

IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT – LAW DIVISION

LAURIE BAIN,)
)
Plaintiff)
)
vs.)
)
VERTEX ARCHITECTS, LLC,)
)
Defendant)

No.

2010L012695
CALENDAR/ROOM V
TIME 00:00
Breach of Contract

COMPLAINT AT LAW

Plaintiff, Laurie Bain, by her attorney Robert G. Higgins, complains against Defendant, Vertex Architects, LLC, and states as follows:

BACKGROUND APPLICABLE TO ALL COUNTS

1. Plaintiff Laurie Bain (“Bain”) is a resident of Chicago, Cook County, Illinois.
2. Defendant Vertex Architects, LLC (“Vertex”) is an Illinois limited liability company with its principal place of business in Chicago, Cook County, Illinois.
3. On or about July 14, 2009, Bain and Vertex executed and delivered a certain Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project (the “Architectural Contract”). A true and correct copy of the Architectural Contract is attached hereto as Exhibit “A.”
4. The Architectural Contract pertained to the reconstruction of a circa 1883 farm house owned by Bain and located at 5354 North Paulina in Chicago (the “Project”). The stated objective of the Architectural Contract was to “create a sustainable green modern single family home.”
5. On or about November 16, 2009, Bain and Vertex executed and delivered a certain Standard Form Agreement Between Owner and Contractor for a Residential or Small Commercial Project (the “Construction Contract”). A true and correct copy of the Construction Contract is attached hereto as Exhibit “B.”
6. The Construction Contract pertained to Phase I of the Project, defined in a scope of work dated November 16, 2009, a true and correct copy of which is attached hereto as Exhibit “C” (the “Scope of Work”).

7. Bain has paid to Vertex \$4,000.00 pursuant to the Architectural Contract, which is the entire amount of the Architectural Contract.

8. Bain has paid to or on behalf of Vertex the sum of \$191,224.00 pursuant to the Construction Contract.

**COUNT I – BREACH OF
ARCHITECTURAL CONTRACT**

1-8. Plaintiff realleges Paragraphs 1-8.

9. Vertex committed numerous breaches of the Architectural Contract in that it failed to provide architectural services for the Project in a manner consistent with locally accepted standards for professional skill and care.

10. Specifically, Vertex failed in its duties as architect for the Project in the following ways:

- (a) failed to administer the Contract such that there would, at all times, be sufficient electrical service so that work could progress. The Project was without electrical service from approximately March 29, 2010 to approximately July 15, 2010;
- (b) failed to diligently pursue and obtain for the Project certification from the USGBC LEED for Homes Program;
- (c) failed to provide proper administration of the Construction Contract, by failing to properly interpret the Contract Documents, failing to properly review and certify payments and failing to reject nonconforming work;
- (d) failed to specify on the construction drawings the following essential items:
 - (i) sufficient load bearing joists in the basement, under the fireplace, under the bathtub and shower in the Master bedroom and at the second floor stair opening
 - (ii) drain for washing machine
 - (iii) drain for shower in master bedroom
 - (iv) plumbing for main kitchen sink
 - (v) I-Beam in basement
 - (vi) arc-fault outlets for all bedroom locations
 - (vii) electrical load calculations
 - (viii) rough plumbing for a washer and dryer in the basement.

- (e) failed to properly design the exterior deck above the dining room so as to prevent ponding of water;
- (f) initially called for support columns in the basement and then abandoned the columns after Bain's own contractor performed excavation and construction, at Bain's expense, when it was determined that columns would be inadequate for support; and
- (g) failed to specify on the construction drawings that 200 Amps electrical service be utilized for the Project when good practice called for 200 Amps service.

11. Due to the aforesaid breaches of the Architectural Contract by Vertex, Bain has been required to expend large sums of money to render the Project habitable. The amounts expended or incurred by Bain are as follows:

- (a) to VFP Contractors, approximately \$45,000.00 through November 1, 2010, with additional amounts expected to be expended;
- (b) \$8,550.00 for rental property during the time that the Project was not habitable after the expected completion date (9 months @ \$950.00).

WHEREFORE, Plaintiff Laurie Bain, prays for judgment in her favor and against defendant Vertex Architects, LLC in such amount as shall be proven at trial, but in all events in excess of \$50,000.00, plus interest and the costs of this matter.

**COUNT II – BREACH OF
CONSTRUCTION CONTRACT**

1-8. Plaintiff realleges Paragraph 1-8.

9. Vertex committed numerous breaches of the Construction Contract in that it failed to timely complete the Project in a good and workmanlike manner.

10. Specifically, Vertex failed in its duties as General Contractor for the Project in the following ways:

- (a) failed to complete the project within 110 calendar days from November 11, 2009 as required by the Construction Contract;
- (b) failed to install a vent fan, and the infrastructure associated therewith, for the three bathrooms;
- (c) failed to install a drain for the washing machine in the basement;

- (d) failed to install a drain for the shower in the master bedroom;
- (e) failed to install rough plumbing for the main kitchen sink;
- (f) installed sewer, heat and conduit lines in the basement where an I-beam was required, forcing the subsequent removal and relocation of such sewer, heat and conduit lines;
- (g) failed to install two essential attic drains for the HVAC system;
- (h) failed to bolt together certain ceiling joists and failed to attach certain joists to the existing structure;
- (i) installed 100 Amps electrical service to the Project when good practice called for 200 Amps electrical service;
- (j) constructed the exterior deck above the dining room in such a fashion that water routinely ponded on the deck after a rainfall;
- (k) installed the HVAC system but failed to install the following necessary components: return vents, three (3) filters; three (3) manifolds; and three (3) thermostats;
- (l) installed smoke detectors but failed to wire them such that they would be co-incidental, in violation of good construction practices;
- (m) created an opening between the kitchen and living room, the width of which is less than is customary and acceptable according to good construction practices;
- (n) failed to televise the existing sewer line for possible damage before connecting additional lines;
- (o) failed to install an exterior drain using cast iron piping with clean outs as required by local ordinance and in accordance with good construction practices;
- (p) failed to install a basement floor drain as required by local ordinance and in accordance with good construction practices;
- (q) built framing for a first floor hallway that was not wide enough (less than 36") and not in conformance with local ordinances and good construction practices requiring that a staircase be rebuilt and a wall and door opening be reframed;

- (r) installed windows in rough openings unevenly, requiring re-installation;
- (s) failed to install rough plumbing in the basement for a washer and dryer; and
- (t) resigned, without notice, as the General Contractor on September 1, 2010, causing a Stop Work Order to be issued by the City of Chicago.

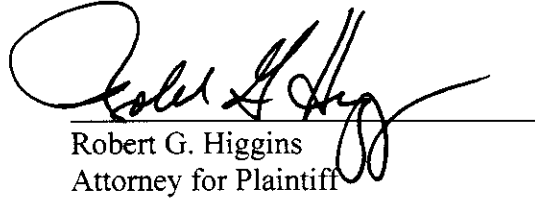
11. From approximately March 29, 2010 to approximately July 15, 2010, the Project was without electricity because of the failure of Vertex to properly and timely install the necessary electrical service. Contrary to good construction practices, Vertex disconnected the existing service without making firm arrangements for the installation of new service, thus unnecessarily leaving the Project without electricity. During this period, it was impossible for any significant work to be accomplished on the Project, thus delaying the completion of the Project.

12. Due to the aforesaid breaches of the Construction Contract by Vertex, Bain has incurred delay damages of \$200.00 per day for a period in excess of 200 days and has been required to expend large sums of money to render the Project habitable. The amounts expended or incurred by Bain are as follows:

- (a) to VFP Contractors, approximately \$45,000.00 through November 1, 2010 with additional amounts expected to be expended;
- (b) \$8,550.00 for rental property during the time that the Project was not habitable after the expected completion date (6 months @ \$950.00).

WHEREFORE, Plaintiff Laurie Bain, prays for judgment in her favor and against defendant Vertex Architects, LLC in an amount that exceeds \$40,000.00 for delay damages and in such additional amount as shall be proven at trial, but in all events in excess of \$50,000.00, for other contractual damages, plus interest and the costs of this matter.

November 4, 2010



Robert G. Higgins
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List of Exhibits

- A – Architectural Contract
- B – Construction Contract
- C – Scope of Work 11/16/09