

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



SUBCONTRACTOR'S NOTICE OF CLAIM FOR LIEN
AGAINST KENNY CONSTRUCTION COMPANY, BRYN MAWR HOTEL,
L.L.C., BENENSON BRYN MAWR, L.L.C., LAB BRYN MAWR, L.L.C., REB
BRYN MAWR, L.L.C., LAKELAND BRYN MAWR HOTEL, L.L.C., KF
BRYN MAWR HOTEL, L.L.C., BRYN MAWR, L.L.C., BRYN MAWR LAND,
L.L.C., RENAISSANCE HOTEL MANAGEMENT COMPANY, L.L.C., 8550
BRYN MAWR, L.L.C., DRAKE NORTH, INC., WAVE ENTERPRISES, INC.,
FIRST MIDWEST BANK, NATIONAL ASSOCIATION, FIRST BANK AND
TRUST COMPANY OF ILLINOIS and ANY UNKNOWN OWNERS
AND NON-RECORD CLAIMANTS

1. The claimant, TOR Construction Co., Inc., ("TOR") of 301 Sundown Road, South Elgin, Illinois 60177, hereby files a notice and claim for lien against the Real Estate as herein defined, and gives notice of its lien to the general contractor and agent for the Owner(s), Kenny Construction Company ("Kenny"), of Wheeling, Illinois the current Owner(s) of record and lender(s) as set forth herein, and as further set forth on the attached Schedule of Owner(s)/Lender(s), attached hereto as Exhibit 1, namely Bryn Mawr Hotel, L.L.C, Benenson Bryn Mawr, L.L.C. (46% ownership interest), LAB Bryn Mawr, L.L.C. (27% ownership interest), REB Bryn Mawr, L.L.C. (27% ownership interest), Lakeland Bryn Mawr Hotel, L.L.C., KF Bryn Mawr Hotel, L.L.C., Bryn Mawr, L.L.C., Bryn Mawr Land, L.L.C., Renaissance Hotel Management Company, L.L.C., 8550 Bryn Mawr, L.L.C., Drake North, Inc., Wave Enterprises, Inc., First Midwest Bank, National Association, First Bank and Trust Company of Illinois, and any persons and/or entities claiming to be interested in the Real Estate herein, and states as follows:

2. That on information and belief, on or prior to July 21, 2000, the Owners owned fee simple title to Real Estate, which land is in the County of Cook, State of Illinois, commonly known as 8500 W. Bryn Mawr, Chicago, Illinois, 60631 and legally described as:

THAT PART OF THE WEST 295.63 FEET (AS MEASURED AT RIGHT ANGLES) OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼ AND THE NORTH LINE OF THE SOUTH 510.03 FEET (AS MEASURED ON THE WEST LINE) OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼; THENCE NORTH 00 DEGREE, 04 MINUTES, 44 SECONDS EAST ALONG SAID WEST LINE 123.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES, 20 MINUTES, 37 SECONDS EAST, 53.38 FEET; THENCE SOUTH 01 DEGREE, 37 MINUTES, 50 SECONDS EAST, 10.36 FEET; THENCE NORTH 88 DEGREES, 22 MINUTES, 10 SECONDS EAST, 147.54 FEET; THENCE NORTH 01 DEGREE, 46 MINUTES, 55 SECONDS WEST, 9.17 FEET; THENCE NORTH 88 DEGREES, 58 MINUTES, 55 SECONDS EAST, 5.48 FEET;

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THENCE NORTH 01 DEGREE, 45 MINUTES, 00 SECOND WEST, 0.20 OF A FOOT;
THENCE NORTH 88 DEGREES, 15 MINUTES, 00 SECOND EAST, 89.36 FEET TO
THE EAST LINE OF THE WEST 295.63 FEET AFORESAID; THENCE NORTH 00
DEGREE, 04 MINUTES, 44 SECONDS EAST ALONG SAID EAST LINE 356.31
FEET; THENCE SOUTH 85 DEGREES, 32 MINUTES, 50 SECONDS WEST, 296.56
FEET TO THE WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼
AFORESAID; THENCE SOUTH 00 DEGREE, 04 MINUTES, 44 SECONDS WEST,
340.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Kenny was the Owner(s)' agent and contractor for the improvement thereof.

3. That on July 21, 2000, TOR entered into a subcontract with Kenny, said subcontract is attached hereto as Exhibit 2, under which TOR was to provide labor, materials, tools, supplies, equipment, and services for the cast-in-place concrete work for the commercial structure to be erected on the Real Estate. TOR commenced work as required under the subcontract and performed certain work and purchased certain materials required for performance under the subcontract.

4. On May 4, 2002, TOR completed all work that was required under its written subcontract with Kenny.

5. As of the date of this Claim for Lien, there is due unpaid and owing to TOR, after allowing all reductions and credits, the amount of:

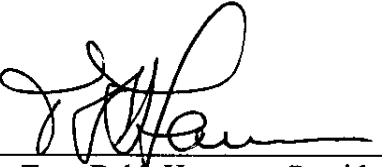
Contract Price	\$ 5,771,793.00
Extras	\$ 389,559.00
Pending Change Orders (Work Completed)	\$ 1,049,674.95
Unexplained Reductions	\$ 25,932.00
<u>Paid to Date</u>	<u>\$ 4,928,968.40</u>
Balance Due	\$2,307,990.55

plus interest at a statutory rate of ten percent (10%) per annum pursuant to Section 1 of the Illinois Mechanic's Lien Act, 770 ILCS 60/0.01 *et seq.*, for which TOR claims a lien on said land and improvements, and on the moneys or other consideration due or to become due from the Owner(s) under said written subcontract to Kenny, Bryn Mawr Hotel, L.L.C., Benenson Bryn Mawr, L.L.C., LAB Bryn Mawr, L.L.C., REB Bryn Mawr, L.L.C., Lakeland Bryn Mawr Hotel, L.L.C., KF Bryn Mawr Hotel, L.L.C., Bryn Mawr, L.L.C., Bryn Mawr Land, L.L.C., Renaissance Hotel Management Company, L.L.C., 8550 Bryn Mawr, L.L.C., Drake North, Inc., Wave Enterprises, Inc., First Midwest Bank, National Association, First Bank and Trust Company of Illinois, and any Unknown Owners and Non-Record Claimants.

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TOR Construction Co., Inc.

By: 
Tore-Bakk Hansen – President
Tor Construction Co., Inc.

Prepared by:

William K. Kane
Marina Popovic
Kane, Laduzinsky & Mendoza, Ltd.
225 West Washington
Suite 100
Chicago, IL 60606
(312) 726-2322

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VERIFICATION

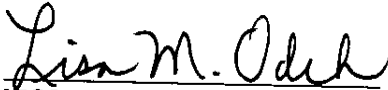
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Affiant, Tore Bakk-Hansen, being first duly sworn on oath, deposes and states that he is the President of TOR Construction Co., Inc., that he has read the foregoing subcontractor's Claim for Lien, and that he has personal knowledge of the contents thereof, and that the statements contained therein are true and correct.

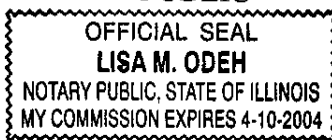


Tore Bakk-Hansen
President
TOR Construction Co., Inc.

SUBSCRIBED AND SWORN TO
before me this day of July 19
2002.



NOTARY PUBLIC



Prepared by:

William K. Kane
Marina Popovic
Kane, Laduzinsky & Mendoza, Ltd.
225 West Washington
Suite 100
Chicago, IL 60606
(312) 726-2322

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SCHEDULE OF OWNERS/LENDERS

BRYN MAWR HOTEL, L.L.C.
c/o John H. Mays, Registered Agent
Gould & Ratner
222 North LaSalle Street
Suite 800
Chicago, Illinois 60601

BENENSON BRYN MAWR, L.L.C.
c/o CT Corporation System,
Registered Agent
208 South LaSalle Street
Chicago, Illinois 60604

LAB BRYN MAWR, L.L.C.
c/o CT Corporation System,
Registered Agent
208 South LaSalle Street
Chicago, Illinois 60604

REB BRYN MAWR, L.L.C.
c/o CT Corporation System,
Registered Agent
208 South LaSalle Street
Chicago, Illinois 60604

BRYN MAWR, L.L.C.
c/o Kenneth A. Rawson,
Registered Agent
311 W. Superior
Suite 525
Chicago, Illinois 60610

BRYN MAWR LAND, L.L.C.
c/o Joel D. Rubin, Registered Agent
D'Ancona & Pflaum, LLC
111 E. Wacker Drive, Suite 2800
Chicago, Illinois 60601

KENNY CONSTRUCTION
COMPANY
c/o John E. Kenny, Registered Agent
250 N. Twelfth
Wheeling, Illinois 60090

LAKELAND BRYN MAWR HOTEL,
L.L.C.
c/o John H. Mays, Registered Agent
Gould & Ratner
222 North LaSalle Street
Suite 800
Chicago, Illinois 60601

KF BRYN MAWR HOTEL, L.L.C.
c/o John H. Mays, Registered Agent
Gould & Ratner
222 North LaSalle Street
Suite 800
Chicago, Illinois 60601

WAVE ENTERPRISES, INC.
c/o Mike E. O'Neal, Registered Agent
24255 Pacific Coast Highway
Malibu, California 90263-4458

FIRST MIDWEST BANK, NATIONAL
ASSOCIATION
c/o Robert O'Meara, Registered Agent
300 Park Boulevard
Suite 405
Itasca, Illinois 60143

FIRST BANK AND TRUST
COMPANY OF ILLINOIS
c/o Robert Hershenhor
300 East N.W. Highway
Palatine, Illinois 60067

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RENAISSANCE HOTEL
MANAGEMENT COMPANY, L.L.C.
c/o The Prentice Hall Corp. System,
Registered Agent
33 N. LaSalle St.
Chicago, Illinois 60602

DRAKE NORTH, INC.
c/o David A. Gumenick, Registered
Agent
30160 Orchard Lake Rd., Ste. 110
Farmington Hills, Michigan 48334

8550 BRYN MAWR L.L.C.
c/o Joel D. Rubin, Registered Agent
D'Ancona & Pflaum, LLC
111 E. Wacker Drive, Suite 2800
Chicago, Illinois 60603

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KENNY CONSTRUCTION COMPANY
250 Northgate Parkway
Wheeling, Illinois 60090-2684
PH: 847-541-8200 FAX: 847-459-4308
Subcontractor's Agreement

This Agreement made this 21st day of July, 2000, by and between KENNY CONSTRUCTION COMPANY (hereinafter called "CONTRACTOR") and Tor Construction Company, Inc. • 301 Sundown Road • South Elgin, IL 60177 • Bill Ruschli • Phone: 847-697-5505; Fax: 847-697-3094 • FEIN No. 36-3597077 (hereinafter called "SUBCONTRACTOR") WITNESSETH, that whereas said CONTRACTOR has heretofore entered into a contract (hereinafter called "Prime Contract") with Bryn Mawr Hotel, L.L.C. • 401 N. Michigan Avenue, Suite 285, Chicago, Illinois 60611 (hereinafter called "OWNER"), to do certain Work and furnish certain materials for the erection, construction and completion of Renaissance Suites O'Hare (hereinafter called "Project") located at 8500 W. Bryn Mawr, Chicago, Illinois 60631 in accordance with Plans and Specifications prepared by RTKL Associates, 140 S. Dearborn Street, Suite 200, Chicago, Illinois 60603 including Addenda See Attached Exhibit "C", the Prime Contract, the Plans and Specifications, Addenda, Special Conditions, General Conditions and Supplementary General Conditions are herein referred to as the Contract Documents.

Now therefore, in consideration of the Contract Price hereinafter stipulated, the said CONTRACTOR and said SUBCONTRACTOR do hereby agree as follows:

Article 1 - Scope of Work. SUBCONTRACTOR agrees to furnish and pay for all labor, materials, tools, supplies, equipment and services necessary to complete the following part or parts of the Work included in said Prime Contract and any changes thereto between the CONTRACTOR and OWNER as the same may be ordered for construction of aforesaid project, in all respects, as the CONTRACTOR is required by the Contract Documents, and terms and conditions to do, namely:

Perform all Cast-in-Place Concrete (hereinafter called the Work) required for the construction of the project as indicated by and in strict accordance with the Contract Documents, the City of Chicago, Illinois and all other applicable building codes and all governing agencies exercising jurisdiction over the project as supplemented, modified and further clarified hereinafter. In the event of any conflict between the provisions of this Subcontract and other provisions of the Contract Documents, the provisions of this Subcontract will apply.

Article 2 - Contract Exhibits. The Contract Documents are supplemented by the following Exhibits which form a part of this agreement:

- A. Exhibit A - Scope of Work
- B. Exhibit B - Schedule of Prices
- C. Exhibit C - Project Plans and Specifications
- D. Exhibit D - Insurance Requirements
- E. Exhibit E - Payment Request Procedures
- F. Exhibit F - Subcontractor Safety Handbook
- G. Exhibit G - General Conditions and Agreement between Owner and Contractor
- H. Exhibit H - Project Construction Schedule
- I. Exhibit I - Definitions
- J. Exhibit J - Scope Review

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Article 3 - Contract Amount

1. For the faithful performance of the Work and each and every of its obligations hereunder CONTRACTOR will pay to SUBCONTRACTOR the Base Bid Lump Sum Amount of FIVE MILLION SEVEN HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED NINETY-THREE AND NO/100 Dollars \$ 5,771,793.00 ("Contract Price") subject to increase or decrease as provided herein and in the Contract Documents.
2. Exhibit B - Schedule of Prices, indicates the Base Bid amount, and may include certain predetermined Alternates, Unit Prices, and Hourly Rates for Work associated with this Agreement.

Article 4 - General Conditions

1. All Work is to be coordinated with the CONTRACTOR's representative. The SUBCONTRACTOR in performing the Work required by the SUBCONTRACTOR's Agreement, shall not refuse or deny employment to any person in any capacity on the grounds of race, creed, color or national origin nor shall the SUBCONTRACTOR discriminate against any person in any manner by reason thereof.
2. All monthly progress billings and payments will be based upon quantities as mutually agreed upon between the SUBCONTRACTOR and the CONTRACTOR prior to the SUBCONTRACTOR's billing which shall be furnished five days before the date provided for the CONTRACTOR's request for payment to the OWNER. SUBCONTRACTOR shall furnish a partial lien waiver in the amount of the agreed upon progress payment requested, along with waivers of lien for major materials supplied under this Agreement five (5) days before the date provided for the CONTRACTOR'S request for payment to the Owner. Failure to receive all waivers may delay the SUBCONTRACTOR's current or next progress payment until the proper waivers have been received and approved by the CONTRACTOR. Final payment for work items (other than lump sums) will be based upon actual quantities approved and paid for by the OWNER. In no event shall the quantity of work items paid exceed the quantity of work items performed by the SUBCONTRACTOR. Prior to CONTRACTOR requesting final payment for SUBCONTRACTOR'S work, SUBCONTRACTOR shall furnish final waivers of lien for all work performed by SUBCONTRACTOR, including but not limited to final waivers of lien for all sub-subcontractors and material suppliers of every tier who performed work or provided any lienable material.
3. All permanent material is subject to the inspection and approval of the OWNER or its authorized representative.
4. SUBCONTRACTOR shall provide and maintain the insurance required in Exhibit D. In addition to the Indemnitees identified in the Contract Documents as required Additional Insureds, SUBCONTRACTOR will also cause to be included as Additional Insureds the CONTRACTOR, CONTRACTOR'S consultants and their respective officers, directors, shareholders, successors in interest, partners, agents, and employees. The SUBCONTRACTOR expressly understands and agrees that its insurance shall serve as primary and noncontributory to any insurance of the additional insured, and the additional insured's insurance will only apply in excess of any and all coverage provided by the SUBCONTRACTOR, notwithstanding any policy language or endorsement(s) to the contrary. SUBCONTRACTOR shall furnish certificates of such insurance to CONTRACTOR prior to starting work. Said insurance shall contain a provision requiring that notice of cancellation be given to CONTRACTOR and the other Indemnitees 30 days prior to such cancellation. All such insurance shall be promptly renewed and certificates reflecting such continued insurance coverage shall promptly be delivered to CONTRACTOR. If SUBCONTRACTOR fails to submit certificates as required, the CONTRACTOR may take such steps as deemed necessary to provide the necessary coverage and charge all costs incurred to the SUBCONTRACTOR.
5. The SUBCONTRACTOR shall furnish the CONTRACTOR with information about physical and chemical hazards which the SUBCONTRACTOR may introduce onto the Work site as required by the hazard communication standard promulgated by the Occupational Safety and Health Agency. Such information shall include, at a minimum, copies of material safety data sheets, precautionary measures which need to be taken to protect employees and an explanation of the SUBCONTRACTOR'S labeling system. Such information shall be provided within a reasonable time prior to the SUBCONTRACTOR'S commencement of Work.
6. The SUBCONTRACTOR is bound to abide with the construction CONTRACTOR's affirmative action requirements of title 41 cfr part 60-4.1. Specific terms and conditions of some contracts may require adherence to supplemental obligations with regard to affirmative action and equal opportunity, to which the SUBCONTRACTOR is also bound to abide by.
7. As applicable, the SUBCONTRACTOR shall comply with the Occupational Safety and Health Administration (OSHA) revised "subpart q, concrete and masonry construction safety standard", title 29 code of federal regulations (cfr) part 1926.701(b). This standard requires: "all protruding reinforcing steel, onto and into which employees could fall, shall be guarded to eliminate the hazard of impalement."
8. The SUBCONTRACTOR shall provide and maintain at all times, all lights, signals, barricades, flagmen and all other protective measures as required to protect persons from injury and property from damage as a result of SUBCONTRACTOR'S Work.
9. The SUBCONTRACTOR shall provide all permits and pay all permit and inspection fees required in connection with the Work; excluding the general building permit.
10. SUBCONTRACTOR agrees to adjust the starting or ending time of his work day per the CONTRACTOR's or City's direction without additional cost to the CONTRACTOR.
11. The SUBCONTRACTOR acknowledges that he has inspected the premises of this Project and that he has taken into consideration all contingencies necessary to furnish and install the Work of his trade complete in every respect and as required by the Contract Documents as part of his Work under this Agreement. It is hereby specifically agreed that the SUBCONTRACTOR shall not sublet, assign, or transfer this Agreement or any part thereof, or any monies due or to become due hereunder, without the prior written consent of the CONTRACTOR.

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12. The SUBCONTRACTOR shall provide and maintain his own first aid supplies, fresh drinking water and temporary utilities as required.
13. The SUBCONTRACTOR shall provide all OSHA protections required either by the operations of the SUBCONTRACTOR performing his Work or by the result of the SUBCONTRACTOR'S completed or semi-completed Work. The SUBCONTRACTOR shall also maintain such OSHA required safety apparatus until they are no longer required and then shall remove same from the PROJECT or dispose of same into the CONTRACTOR'S dumpsters.
14. The SUBCONTRACTOR Work items and obligations listed herein shall not be construed as necessarily including every item of Work which the SUBCONTRACTOR is required to perform and every obligation which he is required to fulfill under this Agreement; and unless an item of obligation is specifically excluded herein, the SUBCONTRACTOR remains responsible for doing all things necessary and for fulfilling all related obligations thereto which are required and implied by the Contract Documents and this Agreement in order to provide complete and properly operating systems for the building and the site.
15. To the extent that trade jurisdictional Agreements do not allow or forbid the SUBCONTRACTOR to be involved in the installation of specific materials or equipment which the Contract Documents or this Agreement require him to furnish and install, the SUBCONTRACTOR shall subcontract such Work to an appropriate sub-SUBCONTRACTOR at no additional cost to the CONTRACTOR.
16. Should any national, state, county or local jurisdictional representatives justifiably request removal and/or installation provided by the SUBCONTRACTOR, it shall be the responsibility of the SUBCONTRACTOR to comply.
- 17a. SUBCONTRACTOR acknowledges that he has examined all of the Contract Documents as defined herein, including Plans and Specifications for other parts of the work in addition to the Work herein undertaken and agrees that he and his subcontractors shall comply with and perform all provisions thereof applicable to SUBCONTRACTOR including Work reasonably inferable therefrom. SUBCONTRACTOR agrees that the Contract Documents setting forth procedural requirements for manner of determination of amount of changes and extra work and resolution of disputes shall apply between CONTRACTOR and SUBCONTRACTOR to the same extent as between OWNER and CONTRACTOR, and SUBCONTRACTOR further agrees to be bound by the resolution of disputes between OWNER and CONTRACTOR to the extent that such disputes involve claims of SUBCONTRACTOR. SUBCONTRACTOR may file any action necessary to be filed in order to prevent loss or waiver of SUBCONTRACTOR'S statutory rights, but SUBCONTRACTOR agrees that SUBCONTRACTOR shall not proceed with any such action pending resolution of the dispute between OWNER and CONTRACTOR.
- 17b. In the event of any dispute regarding performance or scope of Work hereunder, or entitlement to or the amount of any requested change by SUBCONTRACTOR, or claim for extra work or time extension, SUBCONTRACTOR shall nevertheless proceed directly with the performance of the Work, including any Work involved in the dispute, agrees that notwithstanding any such dispute or claim.
18. The SUBCONTRACTOR hereby agrees to make any and all changes, furnish the material and perform the extra Work that may be required, without nullifying this Agreement, at a reasonable addition to or reduction from the Contract Prices heretofore named. NO ALTERATIONS OR CHANGES SHALL BE MADE OR EXTRA WORK PERFORMED, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE CONTRACTOR. All prices for changes ordered or extra work not covered by Unit Prices, must be acceptable to the OWNER, Architect and CONTRACTOR and shall be determined as set forth in the Contract Documents. The SUBCONTRACTOR further agrees that all proposals in regard to additions, alterations or deviations shall be submitted only to the Contractor. It is understood and agreed that the SUBCONTRACTOR shall furnish an itemized and detailed breakdown of his Contract Price in a form and level of detail acceptable to contractor, prior to any requisition for payments. The SUBCONTRACTOR agrees to execute and deliver to Contractor any and all waivers of liens, and other forms that may be requested for partial and final payments. SUBCONTRACTOR agrees to furnish daily reports, as well as weekly payroll reports, if requested by Contractor's representative, on forms acceptable to the Contractor.
19. It is understood and agreed by and between the parties hereto, that the Work included in this Agreement is to be done under the direction of the Architect and that his decision as to the true construction and meanings of the Plans and Specifications shall be final subject to the provisions of the Contract Documents. It is specifically understood that this Agreement shall not be binding upon the Contractor until such time as this Agreement and the SUBCONTRACTOR have been approved by the OWNER. If the Contractor is unable to obtain the OWNER'S approval of this Agreement or the SUBCONTRACTOR, it shall then be terminated without liability or obligations of any kind from the Contractor to the SUBCONTRACTOR.
20. The SUBCONTRACTOR agrees to take and be responsible for all field measurements, elevations and grades involved in the performance of his Work, secure acceptance of necessary samples, furnish all required permits, inspection tests and licenses, in accordance with the City and State and Federal Laws, rules and regulations, where the same apply, for the execution of the Work; furnish shop drawings, setting plans and working drawings when called for by the Architect or Contractor, and shall obtain the Architect's approval on same without cost to the Contractor, Architect or OWNER. The approval of said drawings will be general, and will in no way relieve the SUBCONTRACTOR of responsibility for the proper fitting and construction of his Work, nor for the necessity of furnishing material or labor required by the Contract Documents, which may not be indicated by the shop drawings when approved, it being the intention of the parties that responsibility for the correctness of said drawings shall be upon the SUBCONTRACTOR and that any loss resulting from errors therein shall be borne by the SUBCONTRACTOR, notwithstanding such approval.
21. The SUBCONTRACTOR shall provide sufficient, safe and proper facilities at all times for the inspection of the Work by the Architect, the Contractor, or their representatives. He shall, at once, remove all materials, and take down and rebuild all portions of the Work condemned by the Architect, or Contractor, upon receiving notice in writing of such condemnation.
22. The SUBCONTRACTOR agrees that time is of the essence of this Agreement and that Work under this Agreement shall be provided for immediately and shall be started when construction shall have reached the point where SUBCONTRACTOR can start Work and shall be carried on promptly, with dispatch and coordinated with other Work on the Project to the satisfaction of the Contractor and the Architect.

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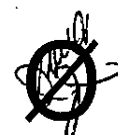


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It is further agreed that Work will be carried on as required by the Contractor, promptly and efficiently, and without delaying other branches of Work, and, if necessary, and on orders from the Contractor or Architect, certain parts of the Work shall be prosecuted in preference to others. In order to secure the execution of this Work at and within the time specified, it is distinctly agreed that damages arising from nonfulfillment of this Agreement as regards time, shall be deducted from the Contract Price. CONTRACTOR shall not be liable to SUBCONTRACTOR in damages for any delay to SUBCONTRACTOR'S Work, however caused. If SUBCONTRACTOR is delayed in its Work by the act, neglect or default of the OWNER or Architect, or any other cause other than delay by the CONTRACTOR, SUBCONTRACTOR shall be entitled to seek an adjustment in the time for performance and if the Contract Documents provide for compensation to the CONTRACTOR as a result of the delay, CONTRACTOR will include the SUBCONTRACTOR'S claim for delay as part of CONTRACTOR'S claim to the OWNER, provided that SUBCONTRACTOR has given notice of his claim in time to permit CONTRACTOR to assert such claim against OWNER in accordance with the Contract Documents. SUBCONTRACTOR shall have no right to recover against CONTRACTOR in excess of the amount allowed by OWNER in connection with SUBCONTRACTOR'S claim. If, and only if, CONTRACTOR pursues OWNER in litigation or by arbitration in connection with a claim for delay, CONTRACTOR will include the claim of SUBCONTRACTOR, provided that SUBCONTRACTOR shall render full cooperation and assistance to CONTRACTOR and shall be responsible for a portion of the fees of CONTRACTOR'S counsel in the proportion that the SUBCONTRACTOR'S claim bears to the entire claim. CONTRACTOR shall have the right at any time to delay or suspend the whole or any part of the Work herein contracted to be done without compensation to the SUBCONTRACTOR other than an extension of time equal to that of such delay or suspension. No delay or suspension or obstruction by CONTRACTOR or its agents shall serve to terminate this Agreement or increase the compensation to be paid to the SUBCONTRACTOR.

23. The SUBCONTRACTOR further agrees that he will use no labor that will cause a conflict with other labor employed at the site and thereby result in delay or cessation of Work on the job, or permit any of his SUBCONTRACTORS or Material Suppliers to use labor that may conflict with other labor employed on the Work. The SUBCONTRACTOR shall not employ any Workman whose employment on the Work may be objected to by the Contractor, Architect or OWNER.
- 24a. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend and save harmless the Indemnified Parties and each of them, from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorneys, consultants and experts fees arising out of or claimed to arise out of injuries to persons including, but not limited to, death, or damage to tangible and intangible property including the loss of the use resulting therefrom, or arising or claimed to arise from violation of any codes, rules, ordinances, statutes or regulations, occasioned by or growing out of the execution or performance of Subcontractor's Work hereunder by Subcontractor or Subcontractor's subcontractors of any tier. The foregoing obligations of Subcontractor shall include, but are not limited to, indemnifying, defending and holding harmless from claims made by third parties against any Indemnified Party. Subcontractor's obligations hereunder shall include, but are not limited to, obligations to indemnify the Indemnified Parties from and against liability arising or claimed to arise under the Illinois Structural Work Act III, or other related premises liability statutes. Subcontractor's indemnity obligations hereunder do not, however, include any obligation to pay any claims, demands, judgments, actions, expenses, losses, liabilities, including cost and attorney's fees, not permitted by law. Subcontractor's indemnity obligation shall not be limited by any worker's compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by Subcontractor. Subcontractor hereby waives, and shall cause Subcontractor's subcontractors and suppliers of any tier to waive, any rights any of them may have to limit the amount of damages, losses or obligations which may be recoverable against them by the Indemnified Parties in any contribution action pursuant to the Illinois Contribution Act by reason of the Illinois Worker's Compensation Act. Subcontractor's indemnity herein includes, but is not limited to, assumption of all liabilities on account of, or in any way related to, Subcontractor's Work which Contractor may have assumed pursuant to rights under this Agreement or the Contract Documents or under agreements with third parties.
- 24b. In the event that Subcontractor or any Subcontractor's agents, employees, supplier, or lower-tier subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items belonging to or under the control of any of the Indemnified Parties, Subcontractor agrees to indemnify, defend and save harmless the Indemnified Parties from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorneys, consultants' and experts' fees arising out of such use, except to the extent such loss or damage shall be caused by the negligence of any of the Indemnified Parties' employees operating any of the Indemnified Party-owned or Indemnified Party-leased equipment.
- The foregoing obligations of Subcontractor shall include, but are not limited to, indemnifying, defending and holding harmless from claims made by third parties against any Indemnified Party.
- 24c. Regarding the liabilities and indemnities of Articles 24a. through 24b. above, and notwithstanding the limitation regarding any Indemnified Party's negligence, Subcontractor shall pay all costs of defense incurred and costs of the prosecution of third-party claims regarding Subcontractor's Work asserted by all Indemnified Parties including attorneys', experts' and consultants' fees, pending entry of final judgment. At the option of Contractor, Contractor may engage counsel of Contractor's choice with respect to any action which Contractor contends involves Subcontractor's indemnity obligations, and Subcontractor's insurer is obligated to accept such counsel and Subcontractor shall pay all the fees and expenses thereof as provided above.
25. The SUBCONTRACTOR must comply with all Federal, State and Municipal Laws, including Workman's Compensation, Occupational Diseases Insurance, Unemployment and Social Security Laws and tax on transportation of property. The Contract Price includes the cost of such insurance, taxes, permits, etc. The Contractor may deduct from SUBCONTRACTOR'S account any expense the Contractor has incurred because of SUBCONTRACTOR'S failure to comply with such laws. The SUBCONTRACTOR agrees to comply with the safety requirements of local, State, and Federal Authorities and all applicable requirements for safety, cleaning up, etc., as required under the Contract Documents. The SUBCONTRACTOR will furnish to the OWNER and the Contractor copies of the payrolls, if required. The SUBCONTRACTOR agrees to furnish the Contractor with the same evidence of insurance as described above for each sub-subcontractor employed by the principal SUBCONTRACTOR.
26. The SUBCONTRACTOR shall pay, at its own expense, all Sales Taxes, Use Taxes, Occupational Taxes, Excise Taxes, Old Age Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this Agreement, as required by the Statutes of the

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United States or of any State or the statutes or ordinances of any municipality which are applicable to any transaction in connection with SUBCONTRACTOR's Work. All such taxes are included in the Contract Price and are to be paid by SUBCONTRACTOR. SUBCONTRACTOR shall use its best efforts to purchase all building materials to be incorporated into the Work to qualify for an exemption from the application of the Illinois Retailers Occupation Taxes.

27. As a guarantee of the faithful performance of its part of this Agreement; at the CONTRACTOR'S option, SUBCONTRACTOR agrees to furnish, at the time of the execution of this Agreement and for the sum of INCLUDED IN CONTRACT AMOUNT (\$ INCLUDED IN CONTRACT AMOUNT), corporate surety payment and performance bond or bonds in the usual form executed by a company satisfactory to Contractor in the full amount of the Contract Price. No change in or alteration of the terms or provisions of this Agreement, or extension of time or over-payment to SUBCONTRACTOR shall in any way operate to release the surety or sureties on the said performance or payment bond or bonds of SUBCONTRACTOR and the bond shall so provide.
28. Ninety percent (90%) of the Contract Price of all labor and materials which have been placed in position and for which payment has been received by the Contractor from the OWNER shall be paid to the SUBCONTRACTOR, provided the SUBCONTRACTOR shall have complied with the provisions of the Contract Documents. The difference between Ninety percent (90%) of the Contract Price of said labor and material and the total to which SUBCONTRACTOR shall be ultimately entitled shall be withheld as retainage by Contractor until the entire Project shall have been completed and accepted by the OWNER and the OWNER shall have paid the Contractor the entire balance of the Prime Contract Price. In the event certain subcontracted Work is completed during the initial phases of the Agreement to the satisfaction of the Contractor, OWNER and Architect, a reduction in retention or final payment may be made to SUBCONTRACTOR prior to Project completion, subject to OWNER'S approval.
29. It is agreed that this is a firm Contract Price and not subject to modifications because of changes in the cost of labor or materials. It is further understood and agreed that the Contractor may retain out of any monies at any time due the SUBCONTRACTOR a sum sufficient to pay all persons who have performed labor or furnished materials for the Work included in this Agreement, and to protect said Contractor against loss in the event the SUBCONTRACTOR shall default or fail to perform this Agreement or any separable part thereof, and said sums may be retained until satisfactory evidence is furnished the Contractor that all such claims have been fully satisfied and waivers of lien from said claimants delivered to the Contractor. It is understood that no payment made under this Agreement shall be evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed to be an acceptance of defective Work or improper materials.
30. Should any imperfect Workmanship, or material, or other faults or defects appear in SUBCONTRACTOR'S Work within one year or within such longer periods as the Prime Contract or Specifications shall provide, after the completion and acceptance of said Work, and which in the sole judgement of the OWNER arise out of improper materials or Workmanship, the SUBCONTRACTOR shall, within seven days after notice thereof, make good any such fault at his own expense and upon his default so to perform, the Contractor may perform said Work and recover from the SUBCONTRACTOR the cost thereof. This paragraph shall not be deemed a limitation on CONTRACTOR'S right to pursue the SUBCONTRACTOR for defective or improper workmanship or materials. These obligations shall survive the termination of this Agreement.
31. The SUBCONTRACTOR shall provide a written warranty (three originals unless more are required by the Contract Documents) covering all materials and Workmanship in accordance with the Contract Documents. The warranty period shall commence upon the latter of: (1) OWNER authorized date of substantial completion, or (2) in accordance with the Contract Documents. Written warranties/guarantees shall state that all Work was completed free from defect in Workmanship and material, that the Work was constructed and installed in accordance with the intent of the Contract Documents and that all machinery and apparatus incorporated in the Work meets the tests, requirements and capacities described in the Contract Documents. This guarantee applies to all latent defects and to all other matters occurring within the warranty period specified. This guarantee shall be enforceable directly by the OWNER, its successors or assignees or the CONTRACTOR.
32. SUBCONTRACTOR hereby agrees to turn said Work over to the Contractor in good condition and free and clear from all claims, encumbrances and liens for labor and material and to protect and save harmless the Contractor, OWNER and Architect from all claims, encumbrances and liens growing out of the performance of this Agreement, and in the event of the failure of the SUBCONTRACTOR during the progress of the said Work, or at any time thereafter, to pay for all materials and labor used in the prosecution of said Work, the Contractor may, at his option, and without notice to the SUBCONTRACTOR prior thereto, pay all such claims for labor and materials and charge the amounts to the SUBCONTRACTOR. In case suit to establish lien is brought by any person, firm, or corporation employed by or furnishing material, to said SUBCONTRACTOR under this Agreement, SUBCONTRACTOR will, at his own expense (including attorney's fee) defend such suit or through such other dispute resolution mechanism so called for in this Agreement or in the Prime Contract and pay any such lien established in court.
33. SUBCONTRACTOR shall take all reasonable measures to prevent soils and debris from falling onto the streets from his and his suppliers trucks and equipment and shall clean the streets of such soils and debris which does occur from such trucks and equipment to the complete satisfaction of the authorities exercising jurisdiction and of the CONTRACTOR'S Job Superintendent. The SUBCONTRACTOR shall maintain clean Work areas and shall remove from the premises as often as directed by the CONTRACTOR, all rubbish, debris, or surplus material which may accumulate from the prosecution of the Work covered by this Agreement and should the SUBCONTRACTOR fail to do so upon such notice, then the Contractor may, at his option, cause the same to be removed and charge the expense of such removal to said SUBCONTRACTOR. All SUBCONTRACTOR work spaces to be broom cleaned daily at the end of the workday. .
34. If the Prime Contract provides for arbitration, or in the absence of such provision, if the CONTRACTOR elects arbitration in any dispute involving the work of SUBCONTRACTOR, SUBCONTRACTOR agrees that SUBCONTRACTOR may be joined as a party in such arbitration proceedings between OWNER and CONTRACTOR. In the event of an arbitration proceeding between the CONTRACTOR and the SUBCONTRACTOR, the SUBCONTRACTOR agrees that the OWNER may be made a party at the CONTRACTOR'S election.
35. If the SUBCONTRACTOR shall fail to execute this Agreement according to its terms, or shall default in the performance of any of the foregoing conditions, then and in that event the Contractor, by giving three (3) day's notice in writing, to the SUBCONTRACTOR of his

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intention so to do, may terminate the SUBCONTRACTOR's right to proceed with the Work or any separate part thereof, and may enter upon and employ other persons to finish said Work by contract or otherwise, and do or perform any further acts as are reserved by the OWNER in its Prime Contract with the Contractor. In the event of such termination, in whole or in part, the cost of doing such Work by the Contractor shall be paid by the SUBCONTRACTOR and such cost may be deducted from the Contract Price if there are sufficient monies and if not, that the SUBCONTRACTOR will immediately, upon demand, pay the Contractor such costs including costs of supervision, overhead and profit. In the event of default, CONTRACTOR may, at its option, take possession of all trailers, tools, materials, and equipment of SUBCONTRACTOR at the site of the work and may at its election employ any employees of SUBCONTRACTOR as its own employees without liability to SUBCONTRACTOR.

36. The SUBCONTRACTOR shall take all necessary precautions to ensure the safety of the public and of the workmen on the site, and to prevent accident or injury to any persons on, about or adjacent to the premises where the Work is being performed. The SUBCONTRACTOR shall comply with all laws, ordinances, codes, rules and regulations related to safety and to the prevention of accidents, and he shall also comply with the Williams-Steiger Occupational Safety and Health Act of 1970, and as amended, unless prevention of accidents is regulated by a more stringent local code or ordinance.
37. SUBCONTRACTOR shall cooperate continuously with CONTRACTOR in the implementation by CONTRACTOR of a safety program, and shall comply with all reasonable requests made and directives issued by CONTRACTOR'S Safety Director or Job Superintendent in its efforts to ensure safe prosecution of the Work. Safety deficiencies will be corrected immediately by SUBCONTRACTOR; deficiencies not corrected within 24 hours of written notification may be corrected by the CONTRACTOR and the costs of correcting such deficiencies shall be paid by the SUBCONTRACTOR. SUBCONTRACTOR shall conduct its activities on site in a manner consistent with SUBCONTRACTOR'S Safety Handbook, provided by CONTRACTOR. SUBCONTRACTOR shall designate in writing the name of its Safety Representative who shall maintain full-time on-site superintendence, and attend all on-site safety meetings conducted by CONTRACTOR.
38. If SUBCONTRACTOR should be adjudged a bankrupt or should make a general assignment for the benefit of creditors or if a receiver should be appointed for SUBCONTRACTOR, CONTRACTOR may, at its option, take over and complete the Work itself or through others and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method CONTRACTOR may deem expedient. In such case SUBCONTRACTOR shall not be entitled to receive any further payment until the Work is finished and all obligations in reference thereto have been paid. If the unpaid Contract Price balance shall exceed the expense of finishing the Work, including compensation for additional managerial and administrative services and SUBCONTRACTOR'S outstanding obligations such excess shall be paid to SUBCONTRACTOR after CONTRACTOR has been paid in full by OWNER. If such expense and charges shall exceed the remaining Contract Price, SUBCONTRACTOR shall immediately pay the difference to CONTRACTOR.
39. The parties agree that if any provision of this Agreement shall be held to be invalid, such invalidity shall not render the entire Agreement invalid. The parties agree that this written Agreement constitutes the entire Agreement between the parties, and that all prior negotiations and agreements are merged herein. In the event of inconsistency between any provision of this Agreement and any document or plan herein referred to, this Agreement shall control.
40. The word "Architect" as herein used refers to the OWNER's representative, whether he be designated as Architect, Engineer or in some other manner. Any reference in the Contract Documents to "Contractor" shall be interpreted to mean "SUBCONTRACTOR" when such reference may relate to the SUBCONTRACTOR's Work.

This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Tor Construction Company, Inc.

KENNY CONSTRUCTION COMPANY

By [Signature]
Title President
Witness [Signature]
Date August 17, 2000
A Corporation,
State of Illinois
Names of partners _____
Sole Owner _____

By [Signature]
Title John E. Kenny, Jr., Vice President
Witness [Signature]
Date 8-23-00

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The Subcontractor shall provide all labor, materials, equipment and supervision as required to complete all items of the foundation, superstructure and site work concrete and related work in accordance with the drawings, specifications and the Contact Documents.

It is understood that the drawings and specifications indicate the general scope of the project and, as such, do not necessarily indicate or describe all work required for the full performance and completion of the Subcontractor's work. Subcontractor, therefore, must comprehend the full scope of work and anticipate all work reasonably inferable from the Contract Documents.

Definition of Work

The Subcontractor's Work shall include, but not be limited to, providing all foundation, grade level and superstructure cast-in-place concrete work including all reinforced steel (black and epoxy), mesh, couplers, studrails, dowels, formwork, bulkheads, waterstops, vapor barriers, compressible expansion joint materials, and all other appurtenances and accessories incidental to the completion of Subcontractor's Work.

1. All work required for the foundation system, exclusive of caisson construction (by others), including, but not limited to, caisson caps, grade beams, mat slabs, mud slabs, footings, foundation walls, columns and slab on grade work. The work also includes all hand trimming of footing or grade beam excavations and hand grading slab on grade base course.
2. Elevator pits and sumps, and mechanical and electrical equipment pads as required. Installation in accordance with approved shop drawings provided by others.
3. Slab on grade including mesh, vapor barriers, pre-formed joint fillers, saw-cut joints, sealers, etc.
4. Set all sleeves and provide box-outs in walls for all sleeves and openings required by MEP trades as indicated on approved shop drawings prepared by others.
5. Furnish templates to be utilized by this Subcontractor to install anchor bolts. Setting plans shall be furnished by others. Grout under base plates.
6. Mud slab under footings, grade beams or walls if required by Subcontractor to complete his work.
7. Tower crane foundation for one tower crane provided by Subcontractor outside the hotel footprint. Tower crane foundation shall be free and clear of all other work, including site utility work, if foundation is to remain in place.
8. Material or Personnel hoist foundation as required by approved shop drawings provided by others.
9. Provide detailed layout for the excavation subcontractor in order to provide specific excavation requirements for this subcontractor's work, after this subcontractor has commenced work on-site.
10. Reinforced concrete columns, supported slabs, and shear walls and other concrete requirements.
11. All stairs shown on the Contract Documents are cast-in-place concrete stairs. Cast-in-place stairs will be poured down from the slab above, the same day the supported slab is placed, to provide access from floor to floor.
12. Deck sleeves for mechanical/electrical trades shall be furnished and installed by the individual trades. This SUBCONTRACTOR shall install any sheet metal boxouts provided by the HVAC subcontractor in locations as indicated on approved shop drawings prepared by the HVAC subcontractor. Subcontractor includes any other framed boxouts required by other trades that are reasonably inferable from the Contract Documents with final locations provided by the respective trades. All slab penetrations shall be pre-approved by the Structural Engineer.
13. Furnishing and installation of the complete site concrete work, including curbs and gutters, sidewalks, loading dock ramp and aprons.
14. The services of a structural engineer shall be employed for engineering all formwork, shoring, cranes, and other temporary construction required for the performance of Subcontractor's work. Shoring, reshoring and bracing as

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required to complete this Subcontractor's work, including the providing of any reshoring calculations, if required. Subcontractor shall provide shop drawings signed and sealed by a structural engineer licensed in the State of Illinois.

15. All work in this Subcontract shall be provided in accordance with ACI requirements.
16. The Caisson Subcontractor will pour the caissons down 4'-0" from the design elevation. This Subcontractor shall remove any sand backfill from the tops of the caissons, set the reinforcing steel and pour the remaining 4'-0" cap.
17. Provide all hand excavation and final hand grading as required for subgrade preparation. Hand grading within 0.1 feet of subgrade and in confined areas inaccessible to excavation equipment shall be provided by Subcontractor. Compaction of material hand graded by Subcontractor or in confined areas inaccessible to excavation equipment shall be provided by Subcontractor.
18. Receive, unload, store, handle, layout and install all embedded anchor bolts, precast embeds, inserts, hoist embeds, fasteners, miscellaneous metal items, expansion joint embeds, sleeves, setting plates, grating supports, reglets, hangers, and all other items furnished by others which are to be installed in the foundation and superstructure concrete in accordance with approved shop drawings prepared by others. Location of embeds will be checked by others prior to concrete placement. Subcontractor shall install steel pipe bollards.
19. Provide any additional concrete reinforcing steel required due to splicing, cold joints, box-outs, or out-of-sequence pours.
20. Provide all surface water removal required for concrete placement including, but not limited to, elevator pits, caisson caps, grade beams, and other foundation concrete work.
21. Provide any floor depressions or recessed floor requirements as indicated on the Contract Documents and slab thickening below concrete masonry walls as required.
22. Patch all concrete work damaged by wind, rain or snow or any other climatic occurrences.
23. Provide all admixtures and accelerators required by the Contract Documents and as required by Subcontractor's means and methods to meet concrete schedule.
24. Provide all ice and snow removal from decks as required to continue with Subcontractor's concrete work.
25. Clean decks prior to concrete pour, removing debris to rubbish containers at ground level. Spread concrete to prevent excessive loading on any deck.
26. Provide all mix designs required for the proper completion of the work. All mix designs will be submitted for approval within five days after the award of the Subcontract Agreement to allow ample lead time for testing and verification of the design by the Structural Engineer. Subcontractor is to provide at his own expense any certifications which may be required by the Contractor's testing agency.
27. Subcontractor shall cure and seal all slabs as delineated in the Contract Documents using an acceptable sealer that is compatible with the finish floor installation. Silane sealer shall be applied by others.
28. Subcontractor shall designate a full-time Competent Person to oversee Subcontractor's Work during performance of the concrete deck framing or pouring operation. SUBCONTRACTOR shall furnish and install all necessary safety work to comply with the requirements of OSHA or others as their interest may appear. This work shall include, but not be limited to the following: Perimeter barricades, cables, handrails and toe boards, elevator shaft closures, stairway closures, miscellaneous opening protection, window boards, tower crane safety, barricades and closures, etc. The SUBCONTRACTOR shall have the obligation to maintain such safety items until the SUBCONTRACTOR has removed all of its materials from any individual floor and cleaned such floor to a broom clean condition. The CONTRACTOR and SUBCONTRACTOR shall agree and sign off upon completion of the SUBCONTRACTOR'S obligation for such safety work on a floor-by-floor basis. Subsequent to the SUBCONTRACTOR'S completion of its safety obligation under this AGREEMENT, the CONTRACTOR shall maintain and dispose of any safety materials which shall be left in place by SUBCONTRACTOR.

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29. The engineering, installation, operation and dismantling of a tower crane, sufficient in size and capacity to handle the construction of the PROJECT including any and all trucking and freight charges, operator time, etc. The SUBCONTRACTOR will provide timely hoisting to the CONTRACTOR and other subcontractors during normal working hours at no charge. The schedule for such hoisting shall be determined mutually by the SUBCONTRACTOR and the CONTRACTOR'S Job Superintendent. Scheduling conflicts shall be resolved by the CONTRACTOR'S Job Superintendent. The tower crane shall remain in place until all shoring has been removed from the site and the CONTRACTOR'S mechanical, electrical, elevator and roofing subcontractors have placed all equipment and material requiring the usage of the tower crane in accordance with CONTRACTOR'S Project Schedule. If other subcontractors require the use of the tower crane on an overtime basis, the individual subcontractor shall reimburse this SUBCONTRACTOR for the tower crane and operator time at an agreed upon prevailing hourly rate. The SUBCONTRACTOR shall be responsible to retain the services of a structural engineer to design the foundation for the tower crane and any other structural requirements as may be required. The SUBCONTRACTOR shall obtain the necessary permits from the City of Chicago or others as their interests may appear.
30. Fully coordinate the concrete work with other trades proceeding concurrently at the site so that these trades are not caused unnecessary delay or additional work as a result of this Subcontractor's operations. Subcontractor to fully cooperate with other trades to ensure full coordination of the Work. Subcontractor shall expedite completion of the elevator hoists and machine rooms where feasible.
31. The Contractor shall employ the services of a Concrete Testing Agency to perform all required shop and field inspections and material testing. Subcontractor shall be responsible for coordination with the Testing Agency through the Contractor to ensure that all required testing and inspections are performed.
32. **Schedule:** SUBCONTRACTOR agrees that upon reaching the third (3rd) floor that the construction cycle will be to complete each floor within five (5) working days, to be adjusted for extreme winter conditions. Rain and or snow days will be made up during Saturdays at no additional cost to the Contract Price. Subcontractor shall provide sufficient labor, material and equipment to complete the reinforced concrete work within the time permitted within Contractor's Construction Schedule included in the Subcontract Agreement. All lost time attributable to Subcontractor shall be made up during extended hours and/or weekends at no additional cost to the Contact Price.
33. Provide for the placing (by pumping or other means) of all concrete materials to the building. Proposed location of pumping equipment and concrete material delivery trucks will be reviewed and coordinated on site with the Contractor's Field Superintendent so as not to adversely affect the field operations of other subcontractor's working on the Project.
34. It is understood that temporary omission of portions of the work and out-of-sequence work may be required because of accessibility, scheduling, phasing of the work, etc., at locations to be designated by the Contractor. Any patching, rebar splicing, repairs, fill-in work and comebacks required for these previously omitted areas or openings shall be completed at the direction of the Contractor and is included in the Subcontract Price.
35. Subcontractor understands that materials stored on-site may be required to be moved and such relocation expense is included in the Subcontract Price.
36. Subcontractor includes all hoisting, rigging and final placement required for all materials and equipment necessary for the proper completion of this work. Subcontractor shall submit a detailed procedure for access of all equipment and materials to all areas of the project.
37. Subcontractor shall be allowed to use Contractor's Material or Personnel Hoist during normal working hours. Subcontractor shall schedule all his material hoisting through the Contractor's Superintendent a minimum of 48 hours prior to the time requested.
38. Subcontractor shall provide radio communication equipment for its forces and one radio for the Contractor's sole use or rent radio communication equipment on the Contractor's frequency.
39. Subcontractor shall be responsible for fire protection and fire prevention in his work area. Fire extinguishers and fire watches shall be provided by Subcontractor as required for the performance of the work.

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40. Employ appropriate and proper methods and procedures to minimize noise, dust, fumes, visibility, and any other nuisance arising from Subcontractor's activities.
41. This Subcontractor has reviewed the project site and Terracon's Geotechnical Report dated 1/7/00, and is fully cognizant of all the jobsite conditions as related to the coordination and installation of Subcontractor's work.
42. Temporary power of 480 volt, 225 amp, 3 phase for tower crane and 120 volt single phase for small tools and temporary lighting on typical floors shall be supplied at locations designated by the Contractor and shall be available to Subcontractor during normal working hours at no cost to Subcontractor. Service to the tower crane shall be provided to the base of the crane. Prior to establishing temporary power to the site through Com Ed, this Subcontractor shall provide gas powered generators for accomplishing its own work.
43. Subcontractor shall be responsible for the safety and protection of his own work and labor force as required by OSHA, including the covering of any open box-out holes in the decks, so as to avoid any safety hazards. Provide Subcontractor's field work force with proper personnel protection which shall conform to all applicable municipal, state and federal laws, and all applicable safety codes as related to the proper completion of Subcontractor's operation. Provide all movable barricades, signalmen, flagmen as necessary for the proper and safe execution of the Subcontractor's work.
44. SUBCONTRACTOR shall maintain the areas in which the concrete work is being performed in a clean and safe condition. The SUBCONTRACTOR shall remove all trash daily to a ground level dumpster provided by the CONTRACTOR. The SUBCONTRACTOR'S responsibility to provide clean up on floors shall cease upon its completion of the removal of the reshores and all materials or equipment on an individual floor and a formal sign off by the CONTRACTOR and SUBCONTRACTOR confirming the floor has been cleaned to a satisfactory condition. On a daily basis, maintain streets and sidewalks free of all mud and debris caused by this Subcontractor's operations to the satisfaction of the Contractor and the applicable authorities having jurisdiction.
45. Attendance is required for Progress and Coordination Meetings which will be conducted by the Contractor with a responsible representative of all major active subcontractors on a regular basis to review job progress, update construction schedule, establish trade priorities, and in general, coordinate project activities.
46. Provide for the protection of materials during the entire operation, including but not limited to transporting, on-site storage, installation and final adjustments.
47. Provide for the procurement and payment of all permits for tower crane, hoisting equipment, etc., specific to Subcontractor's work. The foundation and building permit will be paid for by the Owner.
48. Any connections as well as hot tap connections of all of Subcontractor's temporary facilities, equipment and supplemental lighting shall be the Subcontractor's responsibility.
49. Temporary toilet facilities will be provided at locations designated by the Contractor. Such facilities will be shared by all subcontractors on-site.
50. SUBCONTRACTOR shall make any and all special accommodations to the formwork to frame over any mechanical, electrical or elevator equipment set in place during concrete construction. Equipment shall be protected by the subcontractor providing such equipment.
51. SUBCONTRACTOR shall provide, install, maintain, relocate and remove all temporary ladders required to perform their WORK. Ladders shall meet all OSHA requirements and shall be used by other trades. Temporary ladders shall be removed on a floor by floor basis as soon as concrete stairs are available for use.
52. For all exposed concrete ceilings, the SUBCONTRACTOR shall remove fins and grind the form joints. Where such joints are equal to or in excess of one-eighth (1/8") of an inch the SUBCONTRACTOR shall be responsible for adequately patching and feathering. Any honeycombing, air holes or imperfections shall be adequately patched by the SUBCONTRACTOR. Where any exposed nails, metal, etc. are evident, such metal shall be cut off and patched over as required for a flush appearance. All nails shall be of a material composition that will eliminate any rust bleed through. Subcontractor includes "boxing" of all ceiling joints for any exposed concrete ceilings indicated

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to be painted. Skim coating by others.

53. All dimensions and grades shown on the DRAWINGS, including dimensions and locations of related work established by other trades, are believed to be correct, but the SUBCONTRACTOR shall verify them at the SITE and notify the CONTRACTOR of any discrepancies found before proceeding with the WORK; similarly as to final lines and grades established by official surveys, the SUBCONTRACTOR shall check the DRAWINGS against such established lines and grades and notify the CONTRACTOR of discrepancies found. Extra work caused by discrepancies shall not entitle the SUBCONTRACTOR to extra compensation.
54. The SUBCONTRACTOR shall be responsible for establishing laying-out lines and grades required for his work from permanent axis lines and benchmarks established by the CONTRACTOR. Qualified personnel shall be employed by the SUBCONTRACTOR for this purpose and to verify same from time to time as the work progresses. The SUBCONTRACTOR shall check and be responsible for the proper location and level of all WORK, and for the maintenance of the reference lines and benchmarks. The SUBCONTRACTOR'S Survey Engineer to remain on site during all times necessary for the proper completion of SUBCONTRACTOR'S work.
- ▶ This Subcontractor shall report any discrepancies arising in locating his work immediately to Contractor.
 - ▶ Exterior perimeter slab edges will be set from theoretical column center lines and not actual column center lines to ensure that slab edges are true and plumb.
 - ▶ Subcontractor shall snap building control lines on decks immediately after forming decks to facilitate the layout of items required to be cast into the decks.
 - ▶ As a minimum, Subcontractor shall layout centerline of each corridor plus a reasonable number of columns on each corridor. The other subcontractors shall rely upon the layout work performed by Subcontractor.
55. The WORK includes, but is not limited to, providing the following miscellaneous items:
- a. Mechanical/Electrical Equipment Pads
 - b. Hand Compaction, Hand Trimming and Hand Grading
 - c. Boxing Ceiling Joints
 - d. Tower Crane Usage for two (2) weeks after final reshore removal
 - e. Payment & Performance Bond
 - f. Site concrete work
 - g. Perimeter foundation insulation
56. The following items are specifically EXCLUDED from this Contract:
- a. Concrete staining or painting or colored concrete
 - b. Granular materials
 - c. General site dewatering
 - d. Precast concrete and pavers
 - e. Stair pan concrete fill
 - f. Caisson Concrete
 - g. Silane Sealer
 - h. Dampproofing or Waterproofing
 - i. Material Testing
 - j. Caulking
 - k. Building Permits
 - l. Mud Sills
 - m. Grouting Elevator Sills
 - n. Winter Protection

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Renaissance Suites Chicago
Exhibit "B" - Schedule of Prices

Kennedy Construction Company
Cast-in-Place Concrete

Item Number	Description	Approx. Qty.	Unit Price
1	Mobilization	1 LS	\$ 225,000.00
2	Demobilization	1 LS	\$ 150,000.00
3	Concrete foundation, caisson caps, grade beams, footings	1 LS	\$ 800,000.00
4	Concrete shear walls, columns, 1 st floor	1 LS	\$ 350,000.00
5	Concrete slab on grade	1 LS	\$ 50,000.00
6	Concrete for elevated slab, 1 st floor	1 LS	\$ 50,000.00
7	Concrete sitework, stoops, curbs, gutters, etc.	1 LS	\$ 50,000.00
8	Shear walls, columns, 2 nd floor - 15 th floor	1 LS	\$ 950,000.00
9	Structural floor slab, 2 nd floor to roof	1 LS	\$ 1,750,000.00
10	Reinforcing steel	1 LS	\$ 1,200,000.00
11	Welded wire fabric	1 LS	\$ 25,000.00
12	Steel embeds, misc.	1 LS	\$ 15,000.00
13	Anchor bolts, leveling plates	1 LS	\$ 5,000.00
14	Waterstop	1 LS	\$ 5,000.00
15	Precast embeds	1 LS	\$ 70,250.00
16	Tower crane rental for 2 weeks	1 LS	\$ 14,543.00
17	Boxing ceiling joints	1 LS	\$ 12,000.00
18	Payment and Performance Bond	1 LS	\$ 50,000.00

Total Lump Sum Bid \$ 5,771,793.00

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UNIT PRICES FOR CONTRACT CHANGES

Item Number	Description	Units	Unit Price
1	Concrete Work: Unit price per cu. yd. of concrete shall constitute full payment for all work required to provide specified design mix in accordance with the Contract Documents, except formwork and concrete reinforcement, which are paid separately. Payment shall be measured on the basis of neat line plan dimension.		
1a	4,000 psi concrete	Cu. Yd.	\$ 80.00
1b	6,000 psi concrete	Cu. Yd.	\$ 90.00
2	Formwork: Furnish and erect formwork in accordance with the Contract Documents. Unit price per square foot of formwork shall be contact area only and shall constitute full payment. Payment shall be measured on the basis of neat line plan dimensions.		
2a	Caisson cap and grade beams	SF	\$ 3.50
2b	Structural slab on grade (<i>edge form</i>)	SF	\$ 3.50
2c	Shear walls and columns	SF	\$ 4.50
2d	Supported slabs	SF	
2e	Concrete stairs, ramps	SF	
2f	Concrete paving and walkways	SF	
2g	Concrete curb and gutter	SF	
3	Concrete Reinforcement: Unit prices, per ton, shall constitute full payment for all work required to furnish and install reinforcement in accordance with the Contract Documents. Payments shall be measured on the basis of the reinforcing steel weight in place.		
3a	Reinforcing steel bar	TON	\$ 1,350.00
3b	Welded wire fabric	SF	\$ 0.35
4	Steel Embeds: Unit price per pound shall constitute full payment for all work required to provide miscellaneous steel embeds in concrete work in accordance with the Contract Documents. Payment shall be measured on the basis of weight of materials in place.		
4a	Furnish and install miscellaneous steel (<i>plates, angles, channel anchors, anchor bolts</i>)	EA	\$ 150.00

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Renaissance Suites Chicago
Exhibit "B" - Schedule of Prices

Kerry Construction Company
Cast-in-Place Concrete

UNIT PRICES FOR CONTRACT CHANGES

Item Number	Description	Units	Unit Price
4b	Furnish and install steel bollards	EA	\$ 450.00
5	Non-shrink grouting under column leveling plates or equipment supports		
5a	12" x 12" x 3/4" size or less	EA	\$ 50.00

Property of Cook County Clerk's Office

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SITE & ARCHITECTURAL DRAWINGS

DRAWING DATE

TITLE	TITLE SHEET	1/24/2000	CAISSON SUBMITTAL
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SITE DRAWINGS:

15.00	LANDSCAPE SITE PLAN	1/24/2000	PROGRESS
20.00	SITE PLAN	1/24/2000	IN PROGRESS
21.00	UTILITY PLAN	1/24/2000	IN PROGRESS
22.00	GRADING PLAN	1/24/2000	IN PROGRESS
23.00	CONSTRUCTION DETAILS	1/12/2000	UNDERGROUND

ARCHITECTURAL DRAWINGS:

30.00	BASEMENT PLAN	1/24/2000	CAISSON
30.01	FIRST FLOOR PLAN	1/24/2000	CAISSON
30.02	SECOND FLOOR PLAN	1/24/2000	CAISSON
30.03	TYPICAL FLOOR PLAN (3RD - 12TH)	1/24/2000	CAISSON
30.04	TYPICAL FLOOR PLAN (13TH - 15TH)	1/24/2000	CAISSON
30.05	ROOF PLAN	1/24/2000	CAISSON
31.00	EAST ELEVATION	1/24/2000	CAISSON
31.01	WEST ELEVATION	1/24/2000	CAISSON
31.02	NORTH ELEVATION	1/24/2000	CAISSON
31.03	SOUTH ELEVATION	1/24/2000	CAISSON
32.00	BUILDING SECTIONS	1/24/2000	CAISSON
32.01	WALL SECTIONS	1/24/2000	PROGRESS
33.00	ENLARGED ELEVATIONS	1/24/2000	PROGRESS
34.00	DETAILS	1/24/2000	PROGRESS
34.01	DETAILS	1/24/2000	PROGRESS
34.02	DETAILS	1/24/2000	PROGRESS
35.00	ENLARGED STAIR PLAN & SECTIONS	1/24/2000	PROGRESS
35.01	STAIR DETAILS	1/24/2000	PROGRESS
A-X.A	TYPICAL FLOOR PLAN	1/24/2000	
A-X.B	TYP ENLARGED FLR PLAN (S HALF)	1/24/2000	
A-X.C	TYP ENLARGED FLR PLAN (N HALF)	1/24/2000	
A-X.D	TOP FLOOR PLAN	1/24/2000	
A-X.E	TOP ENLARGED FLR PLAN (S HALF)	1/24/2000	
A-X.F	TOP ENLARGED FLR PLAN (N HALF)	1/24/2000	
A-X.G	TYPICAL ROOM PLANS	1/24/2000	

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STRUCTURAL DRAWINGS

**DRAWING
DATE**

60.00.1	CAISSON PLAN	2/4/2000	FOUNDATION SUBMITTAL
60.00.2	BASEMENT-FOUNDATION PLAN	1/24/2000	CAISSON SUBMITTAL
60.01	FIRST FLOOR PLAN	1/24/2000	CAISSON SUBMITTAL
60.02	SECOND FLOOR PLAN	1/24/2000	PROGRESS
60.03	THIRD FLOOR PLAN	1/24/2000	PROGRESS
60.04	TYPICAL FLOOR PLAN (4TH - 15TH)	1/24/2000	CAISSON SUBMITTAL
60.05	ROOF PLAN	1/24/2000	PROGRESS
61.01	FOUNDATION DETAILS I	2/4/2000	FOUNDATION SUBMITTAL
61.02	FOUNDATION DETAILS II	1/24/2000	CAISSON SUBMITTAL
61.03	FOUNDATION DETAILS III	1/24/2000	CAISSON SUBMITTAL
61.04	CONCRETE DETAILS I	1/24/2000	CAISSON SUBMITTAL
61.05	CONCRETE DETAILS II	1/24/2000	CAISSON SUBMITTAL
61.06	CONCRETE COLUMN SCHEDULE & DET	1/24/2000	CAISSON SUBMITTAL
61.07	SHEAR WALL SCHEDULE & DETAILS	1/24/2000	PROGRESS
61.08	SHEAR WALL ELEVATIONS & DETAILS	1/24/2000	PROGRESS
61.09	CONCRETE BEAM SCHEDULE & DETAIL	1/24/2000	PROGRESS
62.01	STRUCTURAL NOTES I	1/24/2000	CAISSON SUBMITTAL
62.02	STRUCTURAL NOTES II	1/24/2000	CAISSON SUBMITTAL

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MPE DRAWINGS

DRAWING DATE

MPE-1	SITE PLAN	3/20/2000	IN PROGRESS
MPE-2	ROOF PLAN	3/20/2000	IN PROGRESS
MPE-3	ATTIC SPACE	3/20/2000	IN PROGRESS
MPE-4	DETAILS	3/20/2000	IN PROGRESS
SP-1	SPRINKLER - BASEMENT FLOOR PLAN	3/20/2000	IN PROGRESS
SP-2	SPRINKLER - GROUND FLOOR PLAN	3/20/2000	IN PROGRESS
SP-3	SPRINKLER - SECOND FLOOR PLAN	3/20/2000	IN PROGRESS
SP-4	SPRINKLER - TYPICAL FLOOR PLAN	3/20/2000	IN PROGRESS
SP-5	SPRINKLER - 15TH FLOOR PLAN	3/20/2000	IN PROGRESS
SP-6	DETAILS & DIAGRAMS	3/20/2000	IN PROGRESS
SP-7	NOTES, SCHEDULES & DIAGRAMS	3/20/2000	IN PROGRESS
70.00	P-1 PLUMBING - BASEMENT FLOOR PLAN	3/20/2000	IN PROGRESS
70.01	P-2 PLUMBING - FIRST FLOOR PLAN	3/20/2000	IN PROGRESS
70.02	P-3 PLUMBING - SECOND FLOOR PLAN	3/20/2000	IN PROGRESS
70.03	P-4 PLUMBING - TYPICAL FLOOR PLAN	3/20/2000	IN PROGRESS
70.04	P-5 PLUMBING - 15TH FLOOR PLAN	3/20/2000	IN PROGRESS
70.05	P-6 PLUMBING - ENLARGED FLOOR PLANS	3/20/2000	IN PROGRESS
70.06	P-7 WATER RISER DIAGRAM	3/20/2000	IN PROGRESS
70.07	P-8 SANITARY RISER DIAGRAM	3/20/2000	IN PROGRESS
70.08	P-9 DETAILS & DIAGRAMS	3/20/2000	IN PROGRESS
70.09	P-10 NOTES, SCHEDULES & DIAGRAMS	3/20/2000	IN PROGRESS
80.00	M-1 HVAC - BASEMENT FLOOR PLAN	3/20/2000	IN PROGRESS
80.01	M-2 HVAC - GROUND FLOOR PLAN	3/20/2000	IN PROGRESS
80.02	M-3 HVAC - SECOND FLOOR PLAN	3/20/2000	IN PROGRESS
80.03	M-4 HVAC - TYPICAL FLOOR PLAN	3/20/2000	IN PROGRESS
80.04	M-5 HVAC - 15TH FLOOR PLAN	3/20/2000	IN PROGRESS
80.05	M-6 HVAC - ENLARGED FLOOR PLANS	3/20/2000	IN PROGRESS
80.06	M-7 DETAILS	3/20/2000	IN PROGRESS
80.07	M-8 CHILLED WATER PIPING DIAGRAMS	3/20/2000	IN PROGRESS
80.08	M-9 HOT WATER PIPING DIAGRAMS	3/20/2000	IN PROGRESS
80.09	M-10 DIAGRAMS & DETAILS	3/20/2000	IN PROGRESS
80.10	M-11 VENTILATION & HEATING SCHEDULES	3/20/2000	IN PROGRESS
80.11	M-12 DETAILS	3/20/2000	IN PROGRESS
80.12	M-13 SCHEDULES & NOTES	3/20/2000	IN PROGRESS
90.00	E-1 LIGHTING - BASEMENT FLOOR PLAN	3/20/2000	IN PROGRESS
90.01	E-2 LIGHTING - GROUND FLOOR PLAN	3/20/2000	IN PROGRESS
90.02	E-3 LIGHTING - SECOND FLOOR PLAN	3/20/2000	IN PROGRESS
90.03	E-4 LIGHTING - TYPICAL FLOOR PLAN	3/20/2000	IN PROGRESS
90.04	E-5 LIGHTING - 15TH FLOOR PLAN	3/20/2000	IN PROGRESS
90.05	E-6 POWER - BASEMENT FLOOR PLAN	3/20/2000	IN PROGRESS
90.06	E-7 POWER - FIRST FLOOR PLAN	3/20/2000	IN PROGRESS
90.07	E-8 POWER - SECOND FLOOR PLAN	3/20/2000	IN PROGRESS
90.08	E-9 POWER - TYPICAL FLOOR PLAN	3/20/2000	IN PROGRESS
90.09	E-10 POWER - 15TH FLOOR PLAN	3/20/2000	IN PROGRESS
90.10	E-11 ENLARGED FLOOR PLANS	3/20/2000	IN PROGRESS
90.11	E-12 TELEPHONE & CATV DIAGRAMS	3/20/2000	IN PROGRESS
90.12	E-13 277 / 480V RISER DIAGRAMS	3/20/2000	IN PROGRESS
90.13	E-14 120 / 280V RISER DIAGRAMS	3/20/2000	IN PROGRESS
90.14	E-15 PANEL DETAILS	3/20/2000	IN PROGRESS
90.15	E-16 PANEL DETAILS	3/20/2000	IN PROGRESS
90.16	E-17 NOTES, SCHEDULES & DETAILS	3/20/2000	IN PROGRESS
90.17	E-18 NOTES, SCHEDULES & DETAILS	3/20/2000	IN PROGRESS
EM-1	EMERGENCY - BASEMENT FLOOR PLAN	3/20/2000	IN PROGRESS
EM-2	EMERGENCY - GROUND FLOOR PLAN	3/20/2000	IN PROGRESS
EM-3	EMERGENCY - SECOND FLOOR PLAN	3/20/2000	IN PROGRESS
EM-4	EMERGENCY - TYPICAL FLOOR PLAN	3/20/2000	IN PROGRESS
FA-1	FIRE ALARM - BASEMENT FLOOR PLAN	1/24/2000	IN PROGRESS
FA-2	FIRE ALARM - GROUND FLOOR PLAN	1/24/2000	IN PROGRESS
FA-3	FIRE ALARM - SECOND FLOOR PLAN	1/24/2000	IN PROGRESS
FA-4	FIRE ALARM - TYPICAL FLOOR PLAN	1/24/2000	IN PROGRESS
FA-5	FIRE ALARM - 15TH FLOOR PLAN	1/24/2000	IN PROGRESS
FA-6	FIRE ALARM DIAGRAM	1/24/2000	IN PROGRESS

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Exhibit "D"

KCC P-1560

INSURANCE REQUIREMENTS

PER THE TERMS OF YOUR SUBCONTRACT - EXHIBIT D, A CERTIFICATE OF INSURANCE MUST BE FAXED TO DANIEL ZARLETTI, RISK MANAGER AT 847-541-0707 BEFORE YOU BEGIN WORK. THE ORIGINAL TO FOLLOW BY MAIL. PLEASE STATE ALL INFORMATION BELOW ON YOUR CERTIFICATE. IF YOU HAVE ANY QUESTIONS PLEASE CALL DEBBIE GIBSON AT 847-541-8787 X. 235.

1. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:
KCC P-1560 - Renaissance Suites O'Hare
2. CERTIFICATE HOLDER:
KENNY CONSTRUCTION COMPANY
ATTN: DANIEL ZARELETTI
250 NORTHGATE PARKWAY
WHEELING, IL 60090-2684
3. ADDITIONAL INSURED:
Kenny Construction Company
Bryn Mawr Hotel, LLC
RTKL Associates, Inc.
Kougan & Associates
Tylk, Gustafson and Associates, Inc.
4. 60 DAY CANCELLATION NOTICE
5. PRIMARY WORDING (ADD TO CERTIFICATE)

THE "SUBCONTRACTOR" (YOUR COMPANY NAME HERE) EXPRESSLY UNDERSTANDS AND AGREES THAT IT'S INSURANCE SHALL SERVE AS PRIMARY AND NON-CONTRIBUTORY AND A WAIVER OF SUBROGATION FOR CERTIFICATE HOLDER AND ALL ADDITIONAL INSURED APPLIES TO ALL COVERAGES INCLUDING BUT NOT LIMITED TO WORKERS COMP, GENERAL LIABILITY, EXCESS LIABILITY AND AUTO INSURANCE COVERAGES
6. SUMMARY OF COVERAGE LIMITS (Refer to attached Exhibit D)

General Liability	\$2,000,000
Umbrella	\$5,000,000
Auto Liability	\$2,000,000
Worker's Comp./Employer's Liability	Statutory/\$1,000,000
Professional Liability (if applicable)	\$5,000,000

IF PRIMARY WORDING CANNOT BE PROVIDED CONTACT DEBBIE GIBSON IMMEDIATELY.

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Exhibit D - Insurance Requirements

7. During the life of the Contract, the Contractor shall purchase and maintain the following insurance in companies properly licensed and satisfactory to the, Owner and Architect. Contractor shall not commence work under this Contract until he has obtained all the insurance required under the Contract Documents. The Contractor shall forward the original and two (2) carbons of the Certificate of Insurance to the Architect on A.I.A. Document G705.

Submittal of the Subcontractor's evidence of insurance shall include the following parties, their agents, employees and representatives as named additional insured on a primary and non-contributory basis for any liability arising directly or indirectly from the work and shall be held harmless as set out in the Contract Documents, to the fullest extent permitted by law:

- A. Kenny Construction Company
 - B. Bryn Mawr Hotel LLC
 - C. RTKL Associates, Inc.
 - D. Kougan & Associates
 - E. Tylk, Gustafson and Associates, Inc.
8. The Subcontractor agrees that each insurer providing insurance as required by this Contract shall waive its rights of subrogation against all additional insureds.
9. At all times during the term of this Agreement, the Subcontractor shall maintain insurance with insurance companies authorized to do business in the State of Illinois and with a financial rating reasonably acceptable to the Owner, covering all operations under this Agreement, whether performed by the Subcontractor or its subcontractors of any tier.
10. The Subcontractor will obtain and submit to the Contractor, before any Work is performed under this Contract, duplicate originals of all policies, declaration pages and certificates from the Subcontractor's insurance carriers indicating coverage for the following:

- A. Worker's Compensation and Occupational Disease Insurance

Worker's Compensation and Occupational Disease Insurance in statutory amounts, covering all employees who are to provide a service under this Agreement and employer's liability coverage with limits of:

Bodily Injury by Accident:	\$1,000,000 each accident
Bodily Injury by Disease:	\$1,000,000 policy limit
Bodily Injury by Disease:	\$1,000,000 each employee

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Coverage extensions shall include other endorsements that may be required by applicable jurisdictions. Contractors having offices or places of hire outside the State of Illinois shall attach or otherwise show an "All State" endorsement.

B. Commercial General Liability Insurance (Primary and Umbrella)

Commercial Liability insurance in the broadest form available or equivalent with limits of not less than \$7,000,000 per occurrence and \$7,000,000 per project aggregate, for bodily injury, personal injury, and property damage liability. Coverages shall provide the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement) Should the Subcontractor be unable to provide a "per project aggregate," an Owners' Contractors' Protective Liability policy in the name of the additional insureds, with equal limits of liability as described herein, shall be provided. Products/completed operation, explosion, collapse, underground property damage, independent contractors, broad form property damage, punitive damage and blanket contractual liability (applying to liability assumed in the Contract Documents and including indemnification of all additional insureds) coverages are to be included. Subcontractor shall also maintain coverage in the amount of \$7,000,000 for sudden and accidental pollution through primary and umbrella commercial liability insurance or a separate pollution legal liability policy. Such coverage shall not contain any exclusion reasonably unacceptable to Kenny Construction's Risk Manager. Subcontractor shall maintain completed operations coverage for two years after substantial completion of the Work, and inclusion of additional insureds shall extend to completed operations coverage.

1. Include personal injury endorsement.

C. Automobile Liability Insurance (Primary and Umbrella)

When any motor vehicles including owned, non-owned, and hired are used in connection with work to be performed under this Agreement, the Subcontractor shall provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence combined single limit, for bodily injury and property damage.

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D. All Risk Property Insurance

The Subcontractor shall be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies) owned or rented by the Subcontractor.

E. All Risk Property Damage

All Risk Property Insurance for the Renaissance Suites O'Hare in the amount of full replacement value of the property including improvements and betterment shall be carried to protect against loss of, damage to or destruction of the Renaissance Suites O'Hare. The insurance shall include the following extensions: boiler and machinery; flood; earthquake; collapse; underground water seepage and sewer backup; demolition cost; sprinkler leakage; utility interruption; off premise power failure; pollution cleanup and removal; valuable papers (to include media); E DP; extra expense and business interruption covering the loss of revenue attributable to the Renaissance Suites O'Hare and extra expense or damage to any part of the Renaissance Suites O'Hare. This insurance shall be provided by Bryn Mawr Hotel, L.L.C. In the event of a claim under this coverage, any "deductible" cost associated with said claim will be reimbursable to the Subcontractor by Bryn Mawr Hotel, L.L.C.

F. Professional Liability Insurance

Professional Liability Insurance covering liability for errors and omissions in the project design that may arise, in whole or in part, as a result of acts or omissions negligent or otherwise, of the Subcontractor's Architect or Engineer, its employees, agents or representatives and or the acts or omissions, negligent or otherwise of its subconsultants, their employees, agents or representatives in the amount of \$5,000,000, including contractual liability coverage with all coverage retroactive to the earlier of the date of this Contract or the commencement of the Architect's or Engineer's services in relation to the project. Said insurance shall be maintained for a period of two (2) years after the time of completion and shall include the Owner as an additional insured for the Owner's vicarious liability. During the term of the Contract and continuation thereof after the completion of the Work, said insurance shall be maintained with the same insurance carrier or if there is a change in an insurance carrier no limitation of prior acts shall apply. A certificate of insurance evidencing professional liability coverage identifying the limit, the deductible and the inclusion of the Owner as an additional

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insured for the Owner's vicarious liability shall be provided to the Subcontractor. Failure of the Owner to require such Certificate of Insurance shall not relieve the Architect or the Engineer or any subconsultants from the responsibility to provide Professional Liability Insurance or to file Certificates of Insurance on behalf of any subconsultants.

G. All Risk Blanket Builder's Risk

Prior to the Acceptance Date, All Risk Blanket Builder's Risk insurance to cover labor and material at the job site and in transit shall be maintained on materials, machinery, equipment and fixtures that are or will be part of the Renaissance Suites O'Hare at all times that any portion of the Work is being conducted. Coverage extensions shall include boiler and machinery; earthquake and flood; transit and off premise storage including supplies and temporary structures; forms, form work, shoring, pilings, temporary structures and scaffold; debris removal; water back-up; water below ground surface; testing; freezing; changes in temperature; subsistence, settling, cracking or shrinking; business interruption and extra expense; off premise power; maintenance coverage to cover defective work under warranty; faulty workmanship, materials, design; mechanical breakdown and electrical apparatus exclusions shall not exclude physical loss or damage arising as a consequence of faulty workmanship, mechanical breakdown or electrical breakdown. This insurance shall be provided by Bryn Mawr Hotel, L.L.C..

In the event of a claim under this coverage, any "deductible" cost associated with said claim will be reimbursable to the Subcontractor by Bryn Mawr Hotel, L.L.C..

H. Valuable Papers

Valuable Papers (to include media) coverage is required for full replacement value, including "as-built" drawings. Such coverage shall be extended to include the cost to reproduce, replace, or restore such drawings and papers.

I. Hazardous Wastes

If any Hazardous Wastes are transported pursuant to this Agreement, the Subcontractor or any applicable subcontractor shall comply with any additional insurance requirements that are stipulated by Title 49 of the Code of Federal Regulations and the Interstate Commerce Commission regulations for the transportation of such substances.

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J. Completed Operations Liability

Continue coverage in force for at least two (2) years after completion of work and acceptance by the Owner with liability limits set forth in the Contract Documents.

K. Additional/Other Coverages

The insurance coverages as required are not intended to preclude the Subcontractor from obtaining, at its own expense, other coverages and higher limits where required by law or as required by the Subcontractor's operations.

L. Policy Maintenance

- 1) Each insurance policy required shall be carried until the respective obligations required to be performed under the terms of this Agreement that are the subject of the coverage under the respective policy have been completed in accordance with the terms of this Agreement.
- 2) Failure to carry or keep such insurance in force shall constitute an event of default under this Agreement and the Contractor maintains the right to stop performance by Subcontractor under this Agreement until proper evidence of insurance is provided.
- 3) Sixty (60) days prior written notice shall be given in the event that coverage is substantially changed, canceled, or not renewed.
- 4) The Subcontractor shall, within three (3) business days of discovery, notify the General Contractor of any claims made against the Subcontractor under its insurance policies, as well as any costs, judgments, awards and/or settlements pending or paid on behalf of the Subcontractor under its insurance policies, whether the costs so associated will be borne by the Subcontractor or its insurance carriers.
- 5) Contractor may modify, delete, alter or change the requirements contained in the Contract if such modification, deletion, alteration, or change is required by Federal or State law on not less than sixty (60) Days prior notice to Subcontractor, provided that such insurance is commercially available to the Subcontractor.

M. Subcontractors, Vendors, Suppliers, Material Dealers, and Others

- 1) The Subcontractor shall require all its subcontractors of every tier to carry applicable types of insurance required by this Section in

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amounts and with limits reasonably acceptable to Bryn Mawr Hotel, L.L.C.

2) The Subcontractor and its subcontractors of every tier shall require their respective vendors, suppliers, material dealers, and others who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment, or any other items or persons to or from the Work to maintain Workers' Compensation, General Liability, Automobile Liability, and Umbrella Liability insurance coverages.

N. Certificates of Insurance

1) The Subcontractor shall not commence work nor allow any tier of subcontractor to commence work on any subcontract until Certificates of Insurance have been obtained from all tiers of subcontractors. Such Certificates of Insurance shall be filed with Contractor and shall be subject to the Owner's approval.

2) Failure of the Contractor to require such Certificates of Insurance shall not relieve the Subcontractor from the responsibility to provide the specified insurance coverages or to file Certificates of Insurance on behalf of any tier of subcontractor.

3) Renewal certificates of insurance or such similar evidence shall be provided to the Contractor if the coverages have an expiration or renewal date occurring during the term of this Agreement. Such renewal certificates are to be delivered no less than sixty (60) days prior to the expiration of the existing coverages.

4) Authorization is hereby granted to the Contractor to withhold issuance of Notice to Proceed, deny access to the site and/or Work, and to withhold payments until properly executed Certificates of Insurance providing insurance as required herein are received by the Contractor.

5) Certificates of insurance are to be provided annually as evidence thereof of extended completed operations coverage.

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Subcontractor Payment Request Procedure

EXHIBIT "E"

Subcontractors are required to submit Partial Waiver of Lien, Sworn Statement and Affidavit with each monthly Pay Application. Three complete copies and one original must be submitted to Kenny's Project Manager as identified below.

Before submitting monthly applications for payment, Subcontractor shall confirm the work performed and percentages completed with Kenny's Project Manager. This confirmation shall take place by the dates shown in the column "Pencil Applications to Kenny", in the table below. Submit one (1) original and three (3) copies of Subcontractor's final approved monthly application for payment to the attention of the Project Manager, by the dates shown in the column "Final Applications to Kenny", at the following address:

Kenny Construction Company
8500 W. Bryn Mawr Avenue
Chicago, Illinois 60631
Attention: Mr. David Maxwell - Project Manager

Please note that this process is required for each Progress Payment.

Unless we receive your Waivers (including all sub-subcontractor & material waivers), Sworn Statement, and Affidavit, subsequent payments may be withheld pending receipt of the required documentation.

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Pencil Applications to Kenny	Final Applications to Kenny
April 25, 2000	April 28, 2000
May 25, 2000	May 31, 2000
June 26, 2000	June 29, 2000
July 25, 2000	July 31, 2000
August 25, 2000	August 31, 2000
September 25, 2000	September 29, 2000
October 25, 2000	October 30, 2000
November 27, 2000	November 30, 2000
December 22, 2000	December 29, 2000
January 25, 2001	January 31, 2001
February 23, 2001	February 28, 2001
March 26, 2001	March 30, 2001
April 24, 2001	April 30, 2001
May 25, 2001	May 31, 2001
June 25, 2001	June 29, 2001



Subcontractor Payment Procedure

Prior to the submission of Subcontractor's first Progress Payment, the Subcontractor shall submit a detailed Schedule of Values to Kenny breaking down individual components of the Work. The Schedule of Values shall be broken down by labor, material and equipment and shall be easily quantified and verified in the field. The Subcontractor's Schedule of Values shall be approved by Kenny's Project Manager prior to submission of Subcontractor's first Progress Payment.

On the dates identified in the "Pencil Application to Kenny" table, Subcontractor shall make an approximate estimate, in writing, of materials in place and completed: the amount of work performed, and the value thereof, at the Contract Unit Prices (for unit price contracts) or in accordance with the Subcontract Agreement, there shall be deducted ten percent (10%) to be retained until after completion of the Subcontractor's Scope of Work. This preliminary estimate shall be made through the end of the current month and shall be used in preparing the Subcontractor's final draft of their monthly progress billing.

On the dates identified in the "Final Application to Kenny" Table, the Subcontractor shall submit to Kenny a final draft of their Sworn Statement and Application for Payment, which shall indicate the period covered, an estimate of the Work completed as of the last working day of the current month, the amount of materials stored for which payment is being requested, a detailed Schedule of Values of the various parts of the Work. The information required for Applications for Payment in accordance with Standard Forms AIA G702 and G703 (copies attached), and a separate computation of the additions to or deductions from the original G703 (copies attached), and a separate computation of the additions to or deductions from the original Contract Value. The Application for Payment shall be supported by such evidence of its correctness, as Kenny or the Owner may require.

The Subcontractor's monthly Progress Payment request shall be accompanied by the following documentation prior to its acceptance by Kenny:

1. A signed Partial Waiver of Lien covering Subcontractor's previous monthly payment. The waiver must indicate "Partial".
2. Such formal guarantees pertaining to the Work as may be required by the terms of the Contract Documents.
3. Such other Affidavits, Sworn Statements, Certified Payroll Reports, receipts and other documents as Kenny, Lending Institution, Title Company or Owner may require in order to obtain payment under the terms of the Contract Documents.

Retention may be lowered from ten percent (10%) upon satisfactory completion of the Subcontractor's entire Scope of Work in accordance with their contract, excluding minor punch list items, and at a point when fifty (50%) of the Contractor's total contract amount is completed. The balance of retainage, at this point, may be released upon satisfactory completion of the Subcontractor's punch list items, full compliance with all provisions required by the Contract Documents and authorization by the Owner. Until such time as retention is



Subcontractor Payment Procedure

due Subcontractor, Kenny shall be entitled to retain such sums and shall be entitled, but not obligated to use such retention for, among other purposes, as additional security for the completion of all or part of the Subcontractor's Work or correction of their Work, payment of Subcontractor fines, and to meet any other obligations of the Subcontractor under this Contract. In no event shall the amount retained by Kenny be less than an amount equal to two (2.0) times the calculated value of all remaining uncompleted work.

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20799924



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: PROJECT: VIA ARCHITECT:

FROM CONTRACTOR: CONTRACT FOR: CONTRACT DATE:

APPLICATION NO.: PERIOD TO: PROJECT NOS.: DISTRIBUTION TO: OWNER ARCHITECT CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 + 2)
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

- 5. RETAINAGE:
a. % of Completed Work (Columns D + E on G703)
b. % of Stored Material (Column F on G703)
Total Retainage (Line 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 676,982.02

8. CURRENT PAYMENT DUE \$

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$

Table with columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Rows include: Total changes approved in previous months by Owner, Total approved this Month, TOTALS, NET CHANGES by Change Order.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR By: Date: State of: County of: Subscribed and sworn to before me this day of Notary Public: My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: By: Date: This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

WAIVER OF LIEN TO DATE
UNOFFICIAL COPY

STATE OF ILLINOIS }
 COUNTY OF } SS

Gty # _____

Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
 to furnish _____
 for the premises known as _____
 of which _____ is the owner.

THE undersigned, for and in consideration of _____

(\$ _____) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Given under _____ hand _____ and seal _____ this
 _____ day of _____, 20 ____.

Ronald P. Smith, Corporate Secretary

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

20799924

STATE OF ILLINOIS }
 COUNTY OF } SS

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is _____
 of the _____

who is the contractor for the _____ work on the
 building located at _____
 owned by _____

That the total amount of the contract including extras is \$ _____ on which he has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE

TOTAL LABOR AND MATERIAL TO COMPLETE

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 20 ____

Signature: _____

Subscribed this _____ day of _____, 20 ____

UNOFFICIAL COPY
KENNY CONSTRUCTION COMPANY

POST OFFICE BOX 909F
250 NORTHGATE PARKWAY • WHEELING, ILLINOIS 60090-2684
TELEPHONE: 847 / 541-8200 • FAX: 847 / 459-4308
email: kcc@kennyconstruction.com

Exhibit "F" - Subcontract Safety Handbook

Re: Safety Provisions for Subcontractor

20799924

Dear Sir and/or Madam:

Welcome to Kenny Construction Company. We are committed to your Safety while you are on this project. Through joint cooperation between Kenny Construction Company and you, as the Subcontractor, we can provide a work place reasonably free of recognized Safety/Liability/Property Hazards. Remember, Safety and Safety Awareness is a two-way street. It takes all of us to make it work. We do not want nor will we tolerate Unsafe Employees or Practices on this project.

Attached are your Safety Provisions. These should be reviewed with you before you start work on this project. **You are to sign the last sheet of this package and return it with your executed Subcontract to the Purchasing Department.**

Your Safety at this Project is everyone's concern!

Very truly yours,

KENNY CONSTRUCTION COMPANY

Robert K. Stineman Sr.

Robert K. Stineman, Sr.
Purchasing Agent

RKS/rr
Attachment



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SAFETY PROVISIONS FOR SUBCONTRACTOR CONTRACTS: JOB SITE SAFETY & HEALTH RULES

Kenny Construction Company and all its wholly owned subsidiaries maintains safety and health policies to exacting standards. At **Kenny, SAFETY IS #1!** All subcontractors, vendors and visitors shall adhere to these policies while present on any **Kenny** job. The following list of rules highlights the most frequently ignored or misunderstood. Nevertheless, failure to comply with **Kenny Construction Company's** policy, applicable OSHA, NIOSH, EPA regulations or any other applicable Federal, State or local regulations will be grounds for disciplinary action and/or removal of your company or employees from our projects.

1. Fall protection must be used when any employee is working at a height of more than 6 feet. A full body harness with shock absorbing lanyard shall be worn when tie-off is the safest and most feasible method of fall protection. The fall protection trigger point for working on scaffolds is 10 feet.
2. Safety glasses must be worn at all times when working or visiting within the working areas of the project.
3. Double eye protection shall be worn when using equipment that generates projectiles (e.g. grinding, chipping).
4. All scaffolding shall be erected, moved, dismantled and altered under the supervision of a competent person, and that person shall also be responsible for conducting comprehensive inspections of all scaffolding components and materials on a daily basis or each work shift, whichever is applicable.
5. Weekly safety meetings will be conducted by **Kenny Construction Company** safety personnel. Subcontractors who desire to hold their own safety meetings shall provide documentation to the project safety administrator, showing when safety meetings were held, who attended and what was discussed.
6. OSHA, NIOSH and EPA regulations shall be considered minimum guidelines and must be complied to on all **Kenny Construction Company** job sites.
7. All field employees must wear shirts and long pants while working on the project. Shirts must be long enough to completely cover the torso and must have a least short sleeves. Shirts with buttons the full length of the shirt must be buttoned at least 3/4 to complete. Pants must be appropriate for construction work. Excessive jewelry is considered a job site safety hazard and will not be allowed.
8. All workers must maintain their hair at a length and/or in a manner that will not present a hazard to their personal safety.
9. Hard hats must be worn at all times while working on **Kenny Construction Company** projects.
10. All Subcontractors, vendors and visitors are subject to compliance inspections by members of **Kenny Construction Company's** safety team.
11. Housekeeping is a primary concern and must be maintained at consistently high levels. Daily clean-up procedures are encouraged. Left over scrap materials, pallets and food rubbish must be removed promptly. The **Kenny Construction Safety Team** will provide individual accountability during regular job site inspections.

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12. Workers that fail to comply with **Kenny Construction Company's** policy are subject to discipline. Three (3) documented safety citations, violations or safety warnings will result in the offending worker being removed from the project.
13. Safety materials such as ear plugs, safety glasses, particle masks, respirators, etc., must be provided by each subcontractor, serving as an employer. **Kenny Construction Company**, whenever possible, will provide these materials to subcontractor employees who are not provided these items by their employer; however, the subcontractor will be back-charged for all such materials.
14. All delivery personnel must have and wear hard hats, safety glasses and work shoes or other appropriate safety equipment.
15. **Kenny Construction Company** requires a detailed report of all accidents involving subcontractor employees. The report should include a doctor's report, foreman's report, witness statements, etc.
16. Alcoholic beverages and illegal drugs are strictly prohibited on all **Kenny Construction Company** projects. Prescription medication use must be reported to the employees immediate supervisor.
17. Subcontractors must have a first aid kit on the job, appropriate for the number of their personnel.
18. When cutting, burning, welding or working with flammable materials, subcontractors must provide an appropriate number of fire extinguishers with close proximity to the work being performed.
19. Each subcontractor must provide one employee certified in First Aid and CPR whenever performing work on **Kenny Construction Company** projects. A list of First Aid and CPR certified personnel must be provided to the project safety administrator.
20. Operating a motor vehicle or any other equipment in a reckless manner is strictly prohibited and will not be tolerated.

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P-1560 Subcontract (Renaissance Suites O'Hare)

SAFETY PROVISIONS FOR SUBCONTRACTOR ACKNOWLEDGMENT

This is to acknowledge that I have received my copy of the Kenny Construction Company Safety Provisions. I have read its contents and have been made aware of Kenny Construction Company's Project Rules and Policies. I hereby agree to follow all rules and regulations of my job.

PRINT FULL NAME

TORR BARK-HALSTEN

SIGNED

[Signature]

DATE

7-17-2000

CRAFT

Concrete

CONTRACTOR / SUBCONTRACTOR

TOR Constr.

YOUR REPRESENTATIVE IS

Jim LEFKER



WITNESS (KCC SAFETY)

[Signature]

TITLE

Vice President

YOUR COPY



20799924

UNOFFICIAL COPY

P-1560 Subcontract (Renaissance Suites O'Hare)

SAFETY PROVISIONS FOR SUBCONTRACTOR ACKNOWLEDGMENT

This is to acknowledge that I have received my copy of the Kenny Construction Company Safety Provisions. I have read its contents and have been made aware of Kenny Construction Company's Project Rules and Policies. I hereby agree to follow all rules and regulations of my job.

PRINT FULL NAME

TORR BARK-HANSEN

SIGNED

T. Hansen

DATE

8/17-2010

CRAFT

Concrete

CONTRACTOR / SUBCONTRACTOR

TOR Const.

YOUR REPRESENTATIVE IS

JIM REFFEL

[Redacted Signature]

WITNESS (KCC SAFETY)

Jim Reffel

TITLE

Vice President

**KENNY CONSTRUCTION COMPANY'S COPY
to be returned to the Purchasing Department**



20799924

The Agreement entered into between Kenny Construction Company ("Contractor") and Bryn Mawr Hotel, L.L.C. ("Owner"), dated as of March 1, 2000, regarding the Renaissance Suites O'Hare Project ("Prime Contract") is hereby incorporated into this Subcontract by reference. Subcontractor, to the extent of the Work to be performed by the Subcontractor, shall be bound to the Contractor by the terms of the Prime Contract, and shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Prime Contract, assumes toward the Owner and Architect. Subcontractor may review the terms and conditions of the Prime Contract during normal business hours at the Contractor's home office by making an appointment to do so.

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Act ID	Description	1999	2000	2001	2002
10	Documents for Foundation Permit				
15	Documents for Caisson Permit				
16	Process Caisson Permit				
20	Process Foundation Permit				
30	Documents for Superstructure Permit				
40	Process Superstructure Permit				
50	Documents for Full Building Permit				
60	Process Full Building Permit				
70	Award Caisson Contract				
80	Site Mobilization				
90	Install Caissons				
100	Award Excavation Contract				
110	Excavation				
120	Award Site Utilities Contract				
130	Install U/G Utilities & Temp Electric				
140	Award Concrete Contract				
150	Concrete Caisson Caps/Foundations				
160	Concrete Superstructure				
170	Complete Roofing System				
180	Award Masonry Contract				
190	Masonry				
200	Award Precast Contract				
210	Precast				
220	Exterior Windows				
230	Building Enclosed				
240	MEP Rough-in				
250	Equipment Setting				
260	Electrical				
270	Elevators				
280	Interior Finishes				
290	Final Punchlist				
300	Substantial Completion				
310	Final Completion				

1999

Documents for Foundation Permit

Documents for Caisson Permit

Process Caisson Permit

Process Foundation Permit

Documents for Superstructure Permit

Process Superstructure Permit

Documents for Full Building Permit

Process Full Building Permit

Award Caisson Contract

Site Mobilization

Install Caissons

Award Excavation Contract

Excavation

Award Site Utilities Contract

Install U/G Utilities & Temp Electric

Award Concrete Contract

Concrete Caisson Caps/Foundations

Award Masonry Contract

Masonry

Award Precast Contract

Precast

Exterior Windows

Building Enclosed

MEP Rough-in

Equipment Setting

Electrical

Elevators

Interior Finishes

Final Punchlist

Substantial Completion

Final Completion

2000

Process Foundation Permit

Documents for Superstructure Permit

Process Superstructure Permit

Documents for Full Building Permit

Process Full Building Permit

Award Caisson Contract

Site Mobilization

Install Caissons

Award Excavation Contract

Excavation

Award Site Utilities Contract

Install U/G Utilities & Temp Electric

Award Concrete Contract

Concrete Caisson Caps/Foundations

Award Masonry Contract

Masonry

Award Precast Contract

Precast

Exterior Windows

Building Enclosed

MEP Rough-in

Equipment Setting

Electrical

Elevators

Interior Finishes

Final Punchlist

Substantial Completion

Final Completion

Exhibit H Project Construction Schedule

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestones point
- Finish milestones point



Definitions and Terms Generally

Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval" and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed" except as otherwise specifically provided or as the context may otherwise require. Capitalized terms defined in the Agreement and not otherwise defined in this Exhibit L shall have the meanings assigned to them in the Agreement.

For purposes of this Agreement, the following words and phrases shall be given the following respective meanings.

"**Agreement**" means this Subcontractor's Agreement as amended from time to time in accordance with its terms and including all Schedules and Exhibits attached hereto or incorporated herein by reference and which is also defined in the first Article of this Agreement.

"**Business Day**" means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a Legal Holiday.

"**CERCLA**" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §6901 et. seq.

"**City**" means the City of Chicago, Illinois, a municipal corporation and a home rule unit of local government under the Constitution of the State of Illinois, and its successors and assigns permitted in accordance with this Agreement.

"**Contract Date**" means the date appearing in the first paragraph of this Agreement.

"**Day**" shall mean a calendar day, beginning at 12:01 a.m. in the central time zone of the United States coinciding with the calendar day, whether or not a Saturday, Sunday or Legal Holiday.

"**Design Documents**" means the architectural drawings, plans, specifications and other documents relating to the design and construction of the Renaissance Suites O'Hare.

"**Environmental Requirements**" means all laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders of any governmental agency or other instrumentality of the United States, the State or political subdivisions thereof and all judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment which are applicable to the construction, operation and use of the Renaissance Suites O'Hare Site, including without limitation: (I) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances which are applicable to the construction, operation and use of the Renaissance Suites O'Hare Site; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public which are applicable to the construction and operation of the Renaissance Suites O'Hare Building and the use of the Renaissance Suites O'Hare Site.

"**Hazardous Substances**" shall have the definition assigned to that term by Section 101(14) of CERCLA and shall also include petroleum, including crude oil or any fraction thereof, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons.

"**Hazardous Waste**" shall have the definition assigned to that term by Section 1004 of RCRA and the regulations adopted pursuant thereto.

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"Legal Holiday" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or such other Legal Holidays as may be designated from time to time by the Contractor.

"Operator" or "Owner" means Bryn Mawr Hotel, L.L.C., and its successors and assigns permitted in accordance with the provisions of this Agreement.

"OSHA" shall mean the United States Occupational Safety and Health Administration.

"Party" or "Parties" means either the Contractor or the Subcontractor or both, as the context of the usage of such term may require.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. §6900 et. seq.

"Schedule" means an exhibit or schedule attached hereto and incorporated in this Agreement, unless otherwise expressly indicated by the terms of this Agreement.

"State" means the State of Illinois and all of its appropriate administrative, contracting and regulatory agencies and offices.

"Week" means a period commencing Sunday at 12:01 a.m. in the Central time zone in the United States of America and ending at midnight on the following Saturday.

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EXHIBIT J

RENAISSANCE SUITES O'HARE SCOPE REVIEW MEETING

Tor Construction Co., Inc. CAST-IN-PLACE CONCRETE

The Scope Review Meeting Minutes and any bid adjustments resulting from the Scope Review Meeting will become a part of the final Subcontract Agreement, as EXHIBIT K. In the case of conflicts or contradictions with EXHIBIT A – SCOPE OF WORK, the provisions within this EXHIBIT J shall govern. The following attendees were present at the meeting:

ATTENDEES:	
Name:	Company:
1. David R. Maxwell	Kenny Construction Company
2. Turk J. J. [unclear]	Kenny Construction Company
3. [unclear]	TOR CONSTRUCTION
4. [unclear]	TOR CONSTRUCTION CO.
5. [unclear]	LAKELAND ENTERPRISES, INC.
6. MARTY SWEDS	KENNY CONSTRUCTION CO.

General Conditions to Subcontractor Agreement:

1. The Subcontractor shall provide and maintain, at all times, all lights, signals, barricades, flagmen and all other protective measures as required to protect persons from injury and property from damage as a result of Subcontractor's Work. *OK*
2. The Subcontractor shall provide all permits and pay all permit and inspection fees required in connection with the Work; excluding the General Building Permit. *OK*
3. The Subcontractor acknowledges that he has inspected the premises of this Project, and that he has taken into consideration all contingencies necessary to furnish and install the Work of this trade, complete in every respect, and as required by the Contract Documents as part of his Work under this Agreement. *OK*
4. The Subcontractor shall provide all OSHA protections required. The Subcontractor shall take all necessary precautions to ensure the safety of the public and of the workmen on the site, and to prevent accidents or injury to any persons. *Elevator shaft protection to follow with formwork.*
5. The Subcontractor shall take all reasonable measures to prevent soils and debris from being tracked into the streets. The Subcontractor shall maintain clean work areas and shall remove from the premises as often as

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EXHIBIT J

RENAISSANCE SUITES O'HARE SCOPE REVIEW MEETING

directed by the Contractor, all rubbish, debris, or surplus material which may accumulate from the prosecution of the Work. *OK*

SCOPE OF WORK

1. Furnish and install all items required for a complete reinforced concrete structure, including, but not limited to concrete caisson caps, grade beams, walls, columns, slabs-on-grade, supported floors and cast-in-place stairs

yes

2. Furnish and install complete site concrete work, including curbs and gutters, sidewalks, loading dock ramp and aprons.

yes

3. All work required for the foundation system, exclusive of caisson construction (by others) including, but not limited to caisson caps, grade beams, mud slabs, footings, foundation walls and slab on grade work. The work also includes all hand trimming of footing/grade beam/cap excavations and hand grading slab on grade and furnishing and installing vapor barriers, expansion joint, etc.

yes

4. Furnish and install reinforcing steel and welded wire mesh.

1050 tons of reinforcing steel included in bid. yes

5. Furnish and install all rigid insulation shown under slab on grade work and/or insulation shown adhered to foundation or grade beams.

yes, as shown

6. The furnishing, installation and timely removal of adequate reshoring.

yes

After reaching 3rd floor, schedule will be 1 week, 5 work days, per floor.



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EXHIBIT RENAISSANCE SUITES O'HARE SCOPE REVIEW MEETING

7. The furnishing, forming and placing of concrete for all conduit and pipe encasements required.

For conduit and pipe encased in slabs.

8. The engineering, installation, operation and dismantling of a tower crane, sufficient in size and capacity to handle the construction of the Project including any and all trucking and freight charges, operator time, etc. The Subcontractor will provide timely hoisting to the Contractor and other subcontractors during normal working hours at no charge. The schedule for such hoisting shall be determined mutually by the Subcontractor and the Contractor's Job Superintendent. The tower crane shall remain in place until all shoring has been removed from the site and the Contractor's mechanical/electrical/elevator and roofing and material requiring the usage of the tower crane in accordance with Contractor's Project Schedule. If other subcontractors require the use of the tower crane on an overtime basis, the individual Subcontractor shall be responsible to retain the service of a structural engineer to design the foundation for the tower crane and any other structural requirements as may be required. The Subcontractor shall obtain the necessary permits from the City of Chicago or others as their interests may appear.

For to check pricing to allow tower crane to remain in place for two weeks past the penthouse roof deck completion (concrete placement).

9. Subcontractor shall make any and all special accommodations to the formwork to frame over any mechanical, electrical or elevator equipment set in place during superstructure construction. Equipment shall be protected by Subcontractor providing such equipment.

yes

10. The installation of all miscellaneous metal embeds, anchor bolts and base plates, etc. as required for other trades from drawings provided to the Subcontractor. Subcontractor is responsible for all box-outs shown or implied on the Contract Drawings. Subcontractor shall install steel pipe bollards furnished by others.

For to provide update for embed quantities provided by CTI.

11. Subcontractor shall provide, install, maintain, relocate and remove all temporary ladders required to perform the work. Ladders shall meet all OSHA requirements and shall be used by other trades. Temporary

650 column embeds for gravity support, 2950 column embeds for lateral ties, 100 slab edge embeds for lateral ties at middle of each bay.

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EXHIBIT J

RENAISSANCE SUITES O'HARE SCOPE REVIEW MEETING

ladders shall be removed on a floor-by-floor basis as soon as concrete stairs are available for use.

Yes

12. Subcontractor shall provide use of tower crane with operator for erecting and jumping the contractor provided personnel hoist as required at no additional cost.

Yes. 2 jumps planned for erection. Use of tower crane on straight time.

13. The Contractor shall provide to the Subcontractor a base elevation and corner offsets at ground elevation from which the Subcontractor shall perform the remainder of the layout work for the construction of the structure. As a minimum, Subcontractor shall layout centerline of each corridor plus six (6) columns on each corridor. The other subcontractors shall rely upon the layout work performed by Subcontractor.

Yes

14. For all exposed concrete ceilings, the Subcontractor shall remove tins, and grind the form joints. Where such joints are equal to or in excess of one-eighth (1/8") of an inch, the Subcontractor shall be responsible for adequately patching and feathering. Any honeycombing, air holes, or imperfections shall be adequately patched by the Subcontractors. Where any exposed nails, metal, etc. are evident, such metal shall be cut off and patched over as required for a flush appearance.

*Price to be adjusted for "boxing" the joints.
Machine trowel finish. Guest bathrooms to 1/8" in 10ft
for flatness and living areas to be 1/4" in 10ft using a straightedge.*

15. Sleeves for mechanical/electrical trades shall be furnished and installed by the individual trades. The Subcontractor shall install and remove sheet metal box-outs provided by others for the HVAC Subcontractor.

Leadout by HVAC Sub.

Yes

16. Cast-In-Place concrete stairs will be placed down from the slab above, the same day the supported slab is placed, to provide access from floor to floor.

Yes

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EXHIBIT J RENAISSANCE SUITES O'HARE SCOPE REVIEW MEETING

17. Supported floor slabs shall be poured to maintain levelness within ACI tolerance.

*1/8" in 10ft for bathrooms
1/4" in 10ft elsewhere*

18. Subcontractor shall furnish and install all necessary safety work to comply with the requirements of OSHA for others as their interest may appear. This work shall include, but not be limited to, the following: perimeter barricades, cables, handrails, toe boards, elevator shaft closure, stairway closures, miscellaneous opening protections, tower crane, safety barricade closures, etc.

Protection follows with formwork.

19. Initial Shop Drawing submitted within 1 1/2 weeks from Proceed Order.

SCHEDULE OF PRICES

Item Number	Description	Unit	Qty	Total Price
1	Mobilization	LS	1	325,000.
2	Demobilization	LS	1	150,000.
3	Concrete foundation, caisson caps, grade beams, footings	LS	1	400,000.
4	Concrete shear walls, columns	LS	1	350,000.
5	Concrete slabs on grade	LS	1	50,000.
6	Concrete for elevated slabs	LS	1	50,000.
7	Concrete sitework, stoops, curbs, gutters, etc.	LS	1	50,000.
8	Caisson caps, grade beams	LS	1	
9	Foundation wall footings	LS	1	50,000.
10	Foundation walls, sump pits, elevator pits	LS	1	250,000.
11	Shear walls, columns	LS	1	950,000.
12	Structural floor slab - Normal Weight Concrete	LS	1	1,750,000.
12a	Structural floor slab - Light Weight Concrete	LS	1	Incl.
13	Reinforcing steel	LS	1	1,200,000.
14	Welded wire fabric	LS	1	25,000.
15	Steel embeds	LS	1	15,000.
16	Furnish and install anchor bolts, columns leveling plates, grouting under column leveling plate.	LS	1	5,000.
17	Waterstops	LS	1	5,000.
18	Payment & Performance Bond	LS	1	50,000.

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Total Base Bid

Add for precast embeds, 2wk crane rental, boxing concrete ceiling joints

~~\$ 5,675,000.~~ 6/29/00
~~141,043.~~ dkm
\$ 5,771,793.00 6/29/00
dkm

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EXHIBIT J

RENAISSANCE SUITES O'HARE SCOPE REVIEW MEETING

Item Number	Description	Units	Unit Price
1	Concrete Work: Unit price per cu. Yd. of concrete shall constitute full payment for all work required to provide specified design mix in accordance with contract documents, except formwork and concrete reinforcement, which are paid separately. Payment shall be measured on the basis of the neat line plan dimension.		
1a	4,000 psi Concrete	Cu. Yd.	80
1b	6,000 psi Concrete	Cu. Yd.	90
1c	4000 psi Light Weight Concrete	Cu. Yd.	
2	Formwork: Furnish and erect formwork in accordance with the Contract Documents. Unit price per square foot of formwork shall be contact area only and shall constitute full payment. Payment shall be measured on the basis of neat line plan dimensions.		
2a	Caisson cap and grade beams	SF	3.50
2b	Structural slab on grade (edge form)	SF	3.50
2c	Shear walls and columns	SF	4.50
2d	Supported slabs	SF	
2e	Concrete stairs, ramps	SF	
2f	Concrete paving and walkways	SF	
2g	Concrete curb and gutter	SF	
3	Concrete Reinforcement: Unit prices, per ton, shall constitute full payment for all work required to furnish and install reinforcement in accordance with Contract Documents. Payment shall be measured on the basis of the reinforcing steel weight in place.		
3a	Reinforcing steel bar	TON	1350
3b	Welded wire fabric	TON SF	0.35
4	Steel Embeds: Unit price per pound shall constitute full payment for all work required to provide miscellaneous steel embeds in concrete work in accordance with Contract Documents. Payment shall be measured on the basis of weight of materials in place.		
4a	Furnish and install miscellaneous steel (plates, angles, channel anchors, anchor bolts)	EA	150.
4b	Furnish and install steel bollards	EA	450.
5	Non-shrink grouting under column	EA	50.

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EXHIBIT J

RENAISSANCE SUITES O'HARE SCOPE REVIEW MEETING

	leveling plates or equipment supports		
5a	12"x12"x3/4" size or less	EA	50.
5b	Larger than 12"x12"x3/4" size	Cu. Ft.	

PROJECT PLANS & SPECIFICATIONS

ARCHITECTURAL DRAWINGS

Drawing No.	Rev	Date	Title
00.00		05/31/2000	Drawing List, Symbols & Abbreviations
30.00		5/31/2000	Basement Plan
30.01		5/31/2000	First Floor Plan
30.02		5/31/2000	Second Floor Plan
30.03		5/31/2000	Typical Floor Plan (3 rd - 15 th)
30.05		5/31/2000	Roof Plan
31.00		5/31/2000	East Elevation
31.01		5/31/2000	West Elevation
31.02		5/31/2000	North Elevation
31.03		5/31/2000	South Elevation
32.00		5/31/2000	Building Sections
32.01		5/31/2000	Wall Sections
32.02		5/31/2000	Wall Sections
32.03		5/31/2000	Wall Sections
33.00		5/31/2000	Enlarged Sections
33.07		5/31/2000	Enlarged Elevator Core Plans
34.00		5/31/2000	Details
34.01		5/31/2000	Details
34.02		5/31/2000	Details
34.03		5/31/2000	Details
34.70		5/31/2000	Partition Types
35.00		5/31/2000	Enlarged Stair Plan & Sections
35.01		5/31/2000	Stair Details
A-X.A		5/31/2000	Typical Floor plan

STRUCTURAL DRAWINGS

Drawing No.	Rev	Date	Title
60.00.1		5/31/2000	Caisson Plan
60.00.2		5/31/2000	Basement Foundation Plan
60.01		5/31/2000	First Floor Plan
60.02		5/31/2000	Second Floor Plan
60.03		5/31/2000	Third Floor Plan
60.04		5/31/2000	Typical 4 th - 15 th Floor Plan
60.05		5/31/2000	Roof Plan
61.01		5/31/2000	Foundation Detail I
61.02		5/31/2000	Foundation Detail II
61.03		5/31/2000	Foundation Detail III

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RENAISSANCE SUITES O'HARE SCOPE REVIEW MEETING

61.04		5/31/2000	Concrete Details I
61.05		5/31/2000	Concrete Details II
61.06		5/31/2000	Concrete Column Schedule & Details
61.07		5/31/2000	Shear Wall Schedule & Details
61.08		5/31/2000	Shear Wall Elevations
61.09		5/31/2000	Beam Schedule & Concrete Details
61.10		5/31/2000	Concrete Flat Rate Details
61.11		5/31/2000	Concrete Details ii
61.12		5/31/2000	Steel Details
62.01		5/31/2000	Structural Notes
62.02		5/31/2000	Structural Notes II

INSURANCE REQUIREMENTS

1. Subcontractor shall provide and maintain the insurance required under the Contract Documents, including all additionally named insured. The Subcontractor expressly understands and agrees that its insurance shall serve as primary and noncontributory to any insurance of the additional insured. Subcontractor shall furnish certificates of such insurance to Contractor prior to starting work.

NOTE: In lieu of the primary wording paragraph above, Subcontractor's Certificate Of Insurance shall indicate that there is an **ADDITIONAL INSURED ISO FORM CGL2010 ENDORSEMENT.**

2. The minimum insurance coverage must be in compliance with the limits established within the "Standard" insurance form attached.

PAYMENT REQUEST PROCEDURE

1. Subcontractors are required to submit a Partial Waiver of Lien, Sworn Statement and Affidavit with each monthly Pay Application. Three complete copies and one original must be submitted to Kenny's Project Engineer. Payment Requisition shall be submitted using Standard Forms AIA G702 & G703.
2. Prior to submission of the Subcontractor's first Progress Payment, the Subcontractor shall submit a detailed Schedule Of Values to Kenny breaking down individual components of the Work. The Schedule Of Values shall be broken down by labor, material and equipment and shall be easily quantified and verified in the field. The Subcontractor's Schedule Of Values shall be approved by Kenny's Project Manager prior to submission of Subcontractor's first Progress Payment.
3. Before submitting monthly applications for payment, Subcontractor shall confirm the work performed and percentages completed with Kenny's

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EXHIBIT J

RENAISSANCE SUITES O'HARE

SCOPE REVIEW MEETING

Project Engineer. This confirmation shall take place by the dates shown in the column "Pencil Applications to Kenny", in the table below. Submit one (1) original and three (3) copies of Subcontractor's final approved monthly application for payment to the attention of the Project Engineer, by the dates shown in the column "Final Applications to Kenny".

Pencil Application To Kenny	Final Application To Kenny
May 25, 2000	May 30, 2000
June 26, 2000	June 30, 2000
July 25, 2000	July 31, 2000
August 25, 2000	August 31, 2000
September 25, 2000	September 29, 2000
October 25, 2000	October 30, 2000
November 27, 2000	November 30, 2000
December 22, 2000	December 29, 2000
January 25, 2001	January 31, 2001
February 23, 2001	February 28, 2001
March 26, 2001	March 30, 2001
April 24, 2001	April 30, 2001
May 25, 2001	May 31, 2001
June 25, 2001	June 29, 2001
July 26, 2001	July 31, 2001

SUBCONTRACTOR SAFETY HANDBOOK

1. Subcontractor has reviewed and understands the information provided in Kenny's Subcontractor Safety Handbook.

GEOTECHNICAL SOILS REPORT

1. Subcontractor has reviewed and understands the information provided in the Geotechnical Soils Report prepared by Terracon dated January 7, 2000. Furthermore, Subcontractor has inspected the site and is aware of the general soil conditions which are expected to be encountered on site.

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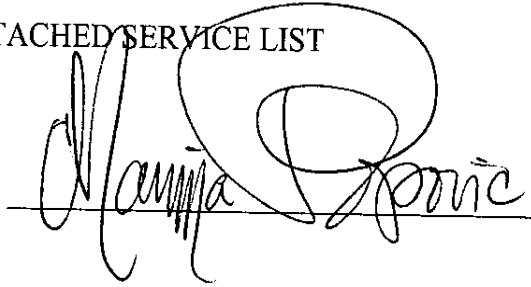


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CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that a true and correct copy of the foregoing Subcontractor's Claim for Lien was sent via Certified Mail, Return Receipt Requested, delivery limited to addressee only, on July 22, 2002, to the following:

SEE ATTACHED SERVICE LIST



A handwritten signature in cursive script, appearing to read "Patricia Sporic", is written over a horizontal line. The signature is enclosed within a large, hand-drawn oval.

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SERVICE LIST

BRYN MAWR HOTEL, L.L.C.
c/o John H. Mays, Registered Agent
Gould & Ratner
222 North LaSalle Street
Suite 800
Chicago, Illinois 60601

BENENSON BRYN MAWR, L.L.C.
c/o CT Corporation System,
Registered Agent
208 South LaSalle Street
Chicago, Illinois 60604

LAB BRYN MAWR, L.L.C.
c/o CT Corporation System,
Registered Agent
208 South LaSalle Street
Chicago, Illinois 60604

REB BRYN MAWR, L.L.C.
c/o CT Corporation System,
Registered Agent
208 South LaSalle Street
Chicago, Illinois 60604

BRYN MAWR, L.L.C.
c/o Kenneth A. Rawson,
Registered Agent
311 W. Superior
Suite 525
Chicago, Illinois 60610

BRYN MAWR LAND, L.L.C.
c/o Joel D. Rubin, Registered Agent
D'Ancona & Pflaum, LLC
111 E. Wacker Drive
Suite 2800
Chicago, Illinois 60601

KENNY CONSTRUCTION
COMPANY
c/o John E. Kenny, Registered Agent
250 N. Twelfth
Wheeling, Illinois 60090

LAKELAND BRYN MAWR HOTEL,
L.L.C.
c/o John H. Mays, Registered Agent
Gould & Ratner
222 North LaSalle Street
Suite 800
Chicago, Illinois 60601

KF BRYN MAWR HOTEL, L.L.C.
c/o John H. Mays, Registered Agent
Gould & Ratner
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Chicago, Illinois 60601

WAVE ENTERPRISES, INC.
c/o Mike E. C. Neal, Registered Agent
24255 Pacific Coast Highway
Malibu, California 90263-4458

FIRST MIDWEST BANK, NATIONAL
ASSOCIATION
c/o Robert O'Meara, Registered Agent
300 Park Boulevard
Suite 405
Itasca, Illinois 60143

FIRST BANK AND TRUST
COMPANY OF ILLINOIS
c/o Robert Hershenhor
300 East N.W. Highway
Palatine, Illinois 60067

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RENAISSANCE HOTEL
MANAGEMENT COMPANY, L.L.C.
c/o The Prentice Hall Corp. System,
Registered Agent
33 N. LaSalle St.
Chicago, Illinois 60602

DRAKE NORTH, INC.
c/o David A. Gumenick,
Registered Agent
30160 Orchard Lake Rd., Ste. 110
Farmington Hills, Michigan 48334

8550 BRYN MAWR L.L.C.
c/o Joel D. Rubin, Registered Agent
D'Ancona & Pflaum, LLC
111 E. Wacker Drive, Suite 2800
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