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PREPARED BY: Robert J. Law  
ADDRESS: 205 N. Main, Suite 103  
CITY AND STATE:  
Bloomington, IL 61701

0020330784

2643/0196 11 001 Page 1 of 9  
2002-03-22 15:31:34  
Cook County Recorder 20.50

TECHNICAL SOLUTIONS &  
SERVICES, INCORPORATED,

CLAIMANT

vs.

SIMON PROPERTY GROUP, INC.,  
RESPONDENT



0020330784

RECORDER'S STAMP

## STATEMENT OF CLAIM FOR MECHANICS LIEN

STATE OF ILLINOIS  
COUNTY OF McLEAN

} SS.

IN THE RECORDER'S OFFICE

CLAIMANT represents that TECHNICAL SOLUTIONS AND SERVICES, INCORPORATED, 110 E. Queenwood, Morton, Illinois is engaged in the business of providing electrical and mechanical services at: 110 E. Queenwood, Morton, Illinois, that on the 10<sup>th</sup> day of January, 2001, it entered into a written contract with ENRON ENERGY SERVICES NORTH AMERICA, INC., owner, for a certain building to be erected on the following tract, lot or parcel of land owned by SIMON PROPERTY GROUP, INC., and claimant's claim is due and owing by SIMON PROPERTY GROUP, INC., as owner of the real estate legally described on Exhibit "A" attached hereto. Permanent Index Number: 2710301007

Said agreement required claimant to furnish material and labor in accordance with the Construction Order No. 003 attached hereto as Exhibit "B" to be paid upon within thirty days of invoice.

All material was furnished and the labor performed from the 1<sup>st</sup> day of March, 2001.

The job was completed on the 7<sup>th</sup> day of December, 2001.

The claimant DID NOT furnish EXTRA material and labor required and used upon said premises

All of said material was furnished and labor supplied, used and bestowed upon, in and about said premises, situated at 288 Orland Square Drive, Orland Park, Illinois.

NOTE: PLEASE TYPE OR PRINT NAME BELOW ALL SIGNATURES

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ITEMS OF ACCOUNT  
TOTAL Items of Account \$53,803.00

ITEMIZED ACCOUNT OF EXTRAS  
TOTAL Account of Extra \$0.00

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NOW COMES TECHNICAL SOLUTIONS AND SERVICES, INCORPORATED, the Claimant,) and claims a lien on said premises (Under the law entitled "An Act to Revise the Laws in Relation to Mechanic's Liens," approved May 18, 1903, in force July 1, 1903, together with all amendments thereto), and the improvements thereon and against all persons interested therein for the sum of \$27,760.06 now due and unpaid, viz:

To amount of Contract . . . . .	\$53,803.00
To extra work and labor . . . . .	\$0.00
By payments . . . . .	\$26,042.94
Balance Plus Retainage . . . . .	\$27,760.06

Claimant further represents that there is now due it the said balance of \$27,760.06 which respondent neglects and refuses to pay though requested, by reason whereof Claimant is entitled to a lien on said premised and the improvements thereon for said sum and interest from the maturity of the debt, according to the Statute in such cases made and provided.

TECHNICAL SOLUTIONS AND SERVICES,  
INCORPORATED, Claimant,

By [Signature]  
Its President

STATE OF ILLINOIS  
COUNTY OF McLEAN

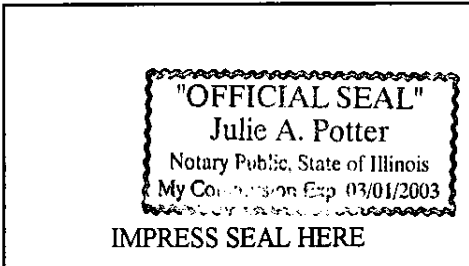
} SS.

RICHARD LeNEVE, on oath duly sworn says that he is the claimant, agent or employee of claimant, that the foregoing statement of claim for lien by him subscribed is true, that affiant has knowledge of and personally knows that the materials, labor and services it rendered and bestowed upon the building and premises aforesaid, and that there is now due and owing to the claimant \$27,760.06 after allowing all just credits, counterclaims and set-offs.

[Signature]  
Claimant

Subscribed and sworn to before me this 14  
day of March, 2002.

[Signature]  
Notary Public



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## EXHIBIT A

STREET ADDRESS: Orland Square Mall, 288 Orland Square Drive, Orland Park, Illinois

LEGAL DESCRIPTION: Part of the West Half of the Southwest One Quarter and Part of the East Half of the Southwest One Quarter of Section 10, Township 26 North, Range 12 East of the Third Principal Meridian

TAX PARCEL NUMBER: 2710301007

Property of Cook County Clerk's Office

Contract No.: SIMN-ORIL-01-05-15950

## CONSTRUCTION ORDER NO. 003

In accordance with the Master Construction Subcontract dated as of January 10, 2001 by and between Enron Energy Services North America, Inc. ("EESNA") and Technical Solutions Services, Inc. ("Subcontractor") (the "Subcontract"), EESNA hereby authorizes Subcontractor to perform the Work described below.

**Client Name:** Simon Properties  
**Work Site:** Orland Square Shopping Center  
Orland Square, IL

### 1. Purpose of Construction Order

The purpose of this Construction Order is to provide a Turnkey implementation of a Direct Digital Control System for the Central Chilling Plant at the above mentioned location.

### 2. Clarifications

- 2.1 Section references to the Subcontract are shown in [brackets].
- 2.2 All General Terms and Conditions specified in the Subcontract shall apply to this Construction Order.
- 2.3 Capitalized terms not defined in this Construction Order shall have the meaning assigned to them in the Subcontract.

None

### 3. Definitions

The following definitions shall apply to this Construction Order:

Direct Digital Control System (DDC)

### 4. Scope of Work [2.1]

The Work consists of the scope of work described in this Section 4:

The Subcontractor shall specify, and otherwise convey the tasks required under this Construction Order. The temperature control system shall be furnished and installed with the basis of design as outlined by the following:

Dwg.	Title	Job Name	Drawn By	Dated
M-1	Chilled Water System Equipment Layout	Simon Orland Square	Air Comfort	11-15-00
M-2	Chilled Water Demo Layout	Simon Orland Square	Air Comfort	11-15-00
M-3	Piping Layout	Simon Orland Square	Air Comfort	11-15-00
M-4	Flow Diagram	Simon Orland Square	Air Comfort	11-15-00
M-5	Electrical Plan	Simon Orland Square	Air Comfort	11-15-00

Included are Controls for the required refrigerant exhaust system  
Attachment A: Chiller Plant Sequence of Operation  
Attachment B: Minimum Point List

Subcontractor shall submit for review, the (6) sets of Control Schematic Submittals, when the project design work is 75% complete, and at any other time requested by EESNA. Subcontractor shall receive Enron's and customer's comments for consideration into the Control Schematic Submittals. Subcontractor will submit (6) sets of as-built drawings. Electronic drawings shall be compatible with the following software: AutoCad 2000 or Visio Technical. Subcontractor will recommend a size for hard copy drawings, this size will be reviewed and approved by EESNA. Subcontractor will submit Control Schematics and as-built drawings in the form of electronic drawings and in the form of hard copy drawings.

The design deliverables are as follows:

- Temperature schematic drawings detailing device location, point to point wiring, interlock and control wiring to existing equipment and point names with addresses.
- Bill of materials for each temperature control schematic drawing identify device, manufacture, model number and description including range and accuracy.
- Submittals on all equipment to be furnished.
- Sequence of operation written specifically for each piece of equipment or system to be controlled including alarm levels, set points and set point adjustments.
- Control panel layouts identifying point names, addresses and termination points.
- Electrical power schematics
- Piping and equipment installation details
- Specifications for new equipment, materials, and construction implementation

The system shall be designed in accordance to the Client's design and construction standards.

Upon review of the engineering design drawings and specifications and a written Notice to Proceed (NTP) from EESNA, Subcontractor shall furnish and install all required construction components, systems, and implementation as per the engineering design drawings generated as stated above

For penetrations through the roof and walls, Subcontractor shall furnish and install proper sealing to maintain fire ratings, warranties, vapor barrier and thermal integrity.

The Subcontractor shall provide demolition and removal of retired mechanical equipment and material involved in this project such as: old control panels, tubing, and wiring. Subcontractor shall properly dispose of all construction debris and clean the work area at the end of each workday.

The Subcontractor shall provide demolition of existing electrical service to the existing controls and control components. Subcontractor shall remove unused conduit and wire back to first pull box. Subcontractor shall re-use existing conduit where possible.

Subcontractor shall bear the risk of loss for all equipment and/or materials that are part of the Work and supplied by Subcontractor and EESNA and shall maintain, protect, insure and be fully responsible, including temporary storage, for all such equipment and/or materials until the Work is substantially complete or accepted in writing by Client, whichever event shall occur first.

Operation of the facility is to continue throughout the course of this Work. Utility and building systems and services (water, gas, heating, exhaust, fire protection, electrical service, communications, air conditioning, compressed air, etc.) serving the existing in-use areas of the building shall not be taken out of service or disconnected without prior arrangements with EESNA and the Client.

Subcontractor shall furnish and install all ancillary materials and equipment necessary for a complete installation of the system, such that the system is fully integrated into the facility, is fully

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operational and meets its intended performance criteria as determined by the process loads provided by the Client.

Notwithstanding the designated equipment and/or materials or the sequence of operation of this Scope of Work, Subcontractor is responsible for ensuring that all equipment and/or materials installed as part of the Work is/are properly sized and selected for the system(s) to be repaired, replaced or modified such that system(s) function properly and provide their intended performance characteristics.

Subcontractor shall be responsible for all rigging, hoisting, and lifting of the equipment, which shall include but not be limited to providing rollers, jacks, slings, clevis, shackles and dunnage necessary to safely place, jack, and otherwise to unload the equipment and materials at the job site and move the equipment and materials to the appropriate installation area(s).

Subcontractor shall provide start up and commissioning of the system to demonstrate compliance with the requirements of the scope of the Work. Subcontractor shall document all commissioning activities.

Within fifteen (15) business days of the Effective Date, or such later date as approved by EESNA, Subcontractor shall provide submittals on all material and equipment being furnished by the Subcontractor. The submittals shall consist of parts list of material and equipment being furnished, manufacturer data sheets with wiring diagrams and control drawings indicating the wiring of the furnished equipment with the existing equipment and a sequence of operation. Subcontractor shall provide (4) copies of the submittal.

Upon completion of the Work, Subcontractor shall provide (4) sets of Operating and Maintenance Instructions. The Operating and Maintenance Instructions shall be assembled in three-ring binders, using an index at the front of each volume and tabs for each system or type of equipment. The following shall be provided for each type of equipment: as-built mechanical and electrical drawings, as-built control and wiring diagrams, as-built sequence of operation, manufacturer's wiring diagram, records of tests performed to certify compliance with system requirements, parts lists for manufactured equipment, warranties and manufacturer maintenance requirements.

Subcontractor shall provide instructions to the Client's personnel in the proper operation and maintenance of systems and equipment furnished as part of this project. Subcontractor shall provide one (1) day of instruction using the Operating and Maintenance manuals during this instruction. Subcontractor shall demonstrate startup and shutdown procedures for all equipment.

If Asbestos Containing Materials (ACM) is noted at the Project Site and if these compounds will be disrupted while performing the Work, the removal of existing ACM from areas to be affected shall be the responsibility of the Client and shall be accomplished prior to the commencement of the work described here. Subcontractor shall stop in this area and notify Construction Manager and Client immediately.

Subcontractor shall provide warranty for labor and materials in accordance with the Subcontract. The warranty period will begin after acceptance by Client.

Subcontractor's scope of work excludes design responsibility and Subcontractor agrees it has read, understands and shall comply with Article 2.1.3 of the Subcontract.

The following are the only exceptions or special permit conditions applicable to the Work [2.4]:  
None.

The following Drawings and Specifications shall apply to the Work:

<u>Dwg.</u>	<u>Title</u>	<u>Job Name</u>	<u>Drawn By</u>	<u>Dated</u>
M-1	Chilled Water System Equipment Layout	Simon Orland Square	Air Comfort	11-15-00
M-2	Chilled Water Demo Layout	Simon Orland Square	Air Comfort	11-15-00
M-3	Piping Layout	Simon Orland Square	Air Comfort	11-15-00
M-4	Flow Diagram	Simon Orland Square	Air Comfort	11-15-00
M-5	Electrical Plan	Simon Orland Square	Air Comfort	11-15-00

Included are Controls for the required refrigerant exhaust system

Attachment A: Chiller Plant Sequence of Operation

Attachment B: Input/Output Summary

The scope of work does not consist of Professional Services.

**5. EESNA Procured Equipment and Materials [2.2]**

EESNA shall provide the following items of equipment and/or materials:

One (1) Tridium Jace Control Panel

**6. Work Schedule [2.6 and 4.2]**

Subcontractor shall commence the Work on the later of the two dates set forth below (the "Effective Date") and shall achieve substantial completion of the entire Work not later than May 25, 2001 (the "Contract Time"), subject to adjustments of this Contract Time as provided in the Agreement.

Subcontractor shall prepare and submit for EESNA's approval a construction schedule for performance of the Work no later than (15) days after the Effective Date. The schedule shall not exceed the time limits current under the Contract Documents, shall be revised at appropriate intervals as required by conditions of the Work and the Project, shall be related to the entire Project to the extent specified by the Project Manager, and shall provide for expeditious and practicable execution of the Work. Project schedule to be submitted in the form of Suretrack, Microsoft Project, or Excel Spreadsheet.

Subcontractor shall perform the Work in accordance with the most recent schedule approved by the Project Manager.

Subcontractor shall perform the Work at such times as to cause a minimum of inconvenience and disruption to the use of any facility. The Work shall only be performed during the following times: Subcontractor shall perform work only during times that are coordinated with and approved by the Client and EESNA.

**7. Progress Reports [2.7]**

Progress Reports shall be submitted on a weekly basis. Each Progress Report shall include without limitation the following items:

Progress Report Criteria: Daily project reports shall be maintained by subcontractor stating: number of workers on site with corresponding craft designation, work performed, materials arriving on site, problems encountered and resolution of such, and pending issues.

**8. Codes and Standards [2.8]**

The Work shall comply with all Laws including without limitation the specific Laws and/or specifications set forth below:

All services provided hereunder shall conform to all applicable laws, regulations, codes, and generally accepted industry practices and standards, which shall include, if applicable, but not be limited to OSHA, ASME, ASTM, ANSI, NFPA, IEEE, and NEC. Materials and equipment shall bear the UL label or be a UL-listed product.

**9. Compensation for Work [5]**

Construction Order Price: \$ 53,803.00

This Construction Order shall be a lump-sum fixed price Construction Order, and Subcontractor shall not be entitled to any increase whatsoever in the Construction Order Price, except as expressly provided for in the Subcontract.

**10. Cost Clarifications**

None

**11. Specifications for Deliverables [7.2.1(h)]**

Specify all drawings, manuals, warranties, and disposal of material manifests, if applicable, including without limitation four (4) sets of as-built drawings, both hard copy as well as electronic, all as specified Subcontractor shall provide design drawings, specifications, as-built drawings, O&M manuals and warranties as described in Section 4 above.

Hard copy as-built drawings shall be in the following size: 11" x 17"

Electronic drawings shall be compatible with the following software: AutoCad 2000 or Visio Technical

**12. Additional Insurance Requirements [11]**

None

**13. Address for Invoices**

Enron Energy Services North America, Inc.  
12 Salt Creek Lane  
Suite 450  
Hinsdale, IL 60521

Attention: Ed Stec

Invoice Reference: SIMN-ORIL-01-50-15950



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EESNA's Project Manager: **Ed Stec**  
630-321-2083  
630-654-5119

Subcontractor's Supervisor: **Dan Hose**  
309-266-8774  
309-266-8424

IN WITNESS WHEREOF, the Parties have executed this Construction Order by their duly authorized representatives

AUTHORIZED BY:

ENRON ENERGY SERVICES NORTH AMERICA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_ BY: John M. Druffel  
Title: \_\_\_\_\_ NAME: JOHN M. DRUFFEL  
Date: \_\_\_\_\_ TITLE: ATTORNEY IN FACT  
DATE: 3/20/01

ACCEPTED BY:

TECHNICAL SOLUTIONS SERVICES, INC.

By: Richard L. Lave  
Name: Richard Lave  
Title: RES & GM  
Date: 3-22-01