REMODELING POLICIES AND PROCEDURES

RENOVATION / CONSTRUCTION "RULES OF THE PROJECT"

1. GENERAL ITEMS

1. INTRODUCTION

The following is a description of rules and procedures that must be followed by any Owners/ Agents for self-performed work or contractors working for the Owner or their Agents in The 2 East Erie Condominiums. Hereinafter, any Condominium Association's representatives such as but not limited to property management personnel, contractors and subcontractors will be referred to as "Association Agents". This information referred to "Rules of the Project" must be read prior to commencing construction so that all parties are familiar with the requirements and limitations that will affect condominium construction. These rules are subject to change at the discretion of the Condominium Association.

2. CONTACTS

In the event of any problems or questions, do not hesitate to contact The 2 East Erie Condominium Association (hereinafter referred to as the "Condominium Association"). Condominium Association designated Agents can be reached at 2 East Erie, Suite 1104, Chicago, Illinois 60611, Attention: Property Manager. The phone number is (312) 255/8700 and facsimile is (312) 255/8712.

3. COORDINATION

Owners and their contractors will coordinate their activities with association agents.

The owner or the contractor shall plan, coordinate, and execute work in such a way as to preserve the integrity of existing operating systems.

The Owner's Contractor shall plan, coordinate, and execute work in such a way as to preserve the integrity of existing operating systems of any component and at no time shall the requirement of the government authorities for occupancy of any component be jeopardized due to the Owner's Contractor's work.

4. RESTRICTION OF WORK

The owner must insure that work to be performed hereunder shall occur wholly within the Condominium Unit. The Owner's Contractor further agrees that all of the Owner's Contractor's mechanics' lien rights arising out of the work performed or materials or labor furnished shall attach solely to the Condominium Unit in which the work is performed, and the Owner's Contractor hereby waives and releases the right to lien the other Units, Common Areas, Parking Spaces, Limited Common Elements or any other portion of the Condominium Property for labor, materials and services furnished. The Owner's Contractor must agree to furnish to the Condominium Association's title insurer such indemnities, releases and waivers as may be required by it in order to enable title insurer to insure over mechanic's lien claims consistent with the provisions of this paragraph. The Owner's Contractor shall include the provisions of this paragraph in all subcontract agreements. The owner will be responsible for any liability caused by the contractor's failure to adhere to these requirements.

5. CONDOMINIUM ASSOCIATION RIGHTS

If, in the sole judgment of the Condominium Association, an emergency exists as a result of the

owner or contractor's work, which in the Condominium Association's opinion requires immediate corrective action, then the Condominium Association may, without notice to the owner's contractor, perform such corrective work or cause it to be performed by others. In such case any costs arising from such corrective work will charged to the owner.

The Condominium Association reserves the right of access to any part of the unit under renovation at any time, for the purpose of observation. The Owner/Contractor shall cooperate with the Condominium Association during the renovation process and allow the Condominium Association access for observation of any work.

All work to be performed by, or on behalf of, any Unit Owner must commence after all of Condominium Association's work is completed, punched out and accepted in writing by the respective Unit Owner.

2. PRE-CONSTRUCTION REQUIREMENTS

INSURANCE

The owner shall ensure, secure, pay for and maintain all required insurance in limits not less than those outlined in the insurance required section.

PERMITS, FEES AND NOTICES

The owner shall insure that the building permit and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work which is secured prior to the start of work.

The owner shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the work.

SUBMITTAL OF PLANS

The plans and specifications for all work to be performed must be submitted the Condominium Association for review prior to the commencement of any work on the Property. This submittal must be a minimum of 10 days prior to the commencement of work in order to allow sufficient time for Condominium(s) Association Agent review. If the work is complex, the Condominium Association may require additional time for review.

An initial review of plans will be provided at no charge to the owner. If further review is necessary including revisions or changes, an hourly architectural fee (at cost) shall be charged to the owner for review of the plans and specifications, if necessary.

CONSTRUCTION PLAN

The detailed plans and specifications initially submitted to the Condominium Associations shall include but not be limited to:

- Plans and specifications of sufficient detail and quality to properly describe and document <u>all</u> work
- b. Anticipated commencement date of work
- c. Anticipated duration of work
- d. Anticipated material delivery means and methods
- e. Installation details to be reviewed for structural loading capacities
- f. Installation details of all mechanical, plumbing, electrical and flooring
- g. List of all subcontractors (and their subcontractors), vendors, etc. Including their licenses
- h. List of all supervisory personnel and emergency phone numbers

- i. Certificate of insurance(s) if applicable
- j. Proof of building permits, if applicable

START UP MEETING

The owner shall ensure that the contractor attend a start-up meeting, scheduled with the management office prior to the commencement of work. At this meeting, the owner's contractor will be introduced to the Association Agents. The agenda for the meeting will include a review of both these Rules of the Project and the contractor's construction plan.

SITE ACCESS

Contractors must sign-in and sign-out at the Door Station and follow current registration procedures. No other means of entry shall be permitted. Parking in the loading dock is strictly prohibited as this area is reserved for loading and unloading purposes only.

WORK COMPLIANCE

All work will conform to and be performed in accordance with all applicable building codes, life safety codes and other regulations of all governmental authorities. All work shall be performed by licensed contractors and tradesmen in strict accordance with all permit restrictions and requirements.

All work is to be performed in strict accordance with the final plans which have been submitted to and approved in writing by the Condominium Association Agent. No work is to commence until written approval of the final plans have been received from the Association.

All work shall conform to and be in accordance with Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws of The 2 East Erie Condominiums.

EXTERIOR ALTERATION

No alterations may be made to the exterior of the Unit.

3. PROJECT CONSTRUCTION REQUIRMENTS

HOURS OF CONSTRUCTION / NOISE AND OTHER DISTURBANCES

The Condominium Association identifies two types of construction noise and handles each one in a separate manner as described below:

Type 1 Noise: Type 1 noise and disturbance is the most serious and carries the most restrictions. It entails noises most commonly associated with demolition and major reconstruction such as channeling, chipping, drilling or pounding. Any noises that transmit from one Unit to another through common walls, floors, ceilings and chases are considered **Type 1 noise**.

It also consists of noise and disturbances associated with the removal of debris and/or the delivery of materials through the Common Elements to a Unit under construction. When debris is removed or material delivered, the materials must be confined to carts and dollies appropriate for proper transportation over carpeting.

The maximum width of any cart or dolly is 40 inches and it must move freely in the corridors and through the doorways. Installing carpet tacking strips is considered **Type 1 noise**.

Construction that creates **Type 1 noise** is allowed during the following hours: Monday through Friday only from 8 a.m. – 5 p.m. **No. Type 1 noise construction is not permitted on Saturday or Sunday**.

Type 2 Noise: Type 2 noise and disturbances are noises associated with work that will only on occasion penetrate through the perimeters of the Unit. Work such as painting and wall-papering are not considered noisy work, but to enable workers to enter the Property, approval must be obtained.

Construction that creates **Type 2 noise** is allowed during the following hours: Monday through Friday from 8 a.m. -5 p.m. and on Saturday from 9 a.m. -5 p.m. **No. Type 2 noise construction is not permitted on Sunday.**

CORRIDOR PROTECTION

The Owner/ Contractor provides and dispose of all necessary temporary protection and shall use the utmost care to avoid damaging the existing corridor. The Condominium Association Agent should be notified immediately if the corridor js damaged in any way. The owner is responsible for all costs associated with any necessary repairs to the existing corridor damaged due to work.

The Owner's Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Owner's Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

A Five Hundred Dollar (\$500.00) deposit will be required by the owner prior to the commencement of work for potential corridor damages and clean-up that may occur. The Condominium Association Agent will hold this deposit. The Condominium Association reserves the right to use any portion of this deposit for corrective action necessary to repair all areas damaged by the owner's contractor. Any unused portion of the deposit shall be returned to the Owner's Contractor after completion of work.

CONSTRUCTION IN ADJACENT SPACES

The contractor shall not use any vacant areas or any corridors for performing or for staging of any construction work. If access into any adjacent space is necessary, arrangements must be coordinated with the Condominium Association Agent. The owner will be responsible for any additional costs (i.e., security personnel, damages restoration expense) involved with adjacent space.

All work in adjacent condominium Units and/or public spaces, common elements, must be performed by the Condominium Association Agent's contractor at the owner's or owner's contractor's expense.

STORAGE OF MATERIALS

All of the Owner's Contractor materials must be stored in the Unit within which the Owner's Contractor is working. Storing of materials in corridors, vacant areas, etc., will not be permitted. Flammable materials are not to be stored within or about the Property premises. If such product is essential for job completion, they must be used and removed daily. Failure to comply with this regulation will result in immediate removal of all materials by the Condominium Association at the Owner's Contractor's expense.

The Owner's Contractor and each subcontractor and material supplier shall be responsible for the proper care and protection against damage and theft of all its materials, equipment and tools delivered to the Property.

GENERAL CARPENTRY, WALL CONSTRUCTION AND FINISHES

- 1. All work is to be completed by a qualified tradesman in a safe and workmanlike manner.
- 2. A minimum of one-half inch gypsum board over metal wall studs is required for all partitions within individual Units. No wood framing is allowed if wood frame is needed for any reason, fire rated lumber must be used.
- 3. A minimum of two layers of one-half inch Type "x" fire-rated gypsum board over three and fiveeights inch metal studding with not less than two inch friction fit sound bat insulation (min. 3lb. density mineral fiber) or similar material is required for all demising walls or corridor walls.
- 4. Alterations made to the perimeter window wall system are strictly prohibited.
- 5. No weather-stripping will be applied to any unit entry doors. A minimum undercut of one half lnch is required for ventilation.

STRUCTURAL LOADING AND FINISHED FLOORING

The following procedures must be strictly adhered to as it relates to the latexing of floor slab under different types of finished flooring installation. Superimposed live loads shall not exceed 40 pounds per square foot.

1. FINISHED FLOORING ACOUSTICAL REQUIREMENTS

In order to minimize the transmission of sound between adjacent Units, all hard-surface flooring including stone, carpet, ceramic tile and vinyl but excluding wood, must be installed such that the finished floor system is in accordance with the building standard.

- 2. The finished floor system, whether surfaced with stone, wood, ceramic, tile, vinyl, carpet, etc., shall have a field impact insulation class rating of 55 FIIC. Such result shall be demonstrated to the satisfaction of the Condominium Association Agent by tests paid for by the Unit Owner, conducted by an independent acoustical consulting firm, and supervised by a registered professional engineer. The tests shall be conducted in accordance with the American Society for Testing Materials (ASTM) Designation E1007-84 "Field Measurement of Tapping Machine Impact Sound. Transmission through Floor-Ceiling Assemblies and Associated Support Structure".
- 3. The following two systems satisfy the above specification and can be utilized by a Unit Owner without submitting new tests or data for written approval from the Condominium Association.

CERAMIC TILE AND STONE TILE

- 1. At the perimeter of the entire floor and the periphery of all protrusions to that floor, fiberglass board (6-15pcf) not less that 3/8" thick to minimize flanking should be used with 1/4" of the finished surface. Closed cell polyethylene foam (2.7 9 pcf) not less than 1/4" thick may also be used as the perimeter isolation barriers. The fiberglass board or the polyethylene foam can be cut into strips and held in place with a few spots of acoustical sealant. If the strips are too tall, they can easily be trimmed within the 1/4" of the finished surface after the tile is grouted, therefore, keeping any hard residue out of the perimeter grout joints.
- 2. Laminate 1/4" thick cork to the entire concrete slab surface with mastic making certain that all

edges are tightly butted.

3. Glass mesh mortar units, formally known as concrete fiberglass reinforced backer board, (Wonderboard or Durock) shall be placed onto the cork leaving 1/4" gaps between each sheet. These units of backer board should be taped on the underneath side, edge bonded and fiberglass taped on the top with a skim coat of Portland cement.

A suggested technique in taping the underneath side of the backer board is to snap a chalk line on the cork at the joints to where the backer board is to be laid. Fill the fiberglass tape with a latex Portland cement slurry, thick in consistency. Lay this fiberglass tape onto the chalk lines in both directions to ensure proper taping of both the width and length of the backer board sheets. Carefully lay the backer board sheets onto the tape and then fill the 1/4" gap. Fiberglass tape the top, and use a trowel to apply a skim coat of latex Portland cement and to assure a smooth surface to which to apply the tile.

A small weight properly placed at different points on the back board until the cement is set will assure a smooth and level plane at the edges of the backer board.

- 4. The Ceramic Tile Institute recommends that the tile be set on the backer board the following day. This is to allow the mortar filled edges to take a hard set.
- 5. The backer board is <u>not</u> nailed, <u>nor</u> screwed, but is merely placed on top of the cork. This applies to hardwood flooring as well.
- 6. After the tile is set and grouted, additional time should be spent to check the perimeter of the entire floor and the periphery for any protrusions such as pipes, so as not to have any of the mortar, bond coat, or grout, touching the wall or any protrusions that penetrate the floor. Should any of the hard material from the installation make contact between the tile or setting bed and the wall, or a penetrating protrusion, a large reduction in the sound rating will occur.
- 7. A sealant is required at the perimeter of the entire floor and the periphery of all protrusions to that floor. This joint should be 1/4" wide from the finished top of the tile. This joint must be filled with an elastomeric sealant or an acoustical sealant. Hard grout is unacceptable.

WOOD TONGUE AND GROOVE 3/4 THICK

At the perimeter of the entire floor and the periphery of all protrusions to that floor, fiberglass board (6-15pcf) not less than 3/8" thick to minimize flanking should be used within 1/4" (6.35 millimeters) of the finished surface. Closed cell polyethylene foam (2.7 – 9 pcf) not less than 1/4" thick may also be used as the perimeter isolation barriers. The fiberglass board or the polyethylene foam can be cut into strips and held in place with a few spots of acoustical sealant. If the strips are too tall, they can easily be rimmed within the 1/4" of the finished surface.

- 1. Laminate 1/4" thick cork to the entire concrete slab surface with mastic making certain that all edges are tightly butted.
- 2. After cork is installed, place one layer of 3/8" plywood, APA 24/0 interior, on top of the cork using the appropriate glue or mastic. Leave a small gap between plywood sheets (1/16" or 3/32" to eliminate buckling.
- 3. Apply glue or mastic to top of first layer of plywood and place a second layer of 3/8" plywood

90 degrees to the first layer offset so that the seams do not line up and then screw the center and corners of this tip layer of plywood to the bottom layer of plywood making certain that screws do not penetrate the cork.

- 4. Install tongue and groove wood floor on top of plywood making certain that nails or power cleats are offset so they do not penetrate the cork.
- 5. Fill the 1/4" gap above the perimeter isolation material with an elastomeric sealant or an acoustical sealant.
- 6. The Unit Owner may install any floor system that satisfies the specification outlined above. It is important for the Unit Owner to note that the two systems that are specified in 1 and 2 above are suggested assemblies only. The actual system that is installed must be acceptable to and warranted by the flooring contractor.
- 7. 3/4" FISHED WOOD. The maximum of latex concrete fill to be added to the existing concrete slab is a 1/2" average over any bay. Latex concrete fill exceeding an average of 1/2" in any bay may cause structural deficiencies and is strictly prohibited. The Owner will be responsible for any structural damaged caused by concrete fill operations.
- 8. 3/8" THIN-SET STONE / CERAMIC TILE. The maximum of latex concrete fill to be added to the existing may cause structural deficiencies and is strictly prohibited. The Owner will be responsible for any structural concrete slab is a 1/2" average over any bay. Latex concrete fill exceeding an average of 1/2" in any bay damaged caused by concrete fill operations.
- 9. CARPET. The maximum of latex concrete fill to be added to the existing concrete slab is a 3/4" average over any bay. Latex concrete fill exceeding an average of 3/4" in any bay may cause structural deficiencies and is strictly prohibited. The Owner will be responsible for any structural damaged caused by concrete fill operations.
- 10. 3/4 inch STONE. The maximum of latex concrete fill to be added to the existing concrete slab is a 1/4 inch average over any bay. Latex concrete fill exceeding and average of 1/4 inch in any bay may cause structural deficiencies and is strictly prohibited. The owner will be responsible for any structural damages caused by concrete fill operations.

Any floor assembly not illustrated in these attachments must be approved by the Condominium Association's Agent, structural engineer prior to commencement of any work.

CONCRETE CORING, CUTING AND PATCHING PROCEDURES

No coring, cutting or patching of existing structures shall be permitted without the prior written consent of the Condominium Association. Requests for permission for same shall include explicit details and descriptions of work and shall not under any circumstances diminish the structural integrity of the building or impair, compromise or reduce the effectiveness of any building component or system. All such work must be reviewed by the Condominium Association Agent, structural engineer, prior to commencement of this work. All costs associated with this review will be borne by the Unit Owner and owner's Contractor.

PLUMBING AND SHUT DOWNS

- The owner's contractor shall submit to the condominium Association a plan and anticipated schedule of any required shut downs, drain downs, etc., of the Property's existing systems prior to the commencement of their work. Failure to submit this plan shall cause the owner's contractor to be accountable for all costs associated with delays to reschedule shut downs, drain downs, etc., should they occur
- Owner's contractor is required to give the Building Engineer seventy-two (72) hours in writing before any property or utility service interruption which affects occupied and unoccupied areas. Each request for such interruption will indicate estimated downtime. No utility interruption will be permitted without written approval for the condominium Association.
- 3. The Building Engineer will perform all drain downs and re-charging of the hot and cold water system. The cost of all services provided by the Building Engineer shall be paid in advance to the Condominium Association prior to commencement of any work. The lump sum charge for each and every drain down and recharge will be \$100.00.
- 4. The water risers must be refilled every evening if a drain down of the system is required.
- All plumbing work is to be completed by a licensed plumber in a safe and workmanlike manner.
- 6. The relocation of any water risers, waste lines, open site relief drains or venting stacks is strictly prohibited.
- 7. Any connections made to the building venting or plumbing must be pre-approved.
- 8. Individual shut-off valves are required for all newly installed fixtures. There is an actual time and material charge, if required, for each riser shut down.
- 9. Any connections made to the open site drains are strictly prohibited.
- 10. Dielectric unions are mandatory on all domestic plumbing lines when converting to copper piping of any kind since all existing supplies are galvanized steel.
- 11. Any drain line which exceeds a five-foot run from the fixtures to the main waste line is required to be properly vented.

FIRE PROTECTION

- 1. The owner's contractor shall provide a fire protection and prevention program for employees and personnel at the property and provide and maintain fire extinguishing equipment ready for instant use at all areas, as required to supplement temporary or permanent fire extinguishing equipment as provided by code.
- 2. Owner's contractor shall enforce fire-safety discipline as follows:
 - a. Avoid accumulations of flammable debris and waste in or about the property.
 - b. Prohibit smoking in the vicinity of hazardous conditions.
 - Closely supervise welding and torch-cutting operations in the vicinity of combustible materials and volatile condition.
 - d. Supervise locations and operations of portable heating units and fuel.

e. Maintain fire extinguishing equipment in working condition, with current inspection certificate attached to each extinguisher, as required by code.

CLEAN-UP

- 1. The owner's contractor shall provide all labor, equipment, and supervision necessary to provide clean-up and removal of all rubbish, carton, wood, debris, trash, etc. resulting from the performance of their work on a daily basis. All trash, etc., shall be removed and transported by the owner's contractor away from the property during normal working hours or as directed by the Condominium Association. Should the owner's contractor fail to clean-up and remove trash as described above, the Condominium Association shall, after issuing owner's contractor 24-hour notification on noncompliance, provide clean-up and trash removal services with its own forces and back-charge all costs (including General Requirements and Fees) to the owner's contractor. Any trash found remaining in public areas will be immediately removed by the Condominium Association Agent with all costs back charged to the owner's contractor.
- 2. Owner's contractor, under no circumstances, shall allow use of permanent trash chutes for construction debris. At the completion of their work the owner's contractor shall remove all waste materials and rubbish from and about the site, as well as all tools, construction equipment, machinery and surplus materials. If the owner's contractor fails to clean-up at the completion of their work, the Condominium Association may do so and the cost thereof (including General Requirements and Fees) shall be charged to the owner's contractor.
- 3. Corridors are to be vacuumed nightly by the workers or owner. A charge will be assessed to the owner if this work has to be completed by the Condominium Association Agent.

WATER

Owner's contractor shall protect all water facilities from freezing and protect the property from all leaks a water damage.

HEAT, VENTILATION AND AIR CONDITIONING

- 1. In any area of the property where work is subject to damage from freezing, the owner's contractor shall provide temporary closures and shall be responsible for maintain the temperature at not less than 45 degrees. Under no circumstances shall the temperature be allowed to reach a level which will cause damage to any portion of the purchaser's customization work or the base property which may be subject to damage by low temperature.
- 2. Connections to the kitchen exhaust system for the purpose of exhausting a dryer are strictly prohibited.
- 3. Any new construction must allow for access and easy removal of all HVAC units.

ENVIRONMENTAL PROTECTION

The owner's contractor shall comply with pollution and environmental protection regulations for the use of water and other services, and for discharge of wasted and storm water drainage from the property and comply with whatever "Environmental Impact" commitments as required. All solid and liquid wastes and hazardous substances (e.g. solvents, cleaners, waste oils, etc.) must be disposed of in accordance with all applicable federal state and local statutes, regulations, ordinances and rules.

ELECTIRCAL

The following outline is to provide only a minimum guideline and shall not be construed as an all-Inclusive list of regulations and requirements.

1. All electrical work must be completed by a licensed electrician in a safe and workmanlike

manner.

- 2. Electrical panes must have an unobstructed clearance for a minimum of thirty (30) inches in front of pane.
- 3. No wall, floor or ceiling electrical boxes may be buried after the removal of a switch or receptacle or fixture until al wiring no longer in use has been removed and the box is completely empty.
- 4. Electrical panels must be covered or protected at all times during construction.
- 5. Ground fault interruption (GFI) receptacles must be used in all bathrooms and kitchens.
- 6. All work to be completed on telephone lines and cable TV lines must be completed by a qualified technician specialist as approved or designated by the condominium Association Agent in the management office.

SUPERVISION

The owner's contractor shall maintain supervisory personnel on site at all times when the owner's contractor has work in progress on-site. Such personnel shall be fully empowered to coordinate and direct the work of his forces and sub-contractors and shall be in numbers sufficient to properly supervise work.

SAFETY REQUIREMENTS

- 1. The owner's contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the condominium customization work including workers proper attire.
- 2. The owners contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - a. All employees performing any of the condominium customization work and all other persons who may be affected thereby.
 - b. All condominium customization work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody of the owner's contractor or any of it subcontractors or sub-subcontractors.
- 3. The owner's contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders if any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- The owner's contractor shall erect and maintain, as required by existing conditions and progress of the condominium customization work all reasonable safeguard for safety and precaution.
- 5. When the use or storage of flammable or other hazardous materials or equipment is necessary for the execution of the condominium customization work, the owner's contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- 6. The owner's contractor when performing demolition, erection or installations that could result in head injuries, must wear hard hats and other required protective devices.

- 7. The owner's contractor must identify all staff through the Door Station personnel and follow current registration procedures.
- 8. Workmen must use the private bathroom facilities of the Unit Owner. Public restrooms are not available for use by workmen. At no time may workmen congregate or loiter In the common areas, lobby, loading dock or parking areas.

4. HOISTING

GENERAL

The elevator that will be available for use by the owner's contractor will be the freight car. This car will be available for both manpower and material hoisting.

SCHEDULING

- 1. All owners' contractors must contact the Management Office to become familiar with the delivery procedures prior to arranging for any material delivery to the property.
- 2. Regular hour's usage shall be for manpower and incidental materials only. All overtime hoisting shall be on a non-exclusive pre-scheduled basis.
- 3. Owner's contractor shall submit a written request to the Property Manager for any overtime scheduling for the hoist. This request must be made a minimum of one (1) week in advance. Cancellations for previously scheduled hoist time must be made no later than three (3) working days in advance.

5. INSURANCE REQUIREMENTS

GENERAL

The owner's contractor shall purchase insurance naming the Condominium Association and respective Agents as additional insured, to cover claims and expenses asserted against the above named, its employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the contractor, any sub-contractor or any sub-subcontractor, any one directly or indirectly employed by them or anyone for whose acts any of them may be liable, including claims asserted under the Illinois Structural Work Act.

Also, such insurance shall state that: "The coverage afforded the additional insured shall be primary insurance of the additional insured with respect to claims arising out of operations performed by or on behalf of the Contractor. If additional insured's have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insured's".

WORKMAN'S COMPENSATION - Statutory limits with Employer's Liability Coverage

COMMERCIAL GENERAL LIABILITY – Including Premises – Operation; Independent Contractor's Protective: Two Years Products and Completed Operations; Broad form Property Damage including X, C, and U Hazard Coverage.

Bodily Injury

\$1,000,000 each occurrence

\$2,000,000 aggregate

2. Property Damage

\$1,000,000 each occurrence

\$2,000,000 aggregate

3. Personal Injury

\$1,000,000 each occurrence

\$ 2,000,000 aggregate

4. Contractor Liability

(Hold Harmless Coverage) Bodily Injury& Property Damage

\$1,000,000 each occurrence

\$2,000,000 aggregate

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

1. Bodily Injury

\$1,000,000 each occurrence

2. Property Damage

\$1,000,000 aggregate

EXCESS LIABILITY INSURANCE

Amount

\$3,000,000

Additional insured's named on the policies listed above shall include and specifically name the following their respective directors, officers, agents and employees.

- 1. The 2 East Erie Condominium Association
- 2. Sudler Property Management

2 EAST ERIE

RULES AND REGULATIONS FOR CONTRACTED SERVICE PERSONNEL

The following outlines the regulations and requirements that will be required of contracted service personnel working at or in 2 East Erie Condominium, Chicago, Illinois 60611. No deviation or exceptions will be permitted without the express written approval of 2 East Erie Condominium Association and Sudler Property Management. Questions should be directed to the attention: Property Manager, 2 East Erie, Chicago, Illinois 60611 (312)255-8700.

- 1. All workers must be properly, permanently and visually identified. The identification system must be approved prior to the start of any work. All companies will maintain an updated list of authorized workers with building management and will notify management of each change.
- 2. All workers shall maintain their actions while in the building in a professional manner including but not limited to the following:
 - a. No abusive language
 - b. No smoking, eating or drinking except in areas designated by building management
 - c. No standing in lobbies except to board elevators
 - d. No use of radios

The building management reserves the right to add other restrictions to those listed above as may be deemed necessary to provide for the comfort and safety of the residents.

- 3. Offenses that will result in immediate request for discharge include, but are not limited to the following:
 - a. Drinking alcoholic beverages on the job, or coming to work in an intoxicated condition.
 - b. Possessing or consuming drugs or any other illegal substances while at the property.
 - c. Using or removing building management's tenants or subcontractors possessions from the property without prior authorization.
 - d. Violating any state or federal statutes while working at the property.
 - e. Possessing firearms or explosives while working at the property.
 - f. Using property facilities for jobs other than specific work assignments.
 - g. Accepting commissions, fees or kickbacks from any vendor, tenants or contractors involved in providing a service or product to the property.
 - h. Verbally or physically abusing or harming any individual who works at or visits the property.
 - i. Providing building access at anytime to anyone not directly working for the Contractor.
- 4. All workers shall enter and exit the building through the loading dock entrance.
- 5. No storage of flammable substances will be allowed or stored in the building unless approved by the building management and in accordance with approved building codes and regulations.
- 6. No interviewing of job applicants or sub-contractor will occur on-site without prior approval of the building management.

- 7. There will be absolutely no use of residents property including, but not limited to telephones, dollies, vending machines, copier, etc., unless specifically approved in writing by the resident in advance of their use.
- 8. No supplies, trash or storage of these will be allowed in the dock area at any time.
- 9. No doors will be propped open or held open to the degree that such will cause an alarm or jeopardize security. The contractor shall be responsible for charges resulting from such alarms an/or security violations.