

1560 N Sandburg Terrace Chicago, IL 60610

P: 312.654.1560 F: 312.654.2082 jameskilmercondo.org

August 23, 2021

You have submitted a request for unit remodeling at James Kilmer. We look forward to working with you on this exciting project. Our goal is to assist you in any way we can to achieve your remodeling objectives while preserving the common elements you share with your neighbors.

Please read **all** of the attached information carefully and feel free to discuss any questions with our building Engineer or someone in the Management Office. We have learned that the more we discuss issues up front, the smoother and more cost-effective your remodeling project will be in the long run.

Included in this packet is a 5-page **Contractor and Owner Responsibility Checklist**. Please read and share this with your contractor before the project begins.

We will do everything possible to keep the approval process time as short as possible. Good communication between you and the Office will help us achieve that goal. You may not start any work prior to receiving that approval.

Good luck with your project!

James Kilmer Association Board and Management

Unit Remodeling Approval Process

The James Kilmer Association's goal is to help each owner efficiently and effectively remodel his/her home while protecting the common systems (water, electrical) and shared areas of the building for all residents.

The Management and Engineering team has the authority to approve all work that meets the requirements outlined in the Association Rules. The Board ratifies their approvals. If work is deemed to be outside of stated policy or of extreme nature, an architect may be hired by the Association at the owner's expense in order to safeguard all parties involved.

The Engineering team is always available to answer any technical and mechanical questions you may have about your home. Don't hesitate to call on them at any time to ensure the integrity of any remodeling or upgrading of your home.

What to submit prior to approval and start of any work?

- 1. **Written specifications including the checklist in this packet**, completely describing the scope of work and material to be used. Flooring materials must be completely described.
- 2. **Plans and drawings for major kitchen remodeling** indication of cabinet placement, heights, venting, wall removal, and plumbing and electrical locations.
- 3. Name of contractor(s) and contact information.
- 4. Certificate of Insurance *See instructions attached.
- 5. **Date you wish to start** and estimated date of completion (or number of weeks).
- 6. Remodeling Fee of \$300, if applicable.
- 7. A cut sheet on any sound abatement material.
- 8. A cut sheet on any new faucets.

When will I have approval to begin?

- 1. The Management Office and Engineer will review all plans and specifications. They may ask for clarification or give you instructions that must be included in your final work.
- 2. Your insurance and contractor information is complete and on file.
- 3. You will receive written approval to begin the job signed by the Management/Engineer.

 Do not start until you have this letter.

What work does NOT need approval?

- 1. **Carpeting no approval**, but you must reserve elevator time for delivery and removal, and you must make arrangements for disposing of all materials off site.
- 2. **Painting no approval**, but you must instruct your contractor that they may not dispose of any work materials on site especially, they should not use our trash rooms for removal of paint and cleaning products. All windows and unit entry doors must be kept closed and all vents must be covered with plastic to prevent odors from escaping into common areas.
- 3. **New lighting fixtures, window treatments or closet accessories no approval**, but you must alert Management of any large deliveries for elevator time, and you may not channel any concrete for installations.
- 4. See remodeling rules for clarification for safely remodeling your homes.

What is a Certificate of Insurance and how do I get it? See Attachment.



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To Whom It May Concern:

As a contractor of services to this condominium association you should, at your sole expense, maintain in full force and effect insurance coverage as detailed below. This is a mandatory requirement as a condition to continue business with us. Non-compliance with this could jeopardize your standing as our contractor.

Please forward this request letter and attachments to your insurance broker for issuance of appropriate certificate of insurance.

Commercial General Liability Coverage

- Limits of not less than \$1,000,000 each occurrence including contractual liability, products, and completed operations, personal injury and advertising liability and \$2,000,000 aggregate for products and completed operations and general aggregate.
- The limits can be provided through a combination of primary commercial general liability and excess/umbrella liability policies.
- Coverage must be provided through an "occurrence based" policy and not through a "claims made" policy.
- Certificate must evidence an Additional Insured endorsement in favor of Carl Sandburg Condominium Association #7 and Community Specialists, Inc.

Commercial Automobile Liability Coverage

- Limits of not less than \$1,000,000 per accident.
- The limits can be provided through a combination of primary automobile liability and excess/umbrella liability policies.

Employers Liability / Workers Compensation Coverage

- Limits of not less than \$500,000 per accident and \$500,000 disease each employee/policy limit.
- The limit can be provided through a combination of primary employer's liability and excess/umbrella liability policies.

All certificates must provide no less than a 30-day notice in the event of a change in policy conditions or cancellation of the policy. Insurance carriers should have an A.M. Best rating of AX or better.

Should you or your insurance representative have any questions or comments, please contact us at 312-654-1560.

Thank you,

Management

INSURANCE COVERAGES CONTRACTORS (NON-ASBESTOS/ENVIRONMENTAL)

The following requirements apply to certificates of insurance evidencing coverage from <u>various</u> contractors.

GENERAL LIABILITY

Limits of liability under the <u>primary policy</u> should be <u>no less than \$1,000,000 per occurrence</u>. The certificate must confirm that the policy is an occurrence-based policy and includes the following coverage:

- Premises and Operations
- Products and Completed Operations
- Independent Contractors
- Broad Form Liability
- Underground Explosion and Collapse Hazard
- Blanket Contractual Liability
- (Type of Work Performed)

<u>Evidence of type of work performed</u> under the General Liability Policy is <u>very important</u> since the normal CGL policy has various exclusions for specific risks. Coverage for <u>type of work performed must be endorsed to the CGL policy</u>.

ADDITIONAL INSUREDS

Unit Owner *[insert name]*, Carl Sandburg Village Condominium Association No. 7, its Board of Directors, employees and Community Specialists, Inc. and their subsidiaries are named as additional insureds solely with respect to the general liability and automobile liability coverages as evidenced herein on a primary/non-contributory basis with respect to all work performed or services provided by the named insured. A waiver of subrogation in favor of Community Specialists, Inc. and their subsidiaries and the Carl Sandburg Village Condominium Association No. 7 and its Board of Directors and employees are included under the general liability, worker's compensation, and automobile liability coverages.

UMBRELLA LIABILITY

Preferred limits of liability are \$5,000,000 per occurrence for contractors, including, but not limited to, the following: Electricians, roofers, exterminators, tuck-pointers, elevator service workers, security personnel, painters, plumbers, carpenters, window washers, and general contractors.

In no case should coverage be less than \$2,000,000 per occurrence.

The Certificate of Insurance must confirm that the coverage is <u>following form</u>. Following form coverage ensures provision of total excess coverage above the General Liability Policy.

AUTOMOBILE LIABILITY

Limits of liability should be no less than \$1,000,000 per occurrence. The certificate of insurance must confirm that coverage is in comprehensive form including owned, non-owned and hired vehicles if the vehicle is to be used in the course of employment or on the premises.

WORKERS COMPENSATION/EMPLOYERS' LIABILITY

Limits of liability should be <u>no less than \$500,000</u> and include statutory workers' compensation coverage, including occupational disease and injury, and employers' liability. The certificate of insurance should state that the policy <u>includes an "all states endorsement"</u>. This will verify that coverage exists for those situations in which we are using contractors based in one state and crossing state line to work on our project.

PROPERTY INSURANCE

That certificate of insurance must provide evidence of property insurance for those contractors who have equipment on the site. Limits of liability should be sufficient to cover any loss to the contractor.

CANCELLATION CLAUSE

Certificates of insurance must provide <u>no less than a 30-day notice</u> to James/Kilmer Condominium Association and Community Specialists, Inc., in the event of a change in policy conditions or cancellation of policy.

INSURANCE CARRIER RATING

Insurance companies writing these coverages should carry a rating of <u>no less than AX</u> by A.M. Best. The Agency/Broker writing the insurance has this information available.

NOTE: Certificates of insurance <u>must be filled out and submitted exactly as shown in the example</u> or they will not be accepted.

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| | s, describe under CIAL PROVISIONS below | | | | E.L. DISEASE - POLICY LIMIT | \$ | 500,000 |
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| | Owner [insert name], Carl Sandbu | | | | s. employees and Comp | nunit | v Specialists |
| Inc. a evide of sub | nd their subsidiaries are named nced herein on a primary/non-co progation in favor of Community ard of Directors and employees a | as additional insureds solely with respect to Specialists, Inc. and their Subsi | with respect to to o all work perfor diaries and the (| t <mark>he general li</mark> abil med or services p Carl Sandburg Vil | ity and automobile <mark>liab</mark> provided by the named lage Condominium Asso | ility insur | coverages as ed. A waiver on No. 7 and |
| | CATE HOLDER | | CANCELLAT | | | | |
| Unit Owner Name Address Unit # | | | DATE THEREOF, NOTICE TO THE O IMPOSE NO OBL | should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or | | | |
| CHIC | ago, IL 60610 | | | REPRESENTATIVES. AUTHORIZED REPRESENTATIVE | | | |
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Unit Remodeling Contractor & Owner Responsibility Checklist

A. CONTRUCTION HOURS

9 am – 5 pm Monday – Friday – no noise before 9 am or after 4 pm
10 am – 4 pm Saturday
No construction on Sundays or national holidays

B. PARKING

- The North Lot is for loading and unloading only, a half hour limit is strictly enforced.
- Parking is available in the garage, see owner for discount coupons and prices.
- Failure to follow proper procedures may result in your vehicle being towed.

C. ENTERING THE BUILDING AND MOVEMENT INSIDE THE BUILDING

- Contractors are not allowed into the building until 8:00 AM Monday-Friday / 10:00 AM Saturday.
- All contractors and their employees must sign in at the James House Receiving Room and be given a dated badge to wear for the workday. Failure to wear this badge or sign in will result in the person being asked to leave the property.
- Entry in and out of the building is only through the receiving area zone and freight elevators. No contractor is allowed to use the passenger elevators for any reason.
- This is a non-smoking building. You are allowed to smoke only within the residential unit itself (with unit owner's consent) or off property. Anyone found smoking in stairwells or other building locations will be removed from the premises.

D. DURING THE PROJECT THE OWNER AND CONTRACTOR ARE RESPONSIBLE FOR THE FOLLOWING

- Communicating all of the rules and guidelines to all employees and subcontractors and to make sure that non-English-speaking employees fully understand the rules.
- Scheduling freight elevator time for major loads being delivered and taken to and from the unit.
 Failure to schedule the elevator may prevent the contractor from being allowed use it at the time needed.
- Cover your hallway entrance with plastic or tarp to prevent tracking of construction debris
 throughout the common areas of the building. Clean up the hall each night of debris before
 leaving the site.
- Temporarily cover vents inside the unit to restrict dust and odors from traveling throughout the building. Keep windows and the unit door closed at all times during construction.
- **NO TRASH** from construction is to be left in residential floor chute rooms or put down the chutes themselves.
- Removal of all construction debris off property is your responsibility. It is not to be left at the back door of James or Kilmer Houses. You may wish to contract with our waste service contractor if you have a large amount of debris to dispose of. When you schedule the service, you must also schedule with the Management Office for loading dock and freight elevator time reservation.

E. INSPECTIONS REQUIRED DURING THE PROJECT

You or your contractors are responsible for calling the Assistant Engineer to schedule an **inspection of work in progress** for the following situations. Failing to schedule an inspection may require you to remove walls or flooring for inspection. You may also be liable for fines levied by the Board.

- Plumbing, check-valves, shut-offs, pressure regulators, supply and drain lines need to be inspected before the walls are closed up.
- Flooring needs to be inspected during the initial lay down process to assure proper underlayment and proposed installation up to walls is according to specifications.
- Walls in studio units (05, 07 and 09 tiers) must be inspected for proper code compliance.
- All moving or covering of vents must be inspected for full sheet metal lining and to ensure dampers are in working order.
- Any change to electrical outlets, conduits, TV cable or telephone risers.
- Call to conduct a final inspection and closeout the project. Submit as-built plans for the Management Office unit file. Return any keys.

If water facilities in the unit (toilet/water cleanup) are not available, contact the Assistant Engineer for information about where you may find these temporary services.

At any time that you need assistance or are unsure of a mechanical situation, our staff will gladly assist you as quickly as possible to avoid injury or damage to building systems or common areas.

Office 312-654-1560 extension 3 Engineer 312-654-1560 extension 7

Assistant Engineer 312-262-7178

F. NOMINAL FREIGHT ELEVATOR DIMENSIONS

55" wide x 61" deep x 107" high with 36" wide door opening

It is **up to you** to take final measurements to ensure everything will fit or make the turns required for installation.

There is a weight limit of 2,000 pounds.

Do not hold elevator doors open manually!
Only use the "Hold Door Open" button.
Charges for elevator damage will be billed to the unit owner.

G. CITY CODE

- All plumbers and electricians are required to have proper licenses on file with Management.
- The proper permits are required by the owner or agents responsible.
- All home remodelers / rehabbers / repairers must be licensed by the City of Chicago.
- The front door is to have self-closing device(s).
- The front door is to be undercut 3/4" for fresh air movement. These items are mandatory check point items during final inspection.
- Dielectric or other fittings approved by the City of Chicago are to be installed between galvanized and copper piping.
- Tile should extend 72 inches above the drain in tubs and showers.
- All glass doors should be tempered.
- Fully functioning smoke detectors are required and will be a mandatory check point item during final inspection.
- You are to have the proper amount of smoke detectors, installed properly, in working order.
- The Neutral must be isolated from the frame at the electric box.
- You are to use 16-gauge metal studs in walls.
- All walls must maintain their required fire code rating and original sound abatement rating.

H. GENERAL CONSTRUCTION

- All remodeling project approval will expire 6 months after initial approval date. Owner must resubmit project specifications for approval if project is not completed by the 6-month deadline.
- Plans and permits are to be on file with Management.
- All 'opening' of concrete block walls must be preapproved. No channeling or trenching of concrete columns, floors or ceilings is permitted.
- All 'inside wall' work such as plumbing and electrical, must be inspected while still open, or owner will be required to open walls at their expense.
- All deliveries must be scheduled through the Management Office. All unannounced deliveries will be refused and turned away.
- All new construction such as soffits, or moved venting, must be inspected while still open.
- No intrusion into limited common elements is permitted. Any space must remain 50% for both owners.
- All remodeling projects must include diagrammed details on a unit-specific floor plan.
- The use of air or electric jackhammers is prohibited.
- Any workmen using flammable materials or open flames in performing work must include a fire extinguisher as part of their equipment.
- If water or heating is to be shut off in any unit, the work must be performed during the hours and times dictated by the Management Office.
- If a partition wall is installed in a studio apartment, it cannot attach to the HVAC unit. It cannot be attached to window frames. The partition wall should be an alcove instead of bedroom because of ventilation.
- It is required to use cement board with corrosion resistant fasteners instead of green board behind the tiles. The edges of the board should be sealed with water resistant compounds.
- Common areas, including service elevators, hallway carpet, hallway walls, and floor tile and lighting fixtures, must be protected from damage by contractors.
- Windows must be closed, and unit entryway doors and ALL vents must be covered with plastic to prevent construction dust or odors from escaping into common areas per EPA guidelines.
- Any contractor required by the EPA to be certified in lead paint removal will be so certified and perform their work in the prescribed manner.
- All sealers or stains for wood floors, countertops, tubs, or shower stalls must be water based.
- When exposing the inside of a wall containing any openings in the concrete ceiling or floor, those
 openings must be fire caulked or in the case of large voids filled with liquid insulation, such as,
 Great Stuff. This work will have to be inspected and approved by the Assistant Engineer before
 closing.

I. PLUMBING

- No garbage disposals are allowed to be replaced or installed.
- All single-handled faucets must have visible 3/4" swing or flap type check valves on the HOT and COLD supply lines. If behind the wall, a metal or fire rated access panel must be installed for access.
- By-pass piping must be installed for all in-wall check valve installations.
- No plastic supply piping is allowed. Only copper or stainless-steel braided water supply lines are permitted.
- All kitchen and vanity faucets must have removable solid metal supply lines 1/2" for kitchens and 3/8" for vanities. Check valves must be 1/2" for kitchens and 3/8" for vanities.
- Plastic drain piping is not allowed nor will Maintenance work on plastic drain piping.
- All kitchen and vanity drains, and water supply pipes must be fire caulked at the point of entry into the unit. The caulking must be done before the installation of the cabinetry. Make sure the Assistant Engineer approves the work before the installation of the cabinetry.
- Neither ice makers nor cold water lines to the refrigerator may have plastic supply lines or saddle clamps. The supply line must be copper piping.
- All appliances such as dishwashers or ice makers must have separate shut-off valves and copper piping. Saddle clamps are not allowed.
- All permanently installed clothes washers must have visible check valves on the HOT and COLD supply lines and a "Guy Gray Box." We require pressure reducers and stainless-steel supply hoses.
- If a clothes washer is installed off of a bathroom, it cannot be replaced at the end of its life cycle off of the bathroom but must be installed properly at the kitchen.
- Existing clothes washers must have pressure regulators installed accessible by access panels.
- All open drains must be capped during construction to prevent the escape of sewer gas.
- If a single-handled valve body is installed in a tub/shower, it must be of the "anti-scald" type and requires check valves with by-pass piping to facilitate back flushing.
- If a single handled valve body is installed in a tub/shower, it must have integral stops.
- The toilet collar must be raised if a layer of flooring is added without removing the original.
- Additional wax rings at the base of the toilet may be required to prevent sewer gas from escaping.
- If a whirlpool is installed, the proper soundproofing must be installed. The proper marine grade plywood must be used. A panel must be installed for access to the mechanical/shutoffs/rod-outs, etc. Under the whirlpool, 1/2" cork and 3/4" marine plywood with intumescent coating must be glued to the floor. The whirlpool or enclosure must not touch any walls. Sound insulation must be of the "sound blanket" type. Vibration isolators must be installed on motor and pump. All piping is to be drainable. Demising walls between units are to have sound insulation installed.
- Steamers are not allowed.
- Any slip joints used in any plumbing must be accessible.
- All showers must use City of Chicago approved liners.
- The main water valve should be full bore.
- Water hammer arrestors are required.
- If pressure regulators are installed, accessible strainers should be installed up stream of regulator.
- Install check valves for any mixing valve of any kind.
- There must be separate shutoffs for all devices.
- Filter/other appliances must have pressure reducers.
- Pressure reducers must be accessible.
- · Check valves must be accessible.
- Shower is to be installed with anti-scald valve, check valves, access panels and no drain relocations.
- No toilet off-sets you may extend the height with the proper fitting to accommodate flooring.
- Whirlpool installation should be the same as for showers plus noise prevention and access to motors.
- · Access panel to any apparatus that requires removal or adjustment.
- By-pass for check valves will be installed.
- No water furniture will be installed.
- No tub surround enclosures or liners will be installed.
- If original shut-off valves (Gerber Stops) are to be removed, the owner must have the supply line frozen as the building no longer shuts down and drains tiers.
- The access panels must be EASILY accessible not behind the toilet, drawer, hidden panel, etc.
- Automatic shut-off supply lines for toilets and dishwashers are required.

J. FLOORING

- All wood floors must have the proper underlayment: 1/4" of cork and additional material to bring IIC rating up to 70, two 3/8" layers of plywood, bias laid. Perimeter sound sealant at demising walls must be used. End product must have an IIC rating of 70.
- All "floating" wood floors (such as Pergo) are to have the proper underlayment: 1/4" of cork and additional material to bring IIC rating up to 70. End product must have an IIC rating of 70.
- All ceramic tile floors are to have the proper underlayment: 1/4" of cork and additional material to bring IIC rating up to 70. We suggest a layer of cement-board.

The total end product of all sound abatement materials must have an IIC rating of 70.

K. ELECTRICAL - TELEPHONE - CABLE

- When moving the "home run" phone line in the kitchen, you must get permission, and correlate it between you, your neighbors, Management, and an electrician it must have access whether moved or not.
- All bedroom outlets are to be on an AFCI.
- All outlets within 5 feet of a water source (supply or drain) must be GFCI.
- Any changes to cable TV circuits must be done in conjunction with our cable vendor, as the bandwidth requires certain parts they must provide.
- Grounding conductors are to be bonded to the frame at the electric box.
- 2-30 Amp GFCIs for 220 Volt dryers
- Circuit breakers must be installed.
- Main electrical panel must have main disconnect.
- All changes to cable TV must be approved by the building vendor (RCN).
- Are thermostats installed? If so, line voltage or low voltage?

L. VENTING

- All moved venting is to be metal lined; no changes in area of opening or cfm are allowed.
- Neither the kitchen nor the bathroom exhausts should be blocked, nor their opening size changed.
- An over-the-stove "exhaust hood" must be recirculating only and cannot be vented to the wall
 exhaust
- Dryers must be vented to the apartment, not to the vent nor into the wall cavity.
- All air vents (kitchen and bath(s)) must be covered to prevent construction dust from escaping or infiltrating adjacent units.
- Maintain original exhaust opening size if adjustable retain ability.
- Exhaust cannot be blocked.
- Hoods and dryers must be vented to room.
- All dryers, even the "vent-less" type, must be in a vented room.

M. INSURANCE

- All remodeling projects require a complete and fully executed Certificate of Insurance from all independent contractors servicing the project. If a general contractor is hired, then one fully executed certificate is required.
- Any project begun without a Certificate of Insurance will be shut down and a fine may be levied against the unit owner.

| Signed | Date | |
|--------|----------|--|

I agree with the above checklist, sections A through M, regarding the building requirements.

Overview

Unit remodeling in James House and Kilmer House requires Board approval. The standards for approval are designed to ensure that remodeling does not affect neighboring units or compromise the mechanical systems and structural-architectural elements of the buildings. Changes to common elements and limited common elements are prohibited.

The following rules and standards cover the approval process, construction, common alterations, and restrictions on certain elements and permanently installed appliances, devices, and fixtures. Because it is impossible to anticipate every remodeling variation, the information in this section cannot address all situations. The section can be used as guidelines by unit owners as they plan improvements to their units.

A distinction is made between decorating and remodeling.

Decorating: No approval is required to change or add items that are essentially decorative in nature such as paint, wallpaper, carpeting, hardware, trim and moldings, and window treatments.

Remodeling: Unit owners must secure Board approval prior to making any alterations or replacing any items that could affect building systems in the following categories:

- Structural elements
- Walls (moving or removing)
- Floor coverings (except carpeting)
- Electric circuitry (fuse and circuit breaker boxes)
- Plumbing and plumbing fixtures
- · Conduit,, heating and ventilating systems
- Entrance to unit
- Windows, balcony, and patio doors
- TV cable system

[Refer to Sections 4.10 (b) and 5.08 (h) of the Declaration.]

Miscellaneous improvements: Often, unit owners wish to make an isolated improvement that is not part of a major remodeling project. They may intend only to install a single item – for example: a ceiling fan, a built-in humidifier, an HVAC thermostat, track lighting, replacement electrical outlets and switches, a single-handle faucet, or an upgraded built-in kitchen appliance. In such case, the unit owner should call Management. Often, Management can give on-the-spot approval to proceed or require only a written notification.

A unit owner who is in doubt about whether a proposed change needs approval should call Management. In fact, all questions regarding unit alterations should be directed to Management.

Plumbing Reminders:

- No plastic pipe is to be used in any plumbing or appliance installation.
- Saddle clamps, often used in the installation of dishwasher and ice machine water lines, are prohibited, as they have a tendency to leak.
- The City of Chicago requires the installation of an anti-scald mechanism on all single-handled shower faucets. See Special Instructions (provided by Engineering) on how to install bypass plumbing and access panel in order to provide future pressure correction services to your shower. All tub shower valve bodies must have integral stops.
- Any alteration to the kitchen sink will require you to remove any existing garbage disposal.
- Whirlpool or bubble baths must be soundproofed and have an access panel to drain any mechanical systems. Marine board and cork are recommended to assist in soundproofing.
- Shut-off valves for all sinks, toilet, dishwasher, and tub must be accessible. Check valves must be visible for inspection.

Bathroom restrictions are required so the pipes in the plumbing wall and ceiling are accessible.

- No tile, mirrors or marble slabs can be installed on the ceiling and plumbing wall.
- Only the plumbing wall portion of the shower enclosure can be tiled.
- No soffit can be built on the ceiling above the tub/shower.
- No fixtures can be attached to the plumbing wall (towel warmers, light fixtures, etc.)

Electrical Reminders:

- GFCI outlets are required by City of Chicago code in any location near a water source.
- All City of Chicago codes must be adhered to.

Walls:

- No wood materials are to be used in any wall installation, per City of Chicago codes.
- If cinder block wall is opened for plumbing work, wall must be restored to original fire rating when closed up. Block and/or fire-rated access panels must be used to close all plumbing walls when work is complete in wall. Drywall or panels are not acceptable.
- When installing medicine cabinets into walls, be sure not to go beyond halfway into wall and encroach on neighboring wall cavity.
- Install new clean insulation to any plumbing walls to cut down on plumbing noise.

Construction, contractors

- 1. The unit owner is ultimately responsible for any damage done to building systems during construction. Because a contractor cutting into a wall, floor, or ceiling could damage electrical, plumbing, or HVAC systems, the unit owner should make sure either that his or her own insurance covers such a situation or that contractors have insurance to cover any damage or injury.
- 2. All construction work must comply with City of Chicago building codes.
- 3. Electrical and plumbing work should be performed by licensed contractors.
- 4. Workers must enter and exit through the service entrances and utilize the service elevators.
- 5. Construction work hammering, pounding, drilling, or sawing may be done only on weekdays between 9:00 AM and 4:00 PM and on Saturdays between 10:00 AM and 4:00 PM. No construction is permitted on Sundays or national holidays.

Removal of debris

• It is the unit owner's responsibility to arrange for removal of any debris created by construction work. No construction refuse may be left in trash chute rooms or hallways or on balconies or patios. The unit owner will be charged for removal of debris or any extra cleaning of the common areas resulting from the remodeling of his/her unit.

Airflow and ventilation system

- 1. The airflow above and beneath a unit's entrance door is an integral part of the building's ventilation system. Restricting this airflow for example: by attaching rubber strips at the top or bottom of the door results in diminished ventilation in the unit and causes inefficiencies within the system.
- 2. Blocking or sealing off the air vents in kitchens and bathrooms is prohibited.

Carpeting

• To reduce the transmission of noise, the installation of carpeting is strongly recommended. Wall-to-wall carpeting and large area rugs should be installed with under-padding. The heavier the padding, the better the noise reduction.

Hard-surface flooring

• Any unit owner who elects to install hard-surface flooring (for example: tile, slate, ceramic, or parquet) in any portion of his/her unit other than bathrooms must first have a sound-absorbent under-cushion installed. The under-cushion must be of the kind and quality to prevent the transmission of noise to the unit below. [Refer to Section 4.06(b)(ii) of the Declaration.]

Removal of original floor tiles

 The original white floor tiles in kitchens and black floor tiles elsewhere were installed when the buildings were constructed. The glue under these tiles contains asbestos. Any unit owner who desires to remove these tiles must first get written approval from the Board and use a licensed and insured asbestos contractor. All federal, state, and local laws must be followed in removing the tiles.

Window coverings

• The Board reserves the right to forbid any window coverings – draperies, curtains, shades, blinds, and such – that in color or design attract undue or inappropriate attention from the street. [Refer to Section 4.06(b) (ii) of the Declaration.]

Ceilings

• Unit ceilings are concrete with steel reinforcing rods (except for ceilings in units on the 43rd floor in James House and the 6th floor in Kilmer House, which are plasterboard). Small holes may be drilled in concrete ceilings with appropriate masonry bits for the installation of drapery brackets, window shades, track and similar lighting fixtures, and lightweight hanging plants. Projects of greater scope and any project involving plasterboard ceilings should be undertaken only with the written approval of Management.

Ceiling fans

• The electrical wiring for ceiling fans and other ceiling fixtures must be surface mounted. Channeling into the ceiling in order to bury the wiring is prohibited.

Fireplaces

• Ornamental fireplaces – those holding a flame that is purely for visual effect and requiring no venting of any kind – may be installed with Board approval. Wood-burning or gas fireplaces are prohibited.

Water furniture and water beds: Strictly prohibited.

HVAC units

- The supply and return lines that service HVAC (heating/air-conditioning) units must not be altered.
- Thermostats may be installed to regulate HVAC units; both line-voltage thermostats and low voltage thermostats are acceptable.
- Except as otherwise provided in these Rules, no permanently installed appliances other than replacements for originally installed appliances – may be installed or operated without prior Board approval.

Permanently installed appliances

- Certain plumbing appliances and devices require the installation of check valves. Without check
 valves, hot water can be forced into the cold-water line and vice versa. This affects the temperature
 of water reaching other units in the same tier. "Spring-loaded"-type check valves are required. They
 must be accessible and visible for building-wide check valve inspections that are conducted from
 time to time. Check valves are required for the following appliances and devices:
 - Single-handle faucets in sinks, tubs, and showers
 - Clothes washers
- Management coordinates unit check valve inspections, as needed. Unit owners will be given at least 30 days written notice of such inspections. If check valves are missing from designated appliances or devices, the Association, at the time of the inspection, will install check valves at the unit owner's expense.

Single-handle faucets

• The Association discourages the installation of kitchen and bathroom faucets that have one handle to control both hot and cold water. However, these single-handle faucets are permitted if the unit owner, at his or her expense, has check valves installed on both the hot and cold-water pipes under the sink. If check valves are installed behind a wall – in the case of a single-handle tub faucet, for example, the unit owner must contact Management to coordinate a check valve inspection prior to closing up the wall. Installation of an access panel is required for later inspection.

Dishwashers

- 1. Permanently installed dishwashers do not require check valves.
- 2. Portable dishwashers are not allowed.

Clothes washers

- 1. Portable installed clothes washers are permitted only if the unit owner, at his/her expense, has check valves installed on both the hot and cold-water pipes. Check valves must be exposed or behind an access panel.
- 2. Pressure reducing valves are required for permanently installed clothes washers. Because of the building's high-water pressure, clothes washer hoses may wear out sooner than expected. Pressure reducing valves should extend the life of the hoses.
- 3. Clothes washers may only be installed in kitchens.
- Portable clothes washers are not allowed.

Clothes dryers

- City of Chicago Building Code prohibits the venting of dryers through the air exhaust vents in kitchens or bathrooms. These vents are part of the building's fire-resistant system to keep smoke and fire contained within a unit rather than spreading to the hallways. Also, lint from a dryer could cause equipment problems with the fans pulling air through the vents, and lint could spread into other units through these vents.
- 2. Cutting a hole to vent into the wall is prohibited.
- 3. Dryers may be vented by either of the following methods:
 - A small-size support hose type of nylon stocking placed over the dryer vent is the most effective way to eliminate any noticeable lint. In some cases, a rubber band might be used to hold the stocking in place, or
 - A water bucket system, which can be purchased at most hardware stores.
- 4. A separate electrical line should be installed for a dryer because of the amount of electricity it requires. Even a portable dryer may require an entire 15-amp electrical line. Most units have only one electrical line per room, so when a dryer is operating, no other electrical device [lights or television, for example] can be used in that room without blowing a fuse.

Microwave ovens and range hoods

• Microwave ovens with ventilation systems and range hoods must be the recirculating type and cannot be connected into the building ventilation system.

Whirlpool tubs

• Standard bathtubs may be replaced by whirlpool tubs. The size of a whirlpool tub is dictated by the requirement that there be no modifications to the existing tub waste line.

Refrigerator water lines and humidifiers

• Installation of refrigerator water lines and built-in humidifiers may be done only if all pipes are placed within the walls. Running water lines through channels in the floor or ceiling is prohibited.

Garbage disposals

- The installation of garbage disposals is not permitted. Existing disposals may not be replaced at the conclusion of their useful life. Disposals generate excessive sludge buildup in the pipes of the buildings. The Association has incurred additional costs directly related to garbage disposals and the building plumbing system.
- 2. Unit owners who already have a garbage disposal are responsible for any problems occurring in their pipes. They should refer to and follow the disposal manufacturer's operating instructions. Generally, the cold water should be running and there should be plenty of water in the sink before the disposal is turned on, and then the water should continue to run for 60 seconds after the disposal has been turned off.

Plumbing pipes and supply lines

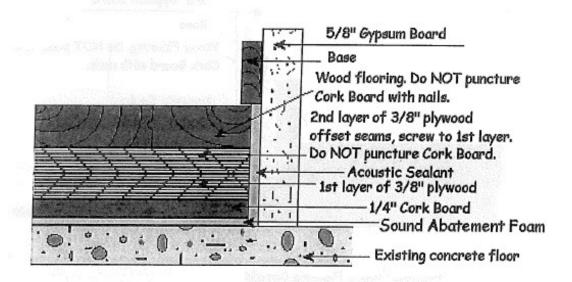
• The installation of plastic pipes and plumbing fixtures is prohibited. The building system is galvanized steel. Type L or M copper piping is also acceptable; all connections between copper and galvanized steel must be through dielectric fittings.

Plumbing damage and costs

- Unit owners are responsible for and will be charged for any damage, repair, replacement, or additional maintenance costs that occur to other units or the building's system or equipment resulting from improper installation, maintenance, or use of any appliance, equipment, plumbing lines, or fixtures. Liability for damages includes the overflow or leaking of appliances, equipment, plumbing lines, drains, and fixtures.
- 2. If it is determined that by allowing certain appliances, equipment, or fixtures, increased maintenance or repair costs have fallen on the Association, the Board may require that owners of such items reimburse the Association for such additional costs.

Rights of Management to enter any unit

Per Section 5.07(c) of the Declaration, "The Board or its agents, upon reasonable notice, may
enter any Unit when necessary in connection with any maintenance or construction for which
the Board is responsible or to make emergency repairs as may be necessary to prevent
damage to the Common Elements or to any other Unit or Units."



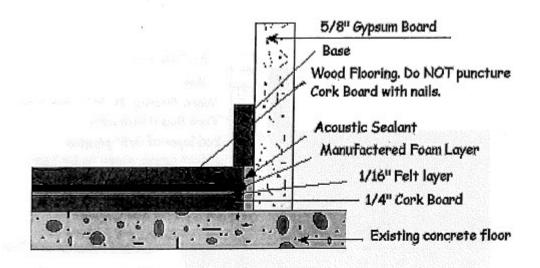
Wood Flooring Details

Note: All flooring must have at least 1 layer of 1/4" cork and additional sound absorbing material to equal a total IIC rating of 70.

Wood Flooring Installation:

All wood flooring must have sound abatement materials that perform to an IIC and STC rating of 70 or above. With ratings above 70 a layer of cork is not required. If your abatement is below 70, then you must use $\frac{1}{4}$ inch cork in addition to your sound abatement material. Three products available with above 70 ratings are SoundStep, SCUBA, and Floor Muffler. However, there are many brands on the market.

Proper installation is the key to performance!



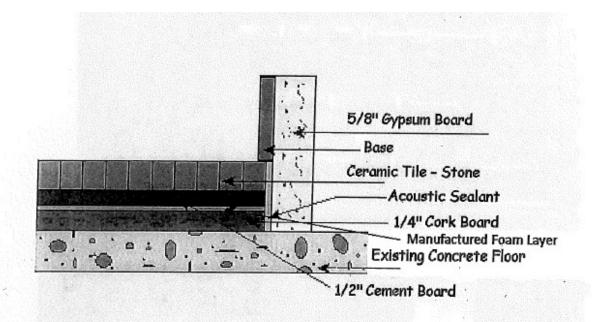
"Floating" Wood Flooring Details

Note: All flooring must have at least 1 layer of 1/4" cork and additional sound absorbing material to equal a total IIC rating of 70.

Wood Flooring Installation:

All wood flooring must have sound abatement materials that perform to an IIC and STC rating of 70 or above. With ratings above 70 a layer of cork is not required. If your abatement is below 70, then you must use ¼ inch cork in addition to your sound abatement material. Three products available with above 70 ratings are SoundStep, SCUBA, and Floor Muffler. However, there are many brands on the market.

Proper installation is the key to performance!



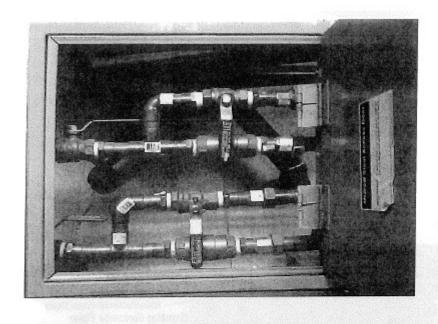
Ceramic Tile - Stone Floor Installation Details

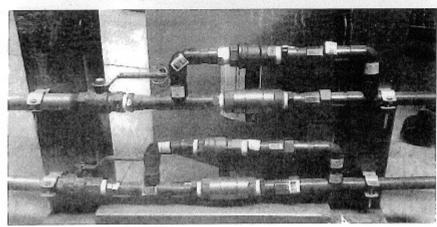
Note: All flooring must have at least 1 layer of 1/4" cork and additional sound absorbing material to equal a total IIC rating of 70.

Wood Flooring Installation:

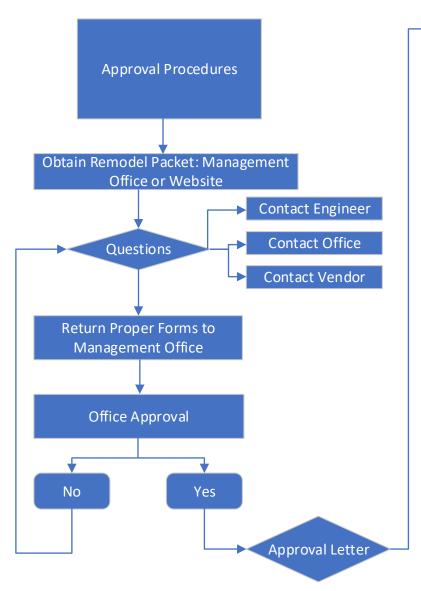
All wood flooring must have sound abatement materials that perform to an IIC and STC rating of 70 or above. With ratings above 70 a layer of cork is not required. If your abatement is below 70, then you must use ½ inch cork in addition to your sound abatement material. Three products available with above 70 ratings are SoundStep, SCUBA, and Floor Muffler. However, there are many brands on the market.

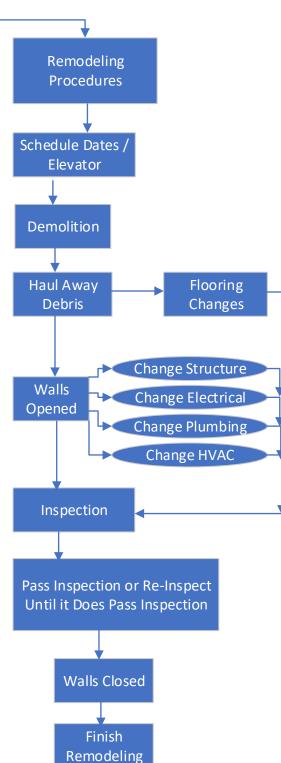
Proper installation is the key to performance!





A SAMPLE OF A BYPASS PLUMBING SYSTEM.





Final

Inspection

*PROPER FORMS INCLUDE:

- 1. Scope of work documents
- 2. \$300 remodeling fee
- 3. All required permits
- 4. Certificate of insurance with JK named as additional insured
- 5. Copies of required license(s)
- 6. Drawings
- 7. List of vendors, specifications, dates, and emergency numbers
- 8. Signed Remodeling Agreement and Signed Checklist

UNIT OWNER'S ALTERATIONS AND IMPROVEMENTS AGREEMENT CARL SANDBURG VILLAGE CONDOMINIUM ASSOCIATION #7

| UNIT OWNER: | | |
|--------------|--|--|
| | | |
| UNIT NUMBER: | | |

UNIT OWNER ALTERATIONS AND IMPROVEMENTS AGREEMENT

| THIS AGREEMENT is made | and entered into this | day of | | , |
|------------------------------------|-------------------------|-----------------|------------------------|----------|
| 20, by and between Carl Sandburg | Village Condominium | Association No. | 7, an Illinois not-for | r-profit |
| corporation (the "Association) and | | | (the | "Unit |
| Owner"), owner of Unit Number | in the Association (the | e "Unit"). | | |
| | | | | |

WHEREAS, the Association is responsible for the general management, operation, and supervision of the Carl Sandburg Village Condominium Association No. 7 (the "Condominium"), which residential condominium is located in two buildings commonly known as James House, whose common address is 1560 North Sandburg Terrace, Chicago, Illinois, and Kilmer House, whose common address is 1555 North Sandburg Terrace, Chicago, Illinois, respectively.

WHEREAS, that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Carl Sandburg Village Condominium Association No. 7 (the "Declaration") provides for, among other things, (a) the consent of the Association, through its Board of Directors, prior to the performance of certain additions, alterations or improvements of any unit in the Condominium, and (b) certain other rights of the Association relating to any such alterations, additions or improvements proposed by any unit owner.

WHEREAS, the Unit Owner desires to perform, or cause to be performed, the alterations, improvements, additions, installations, or repairs to the Unit set forth in the plans and specifications in Exhibit B attached hereto (all of which are collectively referred to as the "Work").

WHEREAS, the Association, subject to the terms and conditions set forth below, has consented to the performance of the Work in accordance with said plans and specifications and subject to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Compliance with Unit Alteration Package</u>. This Agreement is attached to a 24-page document that contains requirements, terms and conditions for alteration, improvement, and renovation of units in the Association (the "Unit Alteration Package"). Unit Owner unconditionally agrees to comply, and to cause Unit Owner's contractors to comply, with all provisions of the Unit Alteration Package and this Agreement in connection with the Work.
- 2. **Performance of the Work**. The Work shall be performed, at the sole cost and expense of the Unit Owner, by contractors, subcontractors and mechanics designated by the Unit Owner and reasonably acceptable to the Association; provided, however, that the Association reserves the right to cause any portion of such Work which affects, or in the Association's sole judgment could affect, the structure, or any system of the Condominium or any other unit in the Condominium (including without limitation, any common walls, floors or ceilings, the heating, ventilating and air conditioning systems, the plumbing system, the cable television system and the electrical system) to be performed by

contractors, subcontractors, and mechanics of the Association's choosing, in which event the Unit Owner shall pay the cost of preparation of the plans and permits and the fees of said contractors, subcontractors and mechanics. No changes or modifications shall be made to the Work except upon the prior written consent of the Association. The Association and its agents shall have the right to inspect the Work at any reasonable times. Work shall be done only during the days and hours specified in the Unit Alteration Package. The Unit Owner shall at all times keep the Unit, the other units in the Condominium and the common areas of the Condominium free from debris and any unsafe conditions resulting from the Work. In the event that (a) the Unit Owner fails to perform the Work as set forth in Exhibit B and in accordance with the terms and conditions contained herein, and (b) such failure either affects the structure or any system of the Condominium or any other unit in the Condominium (including without limitation, any common walls, floors or ceilings, the heating, ventilating and air conditioning systems, the plumbing system, the cable television system and the electrical system}, increase the cost of insurance required to be carried by the Association or creates an unsafe or hazardous condition, in the sole discretion of the Association, that threatens the Condominium or the other unit owners in the Condominium, in addition to all other rights and remedies of the Association contained herein, in the Declaration, at law or in equity, the Association may require, at the Unit Owner's sole cost and expense, that the Unit Owner properly complete the Work or restore the Unit to its original condition or the Association may cause such Work or restoration to be done, at the Unit Owner's sole cost and expense, by contractors, subcontractors and mechanics designated by the Association. All payment due from the Unit Owner hereunder shall be made within fifteen (15) days after the Association's request therefor.

- 3. Asbestos. Asbestos containing material ("ACM") may be encapsulated, removed, abated, or otherwise disturbed only: (1) with prior approval by Management, (2) under the supervision of Management, (3) by a licensed contractor approved by the Environmental Protection Agency and acceptable to Management (an "Approved Contractor"), and (4) at the Unit Owner's sole cost and expense. The Unit Owner shall be responsible for all damage, loss, cost, and expense occasioned by, arising out of, resulting from, or related to the Unit Owner's failure to comply with the provisions of this paragraph. Copies of all documentation relating to removal and disposal of ACM shall be provided to the Management Office, including, but not limited to, shipping manifests, and dumping receipts. Monitoring of the air in the Unit shall be done prior to, during, and after abatement of any ACM. The asbestos abatement shall not be deemed completed until the Approved Contractor shall have issued a certificate to Management that all removed ACM has been properly removed and disposed of.
- 4. <u>Indemnification</u>. The Unit Owner agrees to indemnify, defend and hold harmless the Association, and its agents, directors, officers, unit owners, servants and employees (collectively, the "Indemnified Persons") with respect to any and all claims and liabilities of every kind, nature and description which may relate to, arise out of, result from the Work, including but not limited to (a) the cost of repairing or replacing any damage to the Condominium or any other unit in the Condominium occasioned by, relating to, arising out of or resulting from the Work, and (b) reasonable attorneys' fees and other related costs and expenses incurred by the Indemnified Persons in enforcing this Agreement. The Association shall have the right to require the Unit Owner to deliver to the Association security, in an

- amount acceptable to the Association, to be held by the Association to assure prompt payment of amounts due pursuant to this paragraph.
- 5. <u>Insurance</u>. Prior to the commencement of any Work or the delivery of any materials to the Unit, the Unit Owner shall submit all of the following to the Association: the names, addresses and phone numbers of all contractors, subcontractors and mechanics (other than those chosen by the Association) who will be performing Work in the Unit; copies of all contracts for the Work; copies of all necessary permits for the Work; and certificates of insurance in accordance with the requirements of the Unit Alteration Package.
- 6. <u>Compliance with Laws</u>. The Unit Owner shall procure all permits necessary for the Work, and all Work shall comply with all applicable laws, codes, ordinances, rules, and regulations of all federal, state, and local governmental authorities (including without limitation, all building, health, fire and safety codes and applicable zoning ordinances), all collective bargaining agreements applicable to the Condominium, and the Rules and Regulations adopted from time to time by the Association. All Work shall be done in a professional, good workmanlike and lien-free manner and with the use of new high-quality grades of materials.
- 7. <u>Successors and Assigns</u>. All terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of and shall apply to the respective heirs, executors, administrators, successors, assigns, grantees, and legal representatives of the parties hereto.
- 8. <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- 9. <u>Severability</u>. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions of this Agreement.
- 10. **No Waiver**. The Association's failure to insist, in any one or more instances, upon the performance of any of the term, covenants or conditions of this Agreement, or to exercise any right granted herein shall not be construed as a waiver or relinquishment of such term, covenants, condition or right as respects further performance.
- 11. **Entire Agreement**. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, or agreements, oral or otherwise, not contained in this Agreement shall be of any force and effect. This Agreement may not be modified in whole or in part other than by an instrument duly executed by both parties hereto.
- 12. Payment and Collection of Amounts Due. The Unit Owner shall promptly pay all costs, charges, and expenses, including court costs and attorneys' fees, incurred by the Association in connection with or in any way arising out of the Work or in the exercise of any of the Association's remedies hereunder. The Unit Owner agrees that all amounts due hereunder but not promptly paid shall be deemed unpaid condominium common expense assessments of the Unit Owner's Unit in the

Association, and that the Association may exercise any or all rights and remedies applicable to non-payment of condominium common expense assessments with respect thereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

| CARL SAN ASSOCIAT | | | |
|----------------------|------|------|------|
| Ву: | | | |
| Its | | | |
| UNIT OWN | NER: | | |
| | | | |
| Printed Nar | ne: | | |