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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

08/05/0086 28 001 Page 1 of 19  
2000-09-08 12:58:26  
Cook County Recorder 30.00



**SUBCONTRACTOR'S CLAIM FOR LIEN**

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

1. The undersigned lien claimant, McCauley Construction Corporation ("McCauley") 505 North LaSalle Street, Suite 200, Chicago, Illinois 60610, hereby records a claim for mechanics lien as stated below.

2. McCauley was a subcontractor of E.W. Corrigan Construction Co. ("Corrigan"), the general contractor, on a project commonly known as the Kinzie Park Tower, 501 North Clinton Street, Chicago, Illinois (the "Project"). Corrigan is the general contractor for the Project under Corrigan's contract with the Owner, Kinzie Park, L.L.C. or The Habitat Company as managing member of Habitat Kinzie Park, L.L.C. the managing member of Kinzie Park, L.L.C., or with the Owner's agent or with an entity that the Owner authorized or knowingly permitted to enter into the general contract.

3. McCauley entered into a written contract (the "Subcontract") with Corrigan dated February 19, 1999, a copy of which is attached hereto as Exhibit A. Pursuant to the Subcontract, McCauley agreed to provide the Cast-In-Place Concrete for an initial price of \$11,046,700. McCauley performed extra work in the amount of \$611, 801.70 bringing the total contract amount to \$11,658,501.70.

Return to Box 408 ATTN. M. DELK

4. McCauley performed its obligations under the subcontract, until the point when Corrigan materially breached the terms of the Subcontract. On June 26, 2000, as a result of Corrigan's continued breaches of contract, McCauley terminated the Subcontract and left the Project. Corrigan, however, has wrongfully failed and refused to pay the amounts due to McCauley under the Subcontract. Subsequent to Corrigan's breach, McCauley returned to the Project to remove materials and equipment, including the tower crane.

5. After allowing all credits, there is due McCauley as of August 23, 2000, the principal amount of \$1,844,039.80, for which McCauley claims a lien as described below. Interest and other amounts will continue to become due to McCauley in the future and McCauley reserves the right to add such amounts to its lien claim.

6. On or about January 1, 1999, and continuing thereafter, Kinzie Park, L.L.C was the Owner of fee simple title to, the agent of the Owner, or an entity authorized or knowingly permitted by the Owner to enter into contracts with respect to, the real estate (including all land and improvements thereon (the "Real Estate") in Cook County, Illinois commonly known as Kinzie Park Tower, 501 North Clinton, Chicago, Illinois and legally described as follows:

See Exhibit B

7. Owner, an agent of Owner, or an entity authorized or knowingly permitted by Owner entered into the general contract with Corrigan and the work performed by Corrigan and McCauley were performed and furnished with the knowledge and consent of Owner. Owner authorized or knowingly permitted Corrigan to enter into contracts for the improvement of the Real Estate, including the Subcontract.

8. McCauley has performed all obligations required of it under the Subcontract, except for those discharged by Corrigan's material breaches of the Subcontract.

9. As of August 23, 2000, there is due to McCauley, after allowing all credits, the principal amount of \$1,844,039.80 for which, with interest, McCauley claims a lien (a) against the Real Estate and (b) against the monies or other consideration due or to become due from Owner to Corrigan under any contract between Owner and Corrigan. McCauley reserves the right to add amounts to its lien claim that will become due from Corrigan in the future. McCauley also reserves the right to recover amounts from Corrigan that are not included in the amounts described in this Notice of Claim for Mechanics Lien.

Dated: September 8, 2000

McCAULEY CONSTRUCTION CORPORATION

By: Eamon McCauley

Name: EAMMON McCAULEY

Title: President

*This instrument was prepared  
by and after recording  
SHOULD BE RETURNED TO:*

**Kevin L. Kolton  
SCHIFF HARDIN & WAITE  
7200 SEARS TOWER  
CHICAGO, IL 60606**

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## AFFIDAVIT

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STATE OF ILLINOIS        )  
                                  )  
COUNTY OF COOK        )        SS

Eamonn McCauley, being first duly sworn, deposes and states that he is the President of McCauley Construction Corporation, that he is duly authorized to make this Affidavit on its behalf, that he has read the foregoing Subcontractor's Claim for Mechanics Lien, knows the contents thereof, and that the statements contained therein are true.

McCAULEY CONSTRUCTION CORPORATION

By: *Eamonn McCauley*  
Name: Eamonn McCauley  
Title: President

SUBSCRIBED AND SWORN  
to Before me this 8<sup>th</sup> day  
of September, 2000.

*Janet L. Pawlik*  
Notary Public



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E.W. Corrigan Construction Co.

SUBCONTRACT AGREEMENT

1900 Spring Road • Suite 201 • Oak Brook, Illinois 60523  
630/571-4755 • Fax: 630/571-4767

Subcontract No. 8 for

CAST-IN-PLACE CONCRETE

KINZIE PARK TOWER  
501 NORTH CLINTON STREET  
CHICAGO, ILLINOIS

Job No. 310

This Agreement made this 19th day of February in the year Nineteen Hundred Ninety-Nine by and between **MCCAULEY CONSTRUCTION CORP., 505 North LaSalle, Suite 200, Chicago, Illinois 60610,** hereinafter called the "Subcontractor," and E.W. Corrigan Construction Co., 1900 Spring Road, Suite 201, Oak Brook, Illinois 60523, hereinafter called the "Contractor".

WITNESSETH, That the Subcontractor and Contractor for the consideration hereinafter named agree as follows:

SECTION 1. The Subcontractor shall furnish all materials and perform all work described in Section 2. hereof, for the construction of a 34 story concrete frame building located at 501 N. Clinton Street in Chicago, Illinois containing 208 condominium units with full basement plus four parking levels with 268 stalls for Kinzie Park, L.L.C., c/o The Habitat Company, 350 West Hubbard Street, Suite 500, Chicago, Illinois 60610, hereinafter called the "Owner", in accordance with the Contract between the Owner and the Contractor dated October 28, 1998 and Change Order No. 1 dated March 12, 1999, hereinafter called the "Contract".

SECTION 2. The Subcontractor and the Contractor agree that the materials to be furnished and the work to be performed by the Subcontractor are:

All of Section 03300 Cast-In-Place Concrete all in accordance with the Contract Specifications.

This Subcontract specifically includes, but is not limited to the following:

1. Furnish and install all building superstructure (excluding foundations, slab on grade and concrete below first floor supported deck) concrete work including formwork, indicated and required including all columns, shear walls, shored slabs, drop panels; beams - interior, spandrel, upturn and bumper, shored stairs complete, curbs at ramps, mechanical equipment piers/pedestals, and mechanical/electrical equipment pads and tower crane foundation.
2. Provide concrete strength "puddling" work as required and as approved by the structural engineer.
3. Provide concrete ready-mix material in strict accordance with specification mix requirements; inclusive of air entrainment and water-cement ratio criteria. Furnish air-entrained, ACI water/cement ratio 0.40 specified strength concrete for all garage supported decks/beams. Provide necessary additives (ie: superplasticizer, non-chloride accelerator, corrosion-inhibiting admixture), load charges, winter service, cartage premiums and overtime deliveries as required.

(Rev 3/99)

EXHIBIT A

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- a. Edgeform deck box-outs: mechanical, rubbish chute, boiler flu, etc.  
(layout of openings by others)
  - b. Edgeforms for mech/elect. equipment pads.
  - c. Deck construction joints as indicated and required; including additional construction joint bulkhead at perimeter edge of tower floor deck plate and garage decks.
  - d. Furnish, layout and install masonry dovetail anchor slots at perimeter columns and beams faces of the facebrick clad tower and garage wall closure from 1st thru 5th levels as indicated and required.
  - e. Accept, distribute, layout and install steel shelf angle inserts, elevator divider beam embed setting plates, slab support angles, pier socket sleeves, balcony railing post sleeves, stair tread non-slip abrasive flat strip and other embedments as detailed. Material furnished by others.
  - f. Provide for reinforcing to pass through forms as required.
  - g. Forming of tower crane crane foundation pad.
  - h. Provide a slab perimeter deck work platform as required for work.
  - i. Slab top depressions (hanging bulkheads) as detailed and required.
  - j. All edgeforms, and/or pour bulkheads installed as deck progresses, as shown on structural drawings and Contractor "tower-up" first pour schedule and including but not limited to building expansion joints, construction joints, stair and elevator openings, mechanical duct (corridor make-up air; toilet, dryer, and kitchen exhaust, fan coil unit pipe chases, boiler flue and trash chute) openings.
  - k. Provide concrete beam "pipe" box-outs for typical floor corridor main sprinkler piping as indicated on fire protection drawings.
  - l. Safety railings as required by OSHA, on perimeter and interior stair and elevator openings on formed deck. Railings to be moved with formwork as it progresses.
5. Provide mud sills. Level and compacted subgrade (12" below slab top) by others.
6. Material for three typical tower floors (approximately 36,000 s.f.); and one garage floor plate (approximately 20,000 s.f.) to be provided when framing the garage decks begin approximately June 1, 1999. Furnish and install reshoring as specified and required.
7. All forms to be "tight" to prevent excessive leakage.
8. Forms shall be maintained and/or replaced to keep quality of finish acceptable to Contractor. All decks in M.D.O. plyform and exposed architectural rusticated perimeter tower columns and spandrel beam custom forms in steel and/or other material as approved by Contractor and Architect..
9. Plywood joints properly aligned in the same plane. Only minimal fin removal should be required by subcontractor after forms are stripped.
10. Rub and patch smooth exposed and architectural concrete surfaces as specified and Contractor accepted. Grind smooth and "box" concrete ceilings in exposed finish living occupied spaces only; in accordance with the room finish schedule.
11. Proper "weighting" of material to avoid material becoming "air-born".
12. Provide all layout work necessary for subcontract work; including elevation benchmarks, corners and column grid center lines. Provide a registered surveyor to check and provide written verification of required dimensioned (horizontal and center) and elevation height along with radius point locations of critical radius

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12. Provide all layout work necessary for subcontract work; including elevation benchmarks, corners and column grid center lines. Provide a registered surveyor to check and provide written verification of required dimensioned (horizontal and center) and elevation height along with radius point locations of critical radius spandrel and column south tower elevation architectural concrete. This surveyor service is to be provided every third floor (starting at level 5) to the tower top level (level 35).

13. Furnish and install complete all plain reinforcing bars as specified and drawing indicated; including all associated supports and accessories for bars. Masonry wall and Sitework reinforcing bars ~~are~~ NOT included.

14. Clean-up and remove debris and rubbish resulting from this Subcontract including cost of dumpsters. Rubbish dump boxes will be furnished by others. Deduct: \$11,700.00.

15. Provide all required and Contractor approved general, field and trade foreman supervisory personnel to assure schedule and high quality work. Provide traffic control flagman as necessary and Contractor directed for clear and unobstructed concrete materials delivery and equipment operation. Provide general manual street cleaning services as required and Contractor directed.

16. Furnish and install complete all required cold (winter) weather protection systems for concrete placement, including but not limited to perimeter and interior framing with enclosure, insul-tarp wrapping, heating equipment with accessories and hoses, and heating fuel. Provide all required layout, movement, maintenance and tending required during temporary heating operations. Included is a natural gas fuel cost Allowance of \$ 8,000.00 ; with final approved actual cost to be determined and variance to be handled on a change order basis. All temporary heating systems plans to be developed are to be reviewed and approved by Contractor prior to work.

17. Furnish and install complete all required concrete placement equipment including mobile truck mounted pumps (at garage levels; if necessary) and one Pecco free standing Tower Crane Model SK 225 including all associated taxes, licenses, permits fees and installation engineering costs, foundation pad anchor bolts, inboard and outboard freight costs, crane communication systems, equipment insurance rider, fulltime service technician assistance in all erection, climbs and dismantlement operations, monthly repair and service agreement charges, all operator and oiler operation costs including premium early morning, "work" lunch and jumps overtime labor costs as required. Temporary electric power feed, connection and power consumption costs by others.

18. DURING THE WORK OF THIS SUBCONTRACT Provide tower crane operation for other subcontractor's work including but not limited to crane lifts for materials and equipment cast in-deck (ie: plumbing prefab pipe stacks/hubs ("tree's"), electrical conduits and boxes, mechanical openings box-outs, etc.); to meet scheduled four (4) and three (3) day pour cycles. Also, provide crane operation time, as required and Contractor scheduled, to lift rooftop and penthouse mechanical equipment, elevator machinery and support beams, steel/stud penthouse framing, mechanical equipment beam grillage, steel stairs, equipment screening, and typical floor balcony railings to installation location.

19. Complete and submit for approval the following specified items (durations are from date of verbal award - 2/19/99).

A. Reinforcing steel shop drawings:

a. TOWER: First floor deck/beams

1.5 weeks

b. TOWER: Vertical shear wall and columns

1.5 weeks

subsequent floor deck and vertical shop drawings to follow every 3 to 4 working days thereafter.

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- c. Misc. columns and shored stairs. 4 weeks
- d. Tower/garage const. joint plan/details (tower up 1st) 1.5 weeks

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C. Concrete mix designs with test data. 1.5 weeks

D. Deck formwork "Composite Master Plan" with all specific grid and radius dimensions. 2 weeks

20. Schedule: Provide sufficient manpower, equipment and materials to complete the work as indicated. Durations are from work commencement.

	<u>TOWER</u>	<u>GARAGE</u>
	start 3/29/99	start 6/1/99
Mobilization	1 week	----
Level 1: slab/beams, shear walls and col's	2 weeks	2 weeks
Level 2: slab/beams, shear walls and col's	2 weeks	2 weeks
Level 3: slab/beams, shear walls and col's	2 weeks	2 weeks
Level 4: slab/beams, shear walls and col's	2 weeks	2 weeks
Level 5: slab/beams, shear walls and col's	3 weeks	2 weeks
Level 6: slab/beams, shear walls and col's	2 weeks	----
Level 7: slab/beams, shear walls and col's	1 week	----
Level 8: slab/beams, shear walls and col's	1 week	----
Level 9 thru 13: slab/beams, shear walls and col's	4 days/level	----
Level 14 thru 34: slab/beams, shear walls and col's	3 days/level	----
Level 35 (roof): slab/beams, shear walls and col's	4 days	----
PH roof & elv. slab: slab/beams, shear walls	6 days	----
Demobilization	2 weeks	----

24. A 100% performance and payment bond.

25. Insurance in accordance with the attached Exhibit "A".

EXCLUSIONS: Material testing services, sanitary facilities, temporary electric power and fuel consumption (except for Allowance), security/watchman service, material/personal hoist, site concrete work and rubbish chute.

(END OF SECTION 2.)

SECTION 3. The Drawings and Specifications included in and applicable to this Subcontract, as prepared by NAGLE HARTRAY DANKER KAGAN MCKAY ARCHITECT PLANNERS, LTD., ONE IBM PLAZA, SUITE 3401, CHICAGO, ILLINOIS 60611, hereinafter called the Architect, are as follows:

**Specification Project Manual** - dated 10/27/98; including  
Conditions of Contract  
Divisions 1 through 16 inclusive  
Addendum No. 1, dated 11/19/98  
Addendum No. 2, dated 11/23/98  
Addendum No. 3, dated 12/3/98  
Addendum No. 4, dated 2/1/99  
Addendum No. 5, dated 3/1/99

**Drawings:** all dated 2/5/99, unless noted otherwise, as listed on attached Exhibit C



Addendum No. 4, dated 2/1/99  
Addendum No. 5, dated 3/1/99

Drawings: all dated 2/5/99, unless noted otherwise, as listed on attached Exhibit C

SECTION 4. The Subcontractor agrees to prosecute his work in accordance with the Project Schedule requirements determined, and as revised from time to time, by the Contractor, the time of Subcontractor's performance hereunder being of the essence of this subcontract. Subcontractor acknowledges that it would serve Subcontractor's benefit and convenience to complete the work ahead of schedule, and Subcontractor accordingly agrees to keep pace with all reasonable accelerations of the Project Schedule, including additional charge for extra costs resulting therefrom, if any, including but not limited to overtime compensation. Also, in the Contractor's discretion, the Owner may occupy the premises prior to the above stated completion time for the Owner's intended purposes or to perform work therein. The Subcontractor will program his work to assure no interference with the Owner's operation:

SECTION 4A. EQUAL EMPLOYMENT OPPORTUNITY

To the extent required by law, Contractor and Subcontractor acknowledge and agree that the provisions of Chapter 60 of the Code of Federal Regulations and all other provisions required by the applicable codes, rules and regulations, Executive Orders and other official pronouncements of the United States of America and its instrumentalities are by this reference incorporated herein and made a part hereof. The provisions of 60-1.1(b) are as follows:

During the performance of this contract, the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and

orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in

federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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SECTION 5. The Contractor agrees to pay the Subcontractor for the performance of his work, the sum of **ELEVEN MILLION FORTY SIX THOUSAND SEVEN HUNDRED DOLLARS AND 00/100 (\$11,046,700.00)**, subject to additions and deductions for changes as may be approved in writing by the Contractor, payable in accordance with Section 6 hereof.

All subsequent amendments thereto 11-1-23-88

SECTION 6. The Contract and the Drawings and the Specifications, all of which form the Contract between the Owner and the Contractor, are by this reference incorporated herein and made a part hereof. The Contractor and Subcontractor agree to be bound by the terms of the Contract and the Drawings and Specifications, as far as applicable to this Subcontract and also by the following provisions:

The Subcontractor Agrees:

A. To be bound to the Contractor by the terms of the Contract and to assume toward him all the obligations and responsibilities that he, by those documents assumes toward the Owner.

B. To submit to the Contractor, applications for payment in triplicate, accompanied by such documents as may be required by the Contractor, Owner, Architect and Mortgagee, in such reasonable time as to enable the Contractor to apply for payment under the Contract; and if requested by Contractor, Subcontractor shall also submit, as a condition to the right to progress payments or final payment, written certification from any union having jurisdiction over the employees of Subcontractor or any Sub-subcontractor that any class of employees specified by Contractor, and their health, pension, welfare and other benefits have been paid currently.

C. That Subcontractor has received or had adequate access to the Contract and to all Contract Drawings and Specifications, and has thoroughly inspected and read them (including any provisions therein concerning the waivers of mechanic's liens) and will not make any claims of unfamiliarity with them. Subcontractor will procure or inspect, read, and be bound by all revisions to the Contract and Subcontract documents of which he is notified in writing by the Contractor.

D. To make all claims for extras, for extensions of time, and for damages, to the Contractor in the manner provided in the Contract for like claims by the Contractor upon the Owner, except that the time limit for making such claims is three (3) days from the date that the Subcontractor receives written instructions and/or drawings from the Contractor relating to such claims; provided that the Subcontractor agrees to make no claim for damages for delay in the performance of this Subcontract occasioned by any act or omission to act of the Contractor, the Owner, or any of their respective representatives, and Subcontractor agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein. Subcontractor also waives the relinquishes all claims and rights to receive impact damages, if any; Subcontractor hereby acknowledging that individually allowed claims for extras shall constitute full compensation to Subcontractor and satisfaction of all obligations for the express and consequential burdens upon the Subcontractor and all rights to compensation of Subcontractor for such extras. Subcontractor agrees that any claim resulting from oral or implied instructions by the Contractor, Architect, or Owner is not permitted and not payable under this Subcontract.

E. The compensation of Subcontractor for permitted extras shall not exceed 110% of allowed costs, unless such limitation is expressly waived by Contractor in writing at the time the extra is authorized. Allowed costs are specifically limited to the following, to the extent the same are directly consumed in providing the authorized extra: actual purchase price of the materials adjusted for discounts, rebates, freight and sales tax; the average per hour labor cost for contract work as used in the initial bid calculations (but not to exceed published U.S. Department of Labor prevailing wage standards in the area of the work) including direct impositions incurred for such items as fringe benefits, unemployment compensation and social security; and all cost for premiums for insurance and bonds required under the Subcontract and directly attributable to the change. Overhead costs, including but not limited to the cost of executives, project managers, estimators, accountants, lawyers, project superintendents, and general superintendents, are not allowed costs.

Subcontractor shall work and cooperate with Contractor to avoid constant submittal of change orders and requests for additional monies to cover costs of the base building work. Clarifications by the architect, engineers or owner, which delineate and describe in greater detail the work covered under the base contract shall not be deemed change orders. If such clarifications require additional work not previously described in the base contract documents, subcontractor, using his best efforts, shall work with Contractor to identify costs savings that would offset any cost increase resulting from the additional work. This approach to a no change base building contract cost shall not apply to Buyer requested changes and upgrades nor changes in project scope.

F. To obtain written approval of the Contractor for all Sub-Subcontractors and suppliers, provided that the approval of a Sub-subcontractor does not relieve Subcontractor of any responsibility for the strict compliance with all of Subcontractor's express and implied obligations under this Subcontract.

G. That he may be joined, as a third party, obligor or otherwise, in any arbitration proceedings (including multiparty arbitration) pending or initiated by Owner or Contractor for the settlement of disputes relating in whole or part to the performance or acts of

Subcontractor or the quality or quantity of work required or provided hereunder. Such arbitration may be conducted as provided in the Contract, and the decision of the arbitrators shall be binding upon Subcontractor and Contractor.

The Contractor shall pay the Subcontractor, upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's work. The Subcontractor shall make similar payments to Sub-subcontractors and material suppliers.

I. Subcontractor will not use Contractor's hoist, scaffolding or other equipment, if any, for the performance of its work, unless Contractor shall first grant permission to use same. If such permission is granted, the Subcontractor agrees that

(a) Subcontractor will indemnify and save the Contractor harmless from any loss, damage or expense, including attorneys' fees, for bodily injury or property damage caused by, arising out of or in connection with the use of the equipment by the agents, servants and employees of the Subcontractor, to the maximum extent permitted by law.

(b) Contractor does not make any representation as to the adequacy or safety of the equipment and the Subcontractor agrees that its use of the equipment is on an "as is" basis.

(c) While said equipment is being used by the Subcontractor and its agents, servants and employees, the Contractor will not have charge of or supervision over the equipment or of the work of the Subcontractor; and if the equipment is operated by the employees of the Contractor, whenever Subcontractor participates in directing the operation thereof, the Subcontractor assumes the risk and responsibility for the same and the acts and omissions of the operator, to the maximum extent permitted by law.

(d) Subcontractor shall provide insurance, including blanket contractual liability insurance as required by the Contractor, to provide protection to both the Contractor and the Subcontractor for bodily injury or property damage claims arising out of the use of the Contractor's equipment. Contractor shall be named as an additional insured under all policies of insurance required to be provided to Contractor hereunder.

(e) If the Subcontractor shall fail to comply with any of its undertakings hereunder or the schedules or terms and conditions of Contractor in connection with such equipment, Contractor may revoke the privilege of using the equipment or modify the terms or conditions of such use.

Contractor and Subcontractor Agree:

J. That nothing in this article shall create any obligation on the part of the Owner to pay or insure the payment of any sums to any Subcontractor.

K. That if there is a conflict between the Subcontract and the Contract, the most restrictive provisions will govern the Subcontractor.

SECTION 7. The Contractor agrees that the Subcontractor may inspect and read the Contract and the Drawings and Specifications, all of which form the Contract between the Contractor and the Owner, at the Contractor's office.

SECTION 8. The Subcontractor agrees not to assign nor hypothecate this Subcontract nor proceed herefrom, and that any attempt by him to assign the Subcontract shall at the election of Contractor, with or without notice, 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 Subcontract.

SECTION 9.

A. WARRANTY OF QUALITY. Subcontractor agrees and warrants that all materials provided by Subcontractor hereunder shall be merchantable, fit for their intended purpose, conforming to the requirements hereof (including the Contract, Drawings and Specifications) and applicable laws and regulations, and shall be of first grade quality, in addition to all warranties implied at law; and Subcontractor agrees and warrants that all labor and services provided shall be completed in a good and workmanlike manner.

B. CORRECTION OF WORK BEFORE FINAL PAYMENT. The Subcontractor shall promptly remove from the premises all work rejected by the Architect and/or Owner as failing to conform to the contract, whether incorporated or not, and the Subcontractor shall promptly replace and re-execute his own work in accordance with the Subcontract, without expense to the Contractor, and shall bear the expense of making good all work of others destroyed or damaged by such removal or replacement. If Subcontractor does not remove such rejected work within a reasonable time, fixed by written notice, the Contractor may remove it and may store the material at the expense of the Subcontractor. If the Subcontractor does not pay the expense of such removal within

(Rev. 2/99)

Page 7 \*\*\*Once the Owner has approved the reduction of Retainage as provided in the Contract (Sec 12.75) the Contractor shall authorize the return to Subcontractor of 50% of the retainage. The remaining 50% shall be paid to Subcontractor upon completion of the project pursuant to the terms of the Contract.

ten days' time thereafter, the Contractor may, upon ten days' written notice, sell such materials at auction or at private sales and shall account for the net proceeds thereof, after deducting all costs and expenses that should have been borne by the Subcontractor.

C. **CORRECTION OF WORK AFTER FINAL PAYMENT.** The Subcontractor shall remedy any defects due to faulty workmanship or materials and pay for any such damage to other work resulting therefrom, which shall appear within a period of one year from the date of final payment or from the date of the Owner's substantial occupancy of the project, or for such period as Contractor shall have guaranteed the work to Owner under the Contract, whichever is later, and in accordance with the terms of any special guarantees and extensions thereof provided in the Contract. Neither the foregoing nor any provisions of the Contract documents, nor any special guarantee time limit, shall be held to limit the Subcontractor's liability for defects to less than the legal limit of liability in accordance with applicable laws. The obligations of Subcontractor hereunder may be enforced by either Contractor or Owner.

D. **CONTRACTOR'S RIGHT TO DO WORK.** If the Subcontractor should neglect to prosecute the work properly, or fail to perform any provision of this Subcontract, the Contractor after three days' written notice to the Subcontractor may, without prejudice to any other remedy he may have, proceed in Contractor's discretion to revise, repair or re-execute the work, and may deduct the cost thereof from the payment then or thereafter due the Subcontractor.

E. **CONTRACTOR'S RIGHT TO TERMINATE CONTRACT.** If the Subcontractor commits an act of bankruptcy, or if he makes a general assignment for the benefit of his creditors, or if a receiver or trustee should be appointed to control the assets of the Subcontractor, or if he persistently or repeatedly refuses or fails, to supply enough properly skilled workman or proper materials, or if he fails to make prompt payment to Sub-subcontractors and material suppliers for material or labor, or persistently disregards laws, ordinances, or the instructions of the Contractor, or otherwise is guilty of substantial violation of any provision of the Subcontract the Subcontractor, then the Contractor, without prejudice to any right or remedy, and after giving the Subcontractor and his surety, if any, seven days' written notice, may terminate the employment of the Subcontractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Subcontractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed expenses for finishing the work and correcting or satisfying other defaults (including but not limited to compensation for overhead and additional architectural, managerial, legal and administrative services), such excess shall be paid to the Subcontractor. If such expenses shall exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor. Any default of the Subcontractor under any other Subcontract between this Subcontractor and the Contractor, will be a default by the Subcontractor under this Subcontract.

To the extent that provisions of the Contract provide rights or options to the Owner to amend, terminate or otherwise modify the terms and conditions of the Contract, Subcontractor hereby agrees that Contractor shall have the same rights and options to amend, terminate or otherwise modify the terms and conditions of this Subcontract.

**SECTION 10.** The Subcontractor agrees that the following work, in addition to the work otherwise covered by this Subcontract is included in this Subcontract:

- A. Protection of all other trades work from damage due to work include in this Subcontract.
- B. Protection from damage of all work included in this Subcontract until final acceptance by Owner.
- C. Removal from the jobsite of all rubbish and debris resulting from work included in this Subcontract. Cost of dumpsters by Contractor, unless noted otherwise in the Section 2. of this Subcontract.
- D. The amount listed in Section 5 herein, includes state sales and use taxes, and all excise and local taxes which may apply.
- E. Provide insurance covering his operations of the type and in the amounts specified on Exhibit "A" attached hereto, and if there are conflicting insurance requirements in the specifications, the most stringent insurance requirements will prevail.
- F. Comply with Exhibit "A" attached hereto, and if there are conflicting requirements in the specifications, the most stringent requirements will prevail.
- G. All labor, material and equipment necessary for unloading, storing, hoisting and distributing of all material and equipment included in this Subcontract. If Contractor shall provide any materials which are to be consumed, installed, or otherwise utilized by Subcontractor in connection with the work, Subcontractor shall promptly and efficiently receive, unload, distribute, account for and assume responsibility for such materials upon and after delivery thereof.

SECTION 11. The Subcontractor agrees that all prior written and oral negotiations have been merged into this Subcontract and the contract documents referred to herein (including the Contract with the Owner and the Drawings and Specifications); and this subcontract shall be binding upon and inure to the benefit of the Contractor, the Subcontractor and their permitted successors and assigns. Except as to rights specifically enforceable by Owner hereunder, the rights and obligations of this Contract are enforceable only by the parties hereto.

Delivery tickets and similar instruments signed by Contractor's personnel other than officers are effective only to acknowledge type and quantity received, all additional provisions on any such instruments being disclaimed and void.


SECTION 12. INDEMNITY. To the maximum extent permitted by law, Subcontractor shall defend and hold harmless the Contractor and the Owner of and from all claims, demands, penalties, judgment, liabilities, costs and expenses (including attorney's fees) arising out of or in connection with (a) any accident, injury or damage to persons or property resulting or alleged to have resulted from the acts or omissions of Subcontractor, its Subsubcontractors, agents and suppliers and the employees of any of them; (b) any actual or alleged violation of any code, ordinance, rule or regulation relating to Subcontractor's work hereunder; including but not limited to building and environmental contract requirements; (c) any debt or alleged debt of Subcontractor, or any of Subcontractor's material suppliers, workmen and Subsubcontractors for goods or services furnished in connection with the work hereunder or for compensation to employees (including health, pension, welfare, and other fringe benefits) for labor expended in connection with work hereunder; and (d) any actual or alleged patent infringement for any goods or device used in or supplied in connection with Subcontractor's work hereunder. Subcontractor shall provide contractual liability insurance satisfactory to Contractor, insuring Subcontractor's obligations under item (a) above. \*\*


SECTION 13. WAIVER OF LIMITS ON CONTRIBUTION. In any suit of claim in which the indemnities have a common liability with the Subcontractor, and where indemnification as provided in "SECTION 11. INDEMNITY" herein is held by statute of judicial decision to be unavailable, the Subcontractor expressly agrees to pay the indemnified parties the Subcontractor's full pro-rata share of the common liability. The Subcontractor expressly agrees that any performance bond or insurance provision of the procurement of insurance shall in no way limit its responsibility to compensate the indemnified parties as herein provided.

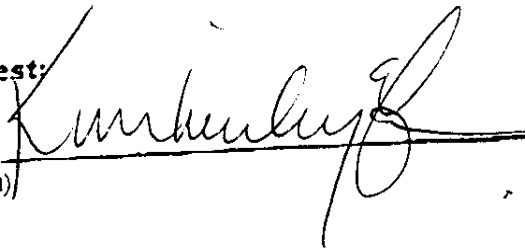
SECTION 14. NOTICES. Notice will be deemed to have been given if sent to either party by Certified U.S. Mail, return receipt requested, at the address for each first mentioned above. The effective date of a mailed notice shall be the date of mailing. Alternatively, notice will also be deemed to have been given if sent to either party by Facsimile Transmission. The effective date of the Transmission confirmation shall be the date of notice.

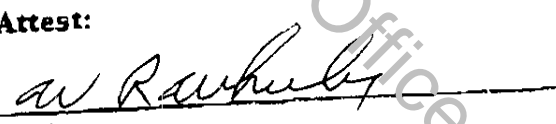
E.W. CORRIGAN CONSTRUCTION CO.  
1906 Spring Road, Suite 201  
Oak Brook, Illinois 60523

MCCAULEY CONSTRUCTION CORP.  
505 North LaSalle, Suite 200  
Chicago, Illinois 60610

  
By: William V. Nagy - President

By:   
EAMONN McCauley pres.

Attest:   
(Seal)

Attest:   
(Seal)

~~\*\* Contractor agrees to act reciprocally to Subcontractor with respect to this Indemnity provision.~~

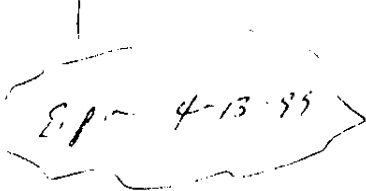


EXHIBIT A  
INSURANCE REQUIREMENTS  
KINZIE PARK TOWER

# UNOFFICIAL COPY

501 N. CLINTON, CHICAGO, ILLINOIS 60610

00698393

Prior to the start of work, the Subcontractor shall purchase and maintain, and require all sub-subcontractors to purchase and maintain, insurance of the following minimum types of coverage and limits of liability (requirements as set forth in the Contract documents, if greater or broader, will prevail and are available for review in our office):

**Workers' Compensation Insurance:**

- Illinois Statutory
- Employers Liability: \$500,000 Each accident  
\$500,000 Disease - Each employee  
\$500,000 Disease - Policy limit

**Commercial General Liability Insurance:** Full comprehensive general liability including XC&U protection, per project aggregate, and contractual liability coverage insuring to the fullest extent possible the indemnification agreement contracted herein, for the following minimum limits:

- \$2,000,000 General Aggregate
- \$1,000,000 Products / Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal / Advertising Injury

**Automobile Liability Insurance:** Comprehensive auto liability protection insuring owned, non-owned, and hired automobiles for the following minimum limits:

- \$1,000,000 Combined Single Limit

**Umbrella / Excess Liability Insurance:**

- \$5,000,000 Per Occurrence and Aggregate

**Additional Requirements:**

1. The following shall be named as primary and non-contributory additional insureds on all policies except the Workers' Compensation policy:

- a. Kinzie Park L.L.C., c/o The Habitat Company (owner and developer)
- b. The Habitat Company (managing agent)
- c. Enterprise Development Co. (developer)
- d. Nagle Hartray Danker Kagan McKay Architect Planners, LTD. (architect)
- e. Chris Stefanos Associates (structural engineer)
- f. GKC/EME, L.L.C. (consulting engineer)
- g. Erikson Engineering, Associates, LTD. (civil engineer)
- h. Joe Karr & Associates (landscape architect)
- i. LaSalle National Bank (lender)
- j. E.W. Corrigan Construction Co. (general contractor)

and all of the foregoing's successors, assigns, directors, officers, partners, agents and employees.

2. The Additional Insureds must be added to Commercial Liability CGL - Endorsements, Form B, CG 20 10 10 93, or comparable endorsement.
3. If primary and non-contributing additional insured wording is not available, a separate Owners' and Contractors' Protective Liability policy may be utilized. In this case the above must still be named as additional insured on the general liability policy.
4. The Workers' Compensation, General Liability, and Auto policies shall contain a waiver of subrogation in favor of all parties listed in Item 1. above.
5. All insurance policies shall contain a provision that the coverages afforded thereunder shall not be canceled or not renewed without at least thirty (30) days prior written notice.
6. All policies furnished by an insurance company or companies licensed to do business in the state in which the Subcontractor's work is being performed and which has or have a current Best's Rating of "A+ VII" or higher.
7. All materials, tools, and equipment owned by, or that which the subcontractor is responsible for, shall be the full responsibility

EXHIBIT A  
INSURANCE REQUIREMENTS  
KINZIE PARK TOWER

# UNOFFICIAL COPY

501 N. CLINTON, CHICAGO, ILLINOIS 60610

630) 782-1797  
00698393

Prior to the start of work, the Subcontractor shall purchase and maintain, and require all sub-subcontractors to purchase and maintain, insurance of the following minimum types of coverage and limits of liability (requirements as set forth in the Contract documents, if greater or broader, will prevail and are available for review in our office):

**Workers' Compensation Insurance:**

- Illinois Statutory
- Employers Liability: \$500,000 Each accident  
\$500,000 Disease - Each employee  
\$500,000 Disease - Policy limit

**Commercial General Liability Insurance:** Full comprehensive general liability including XC&U protection, per project aggregate, and contractual liability coverage insuring to the fullest extent possible the indemnification agreement contracted herein, for the following minimum limits:

- \$2,000,000 General Aggregate
- \$1,000,000 Products / Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal / Advertising Injury

**Automobile Liability Insurance:** Comprehensive auto liability protection insuring owned, non-owned, and hired automobiles for the following minimum limits:

- \$1,000,000 Combined Single Limit

**Umbrella / Excess Liability Insurance:**

- \$5,000,000 Per Occurrence and Aggregate

**Additional Requirements:**

1. The following shall be named as primary and non-contributory additional insureds on all policies except the Workers' Compensation policy:
  - a. Kinzie Park LLC, c/o The Habitat Company (owner and developer)
  - b. The Habitat Company (managing agent)
  - c. Enterprise Development Co. (developer)
  - d. Nagle Hartray Danker Kagan McKay Architect Planners, LTD. (architect)
  - e. Chris Stefanos Associates (structural engineer)
  - f. GKC/EME, L.L.C. (consulting engineer)
  - g. Erikson Engineering, Associates, LTD. (civil engineer)
  - h. Joe Karr & Associates (landscape architect)
  - i. LaSalle National Bank (lender)
  - j. E.W. Corrigan Construction Co. (general contractor)

and all of the foregoing's successors, assigns, directors, officers, partners, agents and employees.

2. The Additional Insureds must be added to Commercial Liability CGL - Endorsements, Form B, CG 20 10 10 93, or comparable endorsement.
3. If primary and non-contributing additional insured wording is not available, a separate Owners' and Contractors' Protective Liability policy may be utilized. In this case the above must still be named as additional insured on the general liability policy.
4. The Workers' Compensation, General Liability, and Auto policies shall contain a waiver of subrogation in favor of all parties listed in Item 1. above.
5. All insurance policies shall contain a provision that the coverages afforded thereunder shall not be canceled or not renewed without at least thirty (30) days prior written notice.
6. All policies furnished by an insurance company or companies licensed to do business in the state in which the Subcontractor's work is being performed and which has or have a current Best's Rating of "A+ VII" or higher.
7. All materials, tools, and equipment owned by, or that which the subcontractor is responsible for, shall be the full responsibility of and insured by the subcontractor.
8. Any deductibles under any policies maintained by the subcontractor shall be the sole responsibility of the subcontractor.
9. Failure to provide evidence of insurance before the start of work in no way will be deemed a waiver of the insurance requirements.

Unless permission has been secured from the Contractor's project superintendent, neither Subcontractor, its employees, nor its Sub-subcontractors, of any tier, shall use any of Contractor's tools, equipment, ladders, etc. Subcontractor's tools and equipment and the tools and equipment of its Sub-subcontractors, of any tier, shall have an identification tag or the name of Subcontractor or its Sub-subcontractors, of any tier, clearly visible on them when in use on the project site. Subcontractor's tools and equipment and the tools and equipment of its Sub-subcontractors, of any tier, that are defective are not permitted on the project site.

### Hazard Communication Standard

Subcontractor shall comply with the Hazard Communication Standard, 29CFR1926.59, as promulgated by OSHA and as amended from time to time. Subcontractor shall deliver to Contractor Material Safety Data Sheets for any hazardous chemicals brought to the site by Subcontractor or any of its Sub-subcontractors, of any tier. The Material Safety Data Sheets shall be supplied to the Contractor's project superintendent prior to the Subcontractor or its Sub-subcontractors, of any tier, bringing any hazardous chemicals to the site. Subcontractor's employees and its Sub-subcontractor's employees, of any tier, shall be advised by Subcontractors that Material Safety Data Sheets are on file for all hazardous chemicals brought on the site by the Subcontractor or Sub-subcontractors, of any tier. These Material Safety Data Sheets are available through request by Subcontractor's designated representative, who shall be identified to the Contractor prior to Subcontractor's entry to the site. If the Contractor requests Subcontractor's written Hazard Communication Program ("Program"), or the written Program of any of its Sub-subcontractors, of any tier, Subcontractor shall supply such Program. Contractor shall not, however, be responsible for approving any such Program and Contractor's acceptance of any such Program shall not constitute approval. The legal sufficiency of any such Program shall at all times be and remain the responsibility of Subcontractor.

### Safety Compliance

In the event Subcontractor, its employees, or its Sub-subcontractors, of any tier, fail to comply with any of Contractor's safety rules; Contractor's authorized personnel may, without prejudice to any other legal or contractual rights of Contractor, issue an order, verbally or in writing, stopping all or any part of the work being performed. Thereafter, resumption of work will be at the discretion of the Contractor's personnel who originated the order. Subcontractor shall make no claim for an extension of time or for compensation of damages in connection with the work stoppage. Any person who violates these safety rules may not be allowed back on the job. The Contractor's project superintendent has the authority to enforce all subcontract provisions relating to jobsite performance of safety obligations.

### Accidents

Subcontractor and its Sub-subcontractors, of any tier, shall, upon learning of an accident involving their employees on the project site, immediately notify the Contractor's project superintendent and within 48 hours shall provide written narrative documentation giving the full particulars, including witnesses, to the Contractor's project superintendent. The employer, whether Subcontractor or its Sub-subcontractor, of any tier, of an injured worker is fully responsible for obtaining appropriate initial medical treatment for its injured worker.

### General

Subcontractor and its Sub-subcontractors, of any tier, shall prohibit their employees' "possession" or use of alcohol/drugs while working on the project site.

Unsafe conditions shall be corrected immediately.

### Summary

Contractor requires and expects the full cooperation of Subcontractor and its Sub-subcontractors, of any tier, with all safety standards - company, local, state and federal. Subcontractor agrees that this expectation of Contractor is reasonable, and that it is the obligation of Subcontractor to fulfill this requirement and expectation.



Exhibit C  
Kinzie Park Tower  
**UNOFFICIAL COPY**

501 North Clinton  
Chicago, Illinois 60610

00698393

The drawings included in and applicable to this subcontract as prepared by Nagle Hartray Danker Kagan McKay Architects Planners, Ltd., herein after called the Architect, are as follows:

**Drawings: all dated February 5, 1999 unless noted otherwise:**

G000	Title Sheet	A606	Interior Elevations and Details
G001	Master Keynote	A607	Interior Elevations and Details
G002	Legends and Abbreviations	A608	Interior Elevations and Details
C-2.1	Site Geometry Plan (Ref.)	A609	Interior Elevations and Details
C-5.1	Grading Plan (Ref.)	A610	Interior Elevations/Details H.C. Accessibility
A001	Window Types	S000	General Structural Notes
A002	Doors, Schedules and Types	S001	Typical Details
A003	Partition Types	S100	Basement and Foundation Plan
A004	Partition Types	S101	First Floor Framing Plan
A100	Garage/Tower Basement Plan	S102	Second Floor Framing Plan
A101	Garage/Tower First Floor Plan	S103	Third Floor Framing Plan
A102	Garage/Tower Second Floor Plan	S104	Fourth Floor Framing Plan
A103	Garage/Tower Third Floor Plan	S105	Fifth Floor Framing Plan
A104	Garage/Tower Fourth Floor Plan	S106	Sixth Floor Framing Plan
A105	Roof/Tower Fifth Floor Plan	S107	Typical (7th-34th) Floor Framing Plan
A106A	Adaptable Units	S108	Penthouse/Roof Framing Plan
A106	Sixth - 31st Floor Plans	S109	Upper Penthouse Framing Plan
A107	32nd - 34th Floor Plans	S110	Penthouse Roof Framing Plan
A108	Mechanical Penthouse, Roof and Partial 6th Floor Plans	S200	Foundation Schedules & Typical Details
A109	Enlarged Typical Stair Plan & Details	S201	Tower Column Schedule
A200	South Elevation	S202	Tower Column Schedule (Cont) --- (Ref)
A201	West Elevation	S203	Garage Column Schedule & Typical Details
A202	North Elevation	S204	Beam & Spandrel Beam Schedules
A203	East Elevation	S205	Two-Way Slab Schedules & Typical Details
A204	Longitudinal Building Section	S206	One-Way Slab Schedules & Typical Details
A205	Transverse Bldg Section & Mech. Penthse Sections	S300	Shearwall Schedules & Typical Details
A300	Stairs 1 & 2 Sections	S301	Shearwall Elevations
A301	Stairs 3 & 4 Sections	S302	Shearwall Partial Plans
A302	Elevator Shaft Sections	S303	Shearwall Partial Plans
A303	Elevator Cab Details	S304	Shearwall Partial Plans
A401	First Floor Reflected Ceiling Plan	S400	Foundation Sections & Details
A405	Fifth Floor Reflected Ceiling Plan	S401	Foundation Sections & Details
A406	Typical Floor Reflected Ceiling Plan	S402	Framing Sections & Details
A500	Wall Sections	S403	Framing Sections & Details
A501	Exterior Details	S404	Framing Sections & Details
A502	Exterior Details	S405	Framing Sections & Details
A503	Exterior Details	S500	Garage Ramp Sections & Details
A504	Exterior Details	S501	Garage Ramp Sections & Details
A505	Exterior Details	S600	Stair Sections and Details
A600	Interior Elevations and Details	S601	Stair Sections and Details
A601	Interior Elevations and Details	S602	Stair Sections and Details
A602	Interior Elevations and Details	M001	Mechanical Equipment and Schedules
A603	Interior Elevations and Details	M002	Mechanical Equipment and Schedules
A604	Interior Elevations and Details	M003	Ventilation Schedule
A605	Interior Elevations and Details	M004	Ventilation Schedule
		M005	Symbols, Abbreviations and Notes

M100	Mechanical Basement Plan	FP107	14th and 24th Floor Plan Fire Protection
M101	Mechanical First Floor Plan	FP108	32nd and 33rd Floor Plan Fire Protection
M102	Mechanical Second Floor Plan	FP109	34th Floor Plan Fire Protection
M103	Mechanical Third Floor Plan	FP110	Penthouse Plan Fire Protection
M104	Mechanical Fourth Floor Plan	FP201	Penthouse Plan Fire Protection
M105	Mechanical Fifth Floor Plan	E001	Symbol List, Notes and Fixture Schedule
M106	Mechanical 6th - 31st Typical Plan	E002	Power Distribution Riser Diagrams
M107	Mechanical 32nd - 34th Floor Plan	E003	Panelboard Schedule, Details and Diagrams
M108	Penthouse Intertitial Space	E004	T.V., Telephone and Fire Alarms Riser Diagrams
M109	Mechanical Penthouse - Lower Level	E005	Diagrams and Details
M110	Mechanical Penthouse - Upper Level	E006	Fourth Floor Lighting, Power and Auxiliary System Plan
M201	Fan Coil Riser Diagram	E007	Security, Intercom & CCTV Riser Diagrams
M202	Toilet Exhaust Riser Diagrams	E008	Lightning Protection Plan
M203	Kitchen Exhaust Riser Diagrams	E009	Lightning Protection Details
M204	Mechanical Diagrams and Details	E100-L	Basement Lighting Plan
M205	Mechanical Diagrams and Details	E100-P	Basement Power & Auxiliary Systems Plan
M206	Mechanical Room Details	E100-LS	Basement Life Safety Plan
P099	Underground Plumbing Plan	E101-L	First Floor Lighting Plan
P100	Basement Plumbing Plan	E101-P	First Floor Power and Auxiliary Systems Plan
P101	First Floor Plumbing Plan	E101-LS	First Floor Life Safety Plan
P102	Second Floor Plumbing Plan	E102-LP	Second Floor Lighting and Power Plan
P103	Third Floor Plumbing Plan	E102-LS	Second Floor Life Safety Plan
P104	Fourth Floor Plumbing Plan	E103-LP	Third Floor Lighting and Power Plan
P105	Fifth Floor Plumbing Plan	E103-LS	Third Floor Life Safety Systems Plan
P106	Typical Floor Plan - Plumbing (6th floor thru 13th floor, 15th floor thru 23rd floor, 25th floor thru 31st floor)	E104-LP	Fourth Floor Lighting and Power Plan
P107	14th and 24th Floor Plan Plumbing	E104-LS	Fourth Floor Life Safety Plan
P108	32nd and 33rd Floor Plan Plumbing	E105-LP	Fifth Floor Lighting, Power and Auxiliary Systems Plan
P109	34th Floor Plan Plumbing	E105-LS	Fifth Floor Life Safety Plan
P110	Penthouse Lower, Upper and Roof - Plumbing Plan	E106-LP	6th thru 31st (typical) Floor Lighting and Power Plan
P201	Plumbing Riser Diagram	E106-LS	6th thru 31st Life Safety Plan
P202	Plumbing Riser Diagram	E107-LP	32nd thru 34th Floor Lighting, Power and Auxiliary System plan
P203	Plumbing Riser Diagram	E107-LS	32nd thru 34th Floor Life Safety System Plan
P204	Plumbing Riser Diagram	E108-LP	Penthouse and Roof Lighting Plan
P205	Plumbing Riser Diagram	E108-LS	Penthouse and Roof Life Safety Plan
P206	Plumbing Riser Diagram		
FP100	Basement Plan Fire Protection		
FP101	First Floor Plan Fire Protection		
FP102	Second Floor Plan Fire Protection		
FP103	Third Floor Plan Fire Protection		
FP104	Fourth Floor Plan Fire Protection		
FP105	Fifth Floor Plan Fire Protection		
FP106	Typical Floor Plan - Fire Protection (6th floor thru 13th floor and 15th floor thru 23rd floor and 25th floor thru 30th floor)		

Exhibit B

Legal Description:

LOT 22 IN KINZIE PARK SUBDIVISION, BEING A RESUBDIVISION OF LOTS, BLOCKS AND VACATED STREETS AND ALLEYS IN WABANSIA IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 1999 AS DOCUMENT NUMBER 99712460, IN COOK COUNTY, ILLINOIS.

**P.I.N. 17-09-112-005; 17-09-112-010; 17-09-112-018**, as modified by the August 2000 real estate tax bills issued by the Cook County Assessor's Office to **17-09-112-042**

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