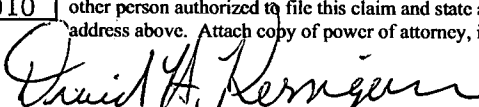



UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor: ERICKSON RETIREMENT COMMUNITIES, LLC., et al.		Case Number: 09-37010 (SGJ)
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Sherman Mechanical, Inc.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: James F. Bishop & Associates 550 W. Woodstock Street, Crystal Lake, Illinois 60014 Telephone number: (815) 455-0244		
Name and address where payment should be sent (if different from above): Sherman Mechanical, Inc. 1075 Alexander Court, Cary, Illinois 60013 Telephone number: (847) 462-1020		
1. Amount of Claim as of Date Case Filed: \$ <u>268,512.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: <u>construction contract</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>1414</u> 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ <u>100,000,000+</u> Annual Interest Rate <u>9%</u> Amount of arrearage and other charges as of time case filed included in secured claim: \$ _____ if any: \$ <u>268,512.00</u> Basis for perfection: <u>mechanic's lien</u> Amount of Secured Claim: \$ <u>268,512.00</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: 01/25/2010	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  David Kerrigan, President	
		FOR COURT USE ONLY Erickson Ret. Comm. LLC  00787

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

COPY

SHERMAN MECHANICAL, Inc., an
Illinois corporation,

Plaintiff,

v.

No.

ERICKSON CONSTRUCTION, LLC,
LINCOLNSHIRE CAMPUS, LLC,
SEDGEBROOK, INC., MIDWEST
ECOLOGICAL SERVICES, INC.,
ILLINOIS MINING CORP, INC;
SERVICES DRYWALL AND
DECORATING, INC., CAIN MILL
WORK, INC., COMMERCIAL CARPET
CONSULTANTS, INC., SUPERIOR
TRUSS AND PANEL, INC., WELCH
DRYWALL, WESTSIDE MECHANICAL
GROUP, INC., STREICH CORP., INC.,
PRATE INSTALLATION INC.,
UNKNOWN OWNERS and UNKNOWN
NECESSARY PARTIES,

Defendants.

09 CH 4156

FILED
SEP 23 2009
Angela A. Hoff
CIRCUIT CLERK

**VERIFIED COMPLAINT TO FORECLOSE ON MECHANICS LIEN
AND OTHER RELIEF**

NOW COMES the Plaintiff, SHERMAN MECHANICAL, INC., an Illinois
corporation, and brings its claim to Foreclose on Mechanics Lien and Other Relief
against Defendants, ERICKSON CONSTRUCTION, LLC, LINCOLNSHIRE CAMPUS,
LLC, SEDGEBROOK, INC., and UNKNOWN OWNERS and UNKNOWN NECESSARY
PARTIES, and in support thereof, alleges as follows:

COUNT I
FORECLOSURE ON MECHANICS LIEN

1. Plaintiff, SHERMAN MECHANICAL, INC. ("SHERMAN"), is an Illinois corporation engaged in the construction industry as a plumbing contractor having its principal place of business at 1075 Alexander Court, Cary, Illinois 60013.

2. Defendant, ERICKSON CONSTRUCTION, LLC ("ERICKSON"), is a Maryland limited liability company engaged in the construction industry as a general contractor having its principal place of business at 701 Maiden Choice Lane, Baltimore, Maryland 21228.

3. Defendant, LINCOLNSHIRE CAMPUS, LLC ("LINCOLNSHIRE"), is a Maryland limited liability company having its principal place of business located at 701 Maiden Choice Lane, Baltimore, Maryland 21228 and possesses an ownership interest in the real property located at 14899 W. Riverside Road, City of Lincolnshire, County of Lake, State of Illinois, and legally described as follows (hereinafter referred to as the "Property"):

LOT 1 IN SEDGEBROOK SUBDIVISION, BEING A SUBDIVISION OF
PART OF THE SOUTHEAST ¼ OF SECTION 22 OF THE SOUTHWEST
¼ OF SECTION 23 AND THE NORTHWEST 1/3 OF SECTION 26 AND
THE NORTHEAST ¼ OF SECTION 27, ALL IN TOWNSHIP 43 NORTH,
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE
COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF
RECORDED OCTOBER 5, 2005 AS DOCUMENT NUMBER 5870940.

PIN: 15-22-406-001 and 15-23-302-001

4. Defendant, SEDGEBROOK, INC. ("SEDGEBROOK"), is a Maryland corporation and a lending institution having its headquarters located at 701 Maiden

Choice Lane, Baltimore, Maryland 21228, and possesses an interest in the Property via one or more mortgage instruments.

5. Prior to July 31, 2008, LINCOLNSHIRE entered into a contract with ERICKSON (the "Contract") whereby ERICKSON was to provide labor, materials, tools, and equipment for construction at the Property.

6. On or about January 4, 2008, ERICKSON entered into a subcontract with SHERMAN (the "Subcontractor") whereby SHERMAN agreed to provide labor, materials, supplies, equipment, tools and services to provide the plumbing work (the "Work") at the Property. A copy of the Subcontract is attached hereto as Exhibit "A".

7. In consideration of SHERMAN'S provision of the Work at the Property, ERICKSON agreed to and was obligated to compensate SHERMAN the sum of \$1,795,000.00 pursuant to the Subcontract.

8. During the course of work at the property, ERICKSON and SHERMAN entered into various change orders, for work to be performed at the Property, which totaled an additional \$38,122.00. Copies of Change Orders are attached hereto and made a part hereof as Group Exhibit "B".

9. The following Defendants may claim an interest in the property as a result of mechanic's liens: Midwest Ecological Services, Inc., Illinois Mining Corp, Inc; Services Drywall and Decorating, Inc., Cain Mill Work, Inc., Commercial Carpet Consultants, Inc., Superior Truss and Panel, Inc., Welch Drywall, Westside Mechanical Group, Inc., Streich Corp., Inc., and Prate Installation Inc.

10. On or about April 12, 2009, SHERMAN completed the Work required to be performed under the Subcontract and Change Orders, including all extra and additional

labor and materials in the amount of \$1,833,122.00, in a good and workmanlike manner.

11. Providing for certain credits for amounts paid and allowances, the sum of ~~\$268,512.00 remains due and owing to SHERMAN under the terms of the Subcontract~~ and Change Orders for labor and materials furnished at the Property.

12. SHERMAN duly complied with 770 ILCS 60/24 of the Illinois Mechanics Lien Act by serving the then known owner of record for the Property, LINCOLNSHIRE, with its Subcontractor's Notice of Claim for Mechanic's Lien via certified mail return receipt requested, within ninety (90) days of SHERMAN'S substantial date of completion. A copy of the Notice is attached hereto as Exhibit "C".

13. SHERMAN duly complied with 770 ILCS 60/7 of the Illinois Mechanics Lien Act by recording its Subcontractor's Notice and Claim for Mechanic's Lien in the office of the Recorder of Deeds Lake County, Illinois within four months of the substantial date of completion. A copy of the Subcontractor's Notice of Claim for Mechanic's Lien is attached hereto as Exhibit "D".

14. SHERMAN is entitled to and does claim a Mechanics Lien upon the Property for the aforesaid balance plus interest pursuant to statute from the date the balance became due pursuant to 770 ILCS 60/1 and 60/7 of the Illinois Mechanics Lien Act by reason of the failure of said sum to be satisfied to date.

15. In addition to the persons designated by name herein, there are other persons who are or may be interested in this action and who have or claim some right, title, lien or interest in, to or upon the Property herein above described, or some parts

thereof, or any unknown or unidentified present holder's of title or the notes secured by the mortgages, tenants, or other parties in possession, other persons having or claiming mechanic's liens which are not of record, any unknown or unidentified title holder, their successors, assigns, spouses, and others, the names of which persons are unknown to SHERMAN and cannot be ascertained by diligent inquiry, and all such persons are therefore made party defendants to this action by the name and description "UNKNOWN OWNERS and UNKNOWN NECESSARY PARTIES".

16. Defendants, ERICKSON, LINCOLNSHIRE, and SEDGEBROOK, have or claim to have, some interest in the Property, as a mortgagor, encumbrancer, purchaser, owner, lessor or otherwise, the nature of which may be unknown to SHERMAN, and such interest, if any there be, is subject, subordinate, and inferior to the rights of SHERMAN.

17. Defendants ERICKSON and/or LINCOLNSHIRE and/or SEDGEBROOK (collectively, "DEBTORS") have failed to pay SHERMAN the full amount due and owing.

WHEREFORE, SHERMAN requests that this Court enter Judgment in favor of SHERMAN MECHANICAL, INC., and against all of the Defendants as follows:

- a. The court determine that SHERMAN is entitled to and has a valid Mechanics Lien claim on and against the subject property in the amount of \$268,512.00 plus interest pursuant to statute in such case made and provided plus costs;
- b. That an accounting be taken in this behalf under the direction of the
Court;

- c. The DEBTORS, or some of them, be ordered to pay SHERMAN whatever sums shall be found due it on taking of account, together with interest and costs;
- d. That a receiver be appointed to collect the rents, issues and profits of the Property;
- e. That in default of payment, the Property and all improvements thereon be sold, as the court may direct, to satisfy the amount due SHERMAN;
- f. In case of a sale and failure to redeem from the sale, DEBTORS, and all persons claiming by, through, or under them, may be forever barred and foreclosed from all rights or equity of redemption;
- g. That, in case the proceeds of such sale be insufficient to pay the full amount due SHERMAN including interest and costs, a deficiency decree may be entered against such of the DEBTORS as maybe found personally liable to pay the same and that execution may issue thereon;
- h. In the alternative, that this Court enter judgment in favor of SHERMAN, and against all or such of the DEBTORS, as may be found to be liable, in the amount of \$268,512.00, plus interest pursuant to statute together with all costs incurred by SHERMAN in bringing this proceeding;

- i. That this court tax all named Defendants and all other owners and tenants an amount sufficient to reimburse SHERMAN for its reasonable attorneys' fees and costs for Defendants' and any all other owner's and tenant's failure to pay the amount due and owing to SHERMAN without just cause or right; and
- j. That SHERMAN may have such other relief as the court shall deem just and equitable.

COUNT II
STATUTORY CLAIM AGAINST OWNER AND CONTRACTOR

NOW COMES the Plaintiff, SHERMAN MECHANICAL, INC., by and through its attorneys, JAMES F. BISHOP & ASSOCIATES, and makes claim pursuant to 770 ILCS 60/28 of the Illinois Mechanics Lien Act against the Defendants, ERICKSON CONSTRUCTION, LLC, LINCOLNSHIRE CAMPUS, LLC, SEDGEBROOK, INC., and in support, thereof states and alleges as follows:

18-32. SHERMAN repeats, realleges, and incorporates by reference its allegations contained in Paragraphs One (1) through Seventeen (17) of Count I as if fully set forth as Paragraphs Eighteen (18) through Thirty-Four (34).

35. At all relevant times, there existed a statute in Illinois which states, in pertinent part:

"if any money due to the . . . sub-contractors be not paid within 10 days after his notice is served as provided in Sections 5, 24, and 25 . . . he may sue the owner and contractor jointly for the amount due in the Circuit Court, and a personal judgment may be rendered therein as in other cases." 770 ILCS 60/28.

36. SHERMAN has made repeated demands for payment in the amount of \$268,512.00 plus interest, to no avail.

37. The failure of ERICKSON CONSTRUCTION, LINCOLNSHIRE, and/or SEDGEBROOK to submit payment to SHERMAN renders them subject to joint liability pursuant to 770 ILCS 60/28 of the Illinois Mechanics Lien Act.

WHEREFORE, the Plaintiff, SHERMAN MECHANICAL, INC., prays that this Honorable Court enter judgment in its favor and against ERICKSON CONSTRUCTION, LLC, LINCOLNSHIRE CAMPUS, LLC, SEDGEBROOK, INC., in the amount of \$268,512.00, plus interest, costs, and attorneys' fees incurred in pursuing this action, and any further relief this Court deems just and equitable.

**COUNT III
BREACH OF CONTRACT**

NOW COMES the Plaintiff, SHERMAN MECHANICAL, INC., by and through its attorneys, JAMES F. BISHOP & ASSOCIATES, and for its claim for Breach of Contract against Defendant, ERICKSON CONSTRUCTION, LLC, and in support, thereof states and alleges as follows:

38-54. SHERMAN repeats, realleges, and incorporates by reference its allegations contained in Paragraphs One (1) through Seventeen (17) of Count I as if fully set forth in Paragraphs Thirty-Seven (37) through Fifty-Four (54).

55. On or about April 12, 2009, SHERMAN completed all Work required to be performed under the Subcontract at the Property in a good and workmanlike manner.

56. As a result, considering all payments and/or credits, the sum of \$268,512.00 is due and owing to SHERMAN under the terms of the Subcontract.

57. SHERMAN has made repeated demands for payment of all outstanding sums to no avail.

58. Despite the demands made by SHERMAN, ERICKSON has refused and continues to refuse to tender full payment to SHERMAN to date.

59. The failure of ERICKSON to tender full payment to SHERMAN constitutes a breach of contract.

60. As a result of the actions of ERICKSON resulting in a breach of the Subcontract, SHERMAN has suffered damages in an amount in excess of \$268,512.00.

WHEREFORE the Plaintiff, SHERMAN MECHANICAL, INC., prays that this Honorable Court enter judgment in its favor and against the Defendant, ERICKSON CONSTRUCTION, LLC, in the amount of \$268,512.00, plus interest, costs and attorneys' fees incurred in pursuing this action, and any further relief this Court deems just and equitable.

**COUNT IV
QUANTUM MERUIT AS ALTERNATIVE COUNT**

61-77. SHERMAN repeats and realleges its allegations contained in Paragraphs One (1) through Seventeen (17) of Court I as if fully set forth in Paragraphs Sixty-One (61) through Seventy-Seven (77).

78. SHERMAN performed services to the benefit of LINCOLNSHIRE and SEDGEBROOK under the Subcontract by providing labor, materials, tools and equipment for plumbing at the Property.

79. The services performed under the Subcontract were performed non-gratuitously and in a good and workmanlike manner.

80. LINCOLNSHIRE and SEDGEBROOK accepted the work performed under the Subcontract.

81. No contract existed between SHERMAN and LINCOLNSHIRE and
SEDGEBROOK to prescribe payment for the services rendered by SHERMAN.

82. The services rendered by SHERMAN at the Property are reasonably
valued at \$268,512.00.

83. After proper demand, LINCOLNSHIRE and SEDGEBROOK have failed to
make payment of the balance owed SHERMAN in the amount of \$268,512.00.

WHEREFORE the Plaintiff, SHERMAN MECHANICAL, INC., prays that this
Honorable Court enter judgment in its favor and against the Defendants,
LINCOLNSHIRE CAMPUS, LLC, and SEDGEBROOK, INC., in the amount of
\$268,512.00, plus interest, costs, and attorneys' fees incurred in pursuing this action,
and any further relief this Court deems just and equitable.

Respectfully submitted,
SHERMAN MECHANICAL, INC.

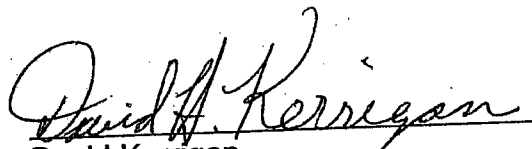
BY: _____

James F. Bishop
Attorney for Plaintiff
Sherman Mechanical, Inc.

James F. Bishop
JAMES F. BISHOP & ASSOCIATES
550 W. Woodstock Street
Crystal Lake, IL 60014
Tel: 815-455-0244
Fax: 815-455-7124
C:\JFB\Sherman Mechanical\Foreclosure Complaint.doc

VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true. The undersigned further certifies that if called as a witness, he is fully willing and able to competently testify as to the matters asserted herein.



David Kerrigan
On behalf of Sherman Mechanical, Inc.

Its: President

James F. Bishop
JAMES F. BISHOP & ASSOCIATES
550 W. Woodstock Street
Crystal Lake, IL 60014
Tel: 815-455-0244

Fax: 815-455-7124

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TO: Mr. Joe Mocarski
Sherman Mechanical, Inc.
1075 Alexander Court
Cary, Illinois 60013

TRANSMITTAL

DATE:	2/14/08	JOB NO.: 517
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RE: **SEDGEBROOK**
RG1.0

WE ARE SENDING YOU

<input checked="" type="checkbox"/>	Attached
<input type="checkbox"/>	Shop Drawings
<input type="checkbox"/>	Copy Of Letter

☐ Under Separate Cover Via ☐ courier
☐ Prints ☐ Plans ☐ Samples
☐ Change Order

The Following Items:

Specifications

[illegible]

<input type="checkbox"/>	For Your Use
<input type="checkbox"/>	As Requested
<input type="checkbox"/>	For Review & Comment

	Approved As Noted
	Returned For Corrections
	Others:

Submit _____ Copies For Distribution
Return _____ Corrected Prints

REMARKS: Enclosed for your file is a fully executed Subcontract.

COPY TO: File

SIGNED:

Pete Szpak

Contract Number: 4

Sub: Sherman Mechanical, Inc.
Cost Code: 517EC10-48400-154000

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 11/16/2007 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Pete Szpak; and Sherman Mechanical, Inc. (the "Subcontractor"), having an address of 1075 Alexander Court, Cary, IL, 60013.

RECITALS

A. The Contractor has made a contract for construction dated as of 11/01/2007 (the "Prime Contract") with Lincolnshire Campus, LLC (the "Owner"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228. A copy of the Prime Contract containing all provisions applicable to Subcontractor shall be made available to the Subcontractor, upon request, in Contractor's general offices.

B. The Prime Contract is for the provision of labor, materials and services in connection with the construction of Sedgebrook RG1.0, 20 Riverside Rd., being part of a project known as Sedgebrook, Inc., located in Lincolnshire, Illinois (the "Project").

C. The Architect for the Work (as such term is defined in Section 2.1 below) is Wallace Roberts & Todd, LLC (the "Architect"), having an address of 1700 Market Street, Philadelphia, PA, 19103.

D. The Developer of the Project is Erickson Retirement Communities, LLC (the "Developer"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

E. The Operator of the Project is Sedgebrook, Inc. (the "Operator"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor hereby agrees to hire the Subcontractor to perform the Work, and the Subcontractor hereby agrees to perform the Work, on the terms and conditions hereinafter set forth in this Subcontract.

1. THE SUBCONTRACT DOCUMENTS.

1.1. The Subcontract Documents consist of (1) this Subcontract; (2) provisions of the Prime Contract applicable to the Work, (including all General Conditions to the Prime Contract, and all Drawings and Specifications, as such terms are defined in the Prime Contract); (3) other documents listed in Section 1.2 below; and (4) modifications to this Subcontract issued after execution of this Subcontract. To the extent any terms of this Subcontract are in conflict with the terms of the Prime Contract, the terms of this Subcontract shall control. The Subcontract Documents form the Subcontract, and are as fully a part of this Subcontract as if attached to this Subcontract or repeated herein. The Subcontract represents the entire and integrated Subcontract between the parties hereto and supersedes all prior negotiations, representations or Subcontracts, either written or oral. All initially capitalized terms used herein, unless otherwise defined in this Subcontract, shall have the meanings given such terms in the Prime Contract.

1.2. To the extent not listed directly above, the Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated as follows: (on Exhibit A attached hereto)

2. THE WORK OF THIS SUBCONTRACT.

2.1. The term "Work" shall mean and refer to all labor, supervision, materials and services scaffolding, tools, equipment, supplies, hoisting, vertical transportation and all other things necessary for the construction and completion of the work described in Exhibit B and work incidental thereto, in strict accordance and full compliance with the terms of the Subcontract Documents (which are hereby incorporated by reference) and this Subcontract and to the satisfaction of Contractor and the Owner.

2.2. The Subcontractor shall execute the Work described below (or if noted below, on Exhibit B attached hereto), including but not limited to, all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract to be the responsibility, of others:

- Exhibit B, Description of work, attached.
- The Work consists of Plumbing Contract (Sub).

2.3. Subcontractor shall carefully examine the Subcontract Documents and shall promptly notify Contractor in writing of any deficiencies, discrepancies, ambiguities or errors before proceeding with the Work.

Contract Number: 4

2.4 Subcontractor represents that it is fully qualified to perform this Subcontract, and acknowledges that, prior to the execution of this Subcontract, it has (a) by its own independent investigation ascertained (i) the Work required by this Subcontract, (ii) the conditions involved in performing the Work, and (iii) the obligations of this Subcontract and the Contract Documents; and (b) verified all information furnished by Contractor or others satisfying itself as to the correctness and accuracy of that information. Any failure by Subcontractor to investigate independently and become fully informed will not relieve Subcontractor from its responsibilities hereunder.

3. CONSTRUCTION SCHEDULE.

3.1. **DATE OF COMMENCEMENT.** The date of commencement shall be the date of this Subcontract, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor:

Date of Commencement: 12/14/2007

3.1.1. From time to time throughout the term of this Subcontract, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Work properly. The Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

3.1.2. If requested by Contractor, Subcontractor shall submit detailed schedules for performance of the Subcontract, in a form acceptable to Contractor, which shall comply with all scheduling requirements of the Subcontract Documents. Contractor may from time to time, at its sole discretion, direct Subcontractor to make reasonable modifications and revisions in such schedules.

3.1.3. Subcontractor will proceed with the Work in a prompt and diligent manner, in accordance with Contractor's schedules as reasonably amended from time to time. Subcontractor shall be liable to Contractor for failure to adhere to Contractor's construction schedules including amendments even if such schedules differ from schedules set forth in the Subcontract Documents or the time of completion called for by the Subcontract Documents.

3.1.4. Subcontractor shall be entitled to additional compensation for compliance with schedule amendments or damages for delay only to the extent the Subcontract Documents entitle Contractor to damages or to a contract adjustment increasing the price of the Prime Contract.

3.2. **SUBMITTALS.** Subcontractor shall make all submittals required by this Subcontract, including shop drawings, test reports, and certificates, within seven (7) days following the Date of Commencement. Subcontractor must revise and resubmit any submittals within seven (7) days after such items are returned to Subcontractor for correction.

3.3. SUBSTANTIAL COMPLETION.

3.3.1. The Project shall be substantially completed not later than 06/01/2008, ("Substantial Completion") subject to adjustments as provided in the Subcontract Documents (see Exhibit B attached hereto for details). Subcontractor must complete its Work on the Project in the necessary time sequence to assure that the Project, including the Work and the work of Contractor and all other subcontractors on the Project, is substantially completed by the date listed above in this Section 3.3.1.

3.4. **TIME IS OF THE ESSENCE.** Time is of the essence of this Subcontract, subject to any applicable notice and cure periods provided in the Subcontract.

4. SUBCONTRACT SUM.

4.1. **SUBCONTRACT SUM.** The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of one million seven hundred ninety-five thousand Dollars and zero Cents (\$1,795,000.00) subject to additions and deductions as provided in the Subcontract.

4.2. ALTERNATES.

4.2.1. The Subcontract Sum includes the following alternates, (or if noted below, as set forth on Exhibit C attached hereto), if any, which are described in the Subcontract and have been accepted by the Owner and the Contractor:

 X See Exhibit C attached.

 Alternates are included in Exhibit C attached:

Contract Number: 4

4.2.2. Contractor reserves the right to have Subcontractor provide the following alternates (or, if noted, as set forth on Exhibit C attached hereto, which alternates are not included in the Subcontract Sum.

X See Exhibit C attached.

Reserved Alternates defined in Exhibit C attached:

4.3. UNIT PRICES. Unit prices, if any (inclusive of overhead and prices), are as follows (or, if noted, as set forth on Exhibit C attached hereto):

X See Exhibit C attached.

Unit Prices are detailed in Exhibit C attached:

4.4. ESTIMATED COST OF THE WORK. The schedule of values breakdown of the amount of the Subcontract Sum is attached hereto as Exhibit C, unless noted otherwise below in this Section 4.4. The schedule of values shall be used by Subcontractor to apply for all payments due to Subcontractor under this Subcontract. If the Schedule of Values is not attached hereto, Subcontractor shall submit to Contractor the Schedule of Values in form similar to AIA G703 format within ten (10.) days of request of Contractor for Contractor's approval. When approved, the Schedule of Values shall be used by Subcontractor to apply for all payments due to Subcontractor under this Subcontract.

X Estimated Cost of Work is not attached hereto.

5. CONTRACTOR.

5.1. SERVICES PROVIDED BY THE CONTRACTOR.

5.1.1. The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work, to the extent such areas are readily available, from time to time.

5.1.2. If Contractor has available and Subcontractor elects to use Contractor's equipment or facilities, an agreed price in writing must be made before such use. Subcontractor shall make its own determination before commencing to use such equipment or facilities that such equipment or facilities are adequate and safe for the Work to be performed. Such equipment and facilities shall be accepted by Subcontractor in "AS-IS" condition without warranty or representation by Contractor as to their condition or adequacy to perform the respective function. Subcontractor agrees that all personnel operating or using such equipment or facilities shall be qualified and properly trained in the operation and use of such equipment or facilities. Subcontractor agrees to return the equipment and facilities to Contractor at the conclusion of the use in as good a condition as received. In the event that any such equipment is damaged while in the possession of Subcontractor, Contractor shall be entitled to exercise Contractor's remedies under Section 8.3 of this Agreement.

6. SUBCONTRACTOR.

6.1. LICENSE. The Subcontractor represents to Contractor that Subcontractor is duly licensed to perform the Work in the jurisdiction where the Project is located. Subcontractor represents that Subcontractor's License Number is 21849, Registration Number 1736113, and Sales or Tax Registration Number is 36-2213956, and that all such licenses and registrations shall be maintained in full force and effect throughout the term of Subcontractor's obligations under the Subcontract, including any warranty obligations.

6.2. EXECUTION AND PROGRESS OF THE WORK.

6.2.1. The Subcontractor shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the work of the Contractor, other subcontractors or Owner's own forces. Subcontractor is obligated to assure that all workmen of Subcontractor work in harmony with all other workmen on the Project.

6.2.2. The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

6.2.3. The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract upon request of Contractor, including information on the status of materials and equipment which may be in the course of preparation or manufacture.

6.2.4. The Subcontractor shall complete all of its work in a good and workmanlike manner. The Subcontractor agrees that the Owner will have the authority to reject Work which does not conform to the Prime Contract or to the Subcontract. The Subcontractor shall, at Subcontractor's cost, replace or, if approved by the Owner, repair any defective work and repeat tests as necessary, at Subcontractor's cost, until all Work is proven satisfactory.

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6.2.5. The Subcontractor shall, at Subcontractor's sole cost and expense, supply adequate tools and equipment, and shall also at all times supply and promptly pay for a sufficient number of properly skilled workmen and for a sufficient amount of materials and supplies of proper quality to prosecute efficiently and promptly the Work in accordance with the requirements of the Subcontract and in accordance with a mutually agreed upon schedule. Subcontractor hereby acknowledges that the Project will be built on an accelerated basis and Subcontractor acknowledges that it has taken such accelerated schedule into account for meeting the requirements of this Subcontract. If, in Contractor's reasonable opinion, Subcontractor fails to maintain the progress of its Work in accordance with the agreed upon schedule, Contractor may require Subcontractor to accelerate Subcontractor's performance by use of overtime work, work on Saturdays, Sundays, and Holidays, all without additional compensation; if, in the reasonable opinion of Contractor, such additional work is necessary to maintain proper progress of Subcontractor's Work. Upon request of Contractor, Subcontractor shall submit evidence satisfactory to Contractor evidencing the Subcontractor's ability to comply with the agreed upon schedule. No overtime or charges for an accelerated Construction Schedule shall be paid by Contractor unless specifically agreed to in writing by an executive officer of Contractor before the overtime is performed.

6.2.6. The Subcontractor shall take necessary precautions to protect the work of other subcontractors from damage caused by operations by the Subcontractor. Subcontractor shall be responsible for and protect the Work in place from the elements and all other causes of damage until completion and final acceptance by Contractor and shall adequately store and protect its own materials and materials furnished it by Owner, Contractor and other suppliers. Subcontractor will use without unreasonable waste any materials or equipment furnished by the Owner, Contractor or other suppliers and will pay for any damage to such material or equipment sustained during Subcontractor's use or possession.

6.2.7. Subcontractor shall install all necessary equipment and materials in the necessary time sequence, (except at scheduled temporary omissions and leapfrog areas), and prior to close-in of any area so as to maintain the progress of the Work and the Project and eliminate any rework to install materials or equipment out of sequence. The Subcontractor shall bear any cost related to installation of materials or equipment that is installed out of sequence, unless such out of sequence work is directed or authorized in writing by Contractor. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor, the Contractor, and other subcontractors or the Owner's own forces. Subcontractor shall be represented on the Project while the Work is in progress by a competent full-time supervisor satisfactory to Contractor.

6.2.8. Should Subcontractor's performance of the Work be delayed by any acts of Contractor, Contractor's other contractors or Contractor's suppliers, Subcontractor shall receive an equitable extension of time for the performance of the Work, but shall not be entitled to any increase in the Subcontract Sum or to damages or additional compensation as a consequence of such delays, and Subcontractor hereby waives any claim for any such increase, damages or additional compensation.

6.2.9. Subcontractor shall complete all Work in accordance with the mutually agreed upon schedule. No extensions of time or provision for additional costs will be allowed for weather related delays unless Subcontractor submits in writing within seven (7) days from the date incurred, a claim for delay resulting from inclement weather. Contractor may, in its sole discretion, approve or disapprove a claim for delay.

6.3. LAWS, PERMITS, FEES AND NOTICES.

6.3.1. The Subcontractor shall provide all notices and comply with all Federal, state or local laws, ordinances, building codes, rules, regulations and orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

6.3.2. Subcontractor shall be liable to Contractor, Developer, Operator and the Owner for all loss, cost and expense attributable to any acts of commission or omission by Subcontractor, its employees and agents, and lower-tier subcontractors resulting from failure to comply with any Federal, state or local laws, building codes, ordinances or regulations including, but not limited to, any fines, penalties or corrective measures.

6.3.3. Except as otherwise provided by the Subcontract Documents, Subcontractor agrees to pay, comply with, and hold Contractor, Developer and Operator harmless from all social security, state unemployment, welfare fees, and all other Federal, State and local taxes (including sales and use taxes) and fees of every nature applicable to the Work including penalties or any interest.

6.4. SAFETY PRECAUTIONS AND PROCEDURES.

6.4.1. The Subcontractor shall take all appropriate precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Owner or the Contractor, and shall comply with all applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons or property. The Subcontractor shall report to the Contractor within twenty-four (24) hours an injury to any employee or agent of the Subcontractor which occurred at the site. Subcontractor shall be solely responsible for providing a safe place to work for its agents, employees and sub-subcontractors. Subcontractor shall implement and enforce a health and safety program for its employees and sub-subcontractors on the site, which program shall be at least as effective as the Health and Safety Program of Contractor. Subcontractor's employees and sub-subcontractors on the site shall obey the directives of Contractor's

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Project Manager, Superintendent and Safety Director. All of Subcontractor's employees, agents and contractors must attend the safety meetings held by Contractor's Safety Director, or, in lieu of such attendance, Subcontractor must provide to Contractor the minutes and attendance of all safety meetings conducted by Subcontractor, within two (2) days following the completion of such safety meetings.

6.4.2. If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's sub-subcontractors, or anyone directly or indirectly employed by them, the Subcontractor shall, at least three (3) days before bringing such substances onto the Site, provide Contractor with a materials data sheet for such substances, and give written notice of the chemical composition of such substances to Contractor. Subcontractor will comply with all laws regarding Subcontractor's use and handling of such hazardous substances by Subcontractor or Subcontractor's sub-subcontractors, agents and employees.

6.4.3. Contractor reserves the right to require Subcontractor to perform from time to time, at Subcontractor's cost, drug testing of all or any of Subcontractor's agents, employees and sub-subcontractors. Such testing must be done with testing companies selected or approved by Contractor. Subcontractor must prohibit from the Work Site any persons that test positively for drug use. Contractor shall be entitled to prohibit from the site any persons that Contractor deems to be disruptive to the smooth construction of the Project.

6.5. **CLEANING UP.** The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. Subcontractor shall at all times keep the Subcontractor's work area; keep the premises free from rubbish, debris and waste and surplus materials resulting from its operations; and shall turn over the work area in such condition as to permit the next succeeding work to be commenced without further cleaning. If Subcontractor fails to comply with the provisions of this Section, Contractor shall have the right itself or through others to perform such cleaning and to charge the cost thereof to Subcontractor, plus overhead charges of twenty-five percent (25%), provided the Subcontractor is given a twenty-four (24) hour written notice of such delinquency and fails to remedy same. Subcontractor shall not damage the work of others by its performance of its obligations under the Subcontract and shall indemnify Contractor for damage caused by Subcontractor or its agents to the work of Contractor, and other contractors, including court costs and attorney's fees.

6.6. **WARRANTY.** In addition to any product warranties required by the Subcontract, the Subcontractor warrants to Contractor that all material and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defect and in conformance with the Prime Contract and the Subcontract. All Work not conforming to these requirements may be considered defective. Subcontractor shall, promptly upon request of Contractor, furnish all labor, materials and supervision necessary to correct or replace any defective or nonconforming Work and any damage caused by such defect or fault, at no cost to Contractor or Owner, for a period of one (1) year from the date of Final Payment, except for latent defects, which shall be for a period of six (6) months following the discovery of such latent defect. This warranty shall run to and be enforceable by Owner, Contractor, and their successors and assigns. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Subcontract.

6.7. **INDEMNIFICATION.** To the fullest extent permitted by law, the Subcontractor shall indemnify, defend and hold harmless the Owner, Contractor, Operator, Developer, their respective parent and subsidiaries, and their respective agents, officers, employees, members and directors of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent or intentional acts or omissions of the Subcontractor, the Subcontractor's sub-subcontractors, materialmen or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.7.

7. CHANGES IN THE WORK.

7.1. **CONTRACTOR CHANGES.** Contractor may at any time make changes in the Work either:

- (a) By written change order signed by Contractor and Subcontractor prior to commencement specifying the changes to be made and the increase or decrease in the Subcontract Sum and extension of time, if any; or
- (b) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that an equitable adjustment in the Subcontract Sum will be made, based on the time and materials to perform such changes; or
- (c) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that the Subcontract Sum shall be adjusted based on actual costs of performing such changes based on time and materials, plus a fixed fee, to be set in such change order.

7.2. **OBLIGATION TO PROCEED.** Subcontractor shall proceed with the changes ordered so as not to delay the Work. In the event Contractor changes the Work pursuant to 7.1(b) above, Subcontractor shall file with Contractor within seven (7) days from the

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date of such order Subcontractor's written itemized estimate for the cost of performing the changes to be made. If mutual agreement on the cost is reached, Subcontractor and Contractor will execute a written change order executed by the authorized officers or designees of Contractor and Subcontractor. If mutual agreement cannot be reached and the changes are required by Contractor, the Work shall proceed and Subcontractor shall be entitled to a reasonable adjustment in the Subcontract sum and in the time for performance of the work to the extent such adjustments are focused by the Contractor's written change order. If the extra Work or changes are required by Contractor, Subcontractor does not waive its right by proceeding under protest provided it so notifies Contractor in writing within five (5) days from submittal of the itemized estimate referred to above.

7.3. **COST AND TIME:** Subcontractor shall respond to a proposed change within seven (7) days of request by Contractor. In the event that a Subcontractor change order response is not delivered to the Contractor by the date required, it shall be conclusively presumed that such proposed change does not result in a change in Subcontractor's cost or construction time, and all work and materials called for by the proposed change order shall be provided by Subcontractor at no additional cost or delay to Contractor. For changes in the work for which contractual unit prices, if any, do not apply, the Subcontractor shall submit an itemized breakdown of his estimated cost for such changes with the following percentages for overhead and profit combined: Fifteen percent (15%) on work performed by Subcontractor's own forces or by sub-subcontractors and five percent (5%) on work performed on behalf of Subcontractor by a sub-subcontractor.

8. TERMINATION, REMEDIES FOR DEFAULT AND ASSIGNMENT OF THE SUBCONTRACT.

8.1. **TERMINATION BY THE SUBCONTRACTOR.** The Subcontractor may terminate the Subcontract if Contractor fails to pay to Subcontractors any sums due to Subcontractor within forty-five (45) days following the date such sums were due and payable to Subcontractor. Such termination shall only be effective if Subcontractor makes written demand for such payment to Contractor following the expiration of such forty-five (45) day period and Contractor fails to pay all sums then due and payable within ten (10) days following receipt of Subcontractor's demand. In the event of such termination by the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed to date of termination and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery (but not for anticipated profits).

8.2. TERMINATION BY THE CONTRACTOR.

8.2.1. If the Subcontractor (i) fails or neglects to carry out the Work in accordance with the Subcontract or otherwise to perform in accordance with this Subcontract; and (ii) fails within thirty-six (36) hours after receipt of notice to correct such default or neglect, the Contractor, in addition to Contractor's remedies under Section 8.3 and 8.4 of this Subcontract, may immediately and without further notice to Subcontractor terminate the Subcontract.

8.2.2. For its convenience, the Contractor shall have the right to terminate this Subcontract for any reason by giving the Subcontractor written notice of termination. Such termination for the Contractor's convenience shall be effective upon Subcontractor's receipt of written notice of such termination. Termination for default, if wrongfully made, shall be treated as a termination for convenience. In the event that the Subcontractor is terminated for the convenience of the Contractor, the Subcontractor shall be paid a pro rata percentage of the Subcontract Sum equal to the percentage of Work in place, less payments theretofore received by the Subcontractor. In no event shall the Subcontractor be entitled to receive payment for anticipated profits for unperformed Work.

8.3. **CONTRACTOR'S REMEDIES.** Should Subcontractor (a) fail to correct, replace and/or re-execute faulty or defective Work and/or materials furnished under the Subcontract; (b) fail to complete or diligently proceed with the Work in accordance with the agreed upon schedule; (c) fail to correct or repair any damage to the Project caused by the acts or omissions of Subcontractor; or (d) otherwise be in default of any provision of the Subcontract, if such failure or default is not corrected, then Contractor shall have the right to correct, replace or otherwise remedy and such defect, deficiencies or delayed performance by any reasonable and expedient means, including taking over or supplementing Subcontractor's Work and materials and employing such additional labor, equipment and materials as may be necessary to cure the default and achieve compliance with the Subcontract. In such event, Contractor may deduct from any sums due to Subcontractor the cost of performing such work and correcting such deficiencies, plus overhead of fifteen percent (15%) of such cost. If payments then or thereafter due Subcontractor are not sufficient to cover such amount, Subcontractor shall promptly pay the difference to Contractor. The remedies of Contractor under this subparagraph are in addition to any other remedies available to Contractor under the Subcontract or available at law or in equity.

8.4. **CONTRACTOR'S ADDITIONAL REMEDIES.** Subcontractor shall reimburse Contractor for any loss, damage or extra expense paid or incurred by Contractor which is due to Subcontractor's failure to supply materials, labor, or to properly perform the Work in accordance with the Subcontractor Documents. Subcontractor's failure to perform shall include the failure of its lower-tier subcontractors to perform. Subcontractor's liability shall include but not be limited to (1) damages and other delay costs payable by Contractor to the Owner; (2) Contractor's increased costs of performance, such as extended overhead and increased performance costs resulting from Subcontractor-caused delays or improper Subcontractor Work; (3) warranty and rework costs; (4) liability to third parties; (5) excess procurement costs; (6) consultants' fees; and (7) attorneys' fees and court costs. Contractor may take over any of Subcontractor's outstanding sub-subcontracts and purchase orders and take possession of all tools, equipment, scaffolds, material and supplies of Subcontractor which are on the Project site, in transit to, or especially manufactured for, the Work for use in completion of the Project. Contractor is hereby granted a lien on all such property to secure Subcontractor's performance under this Subcontract. Subcontractor shall, upon request of Contractor, execute and deliver to Contractor all documents and take all such steps to effect the legal assignment of Subcontractor's contractual rights under such sub-subcontracts and purchase orders, but Contractor shall not be required to

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assume any of Subcontractor's outstanding obligations thereunder.

8.5. ASSIGNMENT OF THE SUBCONTRACT.

8.5.1. In the event of termination of the Prime Contract by the Owner, the Contractor may assign this Subcontract to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract.

8.5.2. The Subcontractor shall not assign this Subcontract without the written consent of the Contractor, nor subcontract the whole or any portion of this Subcontract without the written consent of the Contractor.

9. MUTUAL RIGHTS AND RESPONSIBILITIES.

The Contractor and Subcontractor shall be mutually bound by the terms of this Subcontract and, to the extent that provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under the Prime Contract, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under the Prime Contract, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor which the Owner, under the Prime Contract, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor which the Contractor, under the Prime Contract, has against the Owner, insofar as applicable to this Subcontract. Where a provision of the Prime Contract is inconsistent with a provision of this Subcontract, this Subcontract shall govern.

10. PROGRESS PAYMENTS.

10.1. APPLICATIONS FOR PAYMENT.

SUBCONTRACTOR SHALL SUBMIT ALL REQUISITIONS AND APPLICATIONS FOR PAYMENT FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC; Pete Szpak 20 Riverside Rd., Lincolnshire, IL, 60069 OR TO SUCH OTHER ADDRESS AS CONTRACTOR MAY DIRECT.

10.1.1. Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Owner, and Certificates for Payment issued by the Owner, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract. Each application for payment shall be in the form attached hereto as Exhibit D, or such other form as may otherwise be requested by Owner, and must include a Partial Release of Liens in either the form attached hereto as Exhibit E, or such other form as may otherwise be requested by Owner, and with such detail substantiating Subcontractors right to payment. With each application for payment, Owner will require a Sworn Statement in compliance with Illinois Mechanics Lien Statute, 770 ILCS 60/5 and lien waivers and releases valid under Illinois law in the form attached hereto as Exhibit E or Exhibit F, as applicable, or such other form as may otherwise be requested by Owner.

10.1.2. The period covered by each application for payment submitted by Subcontractor shall be one (1) calendar month ending on the last day of the calendar month. Each application for payment must be based on actual work performed by or under Subcontractor through the 19th day of the month, and the reasonably estimated work to be performed by or under Subcontractor during the balance of the month.

10.1.3. Provided an application for payment is received by the Contractor not later than the 20th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Owner. Subcontractor's progress payments shall be due and payable within ten (10) working days after the Contractor receives payment for the Subcontractor's Work from the Owner. If the Owner or Architect fails to issue a Certificate for Payment or the Owner fails to pay Contractor for Subcontractor's Work within forty-five (45) days following the applicable Application for Payment, and such failure is not the fault of the Subcontractor or Subcontractor's sub-subcontractors, the Contractor shall pay the Subcontractor, within ten (10) days following demand, a progress payment computed as provided in Section 10.2 of this Subcontract. Notwithstanding the foregoing, payments to Subcontractor may be withheld on account of (i) defective Work not remedied, (ii) claims filed, (iii) damage to Contractor or another subcontractor or (iv) failure to carry out the Work in accordance with the Subcontract.

10.1.4. If an application for payment is received by the Contractor on or after the 21st day of any calendar month, the Subcontractor's Work covered by such application shall be included by the Contractor in the next Application for Payment submitted to the Owner.

10.1.5. Each application for payment shall be based upon the most recent schedule of values approved by the Contractor in accordance with Section 4.4 of this Subcontract. Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Subcontractor's application for payment.

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10.1.6. Subcontractor shall pay all claimants for all costs and expenses resulting from the performance of the Work and for all labor and materials used. Subcontractor is liable for and shall hold Contractor and Owner harmless from and indemnify Contractor and Owner for all court costs, attorney's fees and damages resulting from claims by sub-subcontractors and Subcontractor's suppliers and all liens and all claims of persons furnishing material or labor on behalf of Subcontractor in connection with the Work. Subcontractor shall deliver to Contractor with each application for payment recordable affidavits and lien releases or waivers acceptable to Contractor from Subcontractor and Subcontractor's sub-subcontractors and suppliers. In the event any person or entity claiming by, through or under Subcontractor notifies Contractor of any non-payment or seeks to encumber funds held by Contractor and payable to Subcontractor or files a lien or other claim against the Project, or Contractor's interest therein, Subcontractor shall within three (3) days notify Contractor if Subcontractor disputes such claim. If at any time a lien has been filed against Contractor, the Owner, the Project or any sums held by Contractor by any person or entity claiming through Subcontractor, Subcontractor shall, within seven (7) days of receipt of notice of such lien pay the claim and cause the lien to be released or shall file a bond in lieu of the payment of such lien and shall cause the lien to be released from the project.

10.1.7. Notwithstanding the foregoing, if such lien or claim is due solely to sums wrongfully held by Contractor, Subcontractor shall not have any obligation to hold harmless or indemnify Contractor against such lien or claim.

10.2. **PROGRESS PAYMENTS.** Subject to the provisions of the Subcontract, the amount of each progress payment shall be computed as follows:

10.2.1. Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor;

10.2.2. Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved in advance in writing by the Owner, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's Application for Payment;

10.2.3. Subtract the aggregate of previous payments made by the Contractor; and

10.2.4. Subtract amounts, if any, calculated under Subparagraph 10.2.1 or 10.2.2 which are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a Certificate of Payment for a cause which is the fault of the Subcontractor or Subcontractor's sub-subcontractors.

10.2.5. All periodic payments by Contractor shall be subject to a retainage, to be held by Contractor, of ten percent (10%) of the amount billed by Subcontractor. To the extent approved or permitted by Owner and any lender providing financing for all or any part of the Work, and if Subcontractor is in compliance with the terms of the Subcontract, the aggregate amount of the retainage, subject to offset for defects and deficiencies, shall be reduced to five percent (5%) upon the Work achieving fifty percent (50%) completion and acceptance thereof by Contractor and Owner. No periodic payment by Contractor shall be deemed to constitute acceptance of any faulty or defective Work.

10.3. **STORED MATERIALS.** Notwithstanding the provisions of Subsection 10.2., payment for stored materials may be conditioned on delivery to the Owner of bills of sale (which shall include a complete description, including photographs, bills of lading, serial numbers, warehouse receipts and/or inventories, as appropriate for Owner to identify the stored materials) and such other procedures satisfactory to Owner to establish the Owner's title and to insure and otherwise protect the Owner's interest in and to such stored materials, unless requested otherwise by Contractor. Subcontractor shall schedule the materials to prevent the arrival of major items well in advance of their incorporation into the improvements.

10.4. **SUBSTANTIAL COMPLETION.** When the Work or a designated portion thereof is substantially complete in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within thirty (30) days following issuance by the Owner of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Work withheld in accordance with the Certificate of Payment to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's work covered by the Certificate of Payment.

11. FINAL PAYMENT.

11.1. **TIME.** Subject to the provisions of Section 10.4, final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Work is fully performed in accordance with the

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requirements of the Subcontract, Subcontractor has filed a final application for payment, the Owner has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If a Certificate for Payment is not issued within forty-five (45) days of Contractor's application for payment, or the Contractor does not receive from the Owner payment within forty-five (45) days of Contractor's application for payment, and such payment is otherwise due to Subcontractor and such failure is not due to any fault of Subcontractor, final payment to the Subcontractor shall be made upon demand.

11.2. LIEN WAIVERS. Final payment shall not be due until Subcontractor has delivered to Contractor a complete, recordable affidavit and release of all liens arising out of this Subcontract, in the form attached hereto as Exhibit F, or such other form as may otherwise be requested by Owner, covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Contractor indemnifying Contractor and the Project against any and all lien(s). If any lien remains unsatisfied after all payments are made, Subcontractor shall refund to Contractor all monies the latter may be compelled to pay in discharging such lien, including all court costs and expenses and reasonable attorney's fees. The acceptance of final payment shall constitute a release of all claims by Subcontractor except those previously made in writing and identified by Subcontractor as unsettled at the time of the final application for payment.

11.3. EVIDENCE OF PAYMENT. Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied.

11.4. SUB-SUBCONTRACTORS AND PROVIDERS. Subcontractor shall keep Contractor informed of all sub-subcontractors, and all materials and/or service providers of any tier who provide materials or service for any part of the Work in excess of One Thousand Dollars (\$1,000.00) by completing, submitting and updating as appropriate Exhibit G attached hereto.

12. INSURANCE AND BONDS.

12.1. COVERAGES.

12.1.1. Before the Subcontractor commences any Work pursuant to this Subcontract, the Subcontractor shall obtain and maintain throughout the term of the Subcontract, insurance of the types and in the minimum amounts set forth on Exhibit H. Self-insured retentions and/or deductibles may not be more than Ten Thousand Dollars (\$10,000.00). Acceptance of any insurance by Contractor shall not relieve or decrease the liability of the Subcontractor.

12.1.2. Coverages must be maintained with financially secure insurance companies licensed to do business in the State where the Project is located, have a Best's Guide Rating of not less than A-VI and must otherwise be acceptable to Owner and Contractor. Coverage must be maintained without interruption from date of commencement of the Work until date of final payment, and Contractor, Developer, Owner, and the Operator, their parent and subsidiary companies, together with their employees, officers agents, members and directors shall be named as additional insureds and Lender where required, under Subcontractor's Commercial General Liability policy, Automobile liability policy, Products/Completed Operations Coverage and the Umbrella/Excess Insurance. The additional insured coverage is to be provided by ISO form CG20100704, CG20370704, or equivalent forms, a copy of which will be provided with the certificate of insurance. All such policies shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to the indemnittees and/or additional insured's identified within this agreement.

12.1.3. Certificates of insurance acceptable to the Contractor, together with all appropriate endorsements, shall be filed with the Contractor prior to commencement of the Subcontractor's Work, and at least ten (10) days prior to the expiration of any policy. These certificates and the insurance policies required by this Article 12 shall contain an endorsement that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 11. If requested by Contractor, Subcontractor shall provide certified copies of all such policies to Contractor within ten (10) days of such request. Subcontractor must immediately notify Contractor of any reduction or restriction in the required insurance that takes place during the term of the Subcontract, and/or in the event the insurer notifies the Subcontractor of its intent not to renew coverage.

12.1.4. The Contractor shall furnish to the Subcontractor upon demand, satisfactory evidence of insurance required of the Contractor under the Prime Contract.

12.1.5. If Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of the Subcontractor in which event the Subcontractor shall pay the costs thereof to Contractor upon demand and furnish upon demand all information that may be required in connection therewith.

12.1.6. The insurance provisions of this Subcontract shall not be construed as a limitation on the Subcontract's responsibilities and liabilities pursuant to the terms and conditions of the Subcontract, including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

12.1.7. The Subcontractor shall not make changes in or allow the required insurance coverages to lapse without the Contractor's prior written approval thereto.

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12.2. **WAIVERS OF SUBROGATION.** The Contractor and Subcontractor waive all rights against (1) each other and any of their Subcontractors, sub-subcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, agents, employees, officers, members and directors, for damages caused by fire or other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

12.3. The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

12.4. **Performance Bond and Payment Bond:**

Bond Required for the payment and performance bonds. All bonds must be in the AIA312 format or equal. Cost of bond is on bonding company's invoice at standard rates. Subcontractor must include the names of the Owner and Lender on all bonds as a dual obligee. Subcontractor can provide this information through a dual obligee rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

Unless waived by Contractor in this Subsection 12.4, prior to the commencement of the Work, Subcontractor shall pay for and deliver to Owner acceptable, statutory payment and performance bonds in the full amount of the Subcontract sum issued by a surety acceptable to Owner.

13. **SETTLEMENT OF DISPUTES.**

13.1. In the event of any dispute involving the Work performed or to be performed, Contractor shall issue a decision which shall be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with such decision, Subcontractor may make a claim under Section 7.3. and the matter shall be resolved as set forth in Article 13.2. or 13.3. as applicable. If the Subcontractor prevails, Subcontractor's sole remedy shall be an equitable adjustment determined as provided in Section 13.2. or 13.3. as applicable. In addition to notice required by Article 9 or the Subcontract Documents, notification of any claim for the equitable adjustment must be asserted in writing not later than ten (10) days after Subcontractor's knowledge of the claim, and if Section 13.2. is applicable, within sufficient time to allow Contractor to give notice to the Owner under the Subcontract Documents.

13.2. In case of any dispute between Contractor and Subcontractor, in any way relating to or arising from any act or omission of the Owner or involving the Subcontract Documents, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner, by the terms of the Subcontract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Subcontract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Subcontract Documents allowing a reasonable time for Contractor to analyze and forward to the Owner any required communications or documentation. Contractor will, at its option, (1) present to the Owner, in Contractor's name, or (2) authorize Subcontractor to present to the Owner, in Contractor's name, all of Subcontractor's claims and answer the Owner's claims involving Subcontractor's Work, whenever Contractor is permitted to do so by the terms of the Subcontract Documents. Contractor will further invoke on behalf of Subcontractor, or allow Subcontractor to invoke, those provisions in the Subcontract Documents for determining disputes. If such dispute is prosecuted or defended by Contractor, Subcontractor, at its own expense, agrees to furnish all documents, statements, witnesses, and other information required by Contractor and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute including attorneys' fees and court costs.

13.3. To the extent not resolved under Section 13.2 above, any dispute between Contractor and Subcontractor shall, at Contractor's sole option, be decided by litigation. In the event of any lawsuit under this clause, the Courts of Illinois shall have sole and exclusive jurisdiction. DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY.

14. **MISCELLANEOUS PROVISIONS.**

14.1. **GENERAL CONDITIONS.** Where reference is made in this Agreement to a provision of the General Conditions or another Subcontract Document, the reference refers to that provision as expressly amended or supplemented by other provisions of the Subcontract Documents.

Contract Number: 4

14.2. PRIVACY. Until Subcontractor's obligations under this Subcontract are completely fulfilled, Subcontractor agrees not to perform any Work directly for the Owner or deal directly with the Owner's representatives in connection with the Project, unless otherwise directed in writing by Contractor. All Work for this Project performed by Subcontractor shall be processed and handled exclusively by Contractor.

14.3. VEHICLES. All vehicles are to be operated in accordance with the traffic and parking rules and regulations of the Operator and the Contractor. Violation of these rules may result in the vehicle being towed at the owner's expense, and the vehicle and operator being banned from the site. All workers authorized to park within the site must obtain parking passes from the Contractor's office and must display the parking passes whenever the vehicle is on the site. Subcontractor's employees, agents and sub-subcontractors may park vehicles only in areas on or off-site as designated for parking by Owner or Contractor.

14.4. RESIDENTS OF RETIREMENT COMMUNITY. The safety and protection of the residents of the Project is of paramount importance to the Contractor. Subcontractor, its workers, suppliers, and sub-subcontractors must adhere to all traffic regulations, noise restrictions, and other safety standards established by the Contractor and the Operator. Residents of the Project must be treated with courtesy and respect at all times. In the event that the buildings are occupied while the Subcontractor is performing work on the Project, all courtesy is to be extended to the residents and precautions taken to avoid any disruption or inconvenience during this usage.

14.5. SIGNS. No signs may be placed on any portion of the site and/or building without written permission of Owner.

14.6. COMMUNICATIONS. It is agreed and understood that all communications by or through Subcontractor to the Architect, Engineer, Owner, Developer or any representative thereof shall be made through Contractor.

14.7. EXAMINATION OF PRIOR WORK. Subcontractor shall carefully examine the work of others which may affect the Work and shall notify Contractor in writing, completely detailing and supporting any apparent deficiencies therein before performing the Work; otherwise, such other Work shall be deemed acceptable to Subcontractor and Subcontractor shall be deemed to have waived all claims with respect thereto.

14.8. INVALIDITY. If any provision of the Subcontract is found to be invalid, unenforceable or unlawful, such provision shall be enforced in such manner as shall most nearly affect the intent of the parties and yet conform to the law applicable thereto and the remainder of the Subcontract Documents shall remain in full force and effect.

14.9. NOTICES. Except as stated in Section 10.1 of this Agreement, all notices, requests, approvals and other communications required or permitted to be delivered under the Subcontract must be in writing and shall be effective upon: (a) the date of delivery if hand-delivered to the other party or forwarded by facsimile to a number provided and authorized for delivery of notices by the receiving party; (b) the date of transmission if sent by telegram; (c) the date after mailing if sent by overnight commercial carrier; or (d) three (3) business days after mailing if sent by U.S. mail. Except for the use of facsimiles, if permitted, all notices must be sent to the addresses listed in the introductory paragraph of this Agreement, or to such other address as may be expressly designated in writing by either party as the correct address for notices, requests, approvals and other communications.

14.10. INDEPENDENT CONTRACTOR. Subcontractor is an independent contractor and hereby assumes all of the rights, duties, obligations and liabilities thereby arising.

14.11. WAIVER. Any failure by Contractor at any time or from time to time to enforce or require the strict performance of any of the terms or conditions hereof shall not affect or impair Contractor's right to at any time thereafter avail itself of the remedies available for the subsequent breach of such terms or conditions.

14.12. GOVERNING LAW. The Subcontract shall be governed by the law of the State in which the Project is located. No presumption shall be deemed to exist in favor of or against either party as a result of the preparation and/or negotiation of the Subcontract. The Subcontract and Subcontract Documents are subject to the Contract between the Owner and Contractor, the General Conditions, and the Additional Supplementary General Conditions.

14.13. EQUAL OPPORTUNITY. Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, handicap or national origin.

14.14. EXHIBITS. The following exhibits are attached hereto:

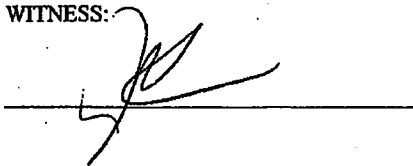
- Exhibit A - Drawing Log
- Exhibit B - Scope
- Exhibit C - SOV
- Exhibit D - Pay Application
- Exhibit E - Partial Release
- Exhibit F - Final Release
- Exhibit G - Vendor List

Sub: Sherman Mechanical, Inc.
Cost Code: 517EC10-48400-154000

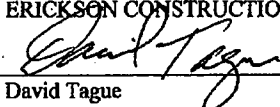
Contract Number: 4
Exhibit H, Sched B - Insurance Requirements Sched. B
Exhibit I - Payment Bond
Exhibit J - Performance Bond

This Agreement entered into as of the day and year first written above.

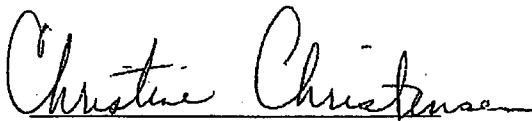
WITNESS:




CONTRACTOR
ERICKSON CONSTRUCTION, LLC

By: 
David Tague
Vice President of Construction

Dated: 01/11/08



SUBCONTRACTOR
By: 
Sherman Mechanical, Inc.
Michael J. Kivland
Vice President

Dated: 1/4/08

Renaissance Gardens
Schedule A
11/01/07

Drawings Include Add 1,2,3			
Drawing No.	Title		Issue for Bid 06/01/07
00.00a	Plan Index Sheet Volume 1 of 2	WRT	6/1/2007
00.01	Code Analysis Basement and 1st	WRT	8/7/2007
00.02	Code Analysis 2nd and 3rd Floor	WRT	6/1/2007
00.03	Fire Protection & Smoke Compartment Diagrams	WRT	6/1/2007
00.04	Accessibility Analysis	WRT	6/1/2007
20.11	Sensory Garden Design	WRT	6/1/2007
20.12	Planting Design	WRT	6/1/2007
20.13	Grading Plan	WRT	8/7/2007
20.14	Lighting Plan	WRT	6/1/2007
20.15	Site Details	WRT	6/1/2007
20.16	Site Details	WRT	6/1/2007
21.00	Overall Plan	V3	9/7/2007
21.01	General Notes, Legends and Abbreviations	V3	9/7/2007
21.10	Storm weather Pollution Prevention Plan Phase 1	V3	9/7/2007
21.11	Storm weather Pollution Prevention Plan Phase 2	V3	9/7/2007
21.12	Existing Conditions Plan	V3	9/7/2007
21.13	Demolition Plan Phase 1	V3	9/7/2007
21.13	Demolition Plan Phase 2	V3	9/7/2007
22.02	Preliminary Layout Plan	V3	5/18/2007
21.20	Horizontal Control Plan	V3	9/7/2007
21.21	Layout and Paving Plan - North Phase 1	V3	9/7/2007
21.22	Layout and Paving Plan - South Phase 1	V3	9/7/2007
21.23	Layout and Paving Plan - Phase 2	V3	9/7/2007
21.30	Utility Plan - North Phase 1	V3	9/7/2007
21.31	Utility Plan - South Phase 1	V3	9/7/2007
21.32	Utility Plan - Phase 2	V3	9/7/2007
21.32	Sanitary Profiles	V3	5/18/2007
21.33	Sanitary Profiles (Revised 21.32)	V3	9/7/2007
21.40	Grading and Utility Plan - North Phase 1	V3	9/7/2007
21.41	Grading and Utility Plan - South Phase 1	V3	9/7/2007
21.42	Grading and Utility Plan - Phase 2	V3	9/7/2007
21.50	Construction Details (Revised 21.60)	V3	9/7/2007
21.51	Construction Details (Revised 21.61)	V3	9/7/2007
21.52	Construction Details (Revised 21.62)	V3	9/7/2007
21.60	Construction Details	V3	5/18/2007

Renaissance Gardens
Schedule A
11/01/07

Drawing No.	Title		Issue for Bid 06/01/07
21.61	Construction Details	V3	5/18/2007
21.62	Construction Details	V3	5/18/2007
22.01	Hardscape Layout	V3	5/18/2007
22.02	Site Details	V3	5/18/2007
22.41	Planting Plan	V3	5/18/2007
22.42	Future Maintenance Planting Plan	V3	5/18/2007
22.61	Irrigation Plan	V3	5/18/2007
22.62	Future Maintenance Irrigation Plan	V3	5/18/2007
22.63	Courtyard Irrigation	V3	5/18/2007
30.01	Basement Level Plan	WRT	8/7/2007
30.11	First Floor Plan	WRT	8/7/2007
30.21	Second Floor Plan	WRT	8/7/2007
30.31	Third Floor Plan	WRT	8/7/2007
30.41	Attic Floor Plan	WRT	8/7/2007
30.51	Roof Plan	WRT	6/1/2007
30.61	Basement Enlarged Plan	WRT	8/7/2007
30.62	Basement Enlarged Plan	WRT	8/7/2007
30.63	Basement Enlarged Plan	WRT	6/1/2007
30.71	First Floor Enlarged Plan- Community Building	WRT	8/7/2007
30.72	First Floor Enlarged Plan- Residential Units	WRT	8/7/2007
30.73	First Floor Enlarged Plan- Residential Units	WRT	8/7/2007
30.74	First Floor Enlarged Plan- Common Areas	WRT	6/1/2007
30.75	First Floor Enlarged Plan- Residential Units	WRT	8/7/2007
30.76	First Floor Enlarged Plan- Residential Units	WRT	6/1/2007
30.81	Second Floor Enlarged Plan	WRT	6/1/2007
30.82	Second Floor Enlarged Plan- Common Areas	WRT	6/1/2007
30.83	Second Floor Enlarged Plan- Skilled Nursing Unit	WRT	6/1/2007
30.84	Second Floor Enlarged Plan- Skilled Nursing Unit	WRT	6/1/2007
30.85	Second Floor Enlarged Plan- Skilled Nursing Unit	WRT	6/1/2007
31.01	Overall Building Elevations	WRT	6/1/2007
31.02	Garden Elevations	WRT	6/1/2007
32.01	Building Sections	WRT	6/1/2007
32.02	Building Sections	WRT	8/7/2007
33.01	Wall Sections and Detail Elevation	WRT	8/7/2007
33.02	Wall Sections and Detail Elevation	WRT	8/7/2007
33.03	Wall Sections and Detail Elevation	WRT	6/1/2007

Renaissance Gardens
Schedule A
11/01/07

Drawing No.	Title		Issue for Bid 06/01/07
33.04	Wall Sections and Detail Elevation	WRT	6/1/2007
33.05	Wall Sections and Detail Elevation	WRT	6/1/2007
33.06	Porte Cochere- Plans, Sections	WRT	6/1/2007
33.07	Porte Cochere and Porch- Sections and Elevation	WRT	6/1/2007
33.08	Wall Sections and Detail Elevation	WRT	8/7/2007
33.09	Courtyard- Wall Sections and Detail Elevation	WRT	6/1/2007
33.10	Courtyard- Wall Sections and Detail Elevation	WRT	8/7/2007
33.11	Cooling Tower Enclosure and Loading Dock	WRT	8/7/2007
33.12	Shaft Plans and Sections	WRT	6/1/2007
33.13	Linen Chute and Shafts- Plans and Sections	WRT	8/7/2007
33.21	Wall Details	WRT	6/1/2007
33.22	Roof and Stair Details	WRT	6/1/2007
33.23	Roof and Porte Cochere Details	WRT	6/1/2007
33.31	Plan Details	WRT	6/1/2007
33.32	Plan Details	WRT	6/1/2007
34.01	Stair and Elevator Plans and Sections	WRT	6/1/2007
34.02	Stair Plans and Sections	WRT	6/1/2007
34.03	Stair Plans and Sections	WRT	8/7/2007
34.04	Service Elevator #1 Plans, Sect & TYP Details	WRT	6/1/2007
35.01	Partition Schedules	WRT	6/1/2007
35.02	Door Schedules	WRT	8/7/2007
35.03	Door Schedules	WRT	8/7/2007
35.04	Door, Window and Louver Types	WRT	6/1/2007
35.05	Window and Louver Details	WRT	6/1/2007
35.06	Door and Storefront Details	WRT	8/7/2007
36.01	Toilet Room Plans and Elevations	WRT	6/1/2007
36.02	Toilet Room Plans and Elevations	WRT	8/7/2007
36.03	Community Building Interior Elevations	WRT	6/1/2007
36.04	Interior Elevations	WRT	6/1/2007
36.05	Interior Elevations	WRT	6/1/2007
36.06	Interior Elevations	WRT	6/1/2007
36.07	Interior Elevations	WRT	6/1/2007
36.21	Casework Details	WRT	6/1/2007
36.22	Casework Details	WRT	8/7/2007
38.01	Basement Floor Reflected Ceiling Plan	WRT	8/7/2007
38.11	First Floor Reflected Ceiling Plan	WRT	6/1/2007

Renaissance Gardens
Schedule A
11/01/07

Drawing No.	Title		Issue for Bid 06/01/07
38.21	Second Floor Reflected Ceiling Plan	WRT	6/1/2007
38.31	Third Floor Reflected Ceiling Plan	WRT	8/7/2007
39.01	Signage Plan - Basement Floor Plan	WRT	6/1/2007
39.02	Signage Plan - First Floor Plan	WRT	6/1/2007
39.03	Signage Plan - Second Floor Plan	WRT	6/1/2007
39.04	Signage Plan - Third Floor Plan	WRT	6/1/2007
40.01	Basement Floor Finish Extent	WRT	6/1/2007
40.11	First Floor Finish Extent Plan	WRT	6/1/2007
40.21	Second Floor Finish Extent	WRT	6/1/2007
40.31	Third Floor Finish Extent Plan	WRT	6/1/2007
45.01	Finish Schedule	WRT	6/1/2007
45.02	Finish Schedule	WRT	6/1/2007
46.01	Floor Finish Details	WRT	6/1/2007
46.02	Floor Finish Details	WRT	6/1/2007
46.03	Floor Finish Details	WRT	6/1/2007
46.04	Finish Elevations	WRT	6/1/2007
46.05	Finish Elevations	WRT	6/1/2007
46.06	Finish Elevations	WRT	6/1/2007
46.07	Finish Elevations	WRT	6/1/2007
46.08	Finish Elevations	WRT	6/1/2007
46.09	Finish Elevations	WRT	6/1/2007
46.10	Finish Elevations	WRT	6/1/2007
49.01	Basement Floor Furniture Plan	WRT	6/1/2007
49.11	First Floor Furniture Plan	WRT	6/1/2007
49.21	Second Floor Furniture Plan	WRT	6/1/2007
49.31	Third Floor Furniture Plan	WRT	6/1/2007
50.01	Food Service Floor Plan	WRT	6/1/2007
50.02	Food Service Plumbing Plan	WRT	6/1/2007
50.03	Food Service Electrical Plan	WRT	6/1/2007
50.04	Food Service Ventilation Plan	WRT	6/1/2007
50.05	Food Service Special Conditions Plan	WRT	6/1/2007
50.06	Food Service Equipment Elevations/ Details	WRT	6/1/2007
50.07	Food Service Equipment Elevations/ Details	WRT	6/1/2007
50.08	Food Service Equipment Elevations/ Details	WRT	6/1/2007
50.09	Food Service Equipment Elevations/ Details	WRT	6/1/2007

Renaissance Gardens
Schedule A
11/01/07

Drawing No.	Title		Issue for Bid 06/01/07
60.01	Foundation Plan	WRT	8/7/2007
60.11	1st Floor Framing Plan	WRT	6/1/2007
60.21	2nd Floor Framing Plan	WRT	6/1/2007
60.31	3rd Floor Framing Plan	WRT	6/1/2007
60.41	Roof Framing Plan	WRT	6/1/2007
61.01	Sections and Details	WRT	6/1/2007
61.02	Sections and Details	WRT	6/1/2007
62.01	Framing Sections and Details	WRT	6/1/2007
62.02	Framing Sections and Details	WRT	6/1/2007
63.01	Foundation Details	WRT	6/1/2007
63.02	Framing Details and Schedules	WRT	6/1/2007
70.00	Plumbing Cover Sheet	WRT	8/7/2007
70.01	Plumbing Foundation Plan	WRT	8/7/2007
70.02	Plumbing Basement Plan	WRT	8/7/2007
70.11	Plumbing First Floor Plan	WRT	6/1/2007
70.21	Plumbing Second Floor Plan	WRT	6/1/2007
70.31	Plumbing Third Floor Plan	WRT	6/1/2007
70.41	Plumbing Attic Plan	WRT	6/1/2007
71.01	Partial Plumbing Plan - Mechanical Electrical Plan	WRT	8/7/2007
71.02	Laundry - Plumbing Plan	WRT	8/7/2007
71.03	Kitchen - Plumbing Plan	WRT	8/7/2007
71.11	Partial Plumbing Plan - First FL Core Support	WRT	8/7/2007
71.12	Partial Plumbing Plan - First FL Wing A	WRT	6/1/2007
71.13	Partial Plumbing Plan - First FL Wing B	WRT	6/1/2007
71.14	Partial Plumbing Plan - First Floor Wings C & D	WRT	6/1/2007
71.15	Partial Plumbing Plan - First FL Community BLDG	WRT	6/1/2007
71.21	Partial Plumbing Plan - Second FL Core Support	WRT	8/7/2007
71.22	Partial Plumbing Plan - Second FL Wing A	WRT	6/1/2007
71.23	Partial Plumbing Plan - Second FL Wing B	WRT	6/1/2007
71.24	Partial Plumbing Plan - Second FL Wing C & D	WRT	6/1/2007
71.25	BLDG	WRT	6/1/2007
71.31	Partial Plumbing Plan - Third FL Core Support	WRT	8/7/2007
71.32	Partial Plumbing Plan - Third FL Wing A	WRT	6/1/2007
71.33	Partial Plumbing Plan - Third FL Wing B	WRT	6/1/2007
71.34	Partial Plumbing Plan - Second FL Wings C & D	WRT	6/1/2007
72.01	Plumbing Details	WRT	8/7/2007

Renaissance Gardens
Schedule A
11/01/07

Drawing No.	Title		Issue for Bid 06/01/07
72.02	Plumbing Details	WRT	8/7/2007
72.03	Plumbing Details	WRT	8/7/2007
73.01	Plumbing Riser Diagram (Sanitary)	WRT	6/1/2007
73.02	Plumbing Riser Diagram (Sanitary)	WRT	6/1/2007
73.03	Plumbing Riser Diagram (Domestic Water)	WRT	6/1/2007
73.04	Plumbing Riser Diagram (Domestic Water)	WRT	8/7/2007
73.05	Plumbing Riser Diagram (Fire and Gas)	WRT	6/1/2007
73.06	Plumbing Storm Riser Diagram	WRT	6/1/2007
74.01	Plumbing Fixture Schedule	WRT	8/7/2007
80.00	Mechanical Cover Sheet	WRT	6/1/2007
80.01	Mechanical Basement Plan	WRT	6/1/2007
80.11	Mechanical First Floor Plan	WRT	8/7/2007
80.21	Mechanical Second Floor Plan	WRT	8/7/2007
80.31	Mechanical Third Floor Plan	WRT	8/7/2007
80.41	Mechanical Attic Plan	WRT	8/7/2007
81.00	Cooling Tower Yard - Mechanical Plan	WRT	6/1/2007
81.01	Partial Mechanical Plan - Mech. And Elect.	WRT	8/7/2007
81.02	Laundry - Mechanical Plan	WRT	8/7/2007
81.03	Kitchen - Mechanical Plan	WRT	8/7/2007
81.11	Room	WRT	8/7/2007
81.12	Partial Mechanical Plan - First FL Wing A	WRT	8/7/2007
81.13	Partial Mechanical Plan - First FL Wing B	WRT	8/17/2007
81.14	Partial Mechanical Plan - First FL Wings C & D	WRT	6/1/2007
81.15	Partial Mechanical Plan - First FL Community BL	WRT	8/7/2007
81.21	Partial Mechanical Plan - Second FL Core Suppo	WRT	6/1/2007
81.22	Partial Mechanical Plan - Second FL Wing A	WRT	6/1/2007
81.23	Partial Mechanical Plan - Second FL Wing B	WRT	8/7/2007
81.24	Partial Mechanical Plan - Second FL Wings C & D	WRT	6/1/2007
81.25	Partial Mechanical Plan - Second FL Community	WRT	8/7/2007
81.31	Partial Mechanical Plan - Third FL Core Support	WRT	6/1/2007
81.32	Partial Mechanical Plan - Third FL Wing A	WRT	8/7/2007
81.33	Partial Mechanical Plan - Third FL Wing B	WRT	8/7/2007
81.34	Partial Mechanical Plan - Third FL Wings C & D	WRT	6/1/2007
82.01	Mechanical Details	WRT	8/7/2007
82.02	Mechanical Details	WRT	6/1/2007
82.03	Mechanical Details	WRT	6/1/2007

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Drawing No.	Title		Issue for Bid 06/01/07
82.04	Mechanical Details	WRT	6/1/2007
83.01	Mechanical-Schematic Diagrams	WRT	6/1/2007
83.02	Mechanical Duct Risers	WRT	6/1/2007
83.03	Mechanical Piping Risers	WRT	8/7/2007
84.01	Mechanical Schedules	WRT	8/17/2007
90.00	Electrical Cover Sheet	WRT	8/17/2007
90.01	Lighting Basement Plan	WRT	8/7/2007
90.02	Power Basement Plan	WRT	8/7/2007
90.11	Electrical First Floor Plan	WRT	8/7/2007
90.12	Power First Floor Plan	WRT	8/7/2007
90.21	Electrical Second Floor Plan	WRT	8/7/2007
90.22	Power Second Floor Plan	WRT	8/7/2007
90.31	Electrical Third Floor Plan	WRT	8/7/2007
90.32	Power Third Floor Plan	WRT	8/7/2007
90.41	Electrical Attic Plan	WRT	8/7/2007
91.01	Electrical Partial Plan - Main Electrical Room	WRT	8/7/2007
91.02	Basement Details	WRT	8/7/2007
91.03	Electric and Mech RM Details	WRT	8/7/2007
91.04	Pantry Electrical Details	WRT	6/1/2007
91.05	Electrical Kitchen Details	WRT	6/1/2007
92.01	Fire Alarm Annunciator Panel Details	WRT	6/1/2007
93.01	Electrical Power Riser Diagram	WRT	6/1/2007
93.02	Fire Alarm Riser Diagram	WRT	6/1/2007
94.01	Electrical Panel Schedules	WRT	6/1/2007
94.02	Electrical Panel Schedules	WRT	8/7/2007
94.03	Electrical Panel Schedules	WRT	6/1/2007
94.04	Electrical Panel Schedules	WRT	6/1/2007
94.05	Electrical Panel Schedules	WRT	8/7/2007
94.06	Electrical Panel Schedules	WRT	6/1/2007
95.01	Telecommunications Tel & Data Riser Diagram	WRT	8/7/2007
95.02	Telecommunications CATV Riser Diagram	WRT	8/7/2007
95.03	Telecommunications CATV Riser Diagram	WRT	6/1/2007
95.09	Electrical Site Plan	NSA	6/1/2007
95.10	Electrical Site Plan	NSa	6/1/2007
95.11	Details	NSA	6/1/2007
96.01	Phase 1 - Typical Unit Plans	WRT	8/7/2007

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Drawing No.	Title		Issue for Bid 06/01/07
97.01	Special Systems Basement Floor Plan	WRT	8/7/2007
97.11	Special Systems First Floor Plan	WRT	8/17/2007
97.21	Special Systems Second Floor Plan	WRT	8/17/2007
97.31	Special Systems Third Floor Plan	WRT	8/17/2007
98.01	System)	WRT	6/1/2007
98.02	System)	WRT	6/1/2007
98.03	System)	WRT	6/1/2007
98.04	System)	WRT	6/1/2007
98.05	First Floor Wireless System	WRT	6/1/2007
98.06	Second Floor Wireless System	WRT	6/1/2007
98.07	Third Floor Wireless System	WRT	6/1/2007
98.08	Block Diagram	WRT	6/1/2007
99.01	First Floor Departure Alert and Access Control	WRT	6/1/2007
99.02	Control	WRT	6/1/2007
99.03	Third Floor Departure Alert and Access Control	WRT	6/1/2007
99.04	Control	WRT	6/1/2007
99.05	Wiring Details	WRT	6/1/2007

	Specifications		
Spec. Section	Title	Date	Pages
	Miscellaneous Documents		
00000	Cover sheet	6/1/2007	1
00001	Table of Contents	8/7/2007	7
Division 1	General Requirements		
01010	Summary of Work	6/1/2007	2
01013	Owner furnished Products	6/1/2007	1
01019	Contract Considerations	6/1/2007	1
01027	Applications for Payment	6/1/2007	7
01035	Modification Procedures	6/1/2007	4
01039	Coordination and Field Engineering	6/1/2007	2
01045	Cutting and Patching	6/1/2007	2
01200	Project Meetings	6/1/2007	5



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Drawing No.	Title		Issue for Bid 06/01/07
01300	Submittals	6/1/2007	5
N/A	Wallace Roberts & Todd LLC and Owner. Electronic File Release Document	6/1/2007	1
01400	Quality Control	6/1/2007	3
01410	Testing Laboratory Services	6/1/2007	3
01430	Resident Room Mockups	6/1/2007	2
01500	Construction Facilities and Temporary Controls	6/1/2007	5
01600	Material and Equipment	6/1/2007	3
N/A	Substitution Request Form (2 pages)	6/1/2007	2
01650	Starting of Systems	6/1/2007	2
01700	Contract Closeout	6/1/2007	3
01730	Operations and Maintenance Data	6/1/2007	3
01740	Warranties	6/1/2007	6
Division 2	Site Work		
02300	Earthwork	6/1/2007	4
02620	Subdrainage	6/1/2007	3
Division 3	Concrete		
Division 4	Masonry		
04065	Masonry Mortar and Grout	6/1/2007	3
04400	Stone	6/1/2007	2
04720	Cast Stone	6/1/2007	4
04810	Unit Masonry Assemblies	6/1/2007	8
Division 5	Metals		
05300	Metal Decking	6/1/2007	2
05318	Sloped Roof Deck System	6/1/2007	4
05400	Cold-Formed Metal Framing	6/1/2007	5
05410	Light Gage Metal Roof Trusses	6/1/2007	3
05500	Metal Fabrications	6/1/2007	5

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Drawing No.	Title		Issue for Bid 06/01/07
05510	Metal Stairs	6/1/2007	4
05520	Handrails and Railings	6/1/2007	4
Division 6	Woods and Plastics		
06100	Rough Carpentry	6/1/2007	3
06200	Finish Carpentry	6/1/2007	4
06400	Architectural Woodwork	6/1/2007	5
6620	Cast Plastic Fabrications	6/1/2007	3
Division 7	Thermal and Moisture Protection		
07110	Dampproofing	6/1/2007	3
07170	Bentonite Waterproofing	6/1/2007	5
07181	Mechanical Room Floor Waterproofing	6/1/2007	4
07195	Air Barrier System	6/1/2007	7
07210	Building Insulation	6/1/2007	4
07260	Vapor Barrier	6/1/2007	2
07311	Asphalt Shingles	6/1/2007	4
07460	Siding	6/1/2007	3
07531	Single Ply Roofing-Fully Adhered	6/1/2007	4
07610	Sheet Metal Roofing	6/1/2007	3
07620	Sheet Metal Flashing and Trim	6/1/2007	4
07724	Roof Hatches	6/1/2007	3
07812	Cementitious Fireproofing	6/1/2007	4
07840	Tfirestopping	6/1/2007	4
07900	Joint Sealers	6/1/2007	4
Division 8	Doors and Windows		
08114	Standard Steel Doors	6/1/2007	3
08115	Standard Steel Frames	6/1/2007	3
08117	Steel Embossed Doors	6/1/2007	3
08210	Wood Doors	6/1/2007	3
08211	Embossed Wood Doors	6/1/2007	3
08310	Access Doors and Panels	6/1/2007	3

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Drawing No.	Title		Issue for Bid 06/01/07
08336	Coiling Counter Shutters	6/1/2007	4
08351	Folding Doors	6/1/2007	2
08410	Metal-Framed Storefronts	6/1/2007	5
08560	Plastic Windows	6/1/2007	5
08710	Door Hardware	8/7/2008	49
08800	Glazing	8/7/2008	6
08830	Mirrors	6/1/2007	N/A
Division 9	Finishes		
09260	Gypsum Board Assemblies	8/7/2008	5
09300	Tile	6/1/2007	4
09510	Acoustical Ceilings	6/1/2007	3
09650	Resilient Flooring	6/1/2007	10
09680	Carpet	6/1/2007	4
09720	Wall Coverings	6/1/2007	2
09772	Sanitary Wall Panels	6/1/2007	10
09900	Paints and Coatings	6/1/2007	
Division 10	Specialties		
10155	Toilet Compartments	6/1/2007	3
10191	Cubicle Curtains Track	6/1/2007	2
10210	Wall Louvers	6/1/2007	3
10260	Wall and Corner Guards	6/1/2007	3
10442	Renaissance Garden Interior Signage	6/1/2007	100
10500	Lockers	6/1/2007	3
10523	Fire Extinguishers and Cabinets	6/1/2007	3
10670	Storage Shelving	6/1/2007	2
10800	Toilet and Bath Accessories	6/1/2007	7
10900	Wardrobe and Closet Specialties	6/1/2007	2
Division 11	Equipment		
11005	Miscellaneous Equipment	8/7/2008	4
11161	Dock Leveler	6/1/2007	2

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Drawing No.	Title		Issue for Bid 06/01/07
11165	Dock Bumpers	6/1/2007	2
11175	Linen Chute	6/1/2007	2
11400	Food Service Equipment	6/1/2007	29
11452	Residential Equipment	6/1/2007	5
Division 12	Furnishings		
12322	Plastic Laminate Faced Casework	6/1/2007	4
12355	Residential Casework	6/1/2007	3
12692	Floor Mats	8/7/2007	2
Division 13	Special Construction		
Not used			
Division 14	Conveying Systems		
14240	Hydraulic Elevators	6/1/2007	6
Division 15	Mechanical Systems		
15000	General Requirements for Division 15 Work	6/1/2007	19
15010	Electronic Motors and Controllers	6/1/2007	11
15020	Testing, Adjusting and Balancing	6/1/2007	10
15030	Identification	6/1/2007	4
15050	Piping Systems and Accessories	8/7/2007	24
15060	Pipe Hangers and Supports	6/1/2007	7
15100	Pumps	6/1/2007	4
15200	Sound and Vibration Control	6/1/2007	7
15250	Insulation	6/1/2007	8
15300	Pipe Cleaning, Sterilization, and Water Treatment	6/1/2007	9
15410	Potable Water Heaters	6/1/2007	8
15420	Drains and Cleanouts	6/1/2007	4
15430	Plumbing Specialties	6/1/2007	4
15450	Plumbing Fixtures	6/1/2007	4
15500	Hydronic Fire Protection System	6/1/2007	14



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Drawing No.	Title		Issue for Bid 06/01/07
15620	Boilers and Accessories	6/1/2007	5
15680	Cooling Towers	6/1/2007	7
15730	Heat Exchangers	6/1/2007	3
15740	Packaged Heat Pump Units	6/1/2007	8
15745	100% Outside Air Units	6/1/2007	5
15750	Hydronic Heating Equipment	6/1/2007	4
15755	Coils	6/1/2007	3
15820	Fans	6/1/2007	5
15840	Air Distribution Equipment and Accessories	6/1/2007	15
15880	Filters	6/1/2007	4
15900	Facilities Management Control System (FMCS)	6/1/2007	31
15910	Sequence of Operation	6/1/2007	16
Division 16	Electrical Systems		
16000	General Requirements for Division 16 Work	6/1/2007	19
16200	Service Equipment	6/1/2007	2
16202	Grounding	6/1/2007	4
16300	Low Voltage Switchboards	6/1/2007	8
16301	Distribution Panelboards	6/1/2007	3
16302	Branch Circuit Panelboards	6/1/2007	3
16303	Dry-Type Transformers	6/1/2007	4
16304	Safety Disconnect Switches	6/1/2007	3
16310	Fuses	6/1/2007	2
16340	Raceways	6/1/2007	4
16341	Junction and Pull Boxes	6/1/2007	3
16342	Outlet Boxes	6/1/2007	3
16343	Cabinets	6/1/2007	2
16350	Wires and Cables	6/1/2007	6
16351	Feeder Circuits	6/1/2007	2
16352	Branch Circuits	6/1/2007	2
16370	Motor Starters	6/1/2007	4
16400	Generators	6/1/2007	7
16450	Automatic Transfer Equipment	6/1/2007	7
16500	Wiring Devices	6/1/2007	4
16600	Lighting and Accessories	6/1/2007	6

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Drawing No.	Title		Issue for Bid 06/01/07
	Integrated Nurse / Patient Communications		
16700	System	6/1/2007	17
16740	Voice Cabling	6/1/2007	9
16741	Data Cabling	6/1/2007	8
16742	Cable TV (CATV) Distribution	6/1/2007	3
16746	Departure Alert and Integrated Access Control System	8/7/2007	14
16760	CCTV System	8/7/2007	6
16765	Intercommunication System	6/1/2007	7
16775	Building Audio Systems	6/1/2007	5
16780	Control / Signal Transmission Media	6/1/2007	6
16900	Life Safety System	6/1/2007	32

ERICKSON CONSTRUCTION, LLC

Renaissance Garden RG1.0 Sedgebrook Campus

Exhibit B – Scope of Work Plumbing

This Subcontractor agrees to furnish at its own cost and expense, all labor, materials, tools, equipment and facilities necessary to safely and fully complete the work described in accordance with the construction documents; Said work is generally described as **RENAISSANCE GARDEN RG1.0 PLUMBING** and as more specifically described including but not limited to the following clarifying items:

1. This subcontractor is aware of the need to perform all of the work under the scope of this subcontract per the Contract Documents including the Plans and Specifications. This subcontractor will note any deviations from this requirement in writing to Erickson Construction, LLC with a proposal for the work with an explanation and value of said deviations.
2. Substitutions are generally not accepted for this project. When more than one (1) product is specified, the first product specified is the "Basis of Design". When any alternate is proposed by this subcontractor, this subcontractor is responsible to prove to the Architect and Engineer that it meets or exceeds the "Basis of Design", in accordance with the Contract Documents including specification section 01600.
3. This subcontractor is aware that the building systems are designed for both Phase I and Phase II of this Extended Care Facility, therefore the plumbing infrastructure may appear to be oversized for Phase I. Changes to the Plumbing system will not be allowed.
4. This subcontractor to submit to Erickson Construction, LLC Project Management Office all required Shop Drawings, Material Data, Product Data and Samples for approval By December 11, 2007. This Subcontractor is to submit product data for all items that are to be furnished regardless of approval on previous projects. Seven (7) copies are required. Plumbing shop drawings are to be in accordance with local codes and intent of the Contract Documents. This subcontractors shop drawings are to be detailed, with fully dimensioned sleeve & coring plan for coordination with the structural engineer. This subcontractor's submittals are to clearly describe where each product is to be utilized. Approval of product data and /or shop drawings shall not relieve the subcontractor of the responsibility for errors that may be contained there in, or for deviations from requirements in the Contract Documents. These detailed shop drawings will note all conflict between plumbing and structural steel. Errors by this subcontractor on shop drawings or submittals are the responsibility of this subcontractor.
5. This subcontractor is to provide a complete equipment and fixture schedule to Erickson Construction, LLC, no later than December 15, 2007.
6. This subcontractor's Certificate of Insurance and MSDS data sheets must be submitted to Erickson Construction LLC before any work can be performed on site, no later than December 1, 2007.
7. This subcontractor includes coordination with the Vescom bar joist system, including all costs to offset plumbing fixtures from bar joists.
8. This subcontractor includes coordination of plumbing devices with countertops, plumbing fixtures, medicine cabinets, etc.
9. This subcontractor is to coordinate location of floor sinks with kitchen equipment. The floor sinks cannot be under the steamer or other equipment.

10. This subcontractor to coordinate all plumbing work with Erickson Construction, LLC, all subcontractors (specifically but not limited to Kitchen Equipment, Laundry Equipment, Mechanical, Electrical & Sprinkler subcontractors and bar joist supplier and Laundry Chute supplier), Architect, Structural Engineer and Owner. Coordination is to include, but is not limited to the following: Attendance and participation at required coordination meetings held by Erickson Construction and attended by representatives from other MEPS subcontractors. Costs resulting from remedial work associated with pipe/duct/conduit/cable tray conflicts will be borne by the contractor failing to attend the coordination meetings and/or install his material at the coordinated elevation or location. The Mechanical, Plumbing, Electrical, and Fire Protection Subcontractors agree that there is a complete mechanical/electrical/plumbing/sprinkler system for the project and that the systems interface not only technically but also in installation. The total system is compatible and complete and this Subcontractor, collectively with the Mechanical, Electrical and Fire Protection Subcontractors, agrees that all interconnection and interfacing is included in this Agreement.
11. This subcontractor is aware that the kitchen floor slopes to floor drains and will coordinate slopes with feet of kitchen appliances. This subcontractor will coordinate the location of floor sinks with kitchen equipment. The floor sinks cannot be under the steamer.
12. This subcontractor includes installation of garbage disposals, refrigerator connection, washing machine connection, and dish washer set and connection, kitchen equipment, laundry equipment, ice chutes, ice makers, etc. including installing the dishwasher toe kick. This subcontractor includes coordination with the Food Service Equipment and Laundry Equipment subcontractors.
13. This subcontractor includes plumbing connections to all main Kitchen and main Laundry Equipment. Additionally, this subcontractor is aware of a sprinkler head in the dryer (with solenoid) lint collector includes the copper connection and backflow preventor.
14. This subcontractor is aware that access to all equipment is critical to the operation of the completed building and will coordinate pipe locations with equipment.
15. This subcontract includes all the new plumbing fixtures such as: sinks, water closets, urinals, mop basins, floor drains, floor sinks, clinical sinks, water heater, circulating water pumps, house pumps, whirlpools, spas, showers, backflow preventors, water coolers, escutcheon plates, lint traps, ADA acceptable shower stalls, Ninjo bed pan cleaners, lint traps, temperature mixing valves, frost proof hose bibs, back water valves, etc. as noted on plans and specifications. This subcontractor is to submit product data these items by December 15, 2007, irregardless that they were submitted and approved on previous projects.
16. This subcontractor includes the sump pit assembly including sump pumps and oil minder controls at the elevator pits.
17. This subcontractor is aware that the shower seats should be opposite of wall for wheelchair access. As the Plumbing/Architectural drawings may be conflicting, this subcontractor will submit product data for these showers with a listing of which rooms have right or left showers.
18. Toilet flush handles are to be on the wide side of the bathroom. This applies to all bathrooms. This subcontractor will submit product data for these toilets with a listing of which rooms have right or left toilet flush handles.
19. This subcontractor includes plumbing connections to all special appliances noted in the Contract Documents, including the owner or General Contractor supplied items such as residential appliances, Kitchen Equipment, Laundry Equipment, Beauty Salon Equipment, ice makers, electronic grease trap, electronic descaling unit, HVAC Equipment, Fire Sprinkler System, etc.
20. Furnish and install plumbing equipment as indicated in the contract documents including, but not limited to the house pump, water heaters, domestic boilers, circulating pumps, sump pump, etc.

21. This subcontractor has read and includes all requirements and provisions for Specification section 15200 Sound and Vibration Control. This includes but is not limited to:
 - Vibration isolators
 - Springs
 - Rubber or neoprene pads or shims
 - Seismic connections.
22. This subcontractor includes furnish all motor starters that are integral to equipment, wired by the electrician.
23. This subcontractor is to furnish and install the domestic boilers. This subcontractor is aware that the access to rear of boilers must be maintained. Clearance on top of boilers must be maintained for burner access (24"). This subcontractor is aware that the pressure of both hot water storage tank and boiler must match. Additionally, this subcontractor is to have these boilers certified prior to occupancy inspections.
24. This subcontractor includes Service Weight Cast Iron underground waste and no hub cast iron soil stacks, venting through the roof, type L copper water piping, floor drains, floor sinks, clean outs, underground condensate piping, etc., per the Contract Documents and local building codes. This subcontractor is to submit product data by December 15, 2007, irregardless that they were submitted and approved on previous projects. Additionally this subcontractor to contact the Village of Lincolnshire to determine that underground PVC piping can be utilized. If approved by the Village of Lincolnshire, a deductive change order will be issued.
25. This subcontractor to tie sanitary into existing system and water main stubbed 5' - 0" outside the building. Final connection to the water main and sewer is by this contractor if the water main and sewer are in place first.
26. This subcontractor includes all necessary excavation and compacted stone backfill. This includes legal off site spoils removal from the Sedgebrook site.
27. This subcontractor includes one exterior grease interceptor per the Contract Documents, with the connection of the float alarm devices by the electrical contractor.
28. This subcontractor includes Automatic trap priming system per the Contract Documents, specifically, Note #7 on 71.01 and per Note #15 on 70.00.
29. This subcontractor includes furnish and install temporary covers or plugs in all stub ups to prevent foreign materials from entering piping systems during construction.
30. This subcontractor includes all required hangers, brackets, fasteners, anchor shims, etc., for this scope of work. Hangers in the corridors are to be welded to the CTTC structural angles in the composite deck.
31. This subcontractor to clearly show all required beam penetrations on the plumbing shop drawings (detailed dimensions) and coordinate them with the steel contractor.
32. This subcontractor includes concrete thrust blocks in accordance with the Contract Documents.
33. This subcontractor includes furnish and install all link seals for pipe penetrations through foundation wall sleeves, as pertaining to this scope of work, per the Contract Documents.
34. This subcontractor includes furnish and install all roof flashings required for vent stacks.
35. This subcontractor includes furnish and install all vent caps as indicated in the Contract Documents.
36. This subcontractor is to furnish and install the wash down connection and drain at the laundry chute.
37. This subcontractor includes furnishing and installing the specified foundation drain tile per the Contract Documents, specifically, as shown on drawing 30.01.
38. This subcontractor includes water hammer arrestors in accordance with the Contract Documents.

39. This subcontractor will rough in all pipes in such a manner and location so as not to be damaged by the installation of drywall, cabinets, etc. This subcontractor includes furnish and install metal protective plates on each side of studs to a point 2" below and 2" above any water piping contained within a partition.
40. This subcontractor includes gray boxes and fire rated gray boxes at all fire rated and smoke rated walls.
41. This subcontractor includes furnish and install all temperature blending, or mixing, valves as indicated in the Contract Documents. Provide a substitute for Holby valves, per standards directive dated 07/25/07, changing to Armstrong Rada valves.
42. This subcontract includes hot water re-circulation. The Plumbing System will comply with code requirements, and Contract Documents.
43. This subcontractor includes furnish and install all back flow preventor(s) shown on the Contract Documents and will provide certification of the backflow preventor(s) as provided by this subcontractor. This subcontractor is aware that the Coordinate the location of the backflow preventors and RPZ (above ceiling or wall mounted).
44. This subcontractor includes 1" mechanical make up water per Note #6 on 71.01.
45. This subcontractor includes a disconnect switch for water circulation pump, connected by the electrical subcontractor.
46. This subcontractor includes furnish and install wall hydrants and hose bibs as shown in the Contract Documents. Additionally, this subcontractor includes the yard hydrant per 20.11 and copper water supply for courtyard water feature per 20.15.
47. This subcontractor includes furnish and install all plumbing insulation per code and Contract Documents. Note that all valves must be insulated and extensions to valve handles provided to accommodate this insulation.
48. This subcontractor includes the underground condensate piping as shown on the Contract Documents, including backflow preventors (not shown).
49. This subcontractor includes the furnishing and installation of drip pans as indicated in the Contract Documents and the connection of the drip pan to the waste water system.
50. This subcontractor to provide all coring, saw cutting and fire-safing as required for this subcontractor's work. This subcontract to include fire-safing of conduit penetrations through fire rated partitions and floors, regardless of the sequence of work. The drywall partitions are required to be installed per specified UL design; however the architectural drawings may not exactly reflect the required UL design. Additionally, this subcontractor to include providing all covers at cored holes and openings created by his work in order to insure safety on the jobsite.
51. This subcontractor is to include furnish only all access panels required for this work. Coordinate placement with Drywall/Acoustical subcontractor. Access panels will be installed by others and shown on this subcontractors shop drawings. This subcontractor is to submit product data for Access Panels irregardless of submittal on previous projects. Access panels are not allowed in corridor doghouses.
52. This subcontractor is aware that the project will be inspected by the Illinois Department of Public Health as well as other Governing Authorities. This subcontractor includes testing of plumbing systems to be witnessed by the Governing Authorities as required by these Governing Authorities. Complete all necessary work and perform all tests and inspections required by the work, local governing authorities, and prevailing local building codes. All tests and inspections shall be completed on a timely basis so as to maintain the schedule and allow time for other subcontractors to perform their work and inspections on a timely basis.
53. This subcontractor includes testing of all piping in accordance with the Contract Documents. Pneumatic testing will only be permissible for piping in freezing weather for pipes that cannot be completely drained.

54. This subcontractor to perform intermediate and final testing of the plumbing system and submit test reports on forms signed by an authorized agent of the subcontractor. This subcontractor to have the hot water boiler(s) and tanks certified. This includes domestic water testing in accordance with Specification sections 15300 and 15410. Certification of potable water is required eight (8) weeks prior to occupancy inspections.
55. In all piping systems, provide methods, means, valves, stoppers, etc. for testing isolated areas as the progress of the job requires so other work on the job may proceed concurrently. This particularly applies to individual floors and areas of the building.
56. Test all plumbing in accordance with the Contract Documents. This subcontractor has read Erickson Construction LLC "SEDGEBROOK MEPS QUALITY CONTROL INITIATIVE" and includes all testing and requirements outlined in this document.
57. This subcontractor is aware that two interior mockups are required to be reviewed by the Architect and Engineer. These mockups will be reviewed prior to drywall installation for electrical box locations (Note: No back to back electrical boxes are allowed per the Contract Documents.). Approval of this mock up at the rough in stage is critical to the progress of the project as well as quality control.
58. This subcontractor includes all of the necessary equipment startups, witnessed by the owner's representatives. This subcontractor includes training of the Owner's Operations team in the use of all equipment installed under the scope of this subcontract. This training shall be video recorded for owners use. This subcontractor is to have all panels and equipment labeled for occupancy inspections. Within 4 weeks of the initial occupancy of the building, this subcontractor to submit all required accurate "As Built" Shop Drawings, operation & maintenance manuals to the Erickson Construction, LLC project management office. This procedure shall be performed in accordance with the Contract Documents including specification sections 01650, 01700 & 16000. The value of the "As Built Drawings" and Owner Training shall be defined as a minimum of 1% of the contract value in the subcontractor's schedule of values, and shall not be billed for until these items are complete to the owner & architect's satisfaction. Retention will not be released prior the Architect's approval of these "As Built" drawings.
59. Provide necessary preparations and adjustments for final acceptance of all systems, including start-up of systems, as provided in the Contract Documents for final acceptance of the work.
60. This subcontractor includes test and balance of the domestic hot water by an independent, approved test and balance contractor in accordance with the Contract Documents. This subcontractor has read and included the requirements of Specification section 15020 – Testing, Adjusting and Balancing. This includes but is not limited to:
- Pre-TAB checklist prepared and reviewed by independent test and balance contractor.
 - Submittal of certified test and balance reports by independent test and balance contractor.
 - Providing air and water volumes at test and balance in accordance with the Contract Documents
61. This subcontractor to perform intermediate and final testing of the plumbing system and submit test reports on forms signed by an authorized agent of the subcontractor. This subcontractor to have the hot water boiler(s) and tanks certified. This includes domestic water testing in accordance with Specification sections 15300 and 15410. This subcontractor has read and includes the requirements of Specification section 15300 Pipe Cleaning Sterilization and Water Treatment.
62. This subcontractor includes 1" mechanical make up water as per Note 6 on drawing 71.01.
63. Subcontractor shall flush out all pressure water piping prior to final hook-ups. Disinfect potable water lines prior to occupancy of building and provide certification of chlorination of water lines.
64. Prior to covering, or concealment, of piping, this Subcontractor shall make or mark up accurate "as-built" drawings of the work and shall submit three (3) complete sets of the "as-built" drawings at the completion of the work. This includes red markings on the design drawings.

65. This subcontractor is to have all valves and pipes labeled for occupancy inspections. Four weeks prior to the initial occupancy of the building, this subcontractor to submit all required accurate "As Built" Shop Drawings, operation & maintenance manuals to the Erickson Construction, LLC Project Management office.
66. This subcontractor includes rough in for the electronic descaling unit installed by ownership after occupancy as indicated in the Contract Documents.
67. This subcontractor to provide the necessary layout for own work from control points and bench mark provided by others
68. This subcontractor includes hoisting of materials laterally and vertically.
69. This subcontractor is aware of the vapor barrier and will work to coordinate this work under the scope so the vapor barrier is not damaged. Additionally, this subcontractor is aware of the smoke rated and fire rated partitions (drawing RG1.0). The drywall partitions are required to be installed per specified UL design; however the architectural drawings may not exactly reflect the required UL design.
70. The building structure which is structural steel will be spray fireproofed. This spray fireproofing activity will follow slab pours. Those subcontractors removing spray fireproofing beyond reasonable limits (determined by Erickson Construction) for installation of supports and hangers, or any miscellaneous type of work, will be held responsible for the additional costs to perform the repair work. This includes the installation of beam restraining clips, hat track, etc.
71. This subcontractor includes all warranties and extended warranties as listed in the Contract Documents.
72. This subcontractor includes all attic stock as listed in the Contract Documents.
73. This subcontractor includes full payment and performance bond
74. This subcontractor includes Sales taxes.
75. This subcontractor includes Addendum #1 dated August 7, 2007 and Addendum #2 dated August 17, 2007.
76. Schedule:
- Foundation: Projected Start October 15, 2007, duration 12 weeks.
 - Underground Plumbing Work total duration 20 days.
 - Structural Steel Erection is projected to start March 1, 2008, complete May 10, 2008.
 - Roofing is to be complete June 23, 2008.
 - Masonry Start June 1, 2008, Exterior finishes complete August 15, 2008.
 - Drywall starts August 15, 2008.
 - Punchlist Starts February 1, 2009.
 - Occupancy Inspections start February 15, 2009.
77. Concrete pads for equipment are by others. This subcontractor to provide detailed dimensional drawings showing size and locations of all required equipment pads.
78. This subcontract does not include, shower curtains, gas piping, winter conditions or frost removal, Courtyard drains, fire protection back flow preventor, gas piping, water heater flues, site utility work, rain leaders, costs for use of electronic backgrounds, permits & inspection fees, supply of dish washer, refrigerator or disposal.

79. Hourly Rates:

	Straight Time	Overtime	Double-Time
	Rate	Rate	Rate
Plumber Foreman	\$ 97.91	\$123.73	\$151.84
Plumber Journeyman	\$ 91.53	\$116.18	\$145.11

80. Subcontract Unit Prices/Alternates:

a) Delete one exterior grease interceptor (#27)	deduct	\$ 13,500.00
b) Utilize PVC underground pipe in lieu of service weight cast iron soil pipe and fittings (#24)	deduct	\$ 65,000.00
c) Delete the water main from 5 feet outside the building to inside the building for this work to be performed by the site utilities subcontractor (#26)	deduct	\$ 2,500.00
d) Deduct the hauling of the plumbing spoils from off site to deposit these spoils on the North side of the Sedgebrook site (#26)	deduct	\$ 15,000.00

General Scope

1. Subcontractors shall be responsible to review the drawings for ALL trades' work to determine the scope of work and necessary coordination for their package.
2. Subcontractors are made aware that time is of the essence. Should the Subcontractor fail to meet the project schedule, fail to provide sufficient labor force, or have late delivery of materials not caused by the Architect, Owner, or General Contractor, the Subcontractor will work all associated overtime to get back on schedule at no cost to the Architect, Owner, or General Contractor.
3. Where conflicts arise between these general notes and in the notes in the individual bid packages, the note in the best interests of the owner shall govern, as determined by the owner.
4. Subcontractors are to provide temporary protection of existing construction and finishes as required to complete the work of their subcontract agreement. Ensure that materials and equipment stored inside the building do not damage the existing finishes and furnishings.
5. Cooperation with the Owner's testing agencies is required. Allow sufficient time to take tests and conduct inspections. Twenty-four (24) hour notice will be the minimum standard in notifying Erickson Construction, LLC and Testing Agency of required services. All testing services will be provided by the Owner.
6. Inspections may be required by the Illinois Department of Public Health, Village of Lincolnshire, Lincolnshire/Riverwoods Fire Department, Lake County Health Department, and any other governments having jurisdiction. Twenty-four (24) hour notice will be the minimum standard in notifying these organizations and Erickson Construction LLC that work is ready for inspection. Comply with all requirements and requests of the local governing authorities.
7. Adhere to and maintain at a minimum, the OSHA safety standards for the entire duration of the project. The Erickson Construction LLC safety program exceeds OSHA standards in some cases and shall be followed. This program is included in the Bid Documents Disc and is the minimum benchmark for safety. Subcontractors are to review and complete the Erickson Construction, LLC Subcontractor Safety Handbook prior to the start of any construction.
8. Subcontractors shall be responsible for the repair of any damage to existing utilities and utility structures that are damaged as a result of their work.
9. Subcontractors shall have a responsible representative attend the weekly construction coordination meeting held on site by Erickson Construction LLC. The meeting day and time will be determined at the Preconstruction Meeting. This meeting is mandatory for all Subcontractors on site. The responsible representative must be able to talk to the schedule, provide delivery dates, make decisions, and make commitments for their work and their Subcontractors work.

10. This subcontractor must clean work areas daily and place debris into dumpsters provided by Erickson Construction, LLC. Burning of debris of any kind will not be permitted. If any contractor fails to provide daily clean-up, Erickson Construction LLC will perform the clean-up. The negligent contractor will be charged the associated costs for the clean-up. Subcontractor includes daily cleanup of debris generated by this work, to dumpsters provided by Erickson Construction. Wash out, etc. should be placed in areas designated by Erickson Construction LLC. Removal of the wash-out to dumpsters is included. This subcontractor is aware that the campus is in operation and will maintain a clean site through out the progress of their work.
11. Weigh or tie down all materials subject to high winds before leaving jobsite for the day, every day.
12. Once Erickson Construction, LLC starts final cleaning of the building, Subcontractors who dirty the project will be responsible for all re-cleaning costs associated with their work.
13. Maintain streets and parking lots adjacent to the site in a clean and safe condition. Keep streets and parking lots free of dirt and debris. Each contractor shall be responsible for any and all street cleanup as required as a result of his work.
14. Subcontractors shall comply with the Village of Lincolnshire Noise Ordinances. This subcontractor is aware that no exterior construction work is to start before 7a.m. This includes no machinery, such as cranes forklifts and boom-lifts starting up prior to 7a.m.
15. All Work to be performed while on the Sedgebrook Campus existing buildings and grounds shall:
 - a. Not create an unsafe condition
 - b. Maintain fire exiting from all buildings at all times
 - c. Not create excessive dust and/or noise
 - d. Be cleaned up at the end of the day
16. Subcontractor shall instruct his employees, each Sub-Subcontractor's employees, and all deliverymen to behave in a manner appropriate to the community environment. Language and/or action which might be considered offensive to the staff or residents will not be tolerated. The contractor shall take all possible measures to ensure that proper behavior is maintained.
17. Smoking will not be permitted at any time in any Erickson Construction, LLC buildings under construction. Radio playing will not be permitted at any time. This includes personal stereo headphones.
18. No storage facilities or watchmen will be provided by Erickson Construction LLC or Owner. Subcontractors are responsible for the protection, storage and security of their own materials and equipment.
19. All storage and handling of on-site materials must be coordinated and approved by Erickson Construction LLC All materials shall be set on cribbing so as not to expose the materials to mud, dirt, and debris.
20. Subcontractors are responsible for maintaining a record set of approved shop drawings which are to be turned over to Erickson Construction LLC a minimum of four (4) weeks prior to completion of the project. The Architect, Erickson Construction, LLC and Owner will NOT maintain the record set of shop drawings.
21. Any subcontractor who disturbs the site fence is responsible for returning it to original or better than original condition. The site fence cannot be removed without prior permission from Erickson Construction LLC
22. The schedule provided in the Instruction to Bidders is preliminary. The dates are to be used as a guideline for bidding purposes and are subject to revisions as necessary to meet the project completion date and facilitate prompt enclosure of the building. This schedule is provided to demonstrate general flow and sequencing of activities for bidding purposes. Erickson Construction LLC reserves the right to adjust and/or change the start or completion dates at his discretion. The Subcontractors will work with Erickson Construction LLC to develop a detailed schedule coordinated with all trades to execute the work as promptly as possible. Provide equipment and manpower (multiple crews and premium time when necessary) to maintain the schedule.

23. When others provide materials or equipment for Subcontractor installation, the Subcontractor shall receive, unload, store inventory, protect, and install provided material or equipment in "new" condition. The receiving contractor shall note all shortages, damages, and irregularities on the original delivery receipt. Subcontractors will be held responsible for all shortages not documented on delivery.
24. The Continuation Sheet AIA Form G703, Schedule of Values shall list the following contract requirements and corresponding values:
- Safety
 - Cleanup
 - Submittals - Complete
 - Mobilization / Demobilization
 - Insurance
 - Bonds
 - Closeout / Training
 - Overhead and Profit shall be included in each Line Item.
25. Provide the following items within twenty (20) business days of your Notice to Proceed:
- List of Major Subcontractors and Suppliers
 - Payment & Performance Bond (for Subcontracts or Purchase Orders over \$500,000)
 - Certificate of Insurance
 - Erickson Construction, LLC Subcontractors Safety Handbook, signed by the subcontractor.
 - Project Safety Program Compliance Certification sheet signed
 - Subcontractors Project Specific Safety Program
 - MSDS and HazCom Program
 - Emergency Contact (s) and phone number (s) (24 hours a day)
 - Submittal Log
 - Schedule of Values
 - Detailed Schedule for Scope of Work
26. Any contractor working on the roof shall provide protection to prevent damage to that roof. Any contractor that damages the roof shall be responsible for repairing that damage.
27. If your work requires a shutdown or tie-in to any utilities or rerouting of vehicular or pedestrian traffic, then a preplanning meeting must be scheduled with Erickson Construction LLC. and Operations and take place at a minimum of one week prior to activity.
28. Subcontractors are responsible to protect their own work from damage.
29. See specifications for all mock-ups that are required. Coordinate with all associated Subcontractors for construction of mock-ups Coordinate locations of mock-ups with Erickson Construction LLC
30. Construction entrance is at the north entrance to the campus using Riverside Road. **DO NOT USE THE MAIN COMMUNITY GATED ENTRANCE OFF MILWAUKEE AVENUE.** Additionally the Subcontractor will be responsible to make certain that all delivery trucks do not use the Community Entrance. The speed limit on all the Sedgebrook Community roadways is 15 miles per hour. This subcontractor is aware that Residents of the Sedgebrook Community may be encountered in traffic or as pedestrians and every care must be taken to minimize impact to the Residents. Each Subcontractor is responsible to make certain that all delivery trucks adhere to this requirement. Coordinate all deliveries with Erickson Construction superintendent.
31. This subcontractor has visited the jobsite and is aware of existing conditions that may affect the progress of work.
32. This subcontractor is aware that more than one project is being constructed on this jobsite at one time and will coordinate his work with Erickson Construction, LLC.
33. Moving equipment from the RB2.1 jobsite to the Renaissance Gardens jobsite is not permitted without approval by Erickson Construction, LLC.
34. All labor rates are to be held through the duration of the project.

35. Subcontractor daily reports to be turned in at the end of each work week to superintendent as required. Additionally, records of subcontractor's weekly safety meetings are to be turned in at the end of each work week to Erickson Construction, LLC project superintendent. Failure to comply with this requirement can result in holding up the subcontractor's monthly draw request. This subcontractor includes full time on site supervision.
36. Pre-installation conference meeting to be held with Erickson Construction prior to start of work.
37. Subcontractor's Application's for Payment are due to the Site Project Management Office no later than the 18th of each month.
38. Insurance requirements as outlined in the attached "Certificates of Insurance - General Requirements" memo is included in this subcontract.
39. This Subcontractor includes daily cleanup of debris generated by this work, to dumpsters provided by Erickson Construction. Wash out, etc. should be placed in areas designated by Erickson Construction LLC. Removal of the wash out mortar to dumpsters is included. This subcontractor is aware that the campus is in operation and will maintain a clean site through out the progress of their work.
40. This subcontractor will submit itemized proposal for change order work whether costs are submitted prior to performing the work or the work is done on time and material basis. These itemized proposals will include adequate information on the cost of materials, labor, equipment, overhead, profit, bond cost, etc., so the change can be easily evaluated by the Contractor, Owner and Architect. Additionally these itemized proposals for change order work will be submitted to Erickson Construction, LLC in a timely manner. Extra work order tickets not signed by a representative of Erickson Construction, LLC in a timely manner will not be valid. This procedure is to be in accordance with the Subcontract Agreement paragraph 7.
41. This Subcontractor shall be responsible for all construction means, methods, techniques, sequences, procedures and coordination for all portions of their work, including safety under this agreement. This subcontractor is aware of the safety ticket program as follows: "This Subcontractor is to provide adequate and proper safety protection for its personnel and equipment and shall strictly comply with all the rules and regulations of the Federal Occupational Safety and Health Act, all other applicable health and safety laws and regulations, and of the Erickson Construction Safety Program. Hard hats, thick soled shoes (not sneakers), full length pants and shirts are to be worn by all personnel employed on the job by this Subcontractor at all times. Payments may be withheld in the form of fines for violations. Accidents to personnel of this Subcontractor, no matter how minor, will be promptly reported in detail to the Project Superintendent and/or site safety officer within twenty four (24) hours of the incident. Photographs must be taken by the Subcontractor of the accident location and copies of those and all applicable hospital reports must be submitted. Fines levied by Erickson Construction, LLC. Due to acts of this Subcontractor for failure to comply with the safety regulations and requirements of OSHA and all other applicable health and safety laws and regulations, will be paid by this Subcontractor or deducted from its Subcontract amount as described elsewhere in the Subcontract. This Subcontractor and its sub-subcontractors may be required to provide a copy of its Safety Program to the Project Superintendent prior to commencing work at the project site. No cost extras or time extensions will be recognized for failure to meet the requirement."
42. Subcontractors are aware of the storm water detention west of the jobsite. Subcontractors will take steps to not allow construction materials into the lake. Subcontractors' tradesmen will be made aware of the lake in the subcontractor's provided safety training. Additionally, subcontractors will not store any chemicals not in use on the jobsite to prevent spilling these chemicals into the storm water detention.
43. Mechanical contractors have received and read the Erickson Construction, LLC "SEDGEBROOK MEPS QUALITY CONTROL INITIATIVE" and include all associated quality control effort for their scopes of work.
44. Subcontractors are aware that each subcontractor has primary responsibility for quality control and will work with Erickson Construction, LLC, the Architect, Engineer, and Testing Agency to assure quality.
45. This subcontractor is aware that all submittals and invoices are to be sent to the Erickson Construction, LLC office at 20 Riverside Road, Lincolnshire, IL 60069.

46. This subcontractor is to provide all required lifts, cranes, ladders, etc. for own work. Furnish all vertical and horizontal hoisting required for the entire Electrical installation. Erickson Construction will not provide a hoist on the building.

47. This subcontractor includes all associated required Insurance with the additional insureds' listed below:

- Erickson Construction LLC, Erickson Retirement Communities LLC, Lincolnshire Campus LLC, Sedgebrook, Inc., and all subsidiary companies, members, directors, agents, officers, employees, and partners thereof
- Sovereign Bank (Lender)
- Wallace Roberts Todd, LLC. (Architects/Engineers)
- Charles B. Tomlinson Jr. AIA (Architects/Engineers)
- O'Donnell and Naccarato Engineers (Structural Engineer)
- GHT Chartered (Mechanical Engineers)
- V3 Consultants (Civil Engineer)
- TVA Fire & Life Safety, Inc. (Fire Protection Consultant)

All additional Insureds must be listed on the Certificate of Liability Insurance.

All additional insureds must be listed on the required endorsement forms.

Coverage must be provided for ongoing and completed operations. Acceptable endorsement forms are the ISO CG2010 07-04 and ISO CG2037 07-04, or other forms that are equivalent in coverage to these.

Policy number must be listed on the endorsement forms.

Coverage must be provided on a primary and non-contributory basis regardless of other insurance purchased by additional insureds. Proof of primary and non-contributing coverage must be provided.

The certificate must include language to indicate that "These policies are not limited by residential construction exclusions regarding any and all work performed under the agreement."

Erickson

construction, LLC

SEDGEBROOK MEPS QUALITY CONTROL INITIATIVE

It is the intent of Erickson Construction LLC at the Sedgebrook Campus to furnish and install the MEPS systems completely in accordance with the Contract Documents. This work is performed by subcontractors for Erickson Construction, LLC. Each subcontractor has the responsibility for Quality Control of their own work as well as coordination with other subcontractors. The Contract Documents including the Plans and Specifications and Subcontract agreement outline some specific Quality Control requirements but not necessarily all. Local Governing authorities such as Health Department, Building Department, Fire Department, etc. may have testing requirements that exceed those in the Contract Documents. The intent of this Quality Control Initiative is to highlight the most frequent Quality Control issues as experienced by Erickson Construction, LLC, and therefore not intended to be a complete Quality Control Manual. In addition to the Quality Control efforts by the Subcontractors and Erickson Construction LLC, Erickson Retirement Communities (Ownership) will employ Architects, Engineers Consultants, Inspectors, and staff to assure project Quality. These agents of the owner may also attend inspections and testing as required by Ownership.

GENERAL MEPS QUALITY CONTROL ISSUES:

Assure that all Materials and Equipment are installed in accordance with the Contract Documents as well as the Manufacturer's recommendations and requirements. When a conflict arises between the Contract Documents and the Manufacturer's recommendations and requirements, the installing subcontractor is to submit notice of this conflict to Erickson Construction in writing for review by the Architect, Engineer and Owner.

Assure that the subcontractor has included enough time in his schedule to perform at testing, flushing, start up, and balancing in accordance with Contract Documents, prior to turn over of the portions of the building utilizing completed systems. Several of these operations must be scheduled with and witnessed by Operations and video taped by Erickson Construction.

Assure that all backflow preventors have been tested and certified in accordance with the requirements of the local building and health departments and provide documentation of this certification to Erickson Construction LLC.

Assure that all floor and wall penetrations are fire caulked or fire stopped in accordance with the requirements of the local building and Fire Departments as well as the Contract Documents.

Assure that all subcontractors are performing required testing in accordance with the Contract Documents and Local Governing authorities (Village of Lincolnshire) requirements. Assure that Erickson Construction receives copies of all testing reports within 24 hours of the testing.

The MEPS subcontractors are to submit detailed shop drawings for review by the Architect & Engineer. These subcontractors are aware of the need to perform all of the work under the scope of this subcontract per the Contract Documents including the Plans and Specifications. When submitting their shop drawings the subcontractor(s) are responsible to note any deviations from this requirement in writing to Erickson Construction, LLC with an explanation of said deviations. Errors by the subcontractor(s) on their shop drawings or submittals are the responsibility of the subcontractor(s). The MEPS subcontractor's submittals are to clearly describe where each product is to be utilized. Additionally the subcontractors are to submit all product data at one time to allow the Architect & Engineer to review all items together. The MEPS subcontractors are to submit product data for all items that are to be installed regardless of approval on previous projects. Failure to follow this procedure will not be cause to allow for schedule delay or added costs.

Assure that all items being installed have been submitted for this project and reviewed by the Architect/Engineer.

Assure that all dissimilar metals are appropriately isolated from each other.

Assure that the subcontractors' foreman is maintaining as built drawings, and that copies of these drawings are being turned over to Erickson Construction on a floor by floor basis.

Assure that all MEPS items such as valves & panels are labeled prior to building occupancy inspections.

Assure that all MEPS subcontractors have coordinated with the other MEPS subcontractors. Assure that this coordination includes but is not limited to the following: Attendance and participation at required coordination meetings held by Erickson Construction, LLC.

Submittal of each of the MEPS subcontractors shop drawings including the Composite Bar Joists & Deck system.

Sign off on the coordinated MEPS shop drawings and including the Composite Bar Joists & Deck system shop drawings.

The Composite Bar Joist & Deck System Material supplier will attend the MEPS coordination meetings and will adjust locations of bar joists with the MEPS subcontractors. The MEPS subcontractors are responsible for pipe adjustments & offsets associated with the bar joists. Erickson Construction LLC will not entertain change orders associated with bar joist coordination.

Assure that the MEPS subcontractors perform all of the necessary equipment startups, witnessed by the owner's representatives. MEPS subcontractors include training of the Owner's Operations team in the use of all equipment installed under the scope of their subcontract. This training shall be video recorded by Erickson Construction, LLC others for the owners use.

Assure that four weeks prior to initial occupancy of the building, the MEPS subcontractors submit all required accurate "As Built" Shop Drawings, Operation & Maintenance manuals to the Erickson Construction, LLC Project Management office.

The MEPS subcontractors have submitted detailed shop drawings for all equipment housekeeping and isolation pads. Assure that the equipment fits on the pad and that the pads do not cover the floor drains. Assure the pads are installed in accordance with the details shown on the Contract Documents. Concrete and steel angle are not by the MEPS subcontractors but should be inspected by them prior to equipment installation.

Testing of MEPS Systems not witnessed by representative of Erickson Construction or Erickson Retirement Communities, will not be accepted and need to be re-performed by the MEPS subcontractor.

Assure that all MEPS subcontractors involved in the Renaissance Gardens Project are aware that all facets of the MEPS work will be inspected by the Illinois Department of Public Health and incorporate IDPH requirements into their work.

HVAC DUCTWORK

1. Assure that the supply and discharge duct size to the heat pumps are in accordance with the Contract Documents.
2. Assure the sound lining is installed in accordance with Contract Documents.
3. Assure that the flex connections are installed with the Contract Documents.
4. Assure the vibration isolation is installed on the equipment (fans heat pumps, air handling equipment etc.) in accordance with the Contract Documents.
5. Assure that the turning vanes are installed on square elbows.
6. Assure that the duct installation does not prevent maintenance access to equipment (heat pumps VAV boxes, dampers, fire dampers, coils etc.).
7. Assure that there are filters installed in accordance with the Contract Documents, specifically specification section 158800. Assure that any temporary filters are removed and install clean final filters for occupancy. This change out must be witnessed by Erickson Construction, LLC. Assure that filters are easily accessed for replacement.
8. Assure that the duct fittings square on both sides or curved on both sides.
9. Assure that all ducts are being sealed in accordance with the Contract Documents, specifically specification section 15840. Erickson Construction is to witness the duct pressure test performed by the HVAC subcontractor in accordance with the Contract Documents, specifically specification section 15840.
10. Assure that the duct openings are protected by the HVAC subcontractor during delivery, prior to and after installation. Assure that no debris are inside the duct at the time of MEPS trim. This includes bathroom and dryer vents on the exterior of the building.

11. Assure that the dryer exhaust ducts are installed in accordance with the Contract Documents. Do not allow the dryer exhaust ducts to be installed in un-approved locations such as the attic. Assure that the beam penetrations are in the proper locations prior to steel fireproofing.
12. Testing of HVAC systems not witnessed by representative of Erickson Construction, will not be accepted and need to be re-performed by the HVAC subcontractor.
13. Assure that the dryer vents are caulked to the drywall partitions as well as the masonry walls in accordance with the requirements of the local building and Fire Departments.
14. Assure that all fire dampers are accessible to Operations after the building is complete. Assure that testing of the fire dampers and resetting of the fusible links is possible through the access panels provided by the HVAC subcontractor.
15. Assure the fire dampers at the Apartment Heat Pumps are sized appropriately to allow for Operations to perform annual inspections.
16. Assure that the size of grilles and registers in the Apartment ceilings do not exceed the UL allowed size. Assure fire dampers are installed where required by the Contract Documents.

HVAC PIPING

1. Assure that the supply and return lines are not crossed and are installed in accordance with the Contract Documents.
2. Assure that the piping rough-in for the base board radiators are installed in accordance with the Contract Documents.
3. Assure that the piping of the heat pumps and the air handling units is installed in accordance with the details shown on the Contract Documents. Assure that the pipes are installed with a minimum 7'-0" clearance above finished floor. Assure that pipe installation does not prevent maintenance access to equipment.
4. Assure that the pipe cleaning/water treatment in the HVAC piping system has been performed by the HVAC subcontractor in accordance with the Contract Documents, specifically specification section 15300. Erickson Construction is to witness the commencement and completion of the water treatment operation performed by the HVAC subcontractor. This water treatment typically takes a minimum of 24 hour period, and the temporary pump must be monitored by the HVAC subcontractor continuously during that period.
5. Assure that all condensate lines are installed in accordance with the details shown on the Contract Documents. Note that the underground condensate lines may be installed by the Plumbing Subcontractor and must be inspected as well.
6. Assure that all the apartment unit heat pumps are installed on the rubber isolators and shimmed as required.
7. The HVAC subcontractor has submitted detailed shop drawings for all HVAC equipment housekeeping and isolation pads. Assure that the equipment fits on the pad and that the pad does not cover the floor drains. Assure that the isolation pads are installed in accordance with the details shown on the Contract Documents including the Regu Foam Pad and continuous perimeter angles (Regu Foam Pad and perimeter angles are installed by others but are to be inspected with this scope of work).
8. Assure that the split case or horizontal pumps are installed in accordance with the details shown on the Contract Documents and the Manufacturers recommendations
9. Assure that all future piping connections are installed in accordance with the Contract Documents.
10. Assure that the temporary strainers are installed and ultimately removed as required by the project schedule and pipe cleaning/water treatment.
11. Assure that all air vents and drains are installed in accordance with the details shown on the Contract Documents.
12. Assure that all gages, thermometers, PT plugs etc., are installed in accordance with the details shown on the Contract Documents. Assure that these items are accessible for maintenance after turn over to Operations.

PIPING GENERAL

1. Assure that the installation of the hangars/supports are in accordance with the Contract Documents, specifically specification section 15080. The MEPS subcontractors have submitted detailed shop drawings as well as product data for all of the hangars/supports for the Architect/Engineer to review. Assure that the structure can support the piping and consult the Architect/Engineer to review this loading if necessary. Hangers in the corridors are to be welded to the CFTC structural angles in the composite deck
2. Assure the vibration isolators are installed in accordance with the details shown on the Contract Documents, specifically specification section 15200 and the Manufacturers recommendations.

3. Assure that the pipe insulation is installed in accordance with Contract Documents, specifically specification section 15250 and the Manufacturers recommendations. The pipe insulation is to be installed continuous through the inside of the hangar and through wall penetrations.
4. Assure that all copper pipe is appropriately isolated from all dissimilar metals with rubber isolation materials.
5. Assure that all flex connectors are made of reinforced spherical molded rubber in accordance with Contract Documents. Assure that these flex connectors are installed in accordance with Contract Documents.
6. Assure that all valves (including balancing valves) are accessible to operate. Assure that all valve drains are accessible and orientated to allow for pipe drainage.
7. Assure that all of the strainers have ball valves for blowing down and draining.
8. Assure that all of the equipment and PRV's are protected with strainers.
9. Assure that the installation of the Central Plant equipment and all MEPS systems are in accordance with the Contract Documents Manufacturers recommendations and approved shop drawings.
10. Assure that all equipment is piped in accordance with the Contract Documents Manufacturers recommendations and approved shop drawings.
11. Assure that Operations can access all the equipment for service.

PLUMBING

1. Assure that the hot and cold water lines are not crossed. Assure that each faucet is hot or cold as indicated on the Contract Documents.
2. Assure that the Holby Valve is installed in accordance with the Manufacturers recommendations. Assure that the Manufacturers recommendations are being started when starting up the valve.
3. Assure that the pipe insulation is installed in accordance with Contract Documents, specifically specification section 15250 and the Manufacturers recommendations. Assure that the pipe insulation is to be installed continuous through the inside of the hangar and through wall penetrations. Assure that the insulation is glued or taped per the Manufacturers recommendations to prevent air from contacting the pipe.
4. Assure that the water hammer arrestors/shock absorbers are furnished and installed in accordance with Contract Documents, specifically specification section 15050.
5. Assure that the installation of the recirculation pumps (including the pipe isolators) are in accordance with Contract Documents and the Manufacturers recommendations.
6. Assure that the pipe sizes are installed in accordance with Contract Documents.
7. Assure that prior to the connection of the building to the domestic water main the connections are chlorinated in accordance with the requirements of the local health departments as well as the Contract Documents. Provide documentation of this chlorination to Erickson Construction LLC.
8. Assure that flushing testing and sterilization of the domestic water lines has been performed in accordance with Contract Documents, specifically specification section 15300. Erickson Construction is to witness the sterilization of the domestic water lines and water sample taking performed by the Plumbing subcontractor. Testing is to be in accordance with the requirements of the local health departments as well as the Contract Documents. Provide documentation of this domestic water testing to Erickson Construction LLC.
9. Assure that all sanitary sewer and storm sewer lines (openings) are free from debris.
10. Assure the plumbing lines (water, waste & vent) are supported and isolated as necessary to prevent sagging or deflection.
11. Assure that all clean outs and valves are accessible to Operations.
12. Assure that the hot water boilers and tanks have been certified as required by local building and health departments as well as the Contract Documents.
13. Assure that all underground plumbing has been installed at correct (or minimum) depths and backfilled with compacted granular fill.

FIRE SPRINKLER SYSTEM

1. Assure that a fire pump test has been performed in accordance with the requirements of the local building and Fire Departments. Provide documentation of this Fire Pump Test to Erickson Construction LLC. Erickson Construction is to witness the Fire Pump test performed by the Fire Sprinkler subcontractor.
2. Assure that vibration isolation has been installed in accordance with Contract Documents.

3. Assure the Attic Dry Sprinkler System has been pre-tested prior to Fire Department testing. Erickson Construction is to witness the Attic Dry Sprinkler System pre-test performed by the Fire Sprinkler subcontractor. This test when successful will be repeated for the Lincolnshire/Riverwoods Fire Department. This test is performed with the Fire Alarm subcontractor.
4. Assure the Fire Sprinkler System has been pre-tested prior to Fire Department testing. Erickson Construction is to witness the Fire Sprinkler System pre-test performed by the Fire Sprinkler subcontractor. This test when successful will be repeated for the Lincolnshire/Riverwoods Fire Department. This test is performed with the Fire Alarm subcontractor.

ELECTRICAL SYSTEMS

1. Assure the Electrical subcontractor has submitted shop drawings which include detailed, fully dimensioned electrical cabinets located as located on the plans. The electrical subcontractor is to verify these units fit within wall space as located on plans. Assure that the electrical panel height is per local building codes as well as the Contract Documents.
2. Assure that the electrical equipment is protected from the weather prior to and after installation.
3. Existing Generator - Assure that Generator Tests have been performed in accordance with the requirements of the local building and Fire Departments. Provide documentation of these Generator Tests to Erickson Construction LLC. Erickson Construction is to witness the Generator Tests performed by the Electrical Subcontractor, with Operations. Provide documentation of this Generator testing to Erickson Construction LLC.
4. New Generator - Assure that the Generator and the Switch Gear are installed accordance with Contract Documents and the Manufacturers recommendations. Assure the Generator and Switch Gear are tested as outlined above. Provide documentation of this Generator testing to Erickson Construction LLC.
5. Assure that the Switch Gear are installed accordance with Contract Documents and the Manufacturers recommendations. Assure the Switch Gear are tested by the electrical Contractor. Provide documentation of this Generator testing to Erickson Construction LLC.
6. Assure that all electrical outlets in demising partitions have putty packs installed in accordance with the requirements of the local building and Fire Departments.
7. Assure that the exterior lights are connected to the building automation system and working in accordance with Contract Documents.
8. Assure that all switches and outlets are installed in accordance with Contract Documents, including a plumb and flush installation. Assure that all outlets are above (or below) the cabinets, counter tops vanities, sink tops, medicine cabinets etc. Assure that the routing of the MC cable to electrical boxes does not interfere with the installation of medicine cabinets, plumbers gray boxes, thermostats, access panels, etc.
9. Assure that all panel identification is installed in accordance with Contract Documents prior to building occupancy inspections.
10. Assure that all electrical boxes installed in masonry and EIFS are installed securely so that they do not fall out.
11. Assure that all ceiling outlets are secured for the load of a chandelier or ceiling fan.
12. Assure that all electrical systems including low voltage systems have been tested and that documentation of this testing has be provide to Erickson Construction.
13. Assure that the Fire Alarm System has been pre-tested prior to Fire Department testing. Erickson Construction is to witness the Fire Alarm System pre-test performed by the Electrical Subcontractor. This test when successful will be repeated for the Lincolnshire/Riverwoods Fire Department. This test is performed with the Fire Sprinkler subcontractor. This test may be repeated on a floor by floor basis as the occupancy of the building is phased by floor(s).
14. Assure that the Fire Alarm System is coordinated with the HVAC system so that all automatic shut downs and damper closures work with the fire Alarm panel. This includes Heat Detection, Carbon Dioxide Detection and Smoke Detection.
15. Assure that the E-call system is installed and tested in accordance with the with Contract Documents. Provide documentation of this E-call System domestic water testing to Erickson Construction LLC.
16. Assure proper operation of the Oil Minder Sump Pump furnished and installed by the plumbing contractor.
17. Assure that the elevator shunt trip is operational and the elevators operate on Generator Power and Battery Back up.

Quality Control Initiative Plan Program

EXPECT WHAT YOU INSPECT

Sub: Sherman Mechanical, Inc.
Cost Code: 517EC10 - 48400-154000

EXHIBIT "C"

SUBCONTRACTOR SCHEDULE OF VALUES

1. Subcontractor agrees to perform the Work in accordance with the terms and provisions of the Subcontract and in accordance with the Contract Documents. Subcontractor shall perform the Work as detailed and in accordance with the Subcontract Analysis for the sum of \$1,795,000.00.

Exhibit "D.1"
Instructions for "Exhibit D"

Subcontractors/Suppliers shall submit attached Application and Certificate for Payment (Exhibit D) for payment processing to:

ERICKSON CONSTRUCTION, L.L.C.
20 Riverside Rd.
Lincolnshire, IL, 60069

ATTN: Project Manager, Pete Szpak

Your application for payment, using the attached Application and Certificate for Payment (Exhibit D) form, must be fully completed, and must be in our office at the above address *no later than the 20th of the month.*

If your Application and Certificate for Payment is not fully completed and received in our office, at the above address *by the 20th of the month*, your payment will be delayed until the following months payment cycle.

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

TO: **ERICKSON CONSTRUCTION, LLC.**
703 Maiden Choice Lane
Baltimore, MD 21228

DATE:

FROM: Sherman Mechanical, Inc.

PROJECT: 517EC10
JOB: Renaissance Garden Phase I EC1.0
APPLICANT NO.:
PERIOD TO:

1. Original Contract Amount	\$
2. Change Orders Issued to Date (Thru C.O. #)	\$
3. Contract Sum to Date (Line 1+2)	\$
4. Total Completed & Stored to Date	\$
5. Less Retainage (%)	\$
6. Total Earned to Date Less Retainage (Line 4-5)	\$
7. Less Previous Requisitions	\$
8. Payment Due This Period (Line 6-7)	\$

SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:

The undersigned Subcontractor certifies; (i) that the work for which this payment request is being submitted has been completed in accordance with the Contract Documents; (ii) that it has paid its employees, sub-subcontractors, and material suppliers for all work and material for which Erickson Construction has paid previous requests for payment; (iii) that the amount of this invoice is due.

CONTRACTOR: By: _____ **Date:** _____
(Officer, General Partner, or Owner)

Note: Payment will be made for only those costs which are included as part of the Original Contract amount or for which a Change Order has been issued by Erickson Construction L.L.C. Please provide a list of any outstanding claims for additional costs or pending extras.

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	\$
PROGRESS BILLING	\$
RETAINAGE HELD	\$
TOTAL AMOUNT DUE	\$
PROJECT NUMBER	517EC10
COST CODE #	48400-154000
APPROVED BY	_____
APPROVED DATE	_____

FINAL PAYMENT	
PUNCH LIST COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
WARRANTY COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
ATTIC STOCK DELIVERED	<input type="checkbox"/> YES <input type="checkbox"/> NO
O&M (CLOSEOUT BOOK -DEL)	<input type="checkbox"/> YES <input type="checkbox"/> NO
CHANGE ORDERS COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	_____
REVIEWED BY	_____

EXHIBIT "E1" & "F1"
Instructions for Exhibits E & F

Subcontractors/Suppliers shall submit attached Partial Release of Liens (Exhibit E) and Final Release of Liens (Exhibit F) for payment processing to:

ERICKSON CONSTRUCTION, L.L.C.
Corporate Office
991 Corporate Blvd
Linthicum Heights, Maryland 21090
Attn: Contract Administrator

EXHIBIT E - PARTIAL RELEASE OF LIENS

The attached Partial Release of Liens (Exhibit E) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/ Proprietor with Original Signatures, Notarized, and must be in our office at the above address no later than the last day of the month.

If your Partial Release of Liens (Exhibit E) is not fully executed and received on a timely basis, i.e. no later than the last day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EXHIBIT F - FINAL RELEASE OF LIENS

The attached Final Release of Liens (Exhibit F) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/Proprietary with original signatures, Notarized, and must be in our office at the above address no later than the last day of the month or at issuance of Final Payment. **No Final Payments will be issued until Final Release of Liens is in hand.**

EXHIBIT "E"

Partial Lien Waiver

STATE OF ILLINOIS)

) SS

COUNTY OF LAKE)

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 of which is hereby acknowledged, do(es), to the fullest extent permitted by law, hereby waive and release 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 money, funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, to this date only, by the undersigned for the above-described premises.

DATED: _____ COMPANY: _____
ADDRESS: _____

SIGNATURE AND TITLE: _____

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

CONTRACTOR'S AFFIDAVIT

To Whom It May Concern:

THE undersigned, being duly sworn, deposes and says that he is _____ of the _____ (name of company) 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 subcontracts 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:

<u>NAMES</u>	<u>WHAT FOR</u>	<u>CONTRACT PRICE</u>	<u>AMOUNT PAID</u>	<u>THIS PAYMENT</u>	<u>BALANCE</u>

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 or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 200__. Signature: _____

Subscribed and sworn to before me this _____ day of _____, 200__.

Signature: _____

EXHIBIT "F"

Final Lien Waiver

STATE OF ILLINOIS)

) SS

COUNTY OF LAKE)

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 of which is hereby acknowledged, do(es) hereby waive and release 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 money, funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, or which maybe furnished at any time hereafter, by the undersigned for the above-described premises.

DATED: _____ COMPANY: _____
ADDRESS: _____

SIGNATURE AND TITLE: _____

Note: All waivers must be for the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner.

CONTRACTOR'S AFFIDAVIT

To Whom It May Concern:

THE undersigned, being duly sworn, deposes and says that he is _____ of the _____ (name of company) who is the contractor for the _____ work on the building located at _____ owned by _____

The undersigned, for and in consideration and upon payment in seven business day, of the sum of _____ Dollars (\$ _____), and other good and valuable consideration, does hereby certify that the work referred to on the reverse side has been fully performed to the customer's full satisfaction. Furthermore, to the extent permitted by law, the undersigned, does 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 the mechanics' and/or materialmen's liens, with respect to and on Premises, and on other material, fixtures, goods, apparatus or machinery furnished, on account of labor, services, materials, fixtures, goods, apparatus or machinery, furnished to this date only by the undersigned, for the Premises, without prejudice to assert any right of lien as to future delivery, performance or furnishing.

<u>NAMES</u>	<u>WHAT FOR</u>	<u>CONTRACT PRICE</u>	<u>AMOUNT PAID</u>	<u>THIS PAYMENT</u>	<u>BALANCE</u>

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 or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 200__ Signature: _____

Subscribed and sworn to before me this _____ day of _____, 200__

Signature: _____

EXHIBIT "G1"
Instructions for Exhibit "G"

ERICKSON CONSTRUCTION, LLC.

Corporate Office
991 Corporate Blvd.
Linthicum, Maryland 21090
Attn: Accounts Payable Clerk

EXHIBIT G - VENDOR/TEIR SUBCONTRACTOR LIST

The attached Vendor/Tier Subcontractor List (Exhibit G) from must be fully completed, properly executed by authorized Corporate Officer or Owner/Proprietor with Original Signatures, Notarized and must be in our office at the above address no later than the 20th day of the month.

If you Vendor/Tier Subcontractor list (Exhibit G) is not fully executed and received on a timely basis, i.e. no later that the 20th day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EXHIBIT "G"

Vendor/Tier Subcontractor List

Please identify below on the spaces provided the names of all tier subcontractors and/or vendors who will supply materials and/or services whose value will exceed \$1,000.00 to the referenced project, the contact person, addresses and telephone numbers for each.

Company Name Holian Insulation
Contact Dennis Holian
Address 7504 Meyer Rd., Spring Grove, IL 60081
Telephone (815) 675-6681
Fax (815) 675-6361

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

EXHIBIT "P"

Payment Bond

AIA Document A312 – Electronic Format

- Subcontractor must include the name of the Owner and Lender as Dual Oblige.
- Subcontractor may provide this information in the form of a Dual Oblige Rider.
- Two original copies of all bonds are required and should be forwarded to the Corporate Office located at: 991 Corporate Blvd., Linthicum, MD 21090.

EXHIBIT "J"

Performance Bond

AIA Document A312 – Electronic Format

- Subcontractor must include the name of the Owner and Lender as Dual Oblige.
- Subcontractor may provide this information in the form of a Dual Oblige Rider.
- Two original copies of all bonds are required and should be forwarded to the Corporate Office located at: 991 Corporate Blvd., Linthicum, MD 21090.

Exhibit "D.1"
Instructions for "Exhibit D"

Subcontractors/Suppliers shall submit attached Application and Certificate for Payment (Exhibit D) for payment processing to:

ERICKSON CONSTRUCTION, L.L.C.
20 Riverside Rd.
Lincolnshire, IL, 60069

ATTN: Project Manager, Pete Szpak

Your application for payment, using the attached Application and Certificate for Payment (Exhibit D) form, must be fully completed, and must be in our office at the above address *no later than the 20th of the month.*

If your Application and Certificate for Payment is not fully completed and received in our office, at the above address *by the 20th of the month*, your payment will be delayed until the following months payment cycle.

EXHIBIT "E1" & "F1"
Instructions for Exhibits E & F

Subcontractors/Suppliers shall submit attached Partial Release of Liens (Exhibit E) and Final Release of Liens (Exhibit F) for payment processing to:

ERICKSON CONSTRUCTION, L.L.C.
Corporate Office
991 Corporate Blvd
Linthicum Heights, Maryland 21090
Attn: Contract Administrator

EXHIBIT E - PARTIAL RELEASE OF LIENS

The attached Partial Release of Liens (Exhibit E) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/ Proprietor with Original Signatures, Notarized, and must be in our office at the above address no later than the last day of the month.

If your Partial Release of Liens (Exhibit E) is not fully executed and received on a timely basis, i.e. no later than the last day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EXHIBIT F - FINAL RELEASE OF LIENS

The attached Final Release of Liens (Exhibit F) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/Proprietary with original signatures, Notarized, and must be in our office at the above address no later than the last day of the month or at issuance of Final Payment. **No Final Payments will be issued until Final Release of Liens is in hand.**

Contract Number: 4

10.1.6. Subcontractor shall pay all claimants for all costs and expenses resulting from the performance of the Work and for all labor and materials used. Subcontractor is liable for and shall hold Contractor and Owner harmless from and indemnify Contractor and Owner for all court costs, attorney's fees and damages resulting from claims by sub-subcontractors and Subcontractor's suppliers and all liens and all claims of persons furnishing material or labor on behalf of Subcontractor in connection with the Work. Subcontractor shall deliver to Contractor with each application for payment recordable affidavits and lien releases or waivers acceptable to Contractor from Subcontractor and Subcontractor's sub-subcontractors and suppliers. In the event any person or entity claiming by, through or under Subcontractor notifies Contractor of any non-payment or seeks to encumber funds held by Contractor and payable to Subcontractor or files a lien or other claim against the Project, or Contractor's interest therein, Subcontractor shall within three (3) days notify Contractor if Subcontractor disputes such claim. If at any time a lien has been filed against Contractor, the Owner, the Project or any sums held by Contractor by any person or entity claiming through Subcontractor, Subcontractor shall, within seven (7) days of receipt of notice of such lien pay the claim and cause the lien to be released or shall file a bond in lieu of the payment of such lien and shall cause the lien to be released from the project.

10.1.7. Notwithstanding the foregoing, if such lien or claim is due solely to sums wrongfully held by Contractor, Subcontractor shall not have any obligation to hold harmless or indemnify Contractor against such lien or claim.

10.2. PROGRESS PAYMENTS. Subject to the provisions of the Subcontract, the amount of each progress payment shall be computed as follows:

10.2.1. Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor;

10.2.2. Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved in advance in writing by the Owner, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's Application for Payment;

10.2.3. Subtract the aggregate of previous payments made by the Contractor; and

10.2.4. Subtract amounts, if any, calculated under Subparagraph 10.2.1 or 10.2.2 which are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a Certificate of Payment for a cause which is the fault of the Subcontractor or Subcontractor's sub-subcontractors.

10.2.5. All periodic payments by Contractor shall be subject to a retainage, to be held by Contractor, of ten percent (10%) of the amount billed by Subcontractor. To the extent approved or permitted by Owner and any lender providing financing for all or any part of the Work, and if Subcontractor is in compliance with the terms of the Subcontract, the aggregate amount of the retainage, subject to offset for defects and deficiencies, shall be reduced to five percent (5%) upon the Work achieving fifty percent (50%) completion and acceptance thereof by Contractor and Owner. No periodic payment by Contractor shall be deemed to constitute acceptance of any faulty or defective Work.

10.3. STORED MATERIALS. Notwithstanding the provisions of Subsection 10.2., payment for stored materials may be conditioned on delivery to the Owner of bills of sale (which shall include a complete description, including photographs, bills of lading, serial numbers, warehouse receipts and/or inventories, as appropriate for Owner to identify the stored materials) and such other procedures satisfactory to Owner to establish the Owner's title and to insure and otherwise protect the Owner's interest in and to such stored materials, unless requested otherwise by Contractor. Subcontractor shall schedule the materials to prevent the arrival of major items well in advance of their incorporation into the improvements.

10.4. SUBSTANTIAL COMPLETION. When the Work or a designated portion thereof is substantially complete in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within thirty (30) days following issuance by the Owner of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Work withheld in accordance with the Certificate of Payment to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's work covered by the Certificate of Payment.

11. FINAL PAYMENT.

11.1. TIME. Subject to the provisions of Section 10.4, final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Work is fully performed in accordance with the

Contract Number: 4
assume any of Subcontractor's outstanding obligations thereunder.

8.5. ASSIGNMENT OF THE SUBCONTRACT.

8.5.1. In the event of termination of the Prime Contract by the Owner, the Contractor may assign this Subcontract to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract.

~~8.5.2. The Subcontractor shall not assign this Subcontract without the written consent of the Contractor, nor subcontract the whole or any portion of this Subcontract without the written consent of the Contractor.~~

9. MUTUAL RIGHTS AND RESPONSIBILITIES.

The Contractor and Subcontractor shall be mutually bound by the terms of this Subcontract and, to the extent that provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under the Prime Contract, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under the Prime Contract, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor which the Owner, under the Prime Contract, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor which the Contractor, under the Prime Contract, has against the Owner, insofar as applicable to this Subcontract. Where a provision of the Prime Contract is inconsistent with a provision of this Subcontract, this Subcontract shall govern.

10. PROGRESS PAYMENTS.

10.1. APPLICATIONS FOR PAYMENT.

SUBCONTRACTOR SHALL SUBMIT ALL REQUISITIONS AND APPLICATIONS FOR PAYMENT FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC; Pete Szpak 20 Riverside Rd., Lincolnshire, IL, 60069 OR TO SUCH OTHER ADDRESS AS CONTRACTOR MAY DIRECT.

10.1.1. Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Owner, and Certificates for Payment issued by the Owner, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract. Each application for payment shall be in the form attached hereto as Exhibit D, or such other form as may otherwise be requested by Owner, and must include a Partial Release of Liens in either the form attached hereto as Exhibit E, or such other form as may otherwise be requested by Owner, and with such detail substantiating Subcontractors right to payment. With each application for payment, Owner will require a Sworn Statement in compliance with Illinois Mechanics Lien Statute, 770 ILCS 60/5 and lien waivers and releases valid under Illinois law in the form attached hereto as Exhibit E or Exhibit F, as applicable, or such other form as may otherwise be requested by Owner.

10.1.2. The period covered by each application for payment submitted by Subcontractor shall be one (1) calendar month ending on the last day of the calendar month. Each application for payment must be based on actual work performed by or under Subcontractor through the 19th day of the month, and the reasonably estimated work to be performed by or under Subcontractor during the balance of the month.

10.1.3. Provided an application for payment is received by the Contractor not later than the 20th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Owner. Subcontractor's progress payments shall be due and payable within ten (10) working days after the Contractor receives payment for the Subcontractor's Work from the Owner. If the Owner or Architect fails to issue a Certificate for Payment or the Owner fails to pay Contractor for Subcontractor's Work within forty-five (45) days following the applicable Application for Payment, and such failure is not the fault of the Subcontractor or Subcontractor's sub-subcontractors, the Contractor shall pay the Subcontractor, within ten (10) days following demand, a progress payment computed as provided in Section 10.2 of this Subcontract. Notwithstanding the foregoing, payments to Subcontractor may be withheld on account of (i) defective Work not remedied, (ii) claims filed, (iii) damage to Contractor or another subcontractor or (iv) failure to carry out the Work in accordance with the Subcontract.

10.1.4. If an application for payment is received by the Contractor on or after the 21st day of any calendar month, the Subcontractor's Work covered by such application shall be included by the Contractor in the next Application for Payment submitted to the Owner.

10.1.5. Each application for payment shall be based upon the most recent schedule of values approved by the Contractor in accordance with Section 4.4 of this Subcontract. Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Subcontractor's application for payment.

Contract Number: 4

12.2. **WAIVERS OF SUBROGATION.** The Contractor and Subcontractor waive all rights against (1) each other and any of their Subcontractors, sub-subcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, agents, employees, officers, members and directors, for damages caused by fire or other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

12.3. The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

12.4. **Performance Bond and Payment Bond:**

Bond Required for the payment and performance bonds. All bonds must be in the AIA312 format or equal. Cost of bond is on bonding company's invoice at standard rates. Subcontractor must include the names of the Owner and Lender on all bonds as a dual obligee. Subcontractor can provide this information through a dual obligee rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

Unless waived by Contractor in this Subsection 12.4, prior to the commencement of the Work, Subcontractor shall pay for and deliver to Owner acceptable, statutory payment and performance bonds in the full amount of the Subcontract sum issued by a surety acceptable to Owner.

13. **SETTLEMENT OF DISPUTES.**

13.1. In the event of any dispute involving the Work performed or to be performed, Contractor shall issue a decision which shall be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with such decision, Subcontractor may make a claim under Section 7.3. and the matter shall be resolved as set forth in Article 13.2. or 13.3. as applicable. If the Subcontractor prevails, Subcontractor's sole remedy shall be an equitable adjustment determined as provided in Section 13.2. or 13.3. as applicable. In addition to notice required by Article 9 or the Subcontract Documents, notification of any claim for the equitable adjustment must be asserted in writing not later than ten (10) days after Subcontractor's knowledge of the claim, and if Section 13.2. is applicable, within sufficient time to allow Contractor to give notice to the Owner under the Subcontract Documents.

13.2. In case of any dispute between Contractor and Subcontractor, in any way relating to or arising from any act or omission of the Owner or involving the Subcontract Documents, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner, by the terms of the Subcontract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Subcontract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Subcontract Documents allowing a reasonable time for Contractor to analyze and forward to the Owner any required communications or documentation. Contractor will, at its option, (1) present to the Owner, in Contractor's name, or (2) authorize Subcontractor to present to the Owner, in Contractor's name, all of Subcontractor's claims and answer the Owner's claims involving Subcontractor's Work, whenever Contractor is permitted to do so by the terms of the Subcontract Documents. Contractor will further invoke on behalf of Subcontractor, or allow Subcontractor to invoke, those provisions in the Subcontract Documents for determining disputes. If such dispute is prosecuted or defended by Contractor, Subcontractor, at its own expense, agrees to furnish all documents, statements, witnesses, and other information required by Contractor and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute including attorneys' fees and court costs.

13.3. To the extent not resolved under Section 13.2 above, any dispute between Contractor and Subcontractor shall, at Contractor's sole option, be decided by litigation. In the event of any lawsuit under this clause, the Courts of Illinois shall have sole and exclusive jurisdiction. **DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY.**

14. **MISCELLANEOUS PROVISIONS.**

14.1. **GENERAL CONDITIONS.** Where reference is made in this Agreement to a provision of the General Conditions or another Subcontract Document, the reference refers to that provision as expressly amended or supplemented by other provisions of the Subcontract Documents.

EXHIBIT "I"

Payment Bond

AIA Document A312 – Electronic Format

- Subcontractor must include the name of the Owner and Lender as Dual Oblige.
- Subcontractor may provide this information in the form of a Dual Oblige Rider.
- Two original copies of all bonds are required and should be forwarded to the Corporate Office located at: 991 Corporate Blvd., Linthicum, MD 21090.

EXHIBIT "J"

Performance Bond

AIA Document A312 – Electronic Format

- Subcontractor must include the name of the Owner and Lender as Dual Oblige.
- Subcontractor may provide this information in the form of a Dual Oblige Rider.
- Two original copies of all bonds are required and should be forwarded to the Corporate Office located at: 991 Corporate Blvd., Linthicum, MD 21090.



Erickson construction, LLC

Contract Change Order

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.
Lincolnshire, IL 60069

Change Order Number: 04-001

From: Kelly Wright
Sedgebrook Renaissance Gardens
1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.
1075 Alexander Court
Cary, IL, 60013
(847) 462-1020x

Date: 09/03/2008

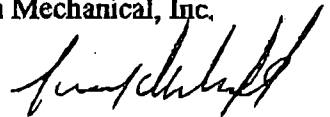
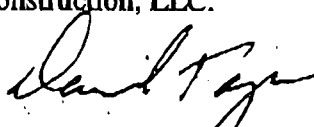
Cost Code: 154000-48400

Contract For: Plumbing Contract (Sub)

Description: Sherman - Reset Valve per direction of Erickson Construction and Sherman
AWA#4278.

Name	Cost
AWA#4278	314.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$0.00
This CCO:	\$314.00
Total Contract:	\$1,795,314.00

Sherman Mechanical, Inc.	Erickson Construction, LLC.
Signed: 	Signed: 
By: TERRY SUTCLIFFE VP	By: David Tague, VP Construction
Date: 11-25-2008	Date: 12/19/08

Erickson

construction, LLC

Contract Change Order

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.
Lincolnshire, IL 60069

Change Order Number: 04-002

From: Kelly Wright
Sedgebrook Renaissance Gardens 1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.
1075 Alexander Court
Cary, IL, 60013
(847) 462-1020

Date: 09/22/2008

Cost Code: 154000-48400

Contract For: Plumbing Contract (Sub)

Description: Provide all labor, equipment and material to furnish and install one 30' trench drain at the loading dock including submitting product data for A/E approval.

Name	Cost
Add trench Drain	\$10,087.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$314.00
This CCO:	\$10,087.00
Total Contract:	\$1,805,401.00

Sherman Mechanical, Inc.

Signed:

By: Jerry Sutcliffe, Vice President

Date:

Erickson Construction, LLC.

Signed:

By: David Tague, Vice President

Date:



Erickson

construction, LLC

Contract Change Order

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.
Lincolnshire, IL 60069

Change Order Number: 04-003

From: Kelly Wright
Sedgebrook Renaissance Gardens
1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.
1075 Alexander Court
Cary, IL, 60013
(847) 462-1020x

Date: 10/08/2008

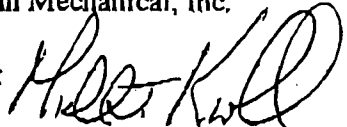
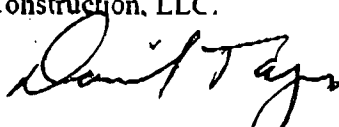
Cost Code: 154000-48400

Contract For: Plumbing Contract (Sub)

Description: EC-PC 032: Add hallway shut-offs per IDPH

Name	Cost
Add hallway shut-offs per IDPH, Sherman CO 13	41611.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$10,401.00
This CCO:	\$41,611.00
Total Contract:	\$1,847,012.00

Sherman Mechanical, Inc.	Erickson Construction, LLC.
Signed: 	Signed: 
By: Michael J. Kivland, Vice President	By: David Tague, Vice President of Construction
Date: 10/10/08	Date: 10/22/08

Erickson

construction, LLC

Contract Change Order

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.
Lincolnshire, IL 60069

Change Order Number: 04-004

From: Kelly Wright
Sedgebrook Renaissance Gardens
1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.

1075 Alexander Court

Cary, IL, 60013
(847) 462-1020x

Date: 10/08/2008

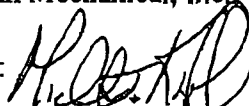
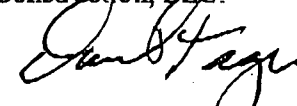
Cost Code: 154000-48400

Contract For: Plumbing Contract (Sub)

Description: EC-PC 027: RFI 029 - Piping for open site drains

Name	Cost
RFI 029, Sherman CO 2	14322.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$52,012.00
This CCO:	\$14,322.00
Total Contract:	\$1,861,334.00

Sherman Mechanical, Inc.	Erickson Construction, LLC
Signed: 	Signed: 
By: Michael J. Kivland, Vice President	By: David Tague, Vice President of Construction
Date: 10/10/08	Date: 10/22/08

Erickson

construction, LLC

Contract Change Order

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.
Lincolnshire, IL 60069

Change Order Number: 04-005

From: Kelly Wright
Sedgebrook Renaissance Gardens
1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

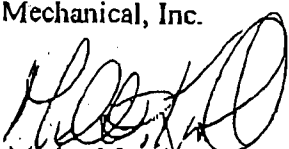
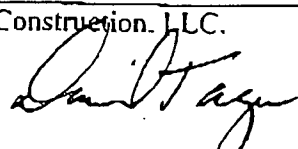
To: Michael J. Kivland
Sherman Mechanical, Inc.
1075 Alexander Court
Cary, IL, 60013
(847) 462-1020x

Date: 10/08/2008
Contract For: Plumbing Contract (Sub)
Description: EC-PC 003: ASI No. 01 - Gas Piping for MY

Cost Code: 154000-48400

Name	Cost
EC ASI 01, Sherman CO 6	8853.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$66,334.00
This CCO:	\$8,853.00
Total Contract:	\$1,870,187.00

Sherman Mechanical, Inc.	Erickson Construction, LLC.
Signed: 	Signed: 
By: Michael J. Kivland, Vice President	By: David Tague, Vice President of Construction
Date: 10/10/08	Date: 10/22/08

CCO Tracking

- ☒ Sub CCO Issued _____
☐ Entered in EW _____
☒ Sent to DT 10/27 _____
☐ Entered in EW _____
☐ Scan to Finance _____

Erickson

construction, LLC

Contract Change Order

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.
Lincolnshire, IL 60069

Change Order Number: 04-006

From: Kelly Wright
Sedgebrook Renaissance Gardens
1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.

1075 Alexander Court

Cary, IL, 60013
(847) 462-1020x

Date: 10/15/2008
Contract For: Plumbing Contract (Sub)
Description: EC-PC 006: ASI 4 dated 02/12/08

Cost Code: 154000-48400

Name	Cost
ASI 4	1973.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$75,187.00
This CCO:	\$1,973.00
Total Contract:	\$1,872,160.00

Sherman Mechanical, Inc.

Signed: 

By: Michael J. Kivland, President

Date: 10/15/08

Erickson Construction, LLC

Signed: 

By: David Tague, Vice President of
Construction

Date: 11/18/08

Erickson Construction, LLC
Sedgebrook

Erickson

construction, LLC

OCT 30 2008

Received

Contract Change Order

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.
Lincolnshire, IL 60069

Change Order Number: 04-007

From: Kelly Wright
Sedgebrook Renaissance Gardens
1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.

1075 Alexander Court

Cary, IL, 60013
(847) 462-1020x

Date: 10/16/2008

Cost Code: 154000-48400

Contract For: Plumbing Contract (Sub)

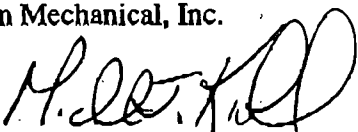
Description: EC-PC #14 - ASI #8 - dated 4/22/08 - Delete Booster Pump

Name	Cost
ASI#8 - Delete Booster Pump	-\$28,826.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$77,160.00
This CCO:	\$-28,826.00
Total Contract:	\$1,843,334.00

Sherman Mechanical, Inc.

Signed:



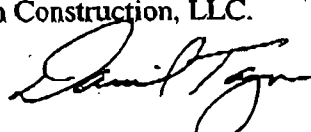
By: Michael Kivland, Vice President

Date:

10/27/08

Erickson Construction, LLC.

Signed:

By: David Tague, VP of
Construction

Date:

11/18/08

Erickson construction, LLC

Contract Change Order

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.
Lincolnshire, IL 60069

Change Order Number: 04-008

From: Pete Szpak
Sedgebrook Renaissance Gardens
1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.
1075 Alexander Court
Cary, IL, 60013
(847) 462-1020x

Date: 11/12/2008

Cost Code: 154000-48400

Contract For: Plumbing Contract (Sub)

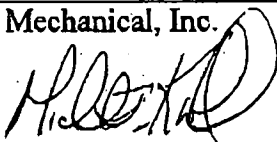
Description: Sherman Mechanical - T&M Work Orders # 4280 & 4611

Name	Cost
Sherman WO#4611 - Repipe Due to Layout Changes	\$3,391.00
Sherman WO#4280 - Dig Gas Line	\$546.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$-20,447.00
This CCO:	\$3,937.00
Total Contract:	\$1,778,490.00

Sherman Mechanical, Inc.

Signed:

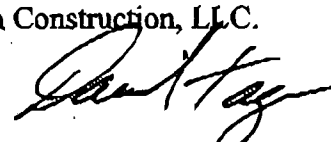


By: Michael J. Kivland, President

Date:

Erickson Construction, LLC.

Signed:



By: David Tague, VP of
Construction

Date:

2/19/09

Erickson construction, LLC

CCO Tracking

Sub CCO Issued _____

Entered in F.W. _____

Sent to DT _____

Entered in EW 2-19-09

Scan to Finance WAL**Contract Change Order**

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.

Change Order Number: 04-009
Lincolnshire, IL 60069

From: Pete Szpak
Sedgebrook Renaissance Gardens 1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.
1075 Alexander Court
Cary, IL, 60013

Date: 11/12/2008

Cost Code: 154000-48400

Contract For: Plumbing Contract (Sub)

Description: Sherman Mechanical - Subcontract Alternates per Exhibit B items 80.b as modified per Sherman Mech. letter dated 1/15/08 for partial cast iron, 80.c and 80.d as modified per 10/13/08 email from Jim Lloyd to include on site hauling of spoils.

Name	Cost
Exhibit B, item 80.d - adjusted to include on site hauling of spoils	\$-18,000.00
Exhibit B, item 80.b - adjusted for cast iron below slab	\$-48,300.00
Exhibit B, item 80.c - delete water main	\$-2,500.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$52,290.00
This CCO:	\$-68,800.00
Total Contract:	\$1,778,490.00

Sherman Mechanical, Inc.

Signed: 

By: Michael J. Kivland, President

Date:

Erickson Construction, LLC.

Signed: 

By: David Tague, Vice President

Date: 2/19/09

Erickson

construction, LLC

Contract Change Order

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.
Lincolnshire, IL 60069

Change Order Number: 04-010

From: Pete Szpak
Sedgebrook Renaissance Gardens
1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.

1075 Alexander Court

Cary, IL, 60013
(847) 462-1020x

Date: 11/12/2008

Cost Code: 154000-48400

Contract For: Plumbing Contract (Sub)

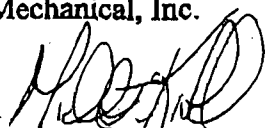
Description: Revise medicine cab. at Rm 1112 per WO #4279; Substitute sweated ball valves ILO threaded; Revise layout of back to back toilets per Sherman proposal dated 8/26/08

Name	Cost
Sherman WO#4279 - Move pipes in 1112	\$347.00
Revise back to back toilet layout	\$2,313.00
Substitute sweated ball valves ILO threaded	\$-2,641.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$-16,529.00
This CCO:	\$19.00
Total Contract:	\$1,778,490.00

Sherman Mechanical, Inc.

Signed:



By: Michael J. Kivland, President

Date:

Erickson Construction, LLC.

Signed:



By: David Tague, VP of
Construction

Date:

2/19/09

Erickson

construction, LLC

Contract Change Order 04-011

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.
Lincolnshire, IL 60069

Change Order Number: 04-011

From: Pete Szpak
Sedgebrook Renaissance Gardens 1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.
1075 Alexander Court
Cary, IL, 60013
(847) 462-1020

Date: 02/23/2009

Cost Code: 154000-48400

Contract For: Plumbing Contract (Sub)

Description: Provide all labor equipment and materials to change to L shaped shower grab bars as directed by WRT in October 2008. This includes all repairs to the fiberglass showers including buffing the finish.

Name	Cost
Shower Grab Bars	\$7,214.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$-16,510.00
This CCO:	\$7,214.00
Total Contract:	\$1,785,704.00

Sherman Mechanical, Inc.

Signed:

David H. Kerrigan

David H. Kerrigan, CEO

By:

~~Mike Kivland, President~~

Date:

2/23/09

Erickson Construction, LLC.

Signed:

David Tague

By:

David Tague, Vice President

Date:

3/2/09



Erickson

construction, LLC

FEB 24 2009

Contract Change Order 04-012

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.
Lincolnshire, IL 60069

Change Order Number: 04-012

From: Pete Szpak
Sedgebrook Renaissance Gardens 1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.
1075 Alexander Court
Cary, IL, 60013
(847) 462-1020x

Date: 02/23/2009

Cost Code: 154000-48400

Contract For: Plumbing Contract (Sub)

Description: Provide all labor equipment and materials to make changes to the Plumbing per ASI # 20 dated 01/30/09, as prepared by WRT. This includes concrete saw cutting and insulation. This excludes concrete patching of the floors. This change order does not change the project schedule.

Name	Cost
ASI # 20	\$5,795.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$-9,296.00
This CCO:	\$5,795.00
Total Contract:	\$1,791,499.00

Sherman Mechanical, Inc.	Erickson Construction, LLC.
Signed: <i>David H. Kerrigan</i>	Signed: <i>David Tague</i>
David H. Kerrigan, CEO	David Tague, Vice President
By: Mike Kivland, President	By: David Tague, Vice President
Date: 2/23/09	Date: 2/23/09

PC#079

CCO Tracking

- ☒ Sub CCO Issued 2.23.09
☒ Entered in EW
☐ Sent to DT
☐ Entered in EW
☐ Scan to Finance



Erickson

construction, LLC

FEB 24 2009

Contract Change Order 04-013

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.
Lincolnshire, IL 60069

Change Order Number: 04-013

From: Pete Szpak
Sedgebrook Renaissance Gardens 1.0
Erickson Construction, LLC
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.
1075 Alexander Court
Cary, IL, 60013
(847) 462-1020

Date: 02/23/2009

Cost Code: 154000-48400

Contract For: Plumbing Contract (Sub)

Description: Provide all labor equipment and materials to add mixing valves in rooms 1092, 1093, 1094, 1082 and trash room 1087 not shown on ASI #4 dated 02/12/08, as prepared by WRT. These valves were required by the IDPH inspector. This change order does not change the project schedule.

Name	Cost
Add mixing valves	\$5,796.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$-3,501.00
This CCO:	\$5,796.00
Total Contract:	\$1,797,295.00

Sherman Mechanical, Inc.

Signed:

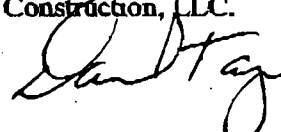

David H. Kerrigan, CEOBy: ~~Mike Kivland, President~~

Date:

2/23/09

Erickson Construction, LLC.

Signed:



By: David Tague, Vice President

Date:

2/2/09

Erickson

construction, LLC

Contract Change Order

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.
Lincolnshire, IL 60069

Change Order Number: 04-014

From: Pete Szpak
Sedgebrook Renaissance Gardens
1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.

1075 Alexander Court

Cary, IL, 60013
(847) 462-1020x

Date: 04/01/2009

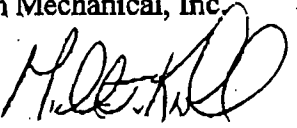
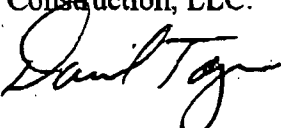
Cost Code: 154000-48400

Contract For: Plumbing Contract (Sub)

Description: Provide all labor equipment and materials to make changes to furnish and install water connection to the four refrigerators in Rooms # 1180, 1280, & 1380.

Name	Cost
Sherman Mechanical # 4131	\$1,199.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$2,295.00
This CCO:	\$1,199.00
Total Contract:	\$1,798,494.00

Sherman Mechanical, Inc.	Erickson Construction, LLC.
Signed: 	Signed: 
By: Michael J. Kivland, Vice President	By: David Tague, Vice President
Date: 4/7/09	Date: 4/7/09

Erickson construction, LLC

Contract Change Order 04-015

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.

Change Order Number: 04-015
Lincolnshire, IL 60069

From: Pete Szpak
Sedgebrook Renaissance Gardens 1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.
1075 Alexander Court
Cary, IL, 60013
(847) 462-1020x

Date: 04/08/2009


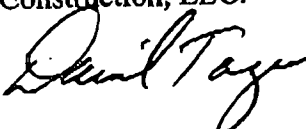
Cost Code: 154000-48400

Contract For: Plumbing Contract (Sub)

Description: Provide all labor, material and equipment to make changes to the Plumbing Systems as follows: ASI # 04 as prepared by WRT dated 02/12/08 added a dedicated recirculation pump to the 140 degree domestic water system. ASI # 04 did not address connecting this pump to the FMC system. GHT response to RFI # 222 dated 03/04/09 clarified this issue.

Name	Cost
Add Sensor well on 140 degree line per GHT response to RFI # 222 dated 03/04/09	\$1,752.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$3,494.00
This CCO:	\$1,752.00
Total Contract:	\$1,800,246.00

Sherman Mechanical, Inc.	Erickson Construction, LLC.
Signed: 	Signed: 
By: Mike Kivland, Vice President	By: David Tague, Vice President
Date: 4/15/09	Date: 4/27/09



Erickson

construction, LLC

Contract Change Order

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.
Lincolnshire, IL 60069

Change Order Number: 04-016

From: Pete Szpak
Sedgebrook Renaissance Gardens
1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.

1075 Alexander Court

Cary, IL, 60013
(847) 462-1020x

Date: 04/08/2009

Cost Code: 154000-48400

Contract For: Plumbing Contract (Sub)

Description: Provide all labor, material and equipment to remove and replace the broken 19" round Galaxy drop in Lav in the mens room (1092) damaged by unknown.

Name	Cost
EWO #4814	\$143.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$5,246.00
This CCO:	\$143.00
Total Contract:	\$1,800,389.00

Sherman Mechanical, Inc.

Signed:



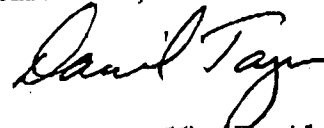
By: Michael Kivland, Vice President

Date:

4/15/09

Erickson Construction, LLC.

Signed:



By: David Tague, Vice President

Date:

4/27/09

Erickson

construction, LLC

Contract Change Order

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.
Lincolnshire, IL 60069

Change Order Number: 04-017

From: Pete Szpak
Sedgebrook Renaissance Gardens
1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.

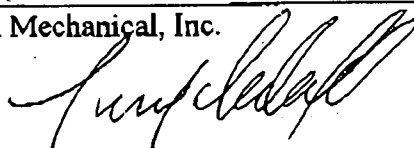
1075 Alexander Court

Cary, IL, 60013
(847) 462-1020x

Date: 05/26/2009 Cost Code: 154000-48400
Contract For: Plumbing Contract (Sub)
Description: Provide all labor, equipment and materials to install cold water to tempering
drains for dishwashers in pantries on floors 1,2 and per GHT response to RFI #
211 dated 02/09/09.

Name	Cost
Sherman Mechanical, Inc.	\$1,219.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$5,389.00
This CCO:	\$1,219.00
Total Contract:	\$1,801,608.00

Sherman Mechanical, Inc.	Erickson Construction, LLC.
Signed: 	Signed:
By: Jerry Sutcliffe, Vice President	By: David Tague, Vice President
Date: 5-28-09	Date:

Erickson

construction, LLC

Contract Change Order

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.
Lincolnshire, IL 60069

Change Order Number: 04-018

From: James G. Richards
Sedgebrook Renaissance Gardens
1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.
1075 Alexander Court
Cary, IL, 60013
(847) 462-1020x

Date: 06/12/2009

Cost Code: 154000-48400

Contract For: Plumbing Contract (Sub)

Description: Provide all labor, equipment and material to replace two faucets to handsinks in the main Kitchen as Boetler provided the wrong faucet. Return removed faucets to Ownership.

Name	Cost
Sherman Mechanical Inc. 02 04 09	\$220.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$6,608.00
This CCO:	\$220.00
Total Contract:	\$1,801,828.00

Sherman Mechanical, Inc.

Signed:

By: Michael J. Kivland, Vice President

Date:

Erickson Construction, LLC.

Signed:

By: David Tague, Vice President

Date:



Erickson

construction, LLC

Contract Change Order 04-019

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.

Change Order Number: 04-019
Lincolnshire, IL 60069

From: James G. Richards
Sedgebrook Renaissance Gardens 1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.
1075 Alexander Court
Cary, IL, 60013
(847) 462-1020x

Date: 06/16/2009

Cost Code: 154000-48400

Contract For: Plumbing Contract (Sub)

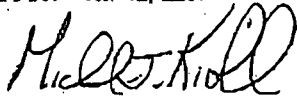
Description: Provide all labor, equipment and material to add three Ninjo units per GHT response to RFI #161 (and associated sketches) dated 10/14/09.

Name	Cost
Sherman Mechanical, Inc. 05/21/08	\$15,777.00
Sherman Mechanical, Inc. 08/05/09	\$8,309.00

Original Contract:	\$1,795,000.00
Previous CCO's:	\$6,828.00
This CCO:	\$24,086.00
Total Contract:	\$1,825,914.00

Sherman Mechanical, Inc.

Signed:



By: Michael J. Kivland, President
Date:

Erickson Construction, LLC

Signed:



By: David Tague, Vice President
Date:



Erickson construction, LLC

Contract Change Order 04-020

Project: Sedgebrook Renaissance Gardens 1.0
Project Address: 20 Riverside Rd.

Change Order Number: 04-020
Lincolnshire, IL 60069

From: James G. Richards
Sedgebrook Renaissance Gardens 1.0
Erickson Construction, LLC.
20 Riverside Rd.
Lincolnshire, IL, 60069

To: Michael J. Kivland
Sherman Mechanical, Inc.
1075 Alexander Court
Cary, IL, 60013

Date: 06/17/2009

Cost Code: 154000-48400

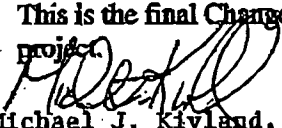

Contract For: Plumbing Contract (Sub)

Description: Provide all labor, equipment and material to perform additional plumbing work as follows:

Name	Cost
Sherman Mechanical Inc. EWO # 4277 - Saw cut the floor in basement kitchen for revised lay out of 12" floor sink, 8" floor sink and 4" clean out, including hand excavating, re-piping 4" cast iron pipe and back fill of ditches. This price includes 50% reduction from Sherman Mechanical, Inc.	\$1,378.00
Sherman Mechanical Inc. EWO # 4276 - Re-pipe the underground sanitary lines out of walk in freezer. This price includes 50% reduction from Sherman Mechanical, Inc.	\$790.00
Sherman Mechanical Inc. EWO # 4813 - Change the installed horizontal pumps provided by Lochinvar to new vertical pumps on domestic water heaters (B4D1, B4D2, B4D3 and B4D4). As directed by Lochinvar. This price includes 50% reduction from Sherman Mechanical, Inc.	\$758.00
Sherman Mechanical Inc. EWO # 4279 - Move the waste, vent and water pipe from exterior wall in Laundry Room 1178 as shown on the Contract Documents, to an inside wall as directed by WRT.	\$316.00
Sherman Mechanical Inc. EWO # 4812 - Remove the installed piping to the Armstrong mixing valve and re-pipe per the manufacturers directions. This price includes 50% reduction from Sherman Mechanical, Inc.	\$421.00

Sherman Mechanical Inc. EWO # 42612 - Re-pipe the eyewash in rooms 1161, 1261 and 1361 to meet code requirements. This price includes 50% reduction from Sherman Mechanical, Inc.	\$3,545.00
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Original Contract:	\$1,795,000.00
Previous CCO's:	\$30,914.00
This CCO:	\$7,208.00
Total Contract:	\$1,833,122.00

Sherman Mechanical, Inc. This is the final Change Order for this project. Signed:  Michael J. Kivland, President By: Jerry Sutcliffe, Vice President Date: 6/18/09	Erickson Construction, LLC. Signed:  By: David Tague, Vice President Date: 6/22/09
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**MECHANIC'S LIEN:
CLAIM**

STATE OF ILLINOIS

COUNTY OF Lake

SHERMAN MECHANICAL, INC.

CLAIMANT

-VS-

Lincolnshire Campus, LLC
Sedgebrook, Inc.Manufacturers and Traders Trust Company, as Bond Trustee
ERICKSON CONSTRUCTION, LLC

DEFENDANT(S)

Image# 044981310002 Type: LNM
Recorded: 07/07/2009 at 09:14:37 AM
Receipt#: 2009-00031841
Total Amt: \$39.00 Page 1 of 2
IL Rental Housing Fund: \$10.00
Lake County IL Recorder
Mary Ellen Vanderventer Recorder
File# 6493803

The claimant, SHERMAN MECHANICAL, INC. of Cary, IL 60013, County of McHenry, hereby files a claim for lien against ERICKSON CONSTRUCTION, LLC, contractor of 703 Maiden Choice Lane, Baltimore, State of MD and Lincolnshire Campus, LLC Chicago, IL 60604-1101 {hereinafter referred to as "owner(s)"} and Sedgebrook, Inc. Chicago, IL 60604-1101 Manufacturers and Traders Trust Company, as Bond Trustee Buffalo, NY 14203 {hereinafter referred to as "lender(s)"} and states:

That on or about 11/16/2007, the owner owned the following described land in the County of Lake, State of Illinois to wit:

Street Address: Renaissance Gardens @ Sedgebrook 20 Riverside Road Lincolnshire, IL:

A/K/A: Lot 1 in Sedgebrook Subdivision, being a subdivision of part of the Southeast 1/4 of Section 22 and of the Southwest 1/4 of Section 23 and of the Northwest 1/4 of Section 26 and of the Northeast 1/4 of Section 27, all in township 43 North, Range 11 East of the Third Principal Meridian in the County of Lake in the State of Illinois

A/K/A: TAX # 15-23-302-001; 15-22-406-001

and ERICKSON CONSTRUCTION, LLC was the owner's contractor for the improvement thereof. That on or about 11/16/2007, said contractor made a subcontract with the claimant to provide labor and material for plumbing for and in said improvement, and that on or about 05/15/2009 the claimant completed thereunder all that was required to be done by said contract.

The following amounts are due on said contract:

Contract	\$1,833,122.00
Extras/Change Orders	\$0.00
Credits	\$0.00
Payments	\$1,564,609.50

Total Balance Due \$268,512.50

leaving due, unpaid and owing to the claimant after allowing all credits, the sum of **Two Hundred Sixty-Eight Thousand Five Hundred Twelve and Five Tenths (\$268,512.50) Dollars**, for which, with interest, the Claimant claims a lien on said land, beneficial interests, if any, and improvements, and on the moneys or other considerations due or to become due from the owner under said contract.

To the extent permitted by law, all waivers of lien heretofore given by claimant, if any, in order to induce payment not received are hereby revoked. Acceptance of payment by claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this notice.

IN WITNESS WHEREOF, the undersigned has signed this instrument on June 23, 2009.

SHERMAN MECHANICAL INC.

BY: 
Michael Kivland President

Prepared By:

CONTRACTORS ADJUSTMENT CO.
570 Lake Cook Road, Suite 305
Deerfield, IL 60015

VERIFICATION

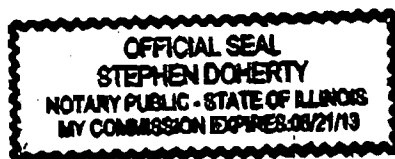
State of Illinois
County of McHenry

The affiant, Michael Kivland, being first duly sworn, on oath deposes and says that the affiant is President of the claimant, that the affiant has read the foregoing claim for lien and knows the contents thereof, and that all the statements therein contained are true.


Michael Kivland President

Subscribed and sworn to
before me this June 23, 2009.


Notary Public's Signature





MECHANIC'S LIEN:
CLAIM

STATE OF ILLINOIS

COUNTY OF Lake

SHERMAN MECHANICAL, INC.

CLAIMANT

-VS-

Lincolnshire Campus, LLC
Sedgebrook, Inc.
Manufacturers and Traders Trust Company, as Bond Trustee
ERICKSON CONSTRUCTION, LLC

DEFENDANT(S)

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A/K/A: TAX # 15-23-302-001; 15-22-406-001

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Total Amt: \$39.00 Page 1 of 2
IL Rental Housing Fund: \$10.00
Lake County IL Recorder
Mary Ellen Vanderventer Recorder
File **6493803**

OR

W
(2)

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Payments	\$1,564,609.50

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To the extent permitted by law, all waivers of lien heretofore given by claimant, if any, in order to induce payment not received are hereby revoked. Acceptance of payment by claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this notice.

IN WITNESS WHEREOF, the undersigned has signed this instrument on **June 23, 2009**.

SHERMAN MECHANICAL, INC.

BY: 

Michael Kivland, President

Prepared By:

CONTRACTORS ADJUSTMENT CO.

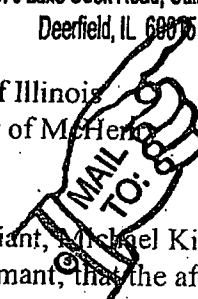
570 Lake Cook Road, Suite 305

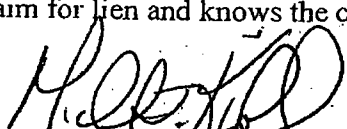
Deerfield, IL 60015

VERIFICATION

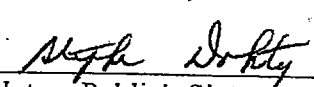
State of Illinois

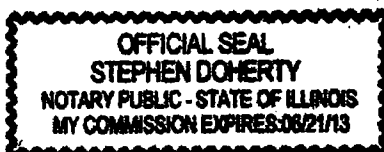
County of McHenry

The affiant, Michael Kivland, being first duly sworn, on oath deposes and says that the affiant is President of the claimant, that the affiant has read the foregoing claim for lien and knows the contents thereof; and that all the statements therein contained are true.


Michael Kivland, President

Subscribed and sworn to
before me this **June 23, 2009**.


Notary Public's Signature



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lc/bh //

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