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1999-01-05 15:35:58  
Cook County Recorder 26.50

STATE OF ILLINOIS )  
                          )ss.  
COUNTY OF COOK )

**GENERAL  
CONTRACTOR'S  
CLAIM FOR  
MECHANICS LIEN**

The claimant, Poulos, Inc., an Illinois corporation (Claimant), with an address at 735 South Laramie, Chicago, Illinois, hereby files its General Contractor's Claim for Mechanic's Lien on the Real Estate (as hereinafter described) and against the interest of the following entity in the Real Estate (Owner):

**Creative Designs, L.L.C.**

and any person claiming an interest in the Real Estate (as hereinafter described) by, through, or under the Owner.

Claimant states as follows:

1. On May 26, 1998, and subsequently, Owner owned fee simple title to the real estate (including all land and improvements thereon) in Cook County, Illinois, commonly known as 1207 North Astor, City of Chicago, County of Cook, State of Illinois 60610 and legally described as follows on Exhibit "A" attached hereto.

Permanent Index Numbers: 17-03-113-004, 17-03-113-005

2. Claimant made a contract (Contract) dated May 26, 1998, with Owner, under which Claimant agreed to provide to said Owner general construction and construction management services for the remodeling of the building, for the sum of \$448,000.00. A copy of the contract is attached hereto as Exhibit "B".

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3. Claimant furnished extra and additional labor and material on said premises for the agreed sum of \$254,835.38 at the special instance and request of Owner.

4. Claimant last performed work under the Contract on the property on October 12, 1998.

5. The Owner is entitled to receive credits on account of the above in the sum of \$295,431.75.

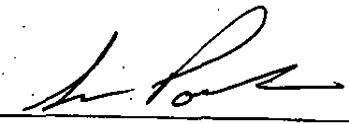
6. As of the date hereof, there is due, unpaid, and owing to Claimant, after allowing all credits, the principal sum of \$110,260.25, which principal amount bears interest at the statutory rate of 10 percent per annum. Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the amount of \$110,260.25, plus interest.

Property of Cook County Clerk's Office

**99005843**

Dated: December 29, 1998

POULOS, INC.

By   
Its President

TEWS, THEISEN & THEISEN  
One North LaSalle, Suite 3000  
Chicago, IL 60602  
(312) 782-7320  
Atty. No. 09912



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## VERIFICATION BY AFFIDAVIT

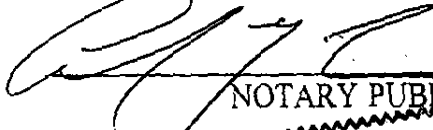
STATE OF ILLINOIS     )  
   )     ss.  
 COUNTY OF COOK     )

Spero Poulos being first duly sworn on oath, deposes and states, that he is President of Poulos, Inc., the lien claimant; that he has read the above and foregoing lien claim; that he has knowledge of the contents thereof, and that the same is true.

  
 \_\_\_\_\_  
 Spero Poulos

SUBSCRIBED AND SWORN to before me this

29<sup>th</sup> day of Sept, 1998.



NOTARY PUBLIC  
 OFFICIAL SEAL  
 COLIN G LAWLER  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES: 10/04/00

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## CERTIFICATE OF SERVICE

I, the undersigned, served this Original Contractor's Claim for Mechanic's Lien by Certified Mail, return receipt requested, delivery restricted to addressee only, on the following:

Creative Designs, L.L.C.  
47 W. Division Street  
Suite 233  
Chicago, IL 60610  
ATTENTION: MS. DEE TAYLOR

Creative Designs, L.L.C.  
1207 N. Astor  
Chicago, IL 60610  
ATTENTION: MS. DEE TAYLOR

this 5th day of January, 1999.

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be the name of the undersigned.

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Property: 1207 N. Astor, Chicago, IL 60610 County: Cook

**Legal Description:** That part of the South 15.88 feet of Lot 12, and all that part of Lot 13 in Block 9 in H. O. Stone's Subdivision of Astor's Addition to Chicago in Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at a point which is 15.88 feet North of the South line of said Lot 12; thence Southerly along the Easterly line of said Lots 12 and 13 a distance of 29.58 feet; thence West parallel to the North line of said Lot 12, a distance of 62.44 feet; thence North perpendicular to the last described line, a distance of 2.10 feet; thence West along a line parallel to the North line of said Lot 12, a distance of 42.92 feet to the intersection with the Easterly right of way line of Astor Street; thence Northerly along the Easterly right of way line of Astor Street, a distance of 27.70 feet; thence East along a line parallel with the North line of said Lot 12, a distance of 107.23 feet to the point of beginning.

Permanent Index Number(s): 17-03-113-004 and 17-03-113-005

Property of Cook County Clerk's Office

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EXHIBIT "A"

**UNOFFICIAL COPY**

INCORPORATED  
CONSTRUCTION  
COMPANY

**CONSTRUCTION AGREEMENT**

**THIS AGREEMENT**, made and entered into this 26 day of May, 1998, by and between Creative Design L.L.C. (hereinafter referred to as Owner) and POULOS, Inc. Construction Co., as general contractor, an Illinois corporation, 735 S. Laramie Avenue, Chicago, Illinois 60644 (hereinafter referred to as Contractor). Project address 1207 North Astor, Chicago, Illinois 60610.

**ARTICLE I  
PROJECT**

Contractor shall perform all of the work and supply all material necessary to complete the job, based upon the drawings by owner and/or specifications provided by Owner, set forth in Exhibit A, attached hereto and made a part of this Agreement.

The work set forth in Exhibit A shall be completed in its entirety in turn key finish, including any modifications or changes as hereinafter authorized, and referred to as Project and performed at 1207 North Astor, Chicago, Illinois 60610. Project number (312) 657-5009 pager.

**ARTICLE II  
TIME OF COMMENCEMENT AND COMPLETION**

The Project shall be commenced on or about June 8, 1998, and substantially completed within 120 days thereafter except as may be extended as hereinafter set forth or due to the permit approval.

**ARTICLE III  
CONTRACT SUM**

Owner shall pay Contractor for the Project, subject to additions and deductions by Change Orders as provided hereafter, the Contract Sum of **FOUR HUNDRED FORTY EIGHT THOUSAND DOLLARS**  
(\$448,000.00).

**ARTICLE IV  
PROGRESS PAYMENTS**

A. Contractor shall receive payments on the Contract Sum as follows:

1. 10% down payment upon execution of contract.
2. Progress payments every two weeks for work completed.
3. 10% balance due upon completion.

B. The final payment shall not become due until Contractor submits to the Owner a Contractor's Statement and accompanying Subcontractors Waivers of Lien.

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735 SOUTH LARAMIE AVENUE CHICAGO, IL 60644-5224  
PHONE: (773) 626-8600 FAX: (773) 626-8646

EXHIBIT "B"

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## ARTICLE V CONTRACTOR'S DUTIES

A. Contractor and architect shall supervise and direct work, using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, contractor is responsible for sequences and procedures and for coordinating all portions of the Project under this Agreement.

B. Contractor warrants to Owner that all materials and equipment incorporated in the Project will be new unless otherwise specified, and that all work connected with Project will be of good quality, free from faults and defects and in conformance with all specifications and/or drawings including modifications, if any, set forth in Exhibit A.

C. Architect and Poulos shall be exclusively responsible for determining whether the project conforms with all local zoning requirements, building laws, building and set back requirements.

## ARTICLE VI CONTRACTORS

Contractor with owner's approval may retain the services of subcontractors to perform any or all of the work connected with Project.

## ARTICLE VII INSURANCE

A. Contractor will purchase and maintain only his liability and worker's compensation insurance adding, owner and architect as additional insured and submit a certificate of Insurance to the owner as proof.

## ARTICLE VIII CHANGES IN PROJECT

### A. CHANGE ORDER

1. A Change Order is a written order to the Contractor which is signed by Owner and his architect, if any, and is issued after the execution of Contract authorizing a change in Project or an adjustment in the contract sum or contract time.

2. The cost or credit to Owner resulting from a change in Project shall be determined by a mutual acceptance of a stipulated sum.

### B. CONCEALED OR NONCONFORMING CONDITIONS

Unless specifically stated in this contract, Owner promises to remove any shrubs, flowers, trees and roots, decking, or personal property which would hinder the work of Contractor or might be damaged thereby. Contractor is not responsible for damage to landscaping caused by normal work procedures.

## ARTICLE IX TERMINATION OF PROJECT

A. Poulos must pay all outstanding bills and submit monthly waiver and perform all work with the above work, owner can terminate contract upon 3 days written notice.

B. Owner has not made payment to general contractor, Poulos may, upon seven days written notice to Owner, terminate this agreement and recover from Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery.

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## ARTICLE X MISCELLANEOUS PROVISIONS

### A. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Illinois.

### B. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual.

### C. ENTIRE AGREEMENT

This Agreement represents the entire agreement and understanding of the parties hereto and all prior concurrent agreements, understandings, representations and warranties, whether written or oral, in regard to the subject matter hereof and have been merged herein.

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## Exhibit A Revised Proposal

May 26, 1998

Creative Design L.L.C.  
47 West Division Street  
Suite 233  
Chicago, Illinois 60610  
Attn: Ms. Dee Taylor

Project: **Rehabilitation of Residence**  
1207 North Astor  
Chicago, Illinois

Architect: Kellermeyer Godfryt Hart  
8725 West Higgins Rd.  
Chicago, Illinois 60631

We as contractors having familiarized ourselves with local conditions affecting the work, I hereby propose to perform everything required to be performed and to provide all of the labor, materials, and other necessary equipment and transportation and services necessary to perform and complete the proposed work, all in accordance with the description listed below as per the drawings and specifications prepared by Kellermeyer Godfryt Hart  
Dated: March 19, 1998, revised April 27, 1998.

1.) Demolition work, removal and disposed of all construction debris off site.	21,300.00
2.) Concrete work, misc. metals	24,280.00
3.) Floor Farming, Carpentry work, Studs, Stairs, Drywall Painting. Final cleaning, shoring, temporary fencing.	202,523.00
4.) Trim work, Base and Doors Trims.	27,625.00
5.) Windows, Repair, Trim work, Prep.	26,450.00
6.) Floors, Leveling, Wood Floors & Marble Floors in bathroom areas	59,900.00
7.) Superintendent	19,200.00
8.) Misc. Work	22,122.00

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9.) Coach House	32,800.00
10.) Passway	10,800.00
<b>Base Bid Total:</b>	<b>448,000.00</b>

**Exclusions:**

New doors, masonry, plumbing, H.V.A.C., plumbing fixtures, roofing, phone lines, landscaping, rot iron fence, parapet wall, metal coping, note on drawings removal all plaster and lath on third floor, note on drawings removal of all plaster, drywall and lath on 2nd floor, elevator and elevator interior doors, stones, tuckpointing, masonry sidewalk, gas work, hardware, intercom system and storm window. Cabinets, marble tops, granite tops, bathroom finish items, carpeting, general building permit and fees.

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Allowance for marble tops and granite tops, if Poulos is requested to provide. \$170.00 per lineal foot, for labor and material.

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## **Revised Proposal Detail Break Down**

May 26, 1998

Creative Design L.L.C.  
47 West Division Street  
Suite 233  
Chicago, Illinois 60610  
Attn: Ms. Dee Taylor

Project: **Rehabilitation of Residence**  
1207 North Astor  
Chicago, Illinois

Architect: Kellermeyer Godfryt Hart  
8725 West Higgins Rd.  
Chicago, Illinois 60631

### **1.) Demolition:**

- A) Removal and disposal of all construction debris off site, including dumpster costs.
- B) Demolition of all walls indicated on drawings.
- C) Demolition of all concrete work, as per the drawings.
- D) Removal of all plaster wall, dry wall and plaster lath as required to complete work.
- E) Removal of all joist and floor areas indicated on the drawings.

### **2.) Concrete Work, Misc. Metals:**

- A) Installation of concrete work indicated on drawings.
- B) All miscellaneous steel work, railing, post, and beam as it relates to concrete and resupport work.
- C) All rebar required to resupport concrete areas.
- D) All vapor barring, expansion seal and all misc. items required to perform the concrete work.
- E) Installation of concrete sealer.
- F) Insulation, 4ft. wide under concrete slab.

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### 3) Floor Framing, Carpentry Work, Studs, Stairs, DryWall, Finish Painting, Final Cleaning, Shoring, Temporary Fencing, Roof Framing, and Roof Deck:

- A) Installation of new floor joist indicated on drawings and the wood subflooring.
- B) All wood studs and metal studs required to complete work indicated on drawing.
- C) Straightening of all the wall areas.
- D) Repairs and resupport stairs areas as required, detailing of missing items.
- E) Installation of elevator shaft and elevator closets and outside exterior elevator doors.
- F) Installation of drywall in all interior walls areas as required as per City requirements.
- G) Installation of sheetrock in all ceiling areas and all patch work.
- H) Taping and Sanding of all wall areas.
- I) Prime coat and 2-coats of Glidden finishing paint.
- J) Installation of new stair leading to basement areas, finished to match existing.
- K) All Misc. Support work for fixtures, appliances, all misc. Items.
- L) Construction of the new penthouse.
- M) Installation of insulation indicated on the drawings.
- N) Extend the Resupport of the wood joist area, by 3ft.
- O) Installation of the wood fences.
- P) New decorated light fixtures wells, replace existing damaged wells, 1st and 2nd floor total of nine-owner to select design pattern. Allowance of \$2700.00
- Q) Installation of marble and wood trim in the vestibule areas, chair rail, oak finish.
- R) Final cleaning, shoring, temporary fencing.
- S) Provide and install closet shelves.
- T) Sister joists in the kitchen floor.
- U) Installation of roof decking, new cricket nee wall, sister roof joist and plywood.

### 4) Trim Work, Base And Door Prep:

- A) Strip and prep. all trims base and doors for finish stain, all wood surfaces to be refinished.
- B) Base as required on lower level and damaged areas.
- C) Install simple crown molding in the basement and third floor per owner's approval.
- D) All wood to be stained per Architect's approval, color to be approved by owner.
- E) Chairrail, continue trim in rooms which had original trim and is missing.
- F) Kitchen area to receive matching crown molding.

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## 5.) Windows, Repairs, Trim Work, Prep:

- A) Rework all windows to make sure that the windows are working properly.
- B) Strip and prep all windows area for stain.
- C) Install new glass in all the window areas.
- D) Replace the bottom wood panel as required, and all wood that can't be repaired.
- E) Strip and prep all shutters areas for stain.

## 6) Floor, Leveling Wood:

- A) Level all floors indicated on drawings.
- B) Install new white oak wood flooring in all hallways areas, refinish existing flooring.
- C) Install new marble tile in all bathroom floor areas.
- D) Marble material allowance \$ 12.00 per sq. Ft.
- E) Marble labor allowance \$6.00 per sq. Ft.
- F) Wood floor materials allowance \$ 4.00 per sq. Ft.
- G) Wood floor labor allowance \$ 4.00 per sq. Ft.
- H) 3rd Floor will remain with subfloor only, ready for carpet installation, except hallways.
- I) Replace masonite flooring with plywood ready for carpet.
- J) 2nd floor wood flooring to be refinished, if floor can't be refinished install new wood floor.
- K) Floor patterns to be approved by owner.
- L) New floor in kitchen area.

## 7) Superintendent:

- A) Superintendent, Andrew Poulos will be on the job site daily. I will also be assisting the Superintendent in a project manager role.
- B) Poulos, Inc. will be the General Contractor on this project and will work with Owner to coordinate work crews.

## 8) Misc. Work:

- A) Grind even stone stoop..
- B) Rework front stair, strip top layer of concrete, and repair concrete finish.
- C) Installation of new marble tile and chair rail in the vestibule area.
- D) Install new concrete stairway leading to lower level.
- E) Install new entrance door way at the front entrance area lower level.
- F) Install new marble front to the existing fireplaces as required.
- G) Supply and install one new custom skylight.
- H) Replace mirrors first floor, at the windows areas.

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- I) Replace mirror above fireplace.
- J) Provide wood fence, South and North areas.
- K) Support lower level stairway areas, masonry block support and finished drywall.
- L) Install kitchen and bathroom cabinets and accessories.

9) Coach House:

- A) Drywall lower ceiling areas.
- B) Finish painting interior area (Glidden Paint) prime coat plus two finish coats of paint.
- C) Remove security screen and replace window glass areas except for door areas.
- D) Stain and refinish floor areas.
- E) Rework windows and doors to operate properly.
- F) Repair wall and ceiling areas.
- G) Provide new door openings at first floor.
- H) Prep. windows and beams for finish and stain as per owner's approval.

10) Passway:

- A) Provide passway to coach house from the kitchen area as indicated on drawings.

Acceptance of contract agreement pages 1 thru 9:

ACCEPTED:

Name: Creative Design L.L.C.

By: [Signature]

Title: PARTNER

Name: DAN TAYLOR

Address: 47 West Division Street  
Suite 233  
Chicago, Illinois 60610

ACCEPTED:

Poulos, Inc.

By: [Signature]

Title: President

Name: Spens Poulos

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