

GINA PIMENTAL
RECORDER

2024-030068

STATE OF INDIANA
LAKE COUNTY
RECORDED AS PRESENTED

3:47 PM 2024 Oct 16

State of Indiana

MECHANIC'S LIEN

STATE OF Indiana
COUNTY OF Lake

Notice is hereby given that this Mechanic's Lien, this "Lien", is filed as of the 16th day of October, 2024, (the "Effective Date"), by Fontaine Fontress [Claimant] located at 433 Van Buren St [Address], with the license number CL-746 issued on 11/1/2024 [Issue date] and expiring on 12/31/2024 [Expiry date], (the "Claimant"), claims a construction lien in sum of \$ 26,000 [Claim amount] for labor, services, materials, and/or equipment furnished for improvement to certain real property owned by Vernita Leslie & Broadway Area CDC (650 Grant St suite 4th Gary IN 46414 [Owner(s)] (collectively, the "Owner"), located at 1991 Jefferson St Gary, IN [Address including county], and with the legal description: Lot # 12 in Washington Manor-Unit 1, City of Gary recorded in Plat Book 90, pages 65 [Property legal description] (the "Property"). This Lien is claimed, separately and severally, as to both the buildings and improvements thereon, and the said land.

The Claimant and (Check one) the Owner Other: _____ entered into a contract on 12/9/2023 [Date] (attached hereto as Exhibit A) whereby the Claimant provided the following labor, services, materials and/or equipment at the Property (the "Work"): Framing, Siding, Roofing, Drywall, soffit, Window, Doors, curb cut, Deck Insulation [Contract description], for the total amount of \$ 26,000.00 [Contract price].

The first day of the Work on the Property by the Claimant was 12/9/2023 [Date].
The last day of the Work on the Property by the Claimant was 9/25/2024 [Date].
(the "Completion Date")

STATE OF Lake, IN
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me this 16th day of October, 2024, by Fontaine Fontress
Carmelita V Perry Carmelita V Perry
Notary Public's Signature Notary Name
Personally Known _____ OR
Type of Identification Produced Indiana Drivers License



Carmelita V Perry
NOTARY PUBLIC
Lake County, State of Indiana
Commission Number: 700721
My Commission Expires May 22, 2025

Fontress Fontress

\$25
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NOT AN OFFICIAL DOCUMENT

GENERAL CONTRACTOR AGREEMENT

THIS GENERAL CONTRACTOR AGREEMENT made this 9th day of December, 2023 by and between Broadway Area Community Development Corporation, an Indiana corporation, having an address of 2200 Grant Street, Suite 201, Gary, Indiana 46404, herein referred to as "Owner" and J & F General Contractors L.L.C., an Indiana limited liability company, having an address of 1133 Van Buren Street, Gary, Indiana. 46407, herein referred to as the "Contractor."

The parties agree as follows:

SECTION ONE PROJECT WORK

Contractor shall perform Work as defined herein at Washington Manor Subdivision located in Gary, Indiana, herein referred to as the "Project" for Owner. The Work shall be in accordance with the general conditions and supplementary general conditions of the contract between Owner and Contractor, all drawings and project manuals, any addenda issued prior to execution of this Contract, and alternates as prepared by Architect's Name, herein referred to as the "Architect", all of which general conditions, supplements to the general conditions of the contract between Owner and Contractor, supplements to the Owner and Contractor agreement, drawings and project manuals (hereinafter "Contract Documents"), form a part of this Contract. In the event of conflict between terms of the Contract Documents and this Contract, the terms of the Contract shall take precedence and govern the relationship between Owner and Contractor.

SECTION TWO SCOPE OF WORK

Contractor agrees to furnish all labor, materials, equipment, tools, scaffolding, hoisting, supervision, licenses and permits, clean-up, haul off of debris, and all other services necessary to timely and fully complete in a workmanlike manner all work in accordance with this Contract; Exhibit A - Contract General Conditions, and in compliance with the items more specifically described on Addendum 1 - State Specific Provisions, and on Attachment "A" - Scope of Work; Attachment "B" - General Provisions; Attachment "C" - Enumeration of Documents; Attachment "D" - Schedule; Attachment "E" - Insurance Conditions, and all work reasonably inferable therefrom as necessary to produce the results intended, collectively referred to as "Work."

SECTION THREE PAYMENT

Contract Price. In accordance with this Section, Owner agrees to pay Contractor for the performance of this Contract, the Contract Price of One Hundred and Seventy Three thousand Dollars (\$173,000.00.00), subject to additions and deductions for changes in the Work as agreed upon or determined, as herein provided. Partial payments will be made to Contractor each month in an amount equal to ninety percent (90%) of the value or that which is allowed by the governing law as enumerated in Addendum "1," computed on the basis of the quantity, as approved by Owner or Owner's representative, of the Work performed herein, less the aggregate of previous payments.

SECTION FOUR BONDS

Performance and/or Payment Bond. Contractor shall be required to provide a satisfactory performance bond in the amount of ~~-N/A-~~ (-N/A-%) of the Contract Price and a payment bond in the amount of ~~-N/A-~~ (-N/A-%) of the Contract Price from a bonding company with an A.M. Best rating of A or better; acceptable to Owner and holding a certificate of authority to transact surety business issued by the appropriate governmental agency where the Project is located, and any such bonds shall not be executed by an individual surety. All such bonds shall remain in effect from the date of Substantial Completion through and including the Warranty Period. The bonds are to be provided within seven (7) days from the date of this Contract in a form acceptable to Owner. If said bonds are not furnished within the time provided, Owner shall have

option to terminate the Contract. Owner reserves the right to demand a replacement bond or other security in the event: 1) the surety is deemed in rehabilitation or liquidation, or 2) if the A.M. Best rating of the surety drops by two or more degrees. The replacement bond shall have an A.M. Best rating of A or better, or alternate security may be provided at Owner's discretion in the form of a letter of credit from a secured financial institution.

**SECTION FIVE
NOTICE INFORMATION**

Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) delivered personally and to individuals executing this Contract at the address above, (ii) sent by certified mail, return receipt requested, postage prepaid, (iii) sent by overnight express mail, addressed as shown above, or to such other address as the party concerned may substitute by written notice to the other; and/or (iv) sent by electronic mail to the email address provided above, on Attachment "A", or as otherwise designated in writing. All notices personally delivered or sent by electronic mail shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on a date seven (7) days (excluding Sundays and Holidays) immediately following date of deposit in the U.S. Mail. Provided, however, the return receipt indicating the date upon which all notices were received shall be prima facie evidence that such notices were received on the date on the return receipt.

WHEREFORE, the parties have entered into this Contract as of the day and year first written above.

OWNER:

Broadway Area Community Development Corporation

By: Veruita Leslie

Its: Veruita Leslie Executive Director

Date: 12/9/2023

CONTRACTOR:

J & F General Contractors L.L.C.

By: Fantonia fantress

Its: Fantonia fantress

Date: 12/9/2023

INVOICE

Date October 14, 2024
 Invoice # 002
 3611 GLENDALE
 CONTRACTOR
 1153 Van Duren St
 Gary, IN 46407
 (219) 781-6008
 fontanefirens@jshoo.com

TO

Bradley Area CDA
 For 1591 Jefferson St
 Gary, IN

REF.	JOB	PAYMENT TERMS	DUE DATE
Fontane Firens	1991 Jefferson construction	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	For the completion framing house excluding pending header issue that was not allowed to install by owner including framing done to hide plumbing and lowering ceiling		
	For the completion of rear deck and removing all decking boards and re-installing closer together at CM request several months later		
	For completion of shingles including drip edge, ice shield, roofing paper and flashing		
	For completion of siding and soffits		
	For completion of exterior doors and windows including the removal of 3 headers and re-framing of openings to fit second set of poorly measured window openings		
	For the completion of 90% of insulation		
	For the completion of 70% of driveway form work		
	For curb cut		
	For completion of 50% of the drywall		
	For materials purchased due to moments when BACDC was unwilling to purchase needed materials (receipts attached) to move job forward		
SUBTOTAL			

Property of Lake County Recorder