1518/0127 32 001 Page 1 of 2000-02-18 16:21:53 Cook County Recorder

DOOP OF C

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

The claimant, Hunter Alliance Corporation, an Illinois corporation, ("Claimant"), with an address at 527 South Wells Street Chicago, Illinois 60607, hereby ales 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"):

GENERAL CONTRACTOR'S CLAIM FOR MECHANICS LIEN

LaSalle Bank National Association, formerly known as LaSalle National Bank, not personally but solely as Trustee under Trust Agreement dated August 1, 1997 and known as Trust Number 121139

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 or about July 30, 1997, and subsequently, Owner owned fee simple title to the Real Estate (including all land and improvements thereon) ("Real Estate") in Cook County, Illinois, commonly known as 1250 West Van Buren, Chicago, Illinois, and legally described as follows:

See Exhibit A attached hereto.

The Permanent Real Estate Tax Numbers are:

 17-17-117-014-0000
 17-17-117-018-0000

 17-17-117-015-0000
 17-17-117-029-0000

 17-17-117-016-0000
 17-17-117-032-0000

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- 2. Claimant made a contract ("Contract") dated February 20, 1998, with 1250 West Van Buren, L.L.C. ("1250 West Van Buren") under which Claimant agreed to provide all necessary labor, material, and work to construct a 100-unit loft conversion on the Real Estate for an original contract amount not to exceed \$7,800,000.00. A copy of the Contract is attached as Exhibit B.
- 3. The Contract was entered into by 1250 West Van Buren as the Owner's agent, and the work was performed with the knowledge and consent of the Owner. Alternatively, the Owner authorized 1250 West Van Buren to enter into the Contract. Alternatively, the Owner knowingly permitted 1250 West Van Buren to enter into the Contract for the improvement of the Real Estate.
- 4. Claimant last performed wor's under the Contract on September 10, 1999.
- 5. As of the date hereof, there is due, ur paid, and owing to Claimant, after allowing all credits, the principal sum of \$270,205.53, which principal amount bears interest at the statutory rate of 10 percent per annum. Claimant clair is a lien on the Real Estate (including all land and improvements thereon) in the amount of \$270,205.53 plus interest.

Dated: February 4, 2000

HUNTER ALLIANCE CORPORATION

Joseph P. Cacciatore, Freside

The Document has been prepared by and after recording should be returned to:

Step T. Fister
Sean G. Rahilly
Law Offices of Victor J. Cacciatore
527 South Wells Street, 8th Floor
Chicago, Illinois 60607

PINs: 17-17-117-014-0000

17-17-117-015-0000 17-17-117-016-0000 17-17-117-017-0000 17-17-117-018-0000 17-17-117-029-0000 17-17-117-032-0000

VERIFICATION

STATE OF ILLINOIS)	00126764
) ss	
COUNTY OF COOK)	

Joseph P. Cacciatore, being first duly sworn on oath, states that he is President of Claimant, Hunter Alliance Corporation, an Illinois Corporation, that he is authorized to sign this Verification to the foregoing General Contractor's Claim for Mechanics Lien, that he has read the General Contractor's Claim for Mechanics Lien, and that the statements contained therein are true.

Julph P. Caucia 100

Joseph P. Cacciatore

Subscribed and sworn to before me This 17 day of February, 2000.

Notary Public

My commission expires <u>luguer</u> 27, 2003

OFFICIAL SEAL DOLORES J CALDERONE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:00/27/03

(LEGAL DESCRIPTION)

PARCEL A:

LOTS 20 THROUGH 25, BOTH INCLUSIVE, IN THE SUPERIOR COURT PARTITION OF THE SOUTH 1/2 OF BLOCK 23 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH. RANGE 14, BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B:

LOT 25 AND THE WEST 18 FEET OF LOT 24 AND THE WEST 53 FEET OF LOTS 26 AND 27 IN S. L. BROWN'S SUBDIVISION OF THE NORTH 1/2 OF BLOCK 23 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH; RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C:

THE WEST 53 FEET OF U.NT PART OF THE EAST WEST 12 FOOT PUBLIC ALLEY, HERTOPORE VACATED BY ORDINANCE OF THE CITY 29 CHICAGO, DATED JULY 19, 1989 AND RECORDED OCTOBER 13, 1983 AS DOCUMENT 59467414; YIV'S GOUTH OF THE SOUTH LINE OF LOTS 21 TO 25, BOTH INCLUSIVE, LYING MORTH DF THE NORTH LINE OF LOT 26 AND THE RASTWARDLY EXTENSION OF THE NORTH LINE OF LOT 26, LILIE NE LYING WEST OF THE YEST LINE OF LOT 20 AND LYING EAST OF A LINE DRAWN FROM THE SOUTH WEST CORRER OF LOT 27 TO THE NORTH WEST CORRER OF LOT 27 TO THE NORTH 1/2 OF BLOCK 23 IN CANAL TRUSTERS' SUBDIVISION OF THE MORTH-1/2 OF BLOCK 23 IN CANAL TRUSTERS' SUBDIVISION OF THE WEST 1/2 AND THE NEST 1/2 OF THE NORTH-1/3 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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CLIDAGE

AIA DOCUMENT A111-1997

Standard Form of Agreement Between Owner and Contractor

where the basis for payment is the COST OF THE WORK PLUS A FEE with a negotiated Guaranteed

Maximum Price

AGREEMENT made as of the in the year Ninety-Eight (In words, indicate day, r.on'h and year)

20th

day of February This document has imp tant legal consequences Consultation with an attorney is encouraged with respect to its completion or modification.

BETWEEN the Owner:

(Name, address and other information)

1250 West VanBuren, L.L.C., an Illinois Limited Company c/o The Rezmar Corporation 852 North Elston Avenue Chicago, Illinois 60622 Attention: Tony Rezko

This document is not intended for use in competitive bidding.

and the Contractor:

(Name, address and other information)

Hunter Alliance Corp., General Contractors AIA Document A201-1997, 527 South Wells Street, Suite 600 Chicago, Illinois 60607 Attention: Joseph P. Cacciatore

General Conditions of the Contract for Construction. is adopted in this document by reference.

The Project is: (Name and address) A one hundred (100) unit loft condominium for the 1250 West VanBuren, 1.I.C. (a Rezmar Development). The lost units shall the Associated General be constructed within an existing mill (heavy timber) constructed seven (7) story loft, on Chicago's near West side

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

(Vanguard Lofts).

The Architect is: (Name, address and other information) Fitzgeral Associates 3110 North Sheffield Chicago, Illinois 60657



AIA DOCUMENT A111-1997 OWNER-CONTRACTOR **AGREEMENT**

The American Institute of Architects 1735 New York Avenue, N.W. Washington, D.C. 20006-5292

The Owner and Contractor agree as follows.

Copyright 1920, 1925, 1951, 1958, 1961, 1963, 1967, 1974, 1978, 1987, © 1997 by The American Institute of Architects. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 15. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement shall govern.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contract of shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the tracerests of the Owner; to furnish efficient business administration and supervision; to furrish it all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

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

The contractors shall commence construction withinsten (10) days from Owner's notice to proceed, so long as all applicable building permits have been procured by owner. Owner's notice to proceed shall occur within ten (10) days after Owner secures thirty (30) contracts with Purchasers of said loft/condominiums.

If, prior to commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

The Contract Time shall be measured from the date of commencement. Substantial completion shall occur within three hundred sixty-five (365) days after the date of commencement and shall occur on a unit by unit sold home @ 1997 JALA @ body Le basis to accommodate Owner forcearlier substantial completions for certain portions (units) of the work, whenever possible.

AIA DOCUMENT A111-1997 OWNER-CONTRACTOR AGREEMENT

4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to complete on time, or for bonus payments for early completion of the Work.)

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ARTICLE 5 BASIS FOR PAYMENT

5.1 CONTRACT SUM

5.1.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

5.1.2 The Contractor's Fee is:

(State a lump sum, percentage of Cost of the Work or other provision for describing the Contractor's Fee, and describe the method of adjustment of the Contractor's Fee for changes in the We,k.)

The contractor's fee is five (5%) percent of the cost (for purposes of this paragraph only, cost shall exclude overhead and general conditions referred to in Paragraph 11 of the Rider and illustrated in Exhibit C), of the Work.

5-2 GUARANTEED MAXIMUM PRICE

5.2.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed

(\$), subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guarantee'. Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

5.2.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the unount for each and the date when the amount expires.)



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5.2.3 Unit prises if any are as follows

5.2.4 Allowances, if any, are as follows:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

5.2.5 Assumptions, if any, or, which the Guaranteed Maximum Price is based are as follows:

5.2.6 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor has provided in the Guaranteca Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes as cope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Subparagraph 7.3.3 of AIA Document A201-1997.
- 6.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Clause 7.3.3.3 of AIA Document A201-1997 and the terms "costs" and "a reasonable allowance for overhead and profit" as used in Subparagraph 7.3.6 of AIA Document A201-1997 shall have the meanings assigned to them in AIA Document A201-1997 and shall not be modified by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.
- 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-1997 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the terms "fee" and "a reasonable allowance for overhead and profit" shall mean the Contractor's Fee as defined in Subparagraph 5.1.2 of this Agreement.



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6.4 If no specific provision is made in Paragraph 5.1 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Paragraph 5.1 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the basis of the Fee established for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

7.1 COST OF THE WORK

The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items of forth in this Article 7.

7.2 LABOR COSTS

- 7.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's approval, at off-site workshops.
- 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Own of proval. (See Exhibit C)

 (If it is intended that the wages or salaries of ce can personnel stationed at the Contractor's principal or other

offices shall be included in the Cost of the Work identify in Article 14 the personnel to be included and whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

- 7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- 7.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 7.2.1 through 7.2.3.

7.3 SUBCONTRACT COSTS

- **7.3.1** Payments made by the Contractor to Subcontractors in accordance with the req u ements of the subcontracts.
- 7.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION
- **7.4.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
- **7.4.2** Costs of materials described in the preceding Subparagraph 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

7.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

7.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the Contractor at the site and



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fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Contractor. Cost for items previously used by the Contractor shall mean fair market value.

7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, whether rented from the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.

7.5.3 Costs of removal of debris from the site.

- 7.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- 7.5.3 That portion of the reasonable expenses of the Contractor's personnel incurred while traveling a discharge of duties connected with the Work.
- 7.5.6 Costs of relaterials and equipment suitably stored off the site at a mutually acceptable location, if approve in advance by the Owner.

7.6 MISCELLANEOUS COSTS

- 7.6.1 That portion of insurance and bond premiums that can be directly attributed to this Contract
- **7.6.2** Sales, use or similar taxes in posed by a governmental authority that are related to the Work.
- 7.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by ne Contract Documents to pay. all Owner's responsibility to pay.
- 7.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is accluded by Subparagraph 13.5:3 of AIA Document A201-1997 or other provisions of the Contract Documents, and which do not fall within the scope of Subparagraph 7.7.3.
- 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Subparagraph 3.17.1 of AIA Document A201-1997 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.
- **7.6.6** Data processing costs related to the Work.
- **7.6.7** Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility to the Owner as set forth in the Contract Documents.



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- **7.6.8** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor in the performance of the Work and with the Owner's prior written approval; which approval shall not be unreasonably withheld.
- **7.6.9** Expenses incurred in accordance with the Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if approved by the Owner.

7.7 OTHER COSTS AND EMERGENCIES

- **7.7.1** Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.
- 7.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Paragraph 10.6 of At A Document A201-1997.
- 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or fairer to fulfill a specific responsibility of the Contractor and only to the extent that the cost of regair or correction is not recoverable by the Contractor from insurance, sureties, Subcontractors or suppliers.

CONSCION

ARTICLE 8 COSTS NOT TO BE REIMBURSED

- 8.1 The Cost of the Work shall not include:
- 8.1.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Subparagraphs 7.2.2 and 7.2.3 or as may be provided in Article 14. and Exhibit C.
- 8.1.2 Expenses of the Contractor's principal office and offices other then the interior
- 8.1.3 Overhead and general expenses, except as may be expressly included in Article 7.
- 8.1.4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.
- **8.1.5** Rental costs of machinery and equipment, except as specifically provided in Subparagraph 7.5.2.
- **8.1.6** Except as provided in Subparagraph 7.7.3 of this Agreement, costs due to the negligence or failure to fulfill a specific responsibility of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
- **8.1.7** Any cost not specifically and expressly described in Article 7.
- 8.1.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included them in an Application for Payment



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and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be secured.

9.2 Amounts that accrue to the Owner in accordance with the provisions of Paragraph 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

10:1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons or entities from whom the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Contractor and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

10.2 If a specific bidder among those whose bids are delivered by the Contractor to the Architect (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

10.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract, and the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to, and shall be permitted to audit and copy, the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Contract, and the Contractor shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

12.1 PROGRESS PAYMENTS

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

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





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12.1.3 Provided that an Application for Payment is received by the Architect not later than the tenth (10th) day of a month, the Owner shall make payment to the Contractor not tenth (10th) day of the succeeding month. If an Application later than the for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

12.14 - With each Application for Payment, the Contractor shall submit payrolls, petty cash, accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Cuaranteed Maximum Price among the various portions of the Work, except that the Contractor's Lee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the nex Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

- 1 take that portion of the Guaranteed Maximum Price properly alloc will to completed Work as determined by multiplying the percentage of completion of each pertion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- .2 add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; plus a ratable percentage of Overhead and General Conditions.
- .3 add the Contractor's Fee, less retainage of five percent (The Contractor's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in Subparagraph 5.1.2 or, if the Contractor's Fee is stated as a fixed sum in that Subparagraph, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 subtract the aggregate of previous payments made by the Owner;
- .5 subtract the shortfall, if any, indicated by the Contractor in the documentation required by Paragraph 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and
- .6 subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

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- 12.1.8 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retainage of not less than ten percent (10%). The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontractors.
- 12.1.9 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Subparagraph 12.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

12.2 FINAL PAYMEN'

- **12.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contracto, when:
 - .1 the Contractor has filly performed the Contract except for the Contractor's responsibility to correct Work as previded in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements: if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.
- 12.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final payments to the subcontractors of all amounts due to them including any amounts held in retaining shall be paid at the time of final payment to Contractor.

- 12.2.3 The Owner's accountants will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Arch tect of the Contractor. Based upon such Cost of the Work as the Owner's accountants report to be substitutiated by the Contractor's final accounting, and provided the other conditions of Subparagraph 2.2.2 have been met, the Architect will, within seven days after receipt of the written report of the Owner's accountants, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reason for withholding a certificate as provided in Subparagraph 9.5.1 of the AIA Document A201-1997. The time periods stated in this Subparagraph 12.2.3 supersede those stated in Subparagraph 9.4.1 of the AIA Document A201-1997.
- 12.2.4 If the Owner's accountants report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to demand arbitration of the disputed amount without a further decision of the Architect. Such demand for arbitration shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment; failure to demand arbitration within this 30-day period shall result in the substantiated amount reported by the Owner's accountants becoming binding on the Contractor. Pending a final resolution by arbitration, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.
- 12.2.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work,

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the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Contractor has participated in savings as provided in Paragraph 5.2, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

ARTICLE 13 TERMINATION OR SUSPENSION

- 13.1 The Contract may be terminated by the Contractor, or by the Owner for convenience, as provided in Article 14 of AIA Document A201-1997. However, the amount to be paid to the Contractor under Subparagraph 14.1.3 of AIA Document A201-1997 shall not exceed the amount the Contractor would be entitled to receive under Paragraph 13.2 below, except that the Contractor's Fee shall be calculated as if the Work had been fully completed by the Contractor, including a reasonable estimate of the Cost of the Work for Work not actually completed.
- 13.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A201-1997. The amount, if any, to be paid to the Contractor under Subparagraph 14.2.4 of AIA Document A201-1997 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount catculated as follows:
- 13.2.1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- 13.2.2 Add the Contractor's Fee computed 1 po 1 the Cost of the Work to the date of termination at the rate stated in Subparagraph 5.1.2.or, if the Contractor's Fee is stated as a fixed sum in that Subparagraph, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- 13.2.3 Subtract the aggregate of previous payments made by the Owner.
- 13.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Subjects; graph 13.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, it cluding the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.
- 13.4 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Subparagraph 14.3.2 of AIA Document A201-1997 except that the term "profit" shall be understood to mean the Contractor's Fee as described in Subparagraphs 5.1.2 and Paragraph 6.4 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 Where reference is made in this Agreement to a provision AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.





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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

One and one-half (1-1/2) percent per month with said amount to be prorated for any partial months.

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

The Owner's representative is: (Name, address and other information.)

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The Contractor's representative is: (Name, address and other infor nation.)

- Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party. County Clark's Office
- 14.6 Other provisions:

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS

- The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document Aiii-1997.
- 15.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.



AIA DOCUMENT A111-1997 OWNER-CONTRACTOR **AGREEMENT**

Project Manual dat	ted		, and ar	e as follows:
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15.1.5 The Drawings are as follows, and are dated different date is shown below:

(Fither list the Drawings here or refer to an orbibit attached to this Agreement)

Number Title - Date

The specifications and drawings of the work to be done are contained in Exhibit A which is dated the 20th day of February, 1998, and has been executed by the Owner and Cotnractor. Exhibit A consists of 39 pages.



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15.1.6 The Addenda, if any, are as follows:

Humber Date Page:

See Exhibit A, attached.

OD 125 TOA

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirement. The also enumerated in this Article 15.

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

(List here any additional documents, such as a ist-o, alternates that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that italing requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contract of side are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Rider No. 1 attached hereto and incorporated herein.



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ARTICLE 16 INSURANCE AND BONDS

(List required limits of liability for insurance and bonds. AIA Document A201-1997 gives other specific requirements for insurance and bonds.)

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

OWNER (Signature)

1250 West VanBuren, L.L.C., an Illinois Limited Liability Company.

By inted Rezmand Corporation

CONTRACTOR (Signature)

Hunter Alliance Corporation General Contractors

304 County Clarks

JOSEPH P. CACCIATORE, President

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printed in red; licensed reproductions are those produced in accordance with the Instructions to this document.

of

The American Institute of Architects 1735 New York Avenue, N.W. Washington, D.C. 20006-5292

15

Rider No. 1 dated this 20th day of February, 1998 to the Standard Form of Agreement (AIA Document A111) between 1250 West Van Buren, L.L.C. and Hunter Alliance Corporation dated this 20th day of February, 1998 for the Project located at 1250 West Van Buren Street, Chicago, Illinois - Vanguard Lofts

The undersigned parties agree to the following terms and conditions:

- 1. The terms and conditions contained in this Rider are made a part of the Standard Form of Agreement (AIA Document A111) dated February 20, 1998 between 1250 West Van Buren, L.L.C. (hereinafter "Owner") and Hunter Alliance Corporation (hereinafter "Contractor") for the Vanguard Lofts Project located at 1250 West Van Buren Street, Chicago, Illinois. In the event of a conflict between this Rider and the Standard Form of Agreement or any other Contract Documents, the terms and conditions contained in this Rider shall prevail.
- 2. The Owner and Contractor may, but shall not be required to, comply with any terms and conditions pertaining to the arbitration of any controversy or claim arising out of or relating to the Contract, or the breach tocreof, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. If the Contractor and Owner do not mutually consent to an arbitration proceeding, then the parties shall be required to seek judicial relief in the Circuit Court of Cook County, Illinois None of the terms and conditions pertaining to arbitration contained in the Contract Documents shall prevent the Owner or Contractor from seeking judicial relief.
- 3. In the event either party is required to commence litigation in order to enforce its rights under the Contract Documents, then the prevailing party it, the litigation shall be entitled to recover from the other party its reasonable attorney's fees, court costs and expenses relating to the litigation.
- 4. It shall be the sole responsibility of the Owner to request obtain and pay for: (a) any partial, temporary or final occupancy permits for the condominium units, (b) all building permits, (c) bonds (payment or performance, if required), (d) elevator operator (if necessary) and (e) job site security (if necessary).
- 5. The Work to be performed by Contractor shall be substantially completed within three hundred sixty-five (365) days from the date of commencement of the Work. The Contractor is to perform the Work on an uninterrupted construction cycle schedule during normal working hours. In the event the Contractor is prevented from performing the Work on an uninterrupted construction cycle schedule through no fault of its own, then the Owner shall pay the Contractor, in addition to any other costs that Contractor may incur, the sum of \$2,000 for each day that Contractor is unable to perform its Work. It is the intention of the Contractor and Owner that the Contractor shall follow a construction schedule so as to complete all of the units within the aforementioned three hundred sixty-five (365) day period, regardless as to how the units are selling.

- To the fullest extent permitted by law, the Owner shall indemnify and hold 6. harmless the Contractor, its agents and employees or any of them, from and against claims. damages, losses and expenses, including but not limited to reasonable attorneys' fees and court costs, arising out of, resulting from, or related to the performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, but only to the extent such claims, damages, losses, and expenses are caused in whole or in part by acts or omission of the Owner or anyone directly or indirectly employed by it or anyone for whose acts they be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.
- The amount of retainage pursuant to Article 12 of the Agreement shall be reduced from five (5%) percent to two and one-half (2-1/2%) percent when Contractor substantially completes the Work on one-third (1/3rd) of the total units. One-half (1/2) of any amount being held in retainage under the five (5%) percent calculation basis at the time Contractor substantially completes one-third (1/3rd) of the total units to be completed shall be released to Contractor within sixty (60) days. Any other amounts being held in retainage shall be released to Contractor when Final Payment is due to Contractor.
- In the event the real estate is located within an enterprise zone, the Contractor 8. shall use reasonable efforts to procure meterials from vendors located in the City of Chicago in order for the Owner to receive the benefit of the City and State sales tax exemptions. However, Contractor may be allowed to purchase materials from vendors outside of the City of Chicago in the event the overall costs are less than the City (f Chicago vendor's costs.
- In order to avoid any disputes as to in minimum amount Owner is to pay 9. Contractor, the Contractor prepared an extensive breakdown as to the likely minimum costs and fees (as of December 1997 before negotiating with subcontractors) which shall be necessary in order for Contractor to perform the Work. Said breakdown is attached as Exhibit B to this Rider The Owner has reviewed said Exhibit and agrees that the Exhibit reflects an approximation of the minimum costs and fees that may be necessary to perform the Work. Exhibit B is not a representation as to the total costs and fees to complete the Work, but is merely intended to reflect the understanding of the parties regarding the minimum costs and fees. Notwithstanding anything in this Paragraph 9 to the contrary, the parties agree that Contractor shall use its best efforts to achieve a total contract amount not to exceed Seven Million Eight Hundred Thousand Dollars (\$7,800,000).
- Contractor has previously performed work at the Project site pursuant to an Early Entry Letter Agreement dated July 10, 1997. The Contractor has properly completed all of the work it was to perform. The total amount to be paid to Contractor for that work is \$588,358.09.

 As of February 19, 1998, Owner has paid Contractor the sum of \$459,138.50. The partial balance of \$129,219.50 is to be paid to Contractor on or before March 15, 1998. In the event Owner does not pay Contractor said amount, interest shall accrue on any unpaid amounts at the rate of one and one-half (1-1/2%) percent par month with said and the said amounts at the rate of one and one-half (1-1/2%) percent par month with said and the said amounts at the rate of one and one-half (1-1/2%) percent par month with said and the said amounts at the said amounts at the said amount of the said amounts are month with said amounts at the said amounts at the said amount of the said amounts are month with said amounts at the said amounts at the said amount of the said amounts are month with said amount and said amounts at the said amount of the said amounts are month with said amounts at the said amount of t rate of one and one-half (1-1/2%) percent per month until said amount is paid in full. In the event Owner fails to pay Contractor the balance remaining plus accrued interest, if any, by the 30th day of March, 1998, the Contractor may stop performing the Work until such time that Contractor is paid in full.

The Cost of the Work shall also include all costs not described in Paragraph 7.1 of the 11. Agreement, but which are listed in the Contractor's breakdown as to the minimum costs and fees which shall be necessary in order for Contractor to perform the Work and are described in The overhead/general conditions costs shall be fixed (guaranteed Exhibit B to this Rider. maximum) at \$525,000. (See Exhibit C for detail of overhead/general conditions.)

Owner has permitted Contractor the right to affix a 10' x 10' advertising sign on the 12. 00126764 building (illustrated in Exhibit D).

OWNER:

1250 WEST VAN PUREN, L.L.C., an Illinois Limited Liability Company

BY: REZMAR C

CONTRACTOR:

HUNTER ALLIANCE CORP.

Coot County Clert's Office

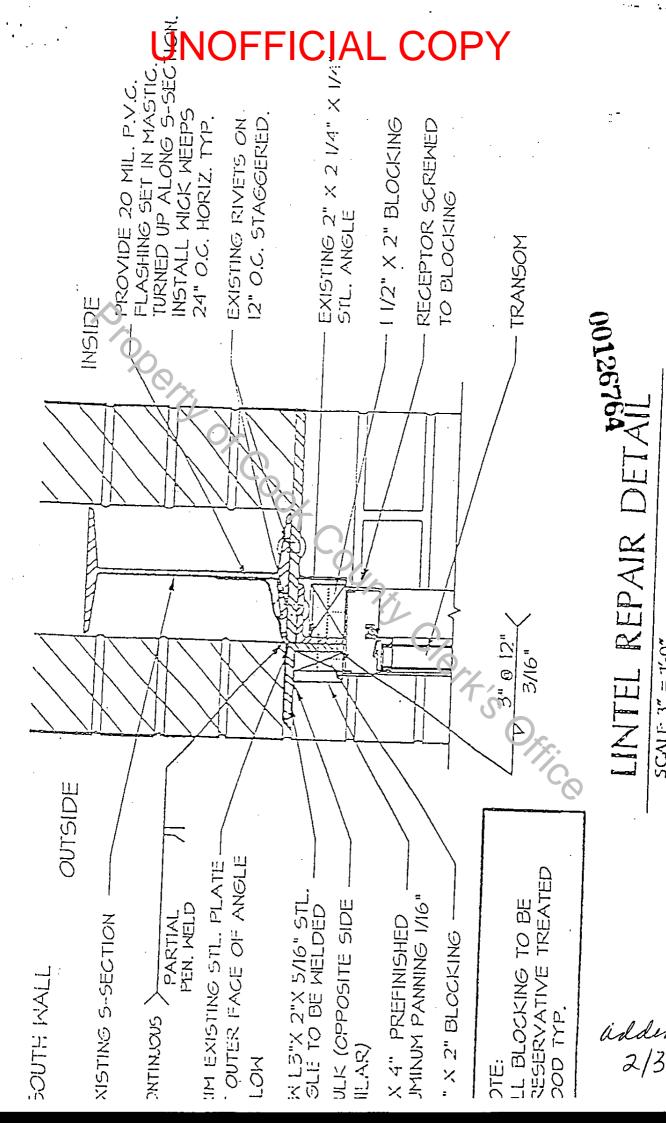
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38 pages of Addendum - attached and marked Addendum Pages 1 through 38

TRANSMIT UNOFFICIAL COPY

Project No: 9714 773.32	To: Company: Address Chy/Siste:	Greg Hudalla Hunter Alliance Corporation 527 South Wells Street Chicago, LL 60607	Date: Fax: No. of Pages:	10-2-97 312-987-4650 2	ASSOCIA ARCHITE
From: Neil J. Tryba Project Name: Vanguard Lofts Fax: 773.32 CC: Keaneth Circles with and account of the content of the following items: Short Drawings From Covernight Delivery Of LINTEL REPAIR DECAIL of Dated of Dated Of Dated These are transmitted as checked below: For spriced Proyour use As required Properties Properties Properties Remarks: Greg, Herewith is the lintel repair detail. This detail has been reviewed by Howard Stearth his comments on A-0, still assuming 15% replacement. This detail also depicts the blocking and prefinished	Re:	Lintel repair detail.	Profect No.	0714	<u>ტუ</u> ಚಾರಿ≎' <u>೫೮</u> ೮೩೩
We are sending you via	From:	Neil J. Tryba	Project Name:		773.32 Fex: 773.32
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To: Company:

Greg Hudalla

Hunter Alliance Corporation Address 527 South Wells Street

City/State:

Chicago, IL 60607

Date:

9-26-97

Fax:

312-987-4650

No. of Pages:

3110 North Shelfield Chicago, Mincs 2007

773.327.8222

Fax: 773.327.8072

Re:

From:

8 PGS

MIsc. Addenda #2

Neil J. Tryba

Project No:

Project Name:

9714

Vanguard Lofts

Fax:

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of

of

of

⊠Messenger Thatached

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Under seperate cover viz:

☐US Mail

The following items:

Show Drawings

K&A ADDENDA

Prints.

Dated 9-26-97

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Dated

These are transmitted as checked below:

☐For upproval As requested

⊠For your use

Returned for corrections

Reviewed-no excuptions noted

For review and comment

Reviewed-exceptions noted

Remarks:

Greg,

Attached are additional addenda issued by our engineering consultants.

Page 1

Fax Transmission

Date:

26 September 1997

To:

Neil Tryba

Company:

FitzGerald Associates Architects

Fax #:

773-327-8072

Phone #:

773-327-8222

From:

John Nowako aski

Pages:

Ro:

1250 W. Van Buren Lofts

Neil

Attached are electrical revisions we would like to add to the bid documents for the 1250 W. Van Buren project.. Clert's Office.

Please call with any questions.

Jehn

Keichmark & Associates, Inc. Consulding Engineers 100 Tower Drive. Suite 240 Burt Ridge, Illinois 60521 Tel 630.850.7774 Fax 630.850.7042

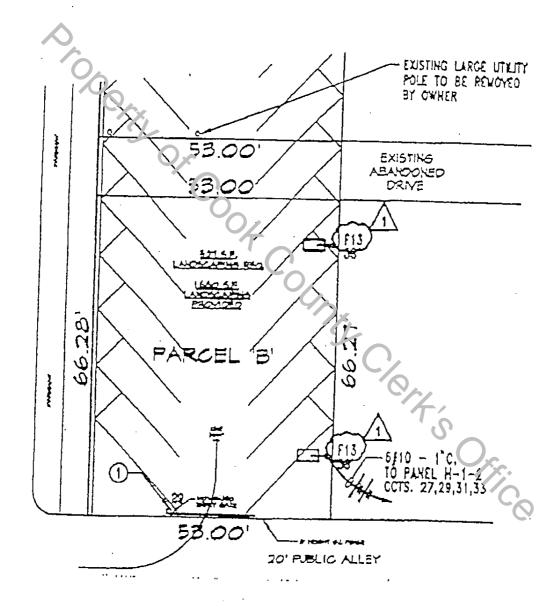
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This message is introduced for the use of the individual or entity to which it is addressed, and may contain remain isformation that is provideged, confidential, or exempt from disclosure under applicable law. If the societ of this message is not the intended recipient, or the employee or agent of the intended recipient, you are hereby notified that any discomination, distribution, or coming of this communication is sincily prohibited. If you received this communication in error, please notify as immediately by telephone.

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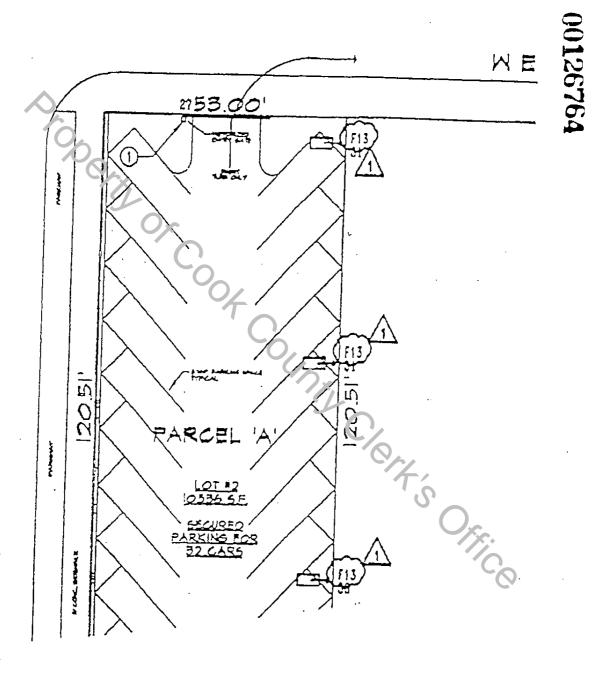
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Addendum 8/38

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Addendum 9/38

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Ketchmark & Associates, Inc.
Consoliting Engineers

K&A

YANGUARD LOFTS 1250 WEST YAN BUREN CHIÇAGO, ILLINOIS

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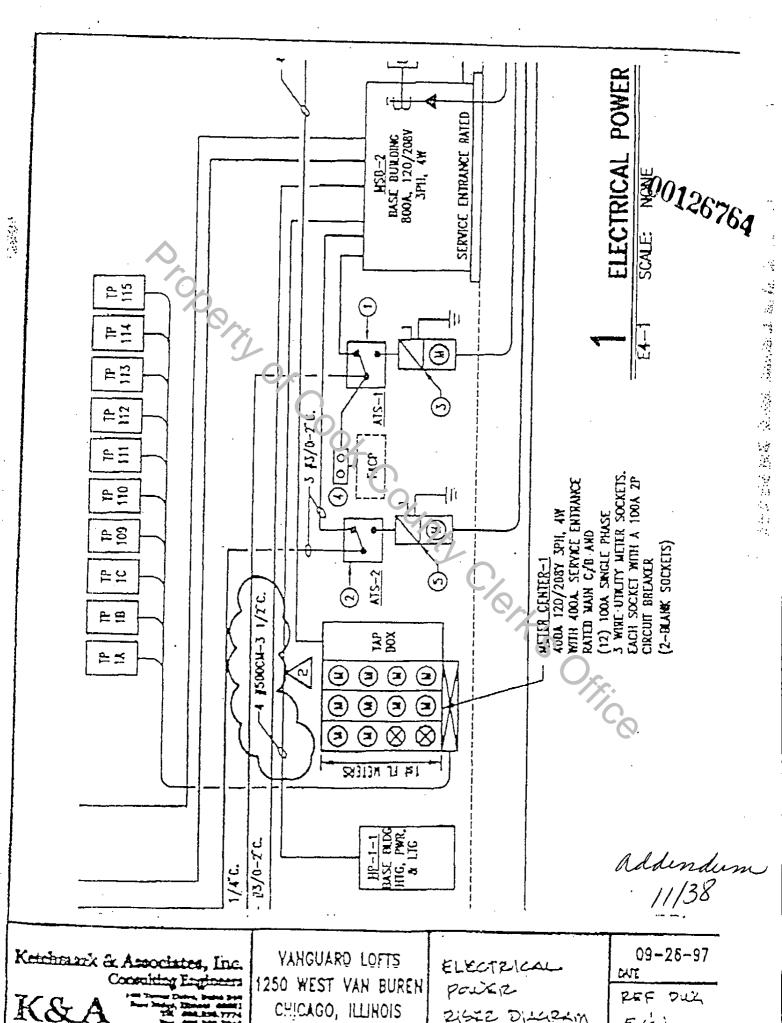
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Addandem 10/38

Ketchmark & Associates, Inc.
Cossoling Engineers

YANGUARD LOFTS 1250 WEST VAN BUREN CHICAGO, ILLINOIS

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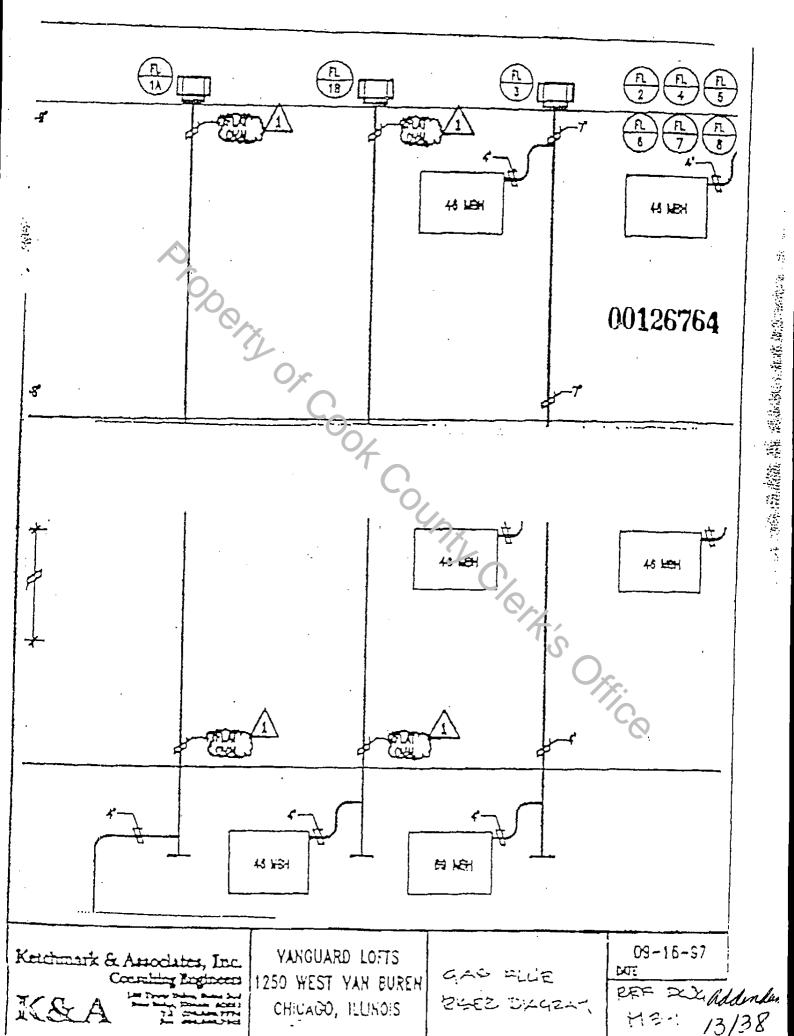
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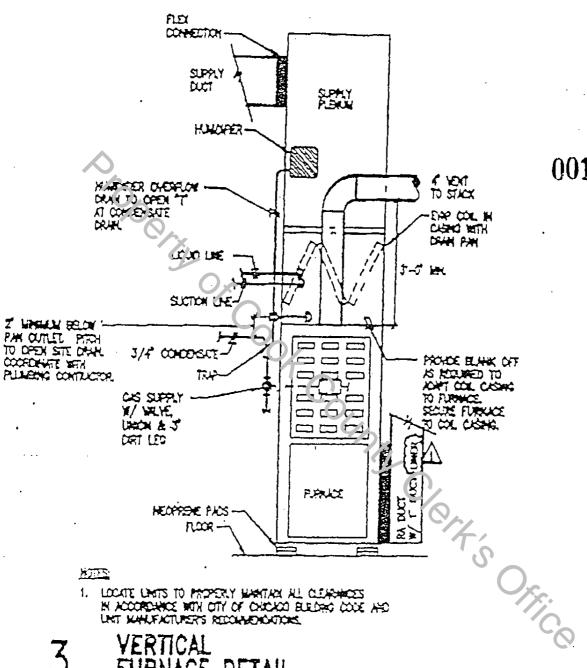
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	To: Company: Address City/State:	Greg Hodalla Hunter Alliance Corporation 527 South Wells Street Chicago, IL 60607	Date: Fax: No. of Pages:	9-24-97 312-987-4550 7	ASSC ARCH	TERALD CLATES TTECTS
	Re:	Misc: Addenda	Project No:	9714	Chica	10 Noth Stefael 90. Viros 60657 773.327.8222
	From:	Neil J. Tryba	Project Name:	Vanguard Lofts	Fax:	773.327.8072
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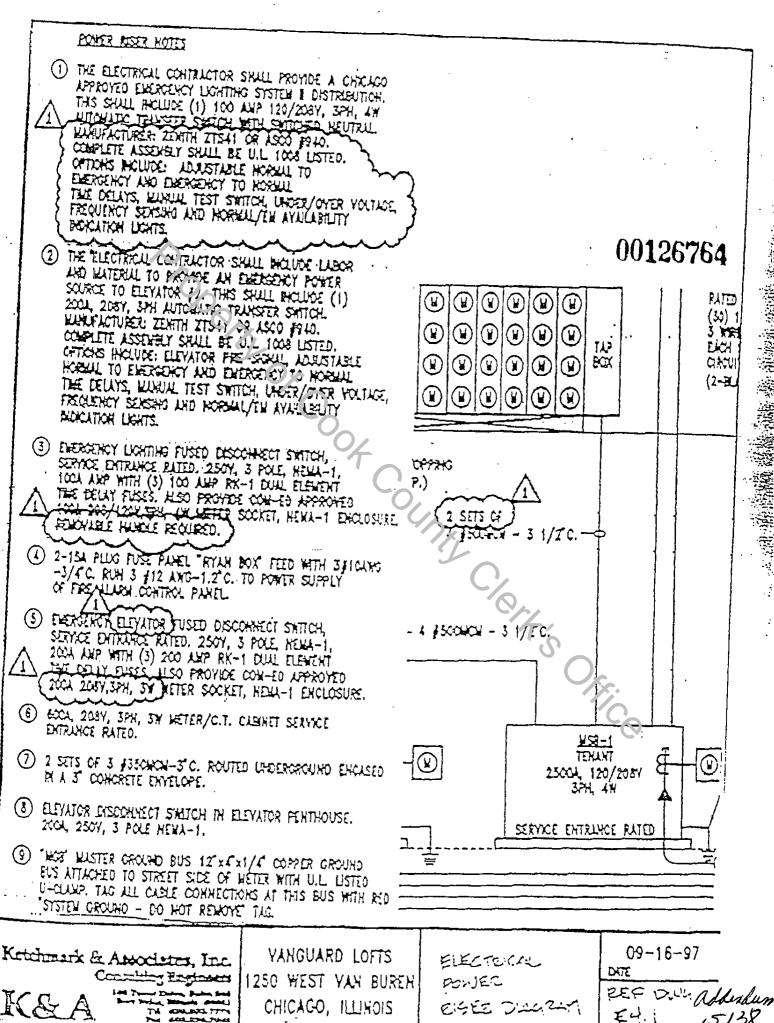
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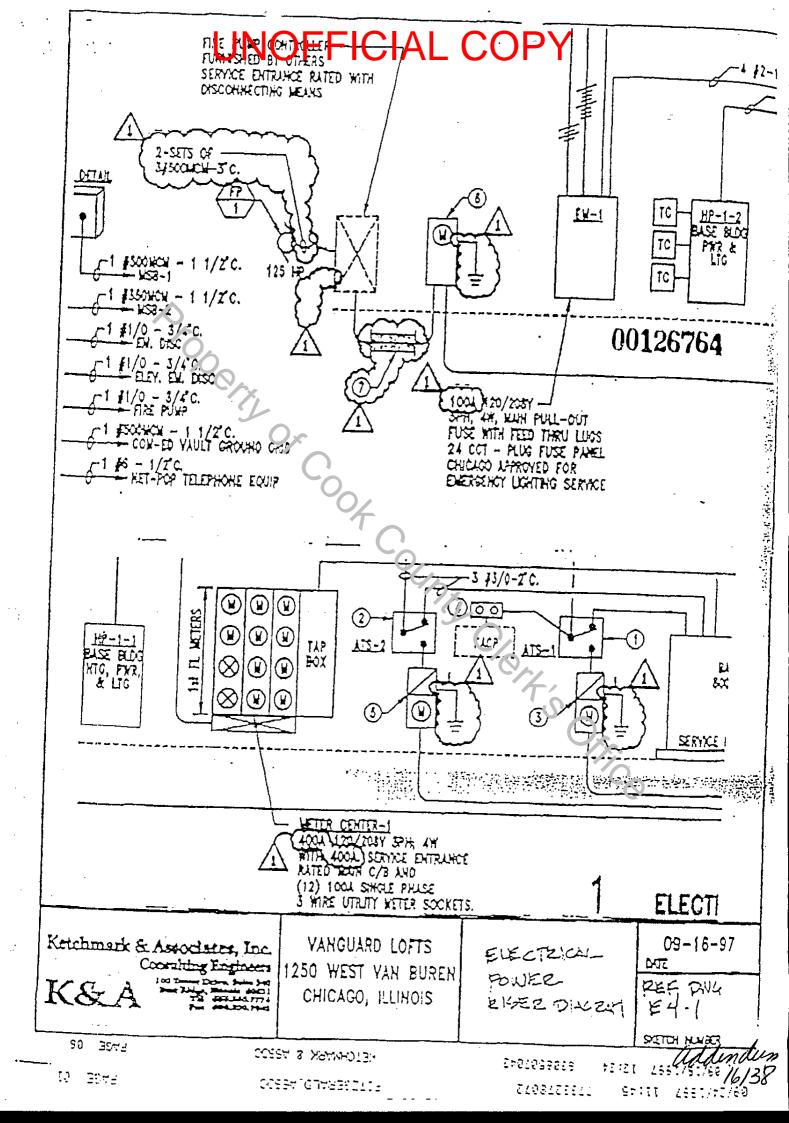
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TRANSMI UNOFFICIAL COPY

To: Company:

Greg Hodella

Hunter Alliance Corporation
527 South Wells Street

Address 527 South Wells S City/State: Chicago, IL 60607 Date:

6-19-97

Fax: No. of Pages:

312-987-4650

7

3110 North Shelfield Chicago, Lincis 60657 773.327.8222

THE REPORT MEDICAL CONTRACTOR OF THE STATE O

Fax: 773.327.8072

From

Re;

Sprinkler addenda

Neil J. Tryba

Project No:

Project Name:

9714

Vanguard Lofts

00126764

Fax:

SPRINKLER ADDENDA

We are sending you via

..□Messenger ⊠Attached

Slop Drawings

□Prints

Overnight Delivery

☐ Under seperate cover via:

O.F

The following items:

of of

of.

Dated 9-19-97

Dated Dated Dated

□US Mail

 $\boxtimes Fax$

These are transmitted as checked below:

For approval

As requested

⊠For your use

Returned for corrections

Reviewed-no exceptions noted For review and common:

Reviewed-exceptions noted

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Remarks:

⊠For Bid

1 PG.

Greg,

Please include this addenda with the sprinkler bid packages.

Addendum 17/38

00126764

REFERENCE DRAVINGS F2-2 & F2-31
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Ketchmark & Associates, Inc. Consulting Engineers K&A

YANGUARD LOFTS 1250 WEST VAN BUREN CHICAGO, ILLINOIS

FIRE PROTECTION NOTES

18/38 09-19-97 CATE

addendum

REF DWGS F1-1,2-22-2

TRANSMITTAL / FAX

,1 IX.	ANSMILITAL/F	ΑX		Fm	7GDUD
To: Company; Address Chy/State;	Greg Hudalla Hunter Alliance Corporation 527 South Wells Street Chicago, IL 60607	Date: Fax: No. of Pages:	10-2-97 312-987-4650 2	A. A.R	SOCIATES CHITECTS
Re:	Lintel repair detail.	Project No:	9714		3110 North Sheffeld Chicago, Minois 50557 773.327.8222
From:	Neil J. Tryba	Project Name:	Yanguard Lofts	5	Fex: 773.327.8072
CC:	Kenneth Simbels Mores en Sermeny Nancy College	Fax:	312-666-3558 312-666-3558	00	0126764
The following	ding you via. Micssenger Anached ng items: Shop Drawings		Delivery rate cover via:	□U\$ Mail	
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For approval As requested	⊗For your use	Reviewed-no exceptio For review and commi	ns noted ent	☐Reviewed-exceptio ☐Miscellzneous	ns poted
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Greg, Herewith is th 12Ye been incl 11 A-O, still as	e lintel repair detail. This detail luded on this drawing. You may uming 15% replacement. This o	l has been review want to substitut	ed by Howard S	AND Sicarphis commen	nts
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UNOFFICIAL COPY TRANSMITTAL / FAX

To: Greg Hudalla. Date: 10-2-97 Hunter Alliance Corporation: Company: Fax: 312-987-4650 Address 527 South Wells Street No. of Pages: City/State: Chicago, IL 60507 3110 North \$ 75 25 Chicago, ligrois 50657 Re: Garage foundation revisions. 773.327.8222 Project No: 9714 Fax: 773.327.8-372 Project Name: Vanguard Lofts From: Neil J. Tryba 00126764 Kenneth Samuels cc: Fax: 312-666-3558 cc: Moises Cukierman / Nancy Cutter Fax: 312-666-3559 cc: Fax: We are sending you via: Messenger [] Ovemight Delivery □US Mail (8)Attached Under seperate cover via: $\boxtimes Fax$ The following items: Shop Drawings ⊠Prints 1 STRUCTURAL ADDENDUM #1 Dated 10-2-97 of Dated of Dated ofDated These are transmitted as checked below: For encroval ⊠For your use Reviewed-no exceptions noted Reviewed-exceptions noted As requested ... Returned for corrections. For review and comment ☐Miscellaneous ☑Addenda to bid documents.

Remarks:

Greg,

As per our phone conversation, herewith is addendum which addresses the soil engineers new requirement of 1500 psi soil capacity. The other issues such as: waterproofing the basement walls; underslab drainage including 8" granular material under slab, drains 50'-0" o.c., water stops around perimeter; and omission of perimeter drain tile will be addressed with our civil engineer when his contract issues have been resolved with our client.

addendum 21/38

STEARN-JOGLEKAR, LTD.

Canouiting Directural Chatronen

Howard C.Stearn, A.I.A. Hillind R. Joglekar, Ph.D., P.E., S.E.

00126764

VANGUARD LOFTS CHICAGO, ILLINOIS

Revisions to Structural Drawings

ADDENDUM NO. 1 OCTOBER 2, 1997

\$2-1

- 1. Revise all F8.5 to read F9.5.
- 2. Revisa all F8.0 to read F8.5
- 3. Add F9.5 to "Foundation Schedule" F9.5; 9'-8"x9'-6"x1'-9" 10(#7) Ezel Way

83-2

1. Clarify detail "8": #5 AT 12" VERT. to #5 AT 12" VERT. EA. FACE

addendum 22/38

5002

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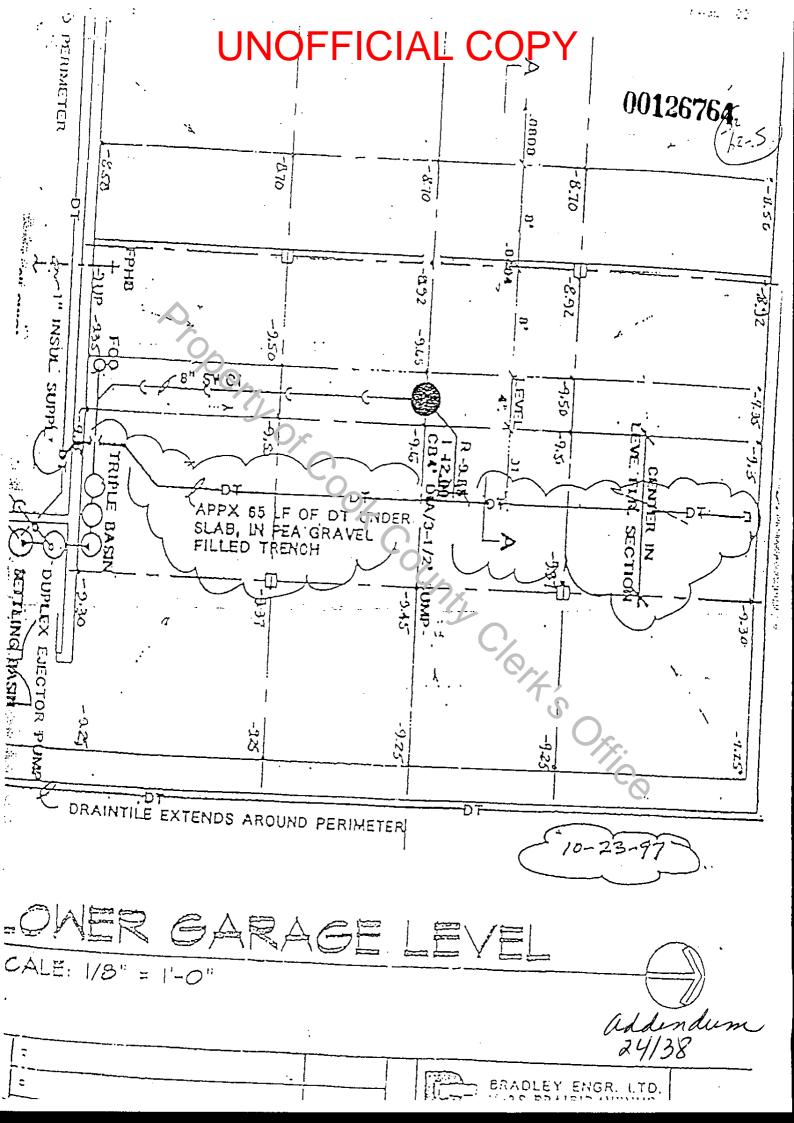
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- Appearance, strength, density and consistency, Load to load, panel to panel.
- Yau finishing looks great on us

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> addendum 23/38





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FITZGERALD
ASSOCIATES
ARCHITECTS

From Co.	Greg Hudalla Hunter Alliance Cor 527 South Wells Str. Chicago, IL 60607 Misc. Addenda #4.22 Nell J. Tryba	poration F	Date: Zx: io. of Pages: roject Notice roject Nation	10-24-97 312-987-4650 2 9714 Yanguard Lofu		ASSO ARCH	CLATE (TECT) Noch S-25ex 2173.217.222 773.227.2272
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Greg,				'Q			
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Attached is an addendum for the additional drain tile in the garage. Other additional items to include in the bid with respect to the perched water around the garage are: A continuous water-stop between the footing and the foundation wall, damp-proofing the foundation wall perimeter nellow grade, and 6" of CA7 gravel under the basement slab with 8-10" at the drain tile. Please feel free to call with any questions. Thanks.

addendum 25/38

Fax Transmission

Date:

16 September 1997

To:

Neil Tryba

Company:

FitzGerald Associates Architects

Fax #:

773-327-8072

Phone #:

773-327-8222

From:

John Nowakowski

Pages:

6

Re:

1250 W. Van Buren Lofte

Neil

Attached are the sketches of the revisions we recommend being edded to the bid documents for the 1250 W. Van Buren project...

Please call with any questions.

John

Keichmark & Associates, Inc.

Consulting Engineers

100 Tower Drive, Suite 240

Burr Ridge, Illinois 60521

Tel 630.850.7774

Fax 630.850.7042

00126764

K&A

Security Requirefor

Motors Deferiors on

18t Floor Units

Door confacts on

Old Units

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to Be welled

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REZMAR CORPORATION

Fax Cover Sheet

00126764

Date

Seplember 24, 1997

To:

Company: Huber Alliance

Fax#:

312-967-650

From:

Nancy Cutter

 α

Dan Mahru Moises Cukierman

pages, including cover sheet

1250 West Van Buren Rcc

Mease send a set of drawings to the following company with a request for proposal on the finishes:

Scott Meagan Carpet Mill Outlet 122 West Northwest Highway Barrington, IL 60010 .

phone 847-381-6171 fax: 847-381-5435

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addendum

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Addendum 28/38

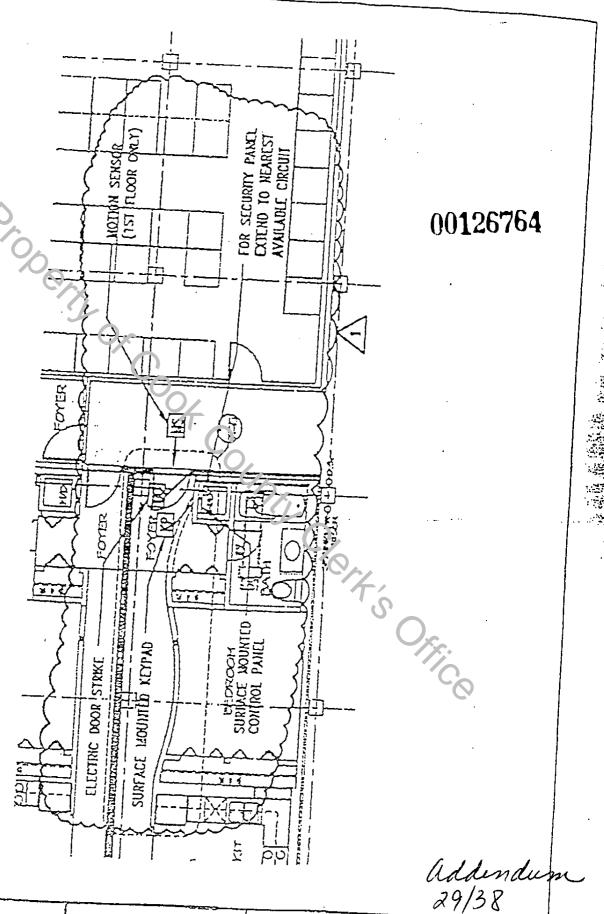
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Ketchmark & Associates, Inc.
Consider Engineers

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VANGUARD LOFTS 1250 WEST VAN BUREN CHICAGO, ILLINOIS

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Keichmark & Associates, Inc.

Const 10126764

Burr Ridge, Illinois 60521

Tel 630.850.7774

Fax 630,650,7042

Fax Transmission

Date:

01 October 1997

To:

Neil Tryba

Company:

FitzGerald Associates Architects

Fax#:

712-327-8072

Phone #:

773-327-3222

From:

John Nowakov

≓Pag⇔;

Re:

1250 W. Van Buren Lofts

Neil

Attached are additional electrical revisions we would like to said to the bid Clart's Office documents for the 1250 W. Van Buren project ...

Please call with any questions.

John

K&A

addendum 31/38

TRANSMI LINOFFA CIAL COPY

3110 North Sheffeld Chicego, lancis 60257 773.327.8222 Fax: 773,327,5072

Re:

To:

Company;

City/State:

Address

Misc. Addenda #3

Chicago, IL 60607

Greg Hudalia

Hunter Alliance Corporation

527 South Wells Street

Project No:

No. of Pages:

Date:

Fax:

9714

10-1-97

312-937-4650

Project Name:

Vanguard Lofts

From:

Neil J. Tryba

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∏For approval Dės requested

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Returned for corrections

Reviewed-no e.cerptions noted DFor review and comment

Reviewed-exceptions noted

☐Miscellaneous

Dated

Remarks:

Attached are additional addenda issued by our engineering consultants. Please note that included in this package is information with respect to the individual unit security systems which was not shown on the bid drawings and a revision to one of the electrical panels.

UNOFFICIA

Fax Transmission

Date:

16 September 1997

To:

Neil Tryba

Company:

FitzGerald Associates Architects

Fax #:

773-327-8072

Phone #:

13-327-8222

From:

John Noviekowski

#Pages:

Re:

1250 W. Van Buren Lei

Neil

Attached are the sketches of the revisions we recommend being edded to the bid documents for the 1250 W. Van Buren project... Clory's Original

Please call with any questions.

John

00126764

Keichmark & Associates, Inc.

Consulting Engineers

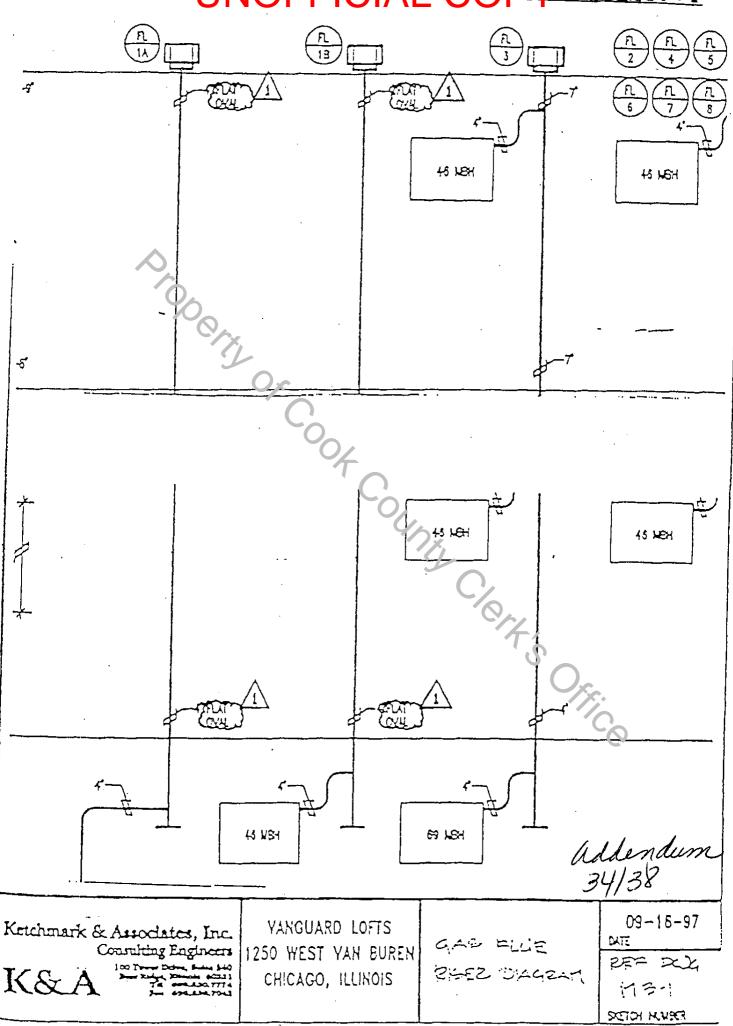
100 Tower Drive, Suite 240

Burr Ridge, Illinois 60521

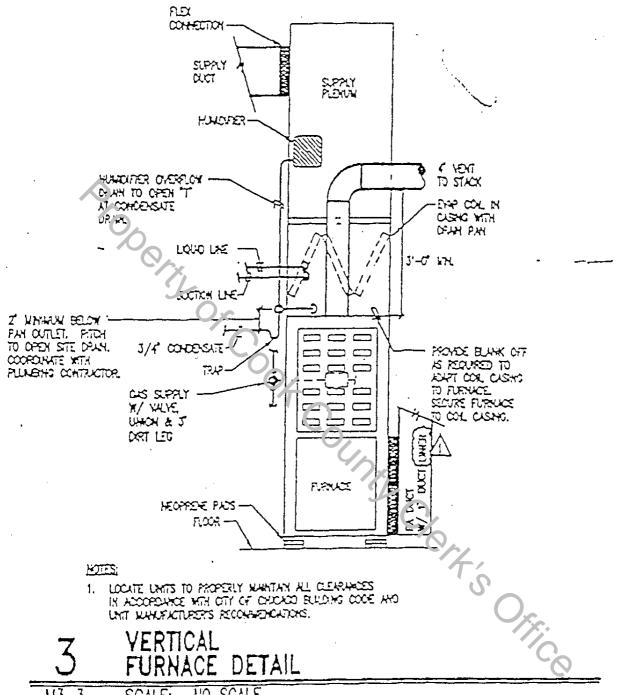
Tel 630.850.7774

Fax 630.350.7042

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00126764



KOTES:

1. נביאוד נאוד דס הייטיפינץ אייאראא אנן מביאיאיביב אוא אייטיפיאינע איזא מדון כך מאטאס פעינאיה סטב אים UNIT MANUFACTURERS RECONSIDENCIATIONS.

YERTICAL FURNACE DETAIL

NO SCALE SCALE:

addendum 35/38

Ketchmark & Associates, Inc. Consulting Engineers

VANGUARD LOFTS 1250 WEST YAN EUREN CHICAGO, ILLIHOIS

VERTICAL FUZILLE ひきつんし

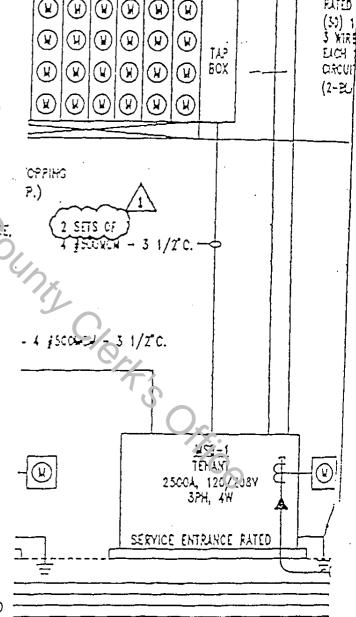
09-15-97 CUTE SEC DWG だろろ

SCELLY HOLDAS

NOFFICIAL COP 00126764 (1) THE ELECTRICAL CONTRACTOR SHALL PROVIDE A CHICAGO APPROYED EXERGENCY LIGHTING SYSTEM I DISTRIBUTION. THIS SHULL INCLUDE (1) 100 AND 120/2004, 3PH, 4%

MYNDEYCIANES: SENUM SIZTI ON YEOU TOTO MERITATE COMPLETE ASSEMBLY SHALL BE U.L. 1008 LISTED. OFTINHS PHOLUCE: ADJUSTABLE HORALL TO EVERGENCY AND EVERGENCY TO NORMAL TIME DELAYS, WAHUAL TEST SWITCH, UNDER/OYER YOUTAGE FREQUENCY SENSING AND HORNAL/EN AYRICASILITY INDICATION LIGHTS.

- (2) THE ELECTRICIL CONTRACTOR SHALL HOLUDE LABOR AND MATERIAL TO PROMDE AN ENERGENCY POWER SOURCE TO ELF ATOR \$2. THIS SHALL INCLUDE (1) 2004, 2084, SPH PUTOUATIC TRANSFER SMICH. VARIFACTURES: ZEYIT! ITS41 CR ASCO \$340. CONSTILL YZZENSTI SIMIT BE NIT 1003 FIZIED" CALDAR HACTOR: ETTAYLOUS ESE-ZONAT YOUR 14912 HORNAL TO EMESCENCY THE ENERGHICA LO HOSMAT THE DELAYS, MUNUAL TEST SAFTCH, UNDER/OYER YOUTHOR, FREQUENCY SENSING AND HORSALVEY LYDICABILITY INDICATION LIGHTS.
- 3 EVERGENCY LIGHTING FUSED DISCONNECT SYNTCH SERVICE ENTRLYCE RATED. 2504, 3 POLE, NEW -1, 100A AND WITH (3) 100 AND RX-1 CULL ELEMENT THE DELAY FUSES. ALSO PROYDE COX-ED APPROVED FOOL-100/1200/2001 W LETTE SOCKET, HEXX-1 ENCLISHEE ESMONTATE HTADTE MEGIBEO"
- (1) 2-154 PLUG FUSE PANEL "RYAN BOX" FEED WITH 3#104WG -3/4 C. RUN 3 112 AWG-1.2 C. TO POWER SUPPLY CE FIREYLLASH CONTROL PAHEL
- (3) EMERGENCY ELEVATOR TUSED DISCONNECT SHITCH, SERVICE EMIKATOE PATED. 2504, 3 POLE, NEWA-1, 200A AMP WITH (3) 200 AMP RK-1 DUAL ELEMENT TIVE DELLY SUCCE ALSO PROVIDE CON-ED APPROVED 2004 2084, JA KETER SOCKET, HENA-1 ENCLOSURE.
- (6) EGGA, 2084, 3PH, 3H WETER/C.T. CASINET SERVICE EMTRANCE PATED.
- 2 SETS OF 3 \$350HCH-3'C. ROUTED UNDERGROUND ENCASED IN A 3' CONCRETE ENYELOPE.
- (8) ELEVATOR DISCOMMENT SMITCH IN ELEVATOR PENTHOUSE. 2004, 250Y, 3 POLE NEWA-1.
- CHUCRD RIFFOOD 1/1x 12 2UB CHUCRD RIFFAL EDH EUS ATTACHED TO STREET SIDE OF WETER WITH U.L. LISTED U-CLAMP. TAG ALL CABLE CONNECTIONS AT THIS BUS WITH RED SYSTEM GROUND - DO HOT REMOYE TAG.



Ketchmark & Associates, Inc.

VANGUARD LOFTS Consulting Engineers | 1250 WEST VAN BUREN CHICAGO, ILLINOIS

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SKETCH MUZZER Addendum 36/38

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5.5 FUSS

- T DALLOREONSO LASES SHAFF, SE CITZZ , I, CASSOL DALLOR KING
- B. OSTROWNICH FUSES SHAT BE YK-1 YHD BK-2 TO SECRISED.
- C. PROVER (1) SELECT DESCRIPTION OF MITH (3) STARE FUSES OF EACH SIZE AND TIPE
- D. EXERCIPICAL FIGHTING STREET SHAFE ALLERANCE EASENCE LABOR. ILL. FJSES.
- E AMAZYCINSERS: EAZZANT THO PILIFINZS NO OLHES ATHRITOLIKES MILE YOUR DI

5.7 DISCONNECT SYNTCHES

- I ALL DESCOURSED EMICKES SHALL BE HEAVY-DATH WITH NEWA ENGLOSIFIE DITHO AS REQUIRED.
- B. FOR MOTORS, SMITCH SHALL BE RATED FOR HORSEPONTA REQUIREMENTS.
- C. ILL EXPRITORS STALL SE HA-BRESS CORRESSOR
- D. YLYUFACTURERS: SQUARE-D, ITE.

5.8 HOMOULL STARTERS

- Y. THE KRICKS 1/2 HOLZEKULES THE ZAMITES ZAMIT BE 1501/01! ZAMITE PASS. STATER SALL BE A MANALY CASTATED ACROSS-THIS-LIME THE PAUL OVERLOAD STATCH.
- AT ADJOIN 1/5 ADDEDUCES THO TIMES ANT BE SOO ANT! THREE PHASE, (MICES HOTED OTHERWISE) STAFTER SHALL BE MAGGING COMPANIED THE LONG FOR 1/2 THROUGH TO SO HORSEPOWER. STARTERS FOR WOTOR SIZES OVER SO HORSEPOWER 30YTOA CONERA HOLLSAYAL OSSOD HOLYNEROO 38 TAYS AUTO-TRANSFORMER TYPE. REFER TO MECHANICAL EQUIPMENT EQUIPMENT SUKBUE.
- C. THREE SHASE STARTERS SHALL HAVE CHRISKY LIMITHO CLASS 'R' THE THERY FUSES, 120 YOLT COILS, PROVARY AND SECONDARY FUSED CONTROL TRUNSFORMERS. (3) OVERLOAD TRIPS, (1) SET OF HORMALLY OPEN KORMALLY CLOSED CONTACTS AND RED "ON PROT LYCHT WITH WHISHUM STATTER SIZE OF "1". ALL STATTERS
 SHALL HAVE PHASE UMBALANCE ROLAYS, STARTERS WALL HAVE OTHER ZITI/ZLOS BALLORZ OS H'O'Y ZMLOREZ' SZLEY LO TACC ROKEDATE.

- D. EXILAGES SHALL BONS AS IN FREE THE SHALL BE ANSED THE TULL CONTUNES WITH APPLICABLE COSES.
- E. THE CHISSIEN OF A MOOR MINESSE IN THE FINDING SCH ATTUE CONTRUCTOR OF THE RESPONSEINT OF B RECUred FATURES, OF PROFER TITE, AS SHOWN ON TH
- ि स्टास्टर उस्से सं संद्रास्य अस्तिरह वर जन्म CETORS WILLIAM STATEMENT IN CETORS JURICIA BOX WITH FLEXES CONDUIT. FIXLE CONNECTI FOLLS SEAT DE MILH HEAT RESOLUTE ANSE OF LIFE FOL
- RECESSED TUDORESCENT 120 YOLF, \$14 RISH OR THEN.
- MANUA UTIETE CONOMI ZIE ZYTT SE 3/8.
- און שווא צאינדאה האוואה ואנטבסבאל ואכטבסבאל אוני און PROTECTIVE DEVICE IN THE FATURE HOUSING.
- भ एकाक व्याप्टर के भी उसे भिर अपा है है ले
- L LEGH CHERTICH OF THE YORK, AS DETERMINED IT LITTURES SAMT BE CITCH THO LIKE LEGHT LOSSIN ! ETC
- IN CENTAN ASSES SKONN ON THE DRAWNESS THI FORTHER ARE APPROXIMATE ONLY AND THE EUGH PERCHAPIT LENGTHS WILL BE DETERMINED FOR ELECTIVES BY THE ARMITECT.
- FLEXISE AND INSTALL ALL LURS ROUNED, HOLDER FOR BUDGED-OUT - LLAPS, LIKTL THAL ACCOPTINGS OF MAY TO NOTING DIVINE OF SOIL MIT IN 192 LUYES
- EXIL 2 THAT AND DISECTIONAL SONS
- FUZ 35' AND INSTALL SYCKS BY COVPLIANCE WITH CITY ELECTRON MODE AND THE CHICAGO FIRE PREVENTION OF
- LETTERS LYD LEROWS SYLLL BE RED ON WHITE TAKE zzzz
- U1:53
- PLEASESCENT LUMPS SHITE OF THE REQUIRED THE MYLLYSE LIKE FATS, COLUS SHATT BE, MYSH AR. OTHERKS.
- 2. HOLDESCENT LLUPS SHULL BE RUED AT 130 YOUTS.
- 3. LUMPS OF THE SAME TYPE SHALL BE THE PRODUCT OF I
- MANUFACTURERS: DUROTEST, GENERAL ELECTRIC, ITT. WESTINGHOUSE.
- H. PEKKKKIN LAW BALLAST SALL BE CON/ELL APPARA OF THE HIGH POWER FACTOR TYPE WITH CLUSS CAPACITOR PROTECTION.

Ketchmark & Associates, Inc.

VANGUARD LOFTS Consulting Engineers 1250 WEST YAN BUREN CHICAGO, ILLIHOIS

ELECTRICAL SPECIFICATION G

09-16-97 CUTE ZEF D-X

E1-2 SKETTOH HUMBER

addindum 37/38

MA TERMS

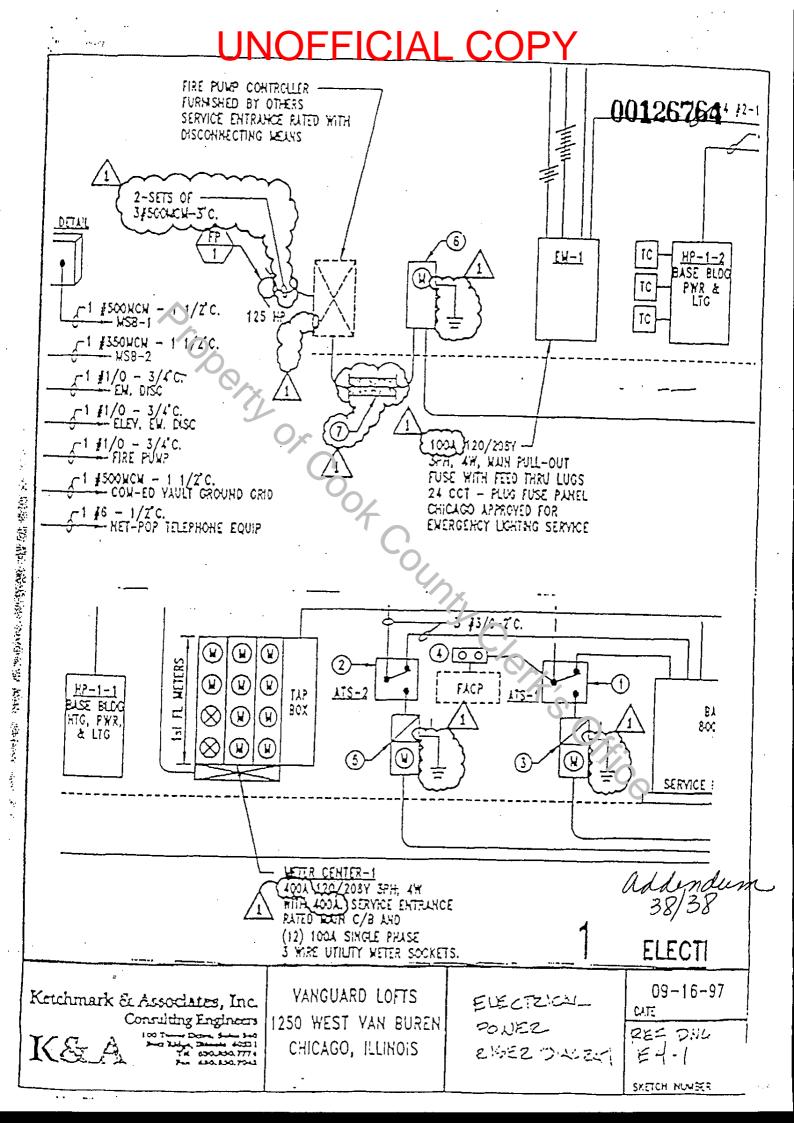


EXHIBIT B

00126764

MINIMUM DOLLARS VALUES FOR COST PLUS A FEE CONSTRUCTION CONTRACT WITH THE REZMAR CORPORATION

- A. \$8,725,000 100% Union project with guaranteed delivery dates. Worst case! We share all savings through diligent efforts on a ?%/?% basis.
- B. \$8,575,000 100% Union project with guaranteed delivery dates. Assumes we can generate \$150,000 dollars in tax rebates. Not much of a risk.
- C. \$8,475,000 100% Union project with guaranteed delivery dates. With finding \$100,000 in value engineering and generating \$150,000 in tax rebates.
- D. \$8,425,000 100% Union, due to an additional savings in tax rebate 25 / 75% (because several low bidders won't qualify for participation).
- E. \$8,375,000 100% Union, due to additional Value Engineering savings 75 / 25% (I feel that there is a real possibility here but now you must discount the hoped for savings in line D above. So I have combined lines D & E.1.
- F. \$8,125,000 100% Union, we have negotiated an overall (averaged out) 3% reduction from all of the participating subcontractors. 60 / +0% (Some subs will balk at further reduction requests).
- G. \$8,100,000 or lower 100% Union, this would only come through all of the above happening at the maximum end of the attempts and through some cost savings generated through less expenditures than projected involving the general conditions. 10 / 90%.

All the qualified proposals that created the numbers above were based on the premise that there was going to be an elevator in operation and for their materials and manpower use for most if not all of the duration of the project. Those proposals were also based on the project oping 100% union with no foreseeable work stoppage due to labor or construction dollar loan ssues.

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

EXHIBIT C

STATE OF ILLINOIS COUNTY OF COOK

The afflant, JOSEPH P. CACCIATORE, being duly sworn on outh deposes and says that he is GENERAL CONTRACTOR of Muriter Alliance Corp. 126764
527 South Wells Street, for the construction of Vanguard Lofts, 1250 West Van Buren, Chicago, Illinois - General Conditions and Overhead.

That, for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, and of amounts paid.

1	2		2		4		E į	t	7		
Itame and Address	Kind of Work		Amount of Contract		Extres		Total	Net Paid Freviously	Net Am This Pay		Bulance To Complete
lunter Alliance Corp.	Office Utility (Gas)	\$	2,400.00	\$	•	3	2,400.00	\$.	\$	•	\$ 2,400.0
lunter Alliance Corp.	Office Utility (Telephone)	\$	3,600.00	\$	•		1,500.00	\$ -	3	•	\$ 3,600.00
iumer Alliance Corp.	Mobil: Telephone		2,400.00		-		2,400.00	\$ -	\$	-	\$ 2,400.0
lunter Alliance Corp.	Port 14.15	\$	3,600.00	\$	•	\$	3,600.00	*	\$	•	\$ 3,600.0
kunter Alliance Corp.	- Dumpstern	Ş	10,000.00	\$	-	\$	30,000.00	\$	\$	•	\$ 30,000.00
kınter Alliance Corp.	Tempolary Cower	ş	17,500.00	\$	•	5	17,500.00	*	\$	-	\$ 17,600.0
hunter Allience Corp.	Temporal v Hr.at	3	20,000.00	*	•	\$	20,000.00	\$	Ş	-	\$ 20,000.0
lunter Alliance Corp.	Fire Protection	3	2,500.00	\$	-	2	2,500.00	\$.	\$	-	\$ 2,500.0
kurler Alliance Corp. Jumer Alliance Corp.	First Aid & USFW Bulletin Board Mc V bux	•	5,000,00	3	•		5,000.00	•	5	•	\$ 5,000.0
hunter Alliance Corp.		3	180,00	\$	**	•	150.00	•	\$	•	\$ 160.0
iviter Alliance Corp.	Fax Machine and Pager Zerox Machine and Pager	•	1,000.00	\$	•	•	1,000.00	\$ -	\$	•	\$ 1,000.0
iunter Alliance Corp.	Computer and Printer	3	2,550.00 2,960.00	\$	•	2	2,660.00	•	2	-	\$ 2,550.0
lunter Afflance Corp.		•	•	*	•	•	2,950.00	\$ ·	•	7	\$ 2,950.0
kunter Alliance Corp.	Office Supplies Coffee, Water & Donuts	0		•	•	•	800.00	•	¥ .	•	\$ 600.0
			1,260.00	\$	-	3	1,250.00	\$.	3	-	\$ 1,250.0
hinter Alliance Corp.	Alarm for Office			:	•	-	1,200.00	*	¥	-	\$ 1,200.00
lunter Alllance Corp.	Cleaning Service		444444	\$	•	\$	2,500,00	•	\$	-	\$ 2,500.00
kunter Alliance Corp.	Pinishes Protection	-		\$	-	\$	25,000.00	2 .	\$	-	\$ 25,000.00
lunter Alliance Corp.	Clean Up Supplies	3		\$	•	\$	3,500.00		3	•	\$ 3,500.00
lunter Atliance Corp.	General and Clean Up Thois	*		#	•	\$	1,000.00	\$.	\$	•	\$ 3,000.00
kunter Alliance Corp.	Final Cleaning Service	•	12,600	_	•	2	12,600.00		2	•	\$ 12,500.00
unter Afflance Corp. unter Afflance Corp.	Radios Insurance	3	2,200.00 60,700.00	\$	O.		2,200,00 59,700,00		\$	-	\$ 2,200.00
VIERHEAD		•		(0,	,			•	•	\$ 50,700.04
unter Alliance Corp.	Staff: Foreman, Superintendant, Bookeeper, Staff Assistant, Project Manager - Executives at Home Office, Attorney Fees, Travel, Gas, Auto, Accountant, Meals, Signage, P.R.	*	\$29,000.00	*	.,	•	329,000.00	\$ ·	\$	•	\$328,000.00
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	ital & Union Related Issues By Owner		7-38-2-0d	-		 	**************************************	-			
TOTAL		*	625,000.00	\$ 	2-2-2-2	\$ 	625,000.00	• • • • • • • • • • • • • • • • • • •	\$ ************************************	•	\$ 525,000.00
MOUNT OF ORIGINAL XYRAS TO CONTRACT		\$	625,000.00				rk Complet 83 % Retaine				• •
OTAL CONTRACT AND	EXTRAS	\$	525,000.00			NET	AMOUNT EA	RNED			
REDIT TO CONTRACT DJUSTED TOTAL CON	TRACT		·				T PREVIOUSL' T AMOUNT TH			^	
this understand that	the total amount paid to date plus the ar		of requested in		is north	den	chall ship awar	- V	of work ove	- 	
	livers of Lien for all materials under my					(UOII)	aveni únt exce		33 AACH II CYCL		i to tasta.
ragine to raintain ere	Acts of Fight In Williamstatt dienal than			-	•						7
	. -		•	96	MED						
Subscribed and Swo	n to before me this day of		······			199	3.				
							NOTARY PL	IBI IC			
	•						RUINKIP	JOHN V			

00126764



GENERAL CONTRACTORS 312-987-1900

EXHIBIT D