



# Park Tower Condominium Association

## Construction and Remodeling Policies and Procedures

Lack of compliance with these Policies and Procedures will generate applicable fines and/or rejection of plans. Plumbing and electrical changes must comply with State and City of Chicago codes and specifications.

Park Tower Condo Association

5415 N. Sheridan Road Ste. 107, Chicago, IL

Phone: (773)769-3250 Fax: (773) 769-0047 E-mail: [parktowercondo-mgmt@habitat.com](mailto:parktowercondo-mgmt@habitat.com)

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## INTRODUCTION

These Construction/Remodeling Policies and Procedures are the specific guidelines for unit renovations and alterations at the Park Tower Condominium Association. They supplement the Rules and Regulations Handbook, the Declaration of Condominium Ownership and By-Laws. They shall be followed by Unit Owners and contractors working for individual Unit Owners in the Park Tower Condominium Association (hereinafter referred to as "Association"). If there is deemed to be any inconsistency between these documents, the Declaration shall take precedence. This packet must be read and a signed remodeling agreement, Appendix C, submitted prior to commencing construction so that all parties are familiar with the requirements and limitations that will affect condominium construction.

### CONTACTS

In the event of any problems or questions, do not hesitate to contact the Management Office:

Park Tower Condominium Association  
Management Office  
5415 N. Sheridan Road  
Chicago, Illinois 60640

Phone (773) 769-3250

Fax (773) 769-0047

Email: [parktowercondo-mgmt@habitat.com](mailto:parktowercondo-mgmt@habitat.com)

### BUILDING DESCRIPTION

Park Tower Condominium Association (hereinafter referred to as "the Building" or the "Association") is located in Chicago, Illinois and is bounded by North Sheridan Road, the Breakers to the south, Lincoln Park to the east, and Edgewater Plaza Condominium (5445 N. Sheridan Road) to the north. The Building is a 55-floor high rise, mixed-use development consisting of the following components: Parking Garage, Health Club, Loading Docks, Mall and Commercial Units, Mechanical Areas, and Residential Condominiums.

### COORDINATION

The Unit Owner and Contractor shall plan, coordinate, and execute any construction or remodeling work (hereinafter referred to as "construction") in such a way as to preserve the integrity of the Building and its components, and at no time shall the requirements of either the Building or governmental authorities for occupancy of any component be jeopardized.

During all periods of construction, the Unit Owner and any hired Contractor shall conduct or cause to be conducted all labor practices and relations with employees and subcontractors in such a manner as to avoid all strikes, picketing and boycotts of, on or about the Building. If during the period of construction any employees or employees of subcontractors strike, or if picket lines or boycotts or other visible activities objectionable to the Association are conducted or carried out by or against the Unit Owner or a Contractor, subcontractors or any of their respective employees, on or about the Building, the Unit Owner shall immediately close the condominium unit job site and remove or cause to be removed all personnel therefrom until the dispute giving rise to such strike, picket line, boycott or objectionable activity has been settled to Association's satisfaction.

## **PUBLIC ANNOUNCEMENT AND CONFIDENTIALITY**

With respect to the Association, any and all knowledge, information, data, materials, trade secrets and Association work product obtained, produced, generated or otherwise acquired by Unit Owner, a Contractor or its agents, employees, subcontractors and sub-subcontractors, shall be confidential.

## **LIENS**

Any mechanic's lien rights arising out of work performed or materials or labor furnished, shall attach solely to the condominium Unit in which the work is performed. Any Contractor shall have no lien rights with respect to the Building, its common elements, components or other Units in the Association. Any Contractor shall waive and release any lien rights to any other portion of the Building for labor, materials and services furnished. The Unit Owner and any contractor shall indemnify against claims by subcontractors, sworn contractors' affidavits conforming to Section 5 of the Illinois Mechanic's Lien Act, architect's certificate of completion, and such other releases and waivers as the Building may require. The relevant provisions of this paragraph shall be included in all subcontractor agreements and such agreements will be submitted to the Association for review and approval.

## **ASSOCIATION RIGHTS**

If, in the sole judgment of either the Park Tower Condo Association or its Managing Agent, an emergency exists as a result of the construction, which in the Association's opinion requires immediate corrective action, then the Association may, without notice perform such corrective work or cause it to be performed by others. In such case any costs arising from such corrective work will be borne by the Unit Owner and the Contractor.

The Association reserves the right of access to any part of the unit and construction area at any time to observe the work. The Unit Owner and any Contractor or workers present shall cooperate with the Association during access for observation of work.

## **CONSTRUCTION CATEGORIES**

Remodeling projects are divided into three categories, each defined below along with notification and approval requirements.

**Category "A" Projects:** These are minor projects that do not affect any Common Elements, such as painting, wallpapering, replacing appliances, and removal and installation of carpeting. The Management Office should be notified in advance of work in the event contractors or outside workmen are involved or if the service elevator is required. Category A Projects do not require prior Association approval; however, all Association rules, policies and procedures apply, such as deliveries, scheduling, and noise.

**Category "B" Projects:** These are more complex projects that involve possible interruption of water, electrical, phone, cable, or plumbing systems or alteration of Unit walls. Category B projects include, but are not limited to:

1. Replacing kitchen cabinets;
2. Replacing sinks, faucets, toilets, or tubs;
3. Installing a refrigerator with an ice maker or water supply;

4. Installing a dishwasher;
5. Installing a washer and/or dryer;
6. Modifications to electrical, telephone, or cable systems;
7. Altering or closing of plumbing pipes;
8. Installation of plumbing fixtures and/or appliances, etc.;
9. Wall removal, relocation or addition involving walls containing ventilation shafts;
10. Installing hard surface flooring (marble, ceramic tile, hardwood flooring, vinyl, etc.);
11. Any action affecting operation of the ventilation system;
12. Replacement, modifications or repairs to the window system, including double-glazing improvements.

Category B requires the Unit Owner to follow all Association rules, policies and procedures and obtain Association approval prior to start of work. All work must be inspected during work and when the work is complete as noted in the Construction Approval Form from the Management Office.

**Category “C” Projects:** These projects involve possible extension into Common Area space and may include projects from previous categories. Category C Projects include, but are not limited to:

1. Combining Units;
2. Moving the location of entry door(s) in the Common Area corridor;
3. Modifications involving work in Common Area electrical and/or mechanical rooms;
4. Any modifications to the structure of the building or concrete slabs, columns, and/or curtain wall.

Category C requires the Unit Owner to follow all Association rules, policies and procedures, obtain Association approval prior to start of work, and may require the review and opinion of an architect, engineer, or other industry professional. All work must be inspected during work and when the work is complete as noted in Construction Approval Form from the Association’s Management Office.

## **GENERAL CONSTRUCTION POLICIES AND PROCEDURES**

### **APPROVAL PROCESS**

No work shall proceed without prior written approval by the Board / Association. A Construction Agreement shall be completed by the Unit Owner and submitted to the Management Office. It shall be reviewed and approved no less than twenty (20) business days of receiving the request. This will be provided in the form of an approval letter. Otherwise the owner will be informed the management office needs more time to review the construction request.

### **COMMON ELEMENT ALTERATION**

Alteration of the building structure or common elements is not permitted without Association approval. Written authorization from the Board of Directors is required before the commencement of any construction requiring penetration of the Common Elements, including but not limited to the concrete floors, ceilings, columns, and walls adjoining another Unit. For example, cutting or channeling of concrete floors and ceilings. The Association may restrict or prohibit changes or addition which in its sole judgment may pose a danger of damage to the Common Elements or to other Units in the Building.

The following is strictly prohibited without an architect or engineer's opinion and Board approval:

1. Any work on or within the common mechanical chases;
2. Cutting into concrete columns, floors and sheer walls;
3. Connections to the kitchen and bath venting systems;
4. Relocation of water risers, waste lines, and open site relief drains or venting stacks;
5. Alteration of the exterior curtain wall assembly, windows and window frames.
6. Alterations to the existing heating and air conditioning system (other than repairs or replacements of the present units).
7. Air hammers or tools and equipment with a similar purpose.

The exterior window curtain wall assembly shall not be altered in any way. There shall be no removal of any parts, screws, etc. Nothing shall be done to damage the horizontal metal cover plate that encloses the space between the window wall assembly, the concrete ceiling, and the curtain wall. Window treatments may not be applied to the exterior window wall. Any damage could risk serious window leaks or air infiltration.

### **COMPLIANCE**

All work shall conform to and be in accordance with the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws and Rules and Regulations of Park Tower Condominium Association. As such, all work done in a Unit must be done in strict compliance with Building Codes and all Federal, State, County, and City zoning, safety, and environmental guidelines.

All products and materials used in remodeling projects must meet minimum standards established by the industry standard regulatory agencies for each proposed material or product (i.e., Underwriters Laboratory, American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), US Gypsum Construction Handbook, etc.).

### **CONSTRUCTION PLANS AND AGREEMENT**

Before Association approval can be granted, a Unit Owner requesting to make any additions, alterations or improvements within a Unit, the Common Elements, or the limited Common Elements shall submit to management the completed Construction Agreement (Appendix C) with written plans including a description and professional drawings of proposed work for review by Association and authorized representatives. By signing the agreement, the Unit Owner and Contractor agrees work will be performed in compliance with the Association guidelines and all municipal requirements and Chicago Building Codes.

For Category C projects, the Unit Owner shall pay for independent Architectural or Engineering review and any other lawful fees the Association deems necessary to protect and maintain the Building and common areas during the planned work. If such an independent review is required, the architect or engineer shall submit a certificate or statement of compliance that plans for the remodeling meet all of the Association's Building Construction General Guidelines and Specifications and all state and local Building Code requirements. This would include but not be limited to all General, Plumbing, Heating, Ventilation, Cooling and Electrical work.

The Unit Owner shall also submit payment of the construction fee and deposit as then currently required by Association rules. The deposit, less any fines for non-compliance or damages, will be

refunded if inspections of the premises following the remodeling results in a report of satisfactory conditions. Nothing contained in this rule shall be construed to mean that the Unit Owner's liability for damages is limited to the amount of the security deposit. These can be assessed to the Unit Owner's account.

### **DELIVERIES AND PARKING**

Construction related deliveries, tools and materials shall be conveyed at the loading dock at the back of the building. Deliveries shall be scheduled in advance with the office consistent with the rules and regulations. It is the Contractor's responsibility to safeguard his own material and equipment at all times and to bear the risk of loss and/or damage thereto. No tools or equipment that belong to the property of Park Tower will be available to contractors for any reason. Anyone using the loading dock shall sign in on the clipboard on the wall adjacent to the security office, and check in at the front desk prior to bringing in materials or commencing work.

Vehicles not involved in active loading and unloading shall be properly parked. Only vehicles paying a fee to the management office may park in the dock area. Valet parking is available in the garage at guest rates, however, parkers are accepted on a first come, first-serve basis, and vehicles may not exceed the 5'10" height restriction. Parking elsewhere along the perimeter of the building is prohibited. Otherwise, street or neighborhood parking is required.

### **ELEVATOR POLICY**

All contractors, including supervisory personnel, employees and subcontractors, or anyone other than the unit owner or resident who is directly or indirectly involved with construction in the unit, shall use the service elevator only and may only exit the elevator at the Unit Owner's floor, the ground floor or 1P garage. Following notice and an opportunity for a hearing, Unit Owners may be subject to a fine for violation of these requirements by persons involved in their construction project. Any violations after the second offense will cause the Association to bar the contractor and its related personnel from the project.

### **EMERGENCY REPAIRS**

Unit Owners shall request permission from management and/or the maintenance staff before proceeding with emergency repairs. All the same rules, policies and procedures apply except that processing requests will be expedited. Emergencies such as fires or floods will be handled pursuant to the Association's emergency plan.

### **INSPECTIONS**

The Association has the right to inspect any work in progress, any completed work, the methods or materials used in connection with any such work to ensure compliance with the rules and regulations governing such work including and to stop work in progress to perform compliance reviews. It is the responsibility of the Unit Owner to ensure that any required reviews or inspections are completed prior to closing any walls or the completion of any installations by contractors or workers. In the event the Unit Owner fails to do so, the Association may require concealing walls be reopened to permit such inspection at owner's expense.

### **RESTROOM FACILITIES**

Unit Owners must provide any contractors, workers and employees with private restroom facilities. Public restrooms are not available. If the water is shut off in the unit, the Contractor may make temporary arrangements with management to use the mall restrooms.

## **UTILITIES AND SHUT DOWNS**

When an adjoining wall or partition is opened and any mechanical, electrical, communication or cable work is done, the area must be inspected by an authorized agent of the Association before work is completed. Similarly when walls are opened for plumbing installations, alterations or repairs, the work must be authorized and inspected by the Association. Whenever a partition is altered in any way, any utilities shall be designated on all drawings as electrical, plumbing, telephone, or cable.

Re-routing of telephone and cable lines shall be done by the respective utility company. The Association may require the presence (at the Unit Owner's expense) of a utility company employee if any modification is to be made which may affect service to other Units in the building.

The Association requires at least 5 (five) business days advance written notice for shut down of utilities affecting any Unit. If 5-day notice is not given a fee may be charged. No shut downs will be permitted without written approval from the Association. This includes telephone, cable television/internet, electric, and plumbing. Other than emergencies, there will be no utility shut downs with less than 48 hour notice. Any unscheduled interruptions will result in a fine up to \$1000 per incident.

The unit's metered electrical service will be used for all purposes. Electrical use from common areas (such as hallway outlets or light fixtures) is prohibited and may be penalized with a fee.

## **WORKING HOURS AND NOISE**

It is expected and encouraged to complete work in minimal time and with the least amount of noise and disturbance possible. Hours for construction, remodeling or otherwise noise-producing work, excluding emergency repairs, is restricted to Monday through Friday, between the hours of 9:00 a.m. and 4:30 p.m. No noise-producing work shall be permitted on weekends or holidays, except activities that do not produce noise, such as painting and wallpapering.

Unit Owners shall notify surrounding Units in writing of their work schedule and the dates and times noise producing work. This shall be presented to the Office for distribution to the effected units. A sample form for this purpose is attached, Appendix E.

## **WORK ORDERS**

Standard service charges for any work done in the Unit by the Association's staff shall be charged to the Unit Owner as a "service recovery" based on the latest edition of the Estimated Service Request Charges and current budgeted labor charges. This list shall be available during working hours in the Management Office. Typically, work orders would result from any clean up or removal of debris, or repairs due directly or indirectly to the construction.

# **CONTRACTOR GUIDELINES**

Unit owners may hire contractors to manage and carry out construction. All Association rules, policies and procedures apply to any contractor or worker entering the building and unit. Following are general policies and procedures that shall be followed:

1. Prior to beginning work, contractors must present a certificate of insurance. Appendix B describes the specific terms and requirements.

2. For all work to be completed under Category B and C, the Unit Owner or his/her agents must be able to provide evidence that all work is to be performed and completed by a qualified, licensed contractor with individual capable of completing all work in a safe and workmanlike manner.
3. Unit Owners are responsible for communications with the contractor informing the Management Office that a contractor will be on the premises on any given day.
4. No contractor or workers are allowed through the lobby with any tools or materials at any time. Contractors must use service elevator to transport all materials. Nothing is to be transported up to a unit on the exterior of the Building.
5. Contractors may not store any tools, equipment or materials in common areas of the Building, such as hallways, service areas or the dock.
6. Luggage and shopping carts stored at the loading dock next to the security office are for resident use only. Contractors are not allowed to use these carts at any time
7. A flatbed and dolly are available to contractors for their use by request. They may be signed out at the front desk. They must be returned after one hour of use. However, they may be used up to four hours for loading and unloading if the service elevator has been reserved.
8. In event of an emergency, the contractor should coordinate and comply with the Building staff and management. Emergencies should be reported immediately.
9. Drop cloths or a protective covering / cardboards / plywood shall be used in the residential hallway during hours when workers are present. They must completely cover the traffic areas and provide total protection of carpeting. They must be removed at the end of each work day, and common areas must be left in a clean condition. In the event that additional cleaning needs to be performed by Association personnel due to construction, the Unit owner will be charge for cleaning expenses as a work order.
10. To prevent construction dust from entering other units, kitchen and bathroom vents are to be sealed while construction is in progress.
11. The Unit Owner shall bear the cost of repairing damages to the Common Elements of the Building or damage to any Units within the Building resulting directly or indirectly from construction.
12. A fee will be charged to the Unit Owner for any removal of debris or bulk items left in the common areas (such as the hallway or service area) which results from the construction after each workday.
13. Contractors shall not use any common areas for staging or performing construction work. If access to an adjacent space is necessary, arrangements shall be coordinated with the Management Office. Any additional cost (i.e. security, damage repairs, restoration) as a result will be the responsibility of the Unit Owner and Contractor.
14. Unit Owner's contractors or employees who do not have proper identification will be removed from the Building. The contractors will be required to wear a tag identifying their name, the company name, and unit number. The tag should be returned at the completion of the construction / remodeling.
15. No contractor or worker will be issued keys to a unit without written authorization from the unit owner.

Failure to comply with these or any Association rules and regulations or the Declaration may result in contractors being barred from the building, and fines may be assessed to the unit owner.

## **PRE-CONSTRUCTION REQUIREMENTS**

### **DEPOSIT**

A \$250 refundable deposit shall be required for construction in category B and a \$500 refundable deposit shall be required for construction in category C. This deposit shall be used as security for potential rule violation fines, corridor, elevator and/or common elements damages and clean up that may occur and will be required from each Unit Owner prior to the commencement of work. This deposit, submitted in the form of a cashier's check or money order, will be held by the Association. Any time a fine is assessed or damage occurs, it can be paid with monies from this deposit, and the Unit Owner will be asked to return the deposit to the original level. Should this not occur, the contractor can be denied access to the Building. Any unused portion of the deposit shall be returned to the Unit Owner after completion of the work.

### **INSURANCE**

Unit owners doing any construction independently, the minimum homeowner's insurance requirements established by the Rules and Regulations must be met. Where a Contractor is hired, a certificate of insurance shall be provide consistent with the requirements under Appendix A and maintained for the duration of the project.

### **PERMITS, FEES AND NOTICES**

The City of Chicago Building Department shall determine if a building permit or any other type of permit(s) is required for the work. The Unit Owner or Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of their work. The Unit Owner is responsible for all communications with the City of Chicago relative to Unit Owner's work.

The Unit Owner or Contractor shall submit all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of their work. If it is found contract documents are at variance with applicable laws, statutes, ordinances, building codes and regulation in any respect, the Association shall be notified and the necessary adjustments shall be made before construction begins.

If the Unit Owner or a Contractor performs any work which the Contractor knows or, in the reasonable performance of his obligation should know, to be contrary to Illinois law or municipal regulations and does not notify the Association, the Contractor and the Unit Owner shall be jointly and individually responsible to the Association for making all changes required to comply with such regulations; and the Unit Owner and the Unit Owner's Contractor shall jointly and individually bear all costs arising from such violations and each will indemnify and hold the Association, the Board of Directors, the managing agent and Association employees harmless from any and all liabilities, costs and losses resulting from such violations. The receipt by the Association of a building code violation notice from the City of Chicago or a notice from any other state or municipal department shall demonstrate the Unit Owner and Contractor had notice of a violation under this paragraph.

### **SUBMITTAL OF PLANS**

The plans and specifications for construction must be submitted to the Condominium Association for review prior to the commencement of any work in the Building. A minimum of two (2) sets of plans and specifications shall be delivered to the management office no less than twenty (20)

business days prior to the commencement of work in order to allow sufficient time for review.

In the event the plans submitted for review are deemed by the Association to require review by an approved architect or engineer, the expense for this review shall be borne by the Unit Owner. The Unit Owner shall be required to abide by any construction revision notations indicated by the architect's review, and construction shall not commence until revised plans are submitted.

The "**Construction Plan**" shall include, but not be limited to, the following:

1. Two sets of plans and specifications as required above, and proposals prepared by any contractor and sub-contractors.
2. A floor plan of the unit illustrating the locations and nature of the construction.
2. Anticipated dates construction will commence and finish. Any work requiring more than 90 days needs to be approved by the Board. (No less than three (3) days prior to actual commencement of work, Unit Owners shall submit a construction schedule to the Office, and provide written updates of any schedule changes. To avoid conflicts with other activities scheduled in the building, Unit Owners shall consult with the Management Office before scheduling work to begin.)
4. Anticipated material delivery schedules, including means and methods, and dates for any reservations for exclusive use of a service elevator.
6. Specifications for structural loading capacities and penetrations (if necessary).
7. A list of all contractors and subcontractors (names, addresses, phone numbers) so management can verify authorization to enter the building and units, and submittal of the contractor's City of Chicago license number. Also, contractor and/or architect emergency phone numbers.
8. List of all supervisory personnel and emergency phone numbers.
9. Certificates of comprehensive general liability and property damage insurance from a reliable provider, as described in Appendix B. No construction work will be allowed to begin until the appropriate Certificates of Insurance have been received, including all contractors and delivery companies.
10. Proof of building permits, if required.
11. Signed Remodeling Agreement Appendix 'C'.
12. Waivers of lien or sworn statements from contractors and subcontractors to protect the Property from all mechanic's and material man's liens.
13. Payment of the construction fee and deposit (as applicable) or written instructions to assess charges to the Unit Owners account.

#### **START-UP MEETING AND APPROVAL**

The Unit Owner and any Contractor will be required to attend a start-up meeting with management during business hours no less than one (1) week prior to the commencement of construction. The agenda for the meeting will include a review of both the Construction related rules, policies and procedures, the construction plan and anticipated schedule, and the Association's approval letter.

## **CONSTRUCTION REQUIREMENTS**

### **CORRIDOR AND ELEVATOR PROTECTION**

The utmost care shall be used daily to avoid damaging the hallways, service areas and elevators, including erecting and maintaining any necessary protection. It will be removed and the hallway cleaned at the end of each workday. The Unit Owner shall be responsible for all costs associated with any necessary repairs to the corridors, elevators and/or common areas resulting from construction. The Association shall remedy at Unit Owner's expense all damage or loss to any property caused in whole or in part by construction, including the work of any contractor, subcontractor or their employees.

### **GENERAL CARPENTRY GUIDELINES (CATEGORIES "B" AND "C")**

1. All work is to be completed by a qualified carpenter in a safe and workmanlike manner.
2. No penetrations of or changes to the adjoining walls (next to neighbors' units) shall be allowed including, but not limited to, the installation of speakers.
3. There shall be no metal-to-metal contact between any two dissimilar building systems. For example, no contact between mechanical ductwork and metal studs at wall framing system, and no contact between mechanical ductwork and ceiling suspension systems. (These examples are not all-inclusive.)
4. Wood studs shall not be used for general framing.
5. Unit shall not exceed 5% wood build out.
6. A minimum of 1 layer of 5/8" gypsum board each side over 3 5/8" metal studs spaced at most 24" on center is required for all interior partitions.
7. A minimum of 2 layers of 5/8" gypsum board each side over 3 5/8" metal studs spaced at most 24" on center with not less than 2" OFC friction fit sound batt insulation or similar material is required for all party walls between units.
8. A minimum of 2 layer of 5/8" fire rated gypsum wallboard each side over 3 5/8" metal studs spaced 24" on center is required on all corridor walls.
9. Main entrance doors and door closers are common elements that may not be replaced or altered.

### **ELECTRICAL GUIDELINES**

1. All major electrical work must be completed by a licensed Chicago electrician in a safe and workmanlike manner, and completed to UL standards, consistent with any building codes or regulatory requirements that may be relevant. If any codes or regulatory requirements are contradictory, the most stringent should be applied.
2. Electrical panels must have an unobstructed clearance for a minimum of thirty-six (36) inches. Adjustable shelves and removable closet rods are considered obstructions.
3. No wall, floor or ceiling electrical boxes may be buried after the removal of a switch or receptacle or fixture until all 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 receptacles must be used in all bathrooms, kitchens and where a fixture or outlet is placed within five (5) feet of water fixtures.

6. All plans for steam showers, sauna or whirlpool electrical components and enclosures are subject to review and approval by the building Management prior to installation in the unit.
7. All work to be performed on telephone or cable lines must be completed by qualified personnel approved by the Building management.
8. Channeling of support columns and shear walls is not permitted.
9. Channeling of floor slabs shall not exceed 1" in depth or the depth of the reinforcing bars, whichever is less. In no case shall slab reinforcing be cut or disturbed in any way.
10. Any wiring other than low voltage must in properly sized EMT conduit and any fixtures should either be mounted with a standard junction or have a self-contained junction box.

## **PLUMBING GUIDELINES**

1. All plumbing work is to be completed by a licensed in Chicago plumber in a safe and workman like manner, consistent with the City of Chicago building code.
2. Relocation of water risers, waste lines, open site relief drains or venting stacks is strictly prohibited.
3. All plumbing connections are to be sweat soldered copper. No pressure fittings will be allowed except angle stops.
4. Main plumbing supply / branch lines shall be installed with shut off valves to allow for complete shut off of water supply to condominium unit without shutting off or otherwise affecting the water supply to the rest of the building or to other residents. There is a lump sum charge for each riser shut down; this expense will be billed to the Unit Owner.
5. Individual shut-off valves are required for all newly installed or replaced plumbing fixtures.
6. Dielectric unions are mandatory on all domestic plumbing lines
7. Plumbing modifications to Units which require penetration of the slab (above or below) are not allowed.
8. Any drain line which exceeds a five foot run from the fixtures to the main waste line is required to be properly vented.
9. For whirlpool and Jacuzzi installations, manufacturer's specifications indicating weight of "tub" must be submitted for Board approval, and such items must be approved for use in the City of Chicago and comply with all city codes.
10. The Association may restrict or prohibit changes or additions to plumbing or structural changes which, in the sole judgment of the Association, may pose a danger of water damage or structural damage to the Common Elements or to other Units in the Building.

## **MECHANICAL GUIDELINES**

1. All mechanical work shall be completed by a licensed contractor or technician in a safe and workmanlike manner, consistent with any building codes or regulatory requirements that may be relevant.
2. Any work to the common mechanical chases or penetration of the structural columns is strictly prohibited.

3. In no case will the cutting of reinforcing bars in concrete structural elements be allowed.
4. Manufacturer's specifications shall be submitted for Unit file on any "new" mechanical equipment (fan coil units, humidifiers, etc.) to be installed. Equipment should utilize commonly available internal filters.
5. Connections to any venting system for the purpose of exhausting a dryer or stove is strictly prohibited. Ventless dryers and atmospheric stoves are required.
6. All construction, including raised floors, partition walls and decorative finishes must be detailed to permit removal of and service to HVAC units for return air
7. Superimposed live loads shall not exceed 40 pounds per square foot.
7. Any new construction shall allow for complete accessibility and removal of the fan coil units, humidifiers, filters, etc.
9. Any new piping shall have shut off valves installed at all fixtures.

### **FLOOR COVERINGS**

In order to minimize the transmission of sound between units, at least eighty percent of the floor in each room, except kitchens and baths, shall be covered with adequate carpeting or other form of padding with equivalent sound transmission characteristics. The foam rubber padding requires a minimum density of 14 lbs/sq", minimum thickness of 3/8", and a minimum weight of 48 oz/sq yd, or other padding with equivalent sound transmission characteristics. Transmission of noise resulting in complaints shall be investigated.

For any planned installation of Hard Surface Flooring, the agreement Appendix F will be signed and submitted, as well as a sample of the flooring and underlayment and the manufacturers specs for both the flooring and the underlayment, with the construction plans. Prior written authorization from the Association is required for all new installations and replacement of hard surface flooring including parquet, hardwood, wood laminate, marble, ceramic, stone, slate, and vinyl in rooms other than kitchens and bathrooms. Once installed, a carpet or rug consistent with the above sound transmission characteristics shall be installed. Board approval for installation will not be granted unless the following specifications are satisfied:

#### **Hardwood Flooring**

Minimum underlayment shall include at least ¼" cork for sound absorption (or an industry accepted equivalent) adhered with latex adhesive to the bare floor, covered by at least ½" plywood adhered with latex adhesive to the cork. Hardwood flooring shall be adhered to the plywood per manufacturer's recommendations. Nails or staples are not to penetrate the cork or other soundproofing material. A gap of at least ¼" must be left between the flooring and any walls (to minimize sound transmission and to allow the flooring to expand with humidity) and shall be filled with insulation board, cork or flexible caulk. If necessary, baseboard or molding may be installed to conceal the gap.

#### **Marble, Ceramic, or Stone Floors**

Minimum underlayment shall include at least ¼" cork (or an industry accepted equivalent) adhered with latex adhesive to the bare floor, covered by mud flooring and then covered by the marble, ceramic or stone. A gap of at least ¼" must be left between the flooring and any walls (to minimize sound transmission) and the gap must be filled with insulation board, cork or flexible caulk. The gap shall not be filled with mud flooring or grout. If necessary, baseboard or molding may be installed to conceal the gap.

### **Vinyl and Other Resilient Floor Coverings**

In rooms other than bathrooms and kitchens, the minimum underlayment shall include at least ¼" cork (or an industry accepted equivalent) adhered with latex adhesive to the bare floor covered by at least ½" plywood adhered with latex adhesive to the cork. Vinyl or other resilient flooring must be adhered to the plywood following the manufacturer's recommendations. Nails or staples are not to penetrate the cork or other soundproofing material. A gap of at least ¼" must be left between the flooring and any walls (to minimize sound transmission) and that gap shall be filled with insulation board, cork or flexible caulk. If necessary, baseboard or molding may be installed to conceal the gap.

Any other installation methods or alternative underlayment materials also require prior written board approval. Sound-proofing materials other than cork require evidence from the contractor or manufacturer demonstrating that the material has sound-absorbing properties that meet or exceed that of ¼" of cork. Kitchens and bathroom floors do not require an underlayment.

Unit Owner and contractors shall acknowledge the owner may be fined and ordered to remove any hard surface flooring that does not conform to these requirements or that otherwise is determined to be in a condition that causes disturbance to neighboring units. The Unit Owner shall comply with any requests to remove such flooring, consistent with the agreement.

### **CLEAN UP**

The Unit Owner and any Contractor shall provide all labor, equipment, and supervision necessary to provide clean up and removal of all materials related to the construction and performance of their work. This includes rubbish, cartons, packaging, wood, debris, trash, recycling surplus materials, tools, equipment etc. Such materials shall be removed and transported from the Building. Garbage and waste from construction shall be removed from the building in bags or covered containers. If materials can not fit in the large dumpster at the loading dock, arrangements shall be made for a drop off dumpster. Scheduling shall be coordinated through the management office in accordance with the rules and regulations. Failure to clean up and remove trash as described above shall result in the Association shall provide cleanup and trash removal services with its own forces and back charge all costs and any fees to the Unit Owner's Contractor, or, in the event that the Association is unable to collect such costs from the Unit Owner's Contractor, the Association will assess the Unit Owner for such costs.

**UNDER NO CIRCUMSTANCES, shall the trash chute be used for construction debris or materials, nor shall the luggage carts be used for transport.** Such action will result in a fine of up to \$1000 being assessed to the Unit Owner as well as the cost of inspection and repairs.

The water closets, basins and other plumbing fixtures and drains are not to be used for any purpose other than those for which they were designed, nor may any sweepings, rubbish, rags or other improper articles be deposited into them.

### **ENVIRONMENTAL PROTECTION**

Construction work shall comply with pollution and environmental protection regulations for the use of water and other services, and for discharge of wastes and storm water drainage from the Building. All solid and liquid waste and hazardous substances (e.g. solvents, cleaners, waste oils, etc.) shall be handled and/or disposed of in full compliance with all applicable federal, state and

local statutes, regulations, ordinances and rules. No building construction waste shall be disposed of down drains. No toxic materials shall be used or brought into the building; the owner's contractor shall provide proper ventilation for all materials involving noxious odors.

## **FIRE PROTECTION**

The Unit Owner and any Contractor shall provide a fire protection and prevention program for workers and employees while construction is underway. Adequate fire extinguishing equipment ready for instant use at all areas, shall be provided and maintained as required to supplement temporary or permanent fire extinguishing equipment as provided by code. The following measures should also be taken:

1. Prevent accumulations of flammable debris and waste in or about the Building.
2. Smoking is prohibited in all common areas.
3. Closely supervise welding and torch-cutting operations in the vicinity of combustible materials and volatile conditions.
4. Portable heating units and fuel shall not be allowed anywhere in the Building.
5. Maintain fire-extinguishing equipment in working condition, with current inspection certificate attached to each extinguisher, as required by code.
6. Fire rated walls should not be opened or altered in any way. Should openings be required to access plumbing lines, electrical connections, etc. the walls must be immediately re-closed and fire rating restored.

## **PROPER VENTILATION AND LEAK PROTECTION**

All water facilities shall be protected from freezing and measures will be taken to protect the Building from potential leakage and water damage resulting from the construction. In any area of the Building where work is subject to damage from freezing, temporary closures shall be provided for maintaining the temperature at not less than 45°F. Under no circumstances shall the temperature be allowed to reach a level which will cause damage to any portion of any unit, the common elements or any part of the Building which may be subject to damage by low temperature.

## **STORAGE OF MATERIALS AND EQUIPMENT**

All construction materials must be stored in the Unit within which Unit Owner's Contractor is working and/or the storage locker by the service elevators. Storing of materials in corridors, common areas, etc. will not be permitted. Flammable materials are not to be stored within the Building. They must be used and removed the same day. Failure to comply with these regulations will result in immediate removal of all material by the Association at the Unit Owner's expense.

The unit owner and any contractors or respective suppliers shall be responsible for the proper care and protection against damage and theft of all materials, equipment, and tools to be used for construction.

## **ACKNOWLEDGEMENT OF RISER PROJECT IN PROGRESS**

Please know that the Building is undergoing replacement of hot water / HVAC risers in the individual tiers / units through year 2022. A calendar of work may be obtained at the management office.

1. When a unit is remodeling their kitchen and/or bathroom and the request does not include opening the wall(s), replacing cabinets, or changing plumbing fixtures, the owners will be given the opportunity to open their walls and allow Park Tower's plumbers, at the Association's expense, to replace the hot and cold branch-lines with copper in compliance with City Code. If the homeowner wants a configuration between the cut off and the wall that is different from the original, that configuration would be at the owner's expense.
2. When a unit is remodeling their kitchen and/or bathroom and the request includes opening the wall(s), replacing cabinets, or changing plumbing fixtures, the homeowners will be required to allow Park Tower's plumbers, at the Association's expense, to replace the hot and cold branch-lines with copper in compliance with City Code. If the homeowner wants a configuration between the cut off and the wall that is different from the original, that configuration would be at the owner's expense.

## **CONSTRUCTION / REMODELING CHECKLIST**

This checklist is to help you get organized when putting your packet together to submit to the Management Office.

### **A complete Construction Plan will have the following items:**

1. Required Association Forms:

Certificates of Insurance for all contractors and sub-contractors (Appendix B),

Completed Construction Agreement (Appendix C),

Completed waiver of lien (Appendix D)

Construction Noise Notice (Appendix E)

Hard Surface Flooring Agreement *if applicable* (Appendix F).

2. A written scope of the work and Construction Plan as specified in the Policies and Procedures beginning on page 4 with a remodeling timeline, including start date and projected finish date.

3. A list of contractors and/or subcontractors (i.e., names, addresses, telephone numbers), including the names of the expected employees and workers who may need badges on a day to day basis once work begins.

4. A floor plan illustrating the locations and nature of the construction.

5. A cashier's check or money order for the applicable construction fee, or written instructions to charge same to the assessment account.

6. A cashier's check or money order for the applicable construction deposit, or written instructions to charge same to the assessment account.

**\*Please insure all of the above items are included before you submit a Remodeling Packet to the Management Office for review.** The representative of the management office will contact you to review any questions, problems and to discuss the next steps including scheduling the Start-Up Meeting.

Appendix B

## **CONTRACTOR INSURANCE REQUIREMENTS**

Before commencing work any hired contractor or subcontractor shall supply the Association with Certificates of Insurance, evidencing compliance with the minimum requirements listed below. This can be submitted to the management office with the construction plan. Each certificate shall state that the insurance evidenced by such Certificate and shall not be cancelled or reduced without thirty (30) days' prior written notice to the Association.

### **1. Workers' Compensation**

- (a) Statutory Coverage in accordance with the laws of the state with jurisdiction, including Voluntary Compensation, Other States Coverage and Waiver of Subrogation.
- (b) Employer's Liability with limits of not less than \$500,000 each accident/injury, \$500,000 each employee/disease, \$500,000 disease/policy limit.

### **2. General Liability**

- (a) Bodily Injury Liability and Property Damage Liability in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- (b) Above to include Blanket Contractual Liability, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Personal Injury (Employee Exclusion Deleted), "X", "C" and "U" Exclusions deleted, Incidental Medical Malpractice, and Host Liquor.
- (c) If the policy is written on a general aggregate form, the general aggregate limit shall apply separately to this contract.

### **3. Automobile Liability**

- (a) Bodily Injury Liability and Property Damage Liability in an amount not less than \$1,000,000 Combined Single Limit.
- (b) Above to include Employer's Non-Owned and Hired Car Coverage.

### **4. Umbrella Liability**

- (a) \$1,000,000 each occurrence and in the aggregate excess of items (1b), (2) and (3) above.

### **5. Additional Insured**

The Association requires the following statement listing additional insured agents on every insurance policy, noting the unit owners name and the unit where contractor is working: "As it relates to the unit under construction #\_\_\_\_\_, and work on behalf of unit owner \_\_\_\_\_, additional insured under the listed policies shall be the Park Tower Condo Association and its Board of Directors, employees and agents, the managing agent The Habitat Company, and its employees and agents."

Appendix C

**CONSTRUCTION / REMODELING AGREEMENT**

The undersigned acknowledges no work other than the work specified on the remodeling packet, shall be done without the approval of the Board of Directors.

Project commencement must be within 120 days of Board approval, or documentation must be resubmitted.

If for any reason the approved remodeling process will take longer than originally planned, the homeowner must contact the Management Office and provide a revised construction schedule.

I confirm that I have read and understand the Remodeling Guidelines and Floor Covering Rules as set by the Park Tower Condominium Association.

The undersigned has received the "Construction Rules" as amended for the Park Tower Condominium Association and agrees to abide by the rules set forth therein.

Owner Name \_\_\_\_\_ Date \_\_\_\_\_

Owner Name \_\_\_\_\_ Date \_\_\_\_\_

Unit Number \_\_\_\_\_ Phone \_\_\_\_\_

\*\*\*\*\*

Contractor Name (Please print): \_\_\_\_\_

Authorized Signature of Contractor: \_\_\_\_\_

Regarding Unit Number: \_\_\_\_\_ Date: \_\_\_\_\_



Appendix E

**CONSTRUCTION NOISE NOTICE**

Date: \_\_\_\_\_

I/We the owner/s of unit # \_\_\_\_\_ intend to conduct construction for repairs and improvements to our unit, which has been authorized by the Park Tower Condo Association, in strict accordance with the applicable rules, policies and procedures related to construction. We expect work to begin on \_\_\_\_\_ and end \_\_\_\_\_. During that time period we expect to generate noise from time to time, Monday through Friday between 9 am and 4:30 pm. Due to the nature of the work and tools and equipment being used, there may be construction traffic and excessive noise or disturbances on the following dates:

\_\_\_\_\_

We apologize in advance for any frustration or inconvenience it may cause, but we are providing this notice so you have an opportunity to make any necessary arrangements to minimize the impact our approved remodeling project may have.

We thank you for your understanding, support and patience.

Signed: \_\_\_\_\_

Appendix F

## **HARD SURFACE FLOORING AGREEMENT**

The undersigned contractor ("Contractor") and the undersigned owner of a unit in the Park Tower Condominium Association ("Owner") have contracted for installation of hard surface flooring in the condominium unit of Owner indicated below. As required by the Construction/Remodeling Policies and Procedures and the Park Tower Rules and Regulations, Contractor and Owner specifically acknowledge and agree:

1. **Underlayment** The Unit Owner and Contractor warrants and guarantees that the hard surface flooring will be installed over a sound-absorbent underlayment consisting of 1/4" cork with 3/4" plywood overlayment, or an underlayment with equal or greater sound transmission characteristics.
2. **Sound Transmission Characteristics of Floor Assembly**. The floor assembly needs to yield an Apparent Impact Insulation Class (AIIIC) rating of at least fifty-two (52) when tested in accordance with the American Society of Testing Materials Designation E 1007-11 ("Field Measurement of Tapping Machine Impact Sound Transmission Through Floor-Ceiling Assemblies), with classification to be in accordance with ASTM designation E 989-06 ("Standard Classification for Determination of Impact Insulation Class"). This rating should be maintained over the life of the flooring, so appropriate maintenance and care is recommended.
3. **Removal of Non-Compliant Hard Surface Flooring** The undersigned acknowledges the owner may be fined and ordered to remove any hard surface flooring that does not conform to the requirements in paragraphs 1 and 2 of this Contract Rider.
4. **Work Hours - Power Tools** Contractor agrees that power tools (saws, drills, chippers, etc.) may be used only between 9 a.m. and 4:30 p.m. The owner is required to fill out the attached Construction Noise Notice (Appendix E). This letter is then distributed to neighboring floors for notification purposes when power tools will be used that may be disruptive to neighboring units. This includes the floor where construction is being done, 2 floors above and 2 floors below
5. **All Material On Site Before Commencement of Work** The undersigned agrees that no flooring-related work will be performed in the unit prior to delivery to the unit of all materials, supplies and equipment required for installation of the hard surface flooring. Management will be contacted to schedule an engineer to inspect the materials before they enter and work begins.
6. **Completion Deadline** Contractor acknowledges and agrees that all flooring-related work in the unit will be completed based on the timeline submitted.
7. **Required In-Progress Inspection** The undersigned acknowledges that an interim inspection by the Park Tower Condominium Association is required after a portion of the underlayment is installed; but before any hard surface flooring is installed. The undersigned agrees to arrange for such inspection before installing any hard surface flooring in the unit. Failure to do so may result in a fine and order to remove portions of the flooring to confirm proper installation.
8. **80% Carpet Rule** In order to minimize the transmission of sound between units, at least eighty percent of the floor in each room, except kitchens and baths, shall be covered with adequate carpeting or other form of padding with equivalent sound transmission characteristics. The foam rubber padding requires a minimum density of 14 lbs/sq", minimum thickness of 3/8", and a minimum weight of 48 oz/sq yd, or other padding with equivalent sound transmission characteristics.

## **HARD SURFACE FLOORING AGREEMENT**

### **ACKNOWLEDGEMENT**

**Date:** \_\_\_\_\_

**Unit in which hard surface flooring will be installed:** \_\_\_\_\_

**I confirm that I have read, understand and will comply with the Hard Surface Flooring Agreement as presented by the Park Tower Condominium Association.**

#### **Owner Information**

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone #:** \_\_\_\_\_

#### **Contractor Information**

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone #:** \_\_\_\_\_