RECORDING

\$32.50

. T45555 TRAN 7433 10/01/97 10:40:00

. \$3893 + VF # -97-727033

. COOK COUNTY RECORDER

NOTICE AND CLAIM FOR LIEN IN THE AMOUNT OF \$43,009.60

The claimant Service Construction, Inc. 103 Schelter Road, Lincolnshire, Illinois, of Lake County, Illinois, being a subcontractor for the construction project and the real estate described below hereby files and records a Notice and Claim for Lien against 644 West Arlington Place Condominium Association, unknown owners and non-record claimants, being persons having an interest in the following described real property commonly known as 644 West Arlington Place, Chicago, Illinois, and being legally described as:

Arlington Place Condominium being a part of Lot 43 in out lot "C" in Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, as delineated in a certain survey, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 25260188 together with its undivided percentage interest in the common elements.

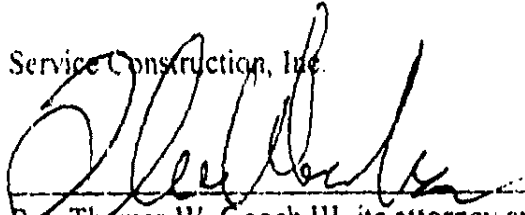
That on or about March 15, 1995, the aforesaid 644 West Arlington Place Condominium Association entered into a written contract with your claimant herein, Service Construction, Inc for construction work. A copy of said written contract is attached hereto as "Exhibit A", said contract being in the full amount of \$142,844.00, plus extras of \$5,522.30, said contract has been fully complied with by Claimant, the last day Claimant did substantial work on the premises, being August 8, 1997.

3760


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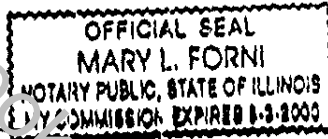
That the aforesaid owners are entitled to credits for payment on account in the amount of \$105,356.70, leaving due, unpaid, and owing to the Claimant after allowing all lawful credits, the sum of \$43,009.60 for which the Claimant claims a lien on said land and improvements and on the monies or other considerations due to or to become due from the owners under said contract.

Service Construction, Inc.


By: Thomas W. Gooch III, its attorney and agent

Subscribed and sworn to
before me this 9th day
of September 1997.


Notary Public



Prepared by:
Wysocki & Gooch
209 S. Main Street
Wauconda, Illinois 60084
847/526-0110



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the 15th day of March in the year of Nineteen Hundred and ninety-six

BETWEEN the Owner:
(Name and address)

644 West Arlington Place Condominium Association
644 West Arlington Place
Chicago, Illinois 60614

and the Contractor:
(Name and address)

Service Construction, Inc.
Paul R. Saydak
103 Scheffer Road
Lincolnshire, Illinois 60069

The Project is:
(Name and location)

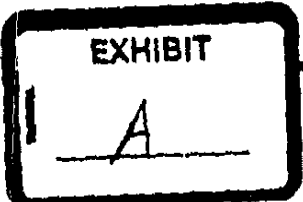
Roofing and Miscellaneous Work
at 644 West Arlington Place in Chicago, Illinois

The Architect is:
(Name and address)

Heitzman Architects
111 North Marion
Oak Park, Illinois 60301

The Owner and Contractor agree as set forth below.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

No exceptions

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below. A provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date to be fixed in Notice to Proceed.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than
(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

30 calendar days from the date of Issuance of the Authorization to Proceed.

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provision, if any, for liquidated damages relating to failure to complete on time.)

N/A

UNOFFICIAL COPY**ARTICLE 4
CONTRACT SUM**

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of One hundred forty-two thousand eight hundred and forty-four and no/100 -- Dollars (\$ 142,844.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount, or each and the unit unit worth that amount is valid.)

Alternate No. 1: Rooftop ventilation and air-conditioning system for hallway
Alternate No. 2: Rerail doors

4.3 Unit prices, if any, are as follows:

Drywall replacement beyond allowance: \$20.00 per square foot

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ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

See Supplementary Conditions, Article 9, page SC-18 and SC-19 for payment procedures.

5.3 Provided an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment to the Contractor not later than the _____ day of the _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than _____ days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of _____ percent (_____%). Pending final determination of cost to the Owner of changes in the Work amounts not in dispute may be included as provided in Subparagraph 5.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

5.6.2 Add that portion of the Contract Sum properly allocable to material and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of _____ percent (_____%).

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to _____ percent (_____% of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages specified in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

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ARTICLE 6 FINAL PAYMENT

Final payment, consisting of the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 1.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily involve final payment; and (2) a Final Certificate for Payment has been issued by the Architect, such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's Final Certificate for Payment, or as follows:

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ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
7.2 Payments due and unpaid under this Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Interest rate of interest agreed upon: none)

N/A

(Usury laws and requirements under the Federal Truth in Lending Act, various state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this section. Legal advice should be obtained with respect to deletion or modifications, and with regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

N/A

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.
8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
 - 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition
 - 9.1.2 The General Conditions are the General Conditions of the Contract For Construction, AIA Document A201, 1987 Edition
 - 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated October 9, 1995, and are as follows:

Document	Title	Pages
Supplementary Conditions		SC-1 to SC-26

- 9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Note: All the Specifications herein refer to work items as listed in the manual.)

Section	Title	Pages
06100	Rough Carpentry	1-6
07210	Building Insulation	1-3
07450	Siding	1-3
07530	Single Ply Membrane Roofing	1-7
07600	Flashing and Sheet Metal	1-3
07900	Joint Sealers	1-5
09900	Painting	1-12

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9.1.5 The Drawings are as follows, and are dated October 9, 1995 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
A-1	Mezzanine Level Roof Plan (Base Bid)	
A-2	Penthouse Roof Plan & Details (Base Bid)	
A-3	Details	
A-4	Details	
A-5	Basement Plan (Alternate No. 1)	
A-6	First, Second & Third Floor Plan (Alternate No. 1)	
A-7	Mezzanine Level Roof Plan (Alternate No. 1)	
A-8	Penthouse Roof Plan & Details (Alternate No. 1)	

9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum No. 1	October 18, 1995	1
Addendum No. 2	January 18, 1996	1-2
Addendum No. 3	February 14, 1996	1-2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are included as part of the Contract Documents. The General Conditions provide that listing requirements such as order sheets or invitation to bid, instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

None

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This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

David L. Dwyer, Pres.
(Signature)

CONTRACTOR

Paul R. Saydak Pres.
(Signature)

1344 West Arlington Place Condominium Association

(Printed name and title)

Paul R. Saydak, President

(Printed name and title)

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644 West Arlington Place Roofing & Miscellaneous Work

October 9, 1995

(I. ALTERNATES

The following amounts will be added to or subtracted from the base bid for Alternates as listed below.

Alternate	Addition	Deduction
Alternate No. 1: Provide rooftop ventilation & air conditioning system unit with ductwork and enclosures for hallway ventilation.	\$ 15,862.00	\$ _____
Alternate #2: Kerall doors	\$ 750.00	

(II. CONTRACT PRICE BREAKDOWN

The undersigned has included in the Base Bid the following amounts for the portions of the work listed below as indicated on the drawings and as described in the applicable sections of the Specifications. These values are furnished for budgetary purposes only and will have no bearing on the award of the Contract. NOTE THAT the total of all items in the following Contract Price Breakdown equals the Base Bid sum.

Description of Work	Amount included in Base Bid
1. Demolition	\$ 1,750.00
2. Rough Carpentry work	\$ _____
3. Roofing, Insulation & Flashing	\$ 22,600.00
5. Rubber Roof Covers	\$ 26,550.00
6. Aluminum Siding	\$ 2,080.00
7. Finished Carpentry, Doors & Hardware & Freight	\$ 19,947.00
8. Fireplace flue extensions & enclosures	\$ 2,725.00
9. General Conditions	\$ 600.00

The undersigned agrees, prior to award of contract and upon request of the Architect, to submit a complete 'Contract Price Breakdown' including both these items listed above, as well as a breakdown by trades showing the amount allocated to the various trades, subcontractors, and the General Contractor's work, including costs related to General Conditions, aggregating the total sum of the Contract.

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644 West Arlington Place Roofing & Miscellaneous Work

October 9, 1995

IV. ACCEPTANCE OF PROPOSAL

The undersigned agrees that this Proposal, if among the three lowest, may be held by the Owner for a period not exceeding sixty (60) days from the date stated for opening of the bids.

If written notice of the acceptance of this bid is mailed or delivered to the Undersigned within the time noted above, after the date of opening of the bids, or at any time thereafter before this bid is withdrawn, the Undersigned agrees that he will execute and deliver a construction contract on a standard AIA Form A101 in accordance with the bid and alternates as accepted.

It is understood and agreed that the Owner reserves the right to award the contract to its best interests, to reject any or all bids, to waive any informalities in bidding, and to hold all bids for the period noted above.

V. TIME FOR COMPLETION OF THE WORK

The Undersigned agrees, if awarded the Contract, to commence work within a week from the date of the 'Authorization to Proceed' is issued.

and complete the work within 30 calendar days from the date of issuance of the 'Authorization to Proceed' unless unforeseen conditions arise during construction at which time the date for completion will be revised by Change Order with agreement by the Owner after consultation with the Architect.

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644 West Arlington Place Roofing & Miscellaneous Work

October 9, 1995

VI. SIGNATURE OF BIDDER

If submitted by an individual, partnership or non-incorporated organization:

Bidder (Firm name): _____

By: _____

Title: _____

Business Address: _____

Dated: _____

If submitted by a corporation:

Bidder (Firm name): SZVIG Construction Inc.

By: Paul R Saydak

Title: PRESIDENT

Business Address: 103 Schelter Rd
Lincolnshire, Ill 60069

State of Incorporation: ILLINOIS

Names and Addresses of Officers:

President: Paul R Saydak

Business Address: 103 Schelter Rd

Secretary: Frank Kuederfer

Business Address: 103 Schelter Rd

Treasurer: George Kressowski

Business Address: 103 Schelter Rd

Date: 10-31-95

END OF PROPOSAL FORM

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Service Construction Inc.

Contractor-Builder

Commercial-Industrial-Residential

640 West Arlington Place
Chicago, Illinois

SPEC

Bottom row of aluminum siding to be installed with exposed fasteners.
Plumbing stack to be relocated using schedule 40 PVC.
Flag pole, light fixtures, and exhaust fan mounted on aluminum clad treated wood blocking.
Plumbing stacks to be extended using neoprene furnace couplings and piece of pipe.
Quote contains 200 sq. ft. of ceiling drywall to be removed and replaced.
Will not be responsible for condition of wall paper to be removed and reinstalled (will be removed as carefully as possible).
No painting or decorating of exterior wood trim or doors.
Doors to be cut down but not rerailed.
All material warranties are to the extent of the manufacturers warranties.
No performance or payment bond in quote, can be supplied for a fee of 3.35% of job cost.
Quoted using double wall pipe to extend fireplace chimney at fourth floor roof area (six extensions total).

ALLOYMENT

\$125.00 Per storm door.

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H E I T Z M A N
A R C H I T E C T S

111 NORTH MARION STREET
OAK PARK, ILLINOIS 60301
(708) 418-8144

February 14, 1996

Paul Snyder
Service Construction Company
103 Schaller Road
Lincolnshire, Illinois 60069

120,852	BASE BID
15,862	ALT. 1 HVAC
750	ALT. 2 PAINT DME
750	ADDENDUM B PAINTING
138,214	sub total
4,630	BODA
\$142,844	TOTAL BID

Re: 644 West Arlington Place Roofing Agreement
S404-L19.WPD

via FAX

Dear Paul:

Enclosed is a copy of the Agreement between Owner and Contractor for the above-referenced project. I have included in the agreement the rooftop hallway ventilating and air-conditioning system alternate and Service Construction's exterior skylight recycling alternate.

In addition, we will need to change the contract sum and include an additional Addendum No. 2 which is attached. Please submit a proposal for the work described in that addendum.

I would also like for you to establish a unit cost for drywall replacement in the apartments, to be used in the event that more than the 200 square feet allowance is necessary.

The association annual meeting is on February 20. I would appreciate it if you could put together the proposal before then so I could present the total contract cost to the members.

Sincerely,

Frank E. Heitzman

Frank E. Heitzman, AIA

/s/

cc: Linda Serpe w/att. via mail

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844 WEST ARLINGTON PLACE

October 18, 1995

ADDENDUM NO. 1

October 18, 1995

REVISIONS TO CONTRACT DOCUMENTS

FOR

**844 WEST ARLINGTON PLACE
ROOFING AND MISCELLANEOUS WORK.****HEITZMAN ARCHITECTS
111 NORTH MARION STREET
OAK PARK, ILLINOIS 60301
(708) 848-8844
FAX (708) 848-8845**

This Addendum forms a part of the Contract Documents for the above named project and contains revisions to:

INSTRUCTIONS TO BIDDERS

Page IB-1, third paragraph, revise to first sentence to read as follows:

"Submit written proposals to the Owner on or before 2:00 p.m. local time on Tuesday, October 31, 1995 at the office of Heltzman Architects, 111 North Marion Street, Oak Park, Illinois at which time and date they will be privately opened."

ADDENDUM NO. 1 -- PAGE 1

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644 WEST ARLINGTON PLACE

January 18, 1998

ADDENDUM NO. 2

January 18, 1998

REVISIONS TO CONTRACT DOCUMENTS

FOR

644 WEST ARLINGTON PLACE
ROOFING AND MISCELLANEOUS WORKHEITZMAN ARCHITECTS
111 NORTH MARION STREET
OAK PARK, ILLINOIS 60301
(708) 848-8844
FAX (708) 848-9845

This Addendum forms a part of the Contract Documents for the above-named project and contains revisions to:

SPECIFICATIONS

Page SW-1, Scope of Work Base Bid, Paragraph 3. Add the following sentence: "Allowance includes 200 square feet of ceiling drywall to be removed and replaced."

Page SW-1, Scope of Work Base Bid, Paragraph 4. Add the following sentence: "Bottom row of aluminum siding to be installed with exposed fasteners."

ADDENDUM NO. 2 - Page 1

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644 WEST ARLINGTON PLACE

January 18, 1996

Page SW-1, Scope of Work Base Bid, Paragraph 6. Add the following sentence:
"Provide allowance of \$125.00 per storm door."

Page SW-1, Scope of Work Base Bid, Paragraph 7. Add the following sentence: "Doors shall be rerailed."

Page SW-2, Scope of Work Base Bid, Paragraph 13. Add the following sentence:
"Plumbing vent stacks to be extended using neoprene furnace couplings and piece of pipe."

Page SW-2, Scope of Work Base Bid, Paragraph 14. Add the following sentence:
"Plumbing Vent stack to be relocated using Schedule 40 PVC."

Page SW-3, Scope of Work Base Bid, Paragraph 31. Add the following sentence: "Flag pole, light fixtures, and exhaust fan shall be mounted on aluminum clad treated wood blocking."

Page SW-3, Scope of Work Base Bid, Paragraph 34. Add the following sentence:
"Painting of exterior wood doors and trim is not included in the Scope of Work."

Page SW-4, Scope of Work Alternate No. 1, Paragraph 1. Add the following sentence:
"Contractor shall remove existing vinyl wall covering as carefully as possible for patching finish after ducts have been installed, but Contractor will not be held unreasonably responsible for condition of wall covering after removal."

End of Addendum No. 2

ADDENDUM NO. 2 -- PAGE 2

644 WEST ARLINGTON PLACE

February 14, 1996

ADDENDUM NO. 3

February 14, 1996

REVISIONS TO CONTRACT DOCUMENTS

FOR

644 WEST ARLINGTON PLACE
ROOFING AND MISCELLANEOUS WORK

HEITZMAN ARCHITECTS
111 NORTH MARION STREET
OAK PARK, ILLINOIS 60301
(708) 646-8844
FAX (708) 646-8845

This Addendum forms a part of the Contract Documents for the above-named project and contains revisions to:

SUPPLEMENTARY CONDITIONS

Supplementary Conditions, page SC-25. Add the following paragraph at the top of the page:

*Add the following new paragraph after 11.4.2:

11.4.3. Contractor shall provide the Owner with a Performance and Labor and Material Payment bond for the full amount of the contract sum prior to execution of the work.

SPECIFICATIONS

Page SW-3, Scope of Work Base Bid, Paragraph 34. Add the following sentence: "All painting of exterior wood doors and trim shall be included in the scope of work."

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644 WEST ARLINGTON PLACE

February 14, 1996

Refer to Addendum, page 2. Delete the following paragraph: "Page SW-3, Scope of Work Base Bid, Paragraph 34. Add the following sentence: 'Painting of exterior wood doors and trim is not included in the Scope of Work.' "

DRAWINGS:

Refer to Drawing Sheet A-3. Revise detail to substitute 18 ga. galvanized metal for .032 aluminum counterflashing

End of Addendum No. 3

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