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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS **94761551**
COUNTY DEPARTMENT - CHANCERY DIVISION

LaSALLE NATIONAL TRUST, N.A., et. al.,)
)
 Plaintiff,)
 vs.)
 BOARD OF DIRECTORS OF THE 1100 LAKE)
 SHORE DRIVE CONDOMINIUM ASSOCIATION)

No. **02 CH 8858** \$79.50
DEPT-01 RECORDING
T#0004 TRAN 6204 08/29/94 15:07:00
#0058 # GV #-94-761551
COOK COUNTY RECORDER

AGREED ORDER

This matter coming to be heard upon the agreement of the parties, IT IS HEREBY ORDERED:

1. The parties agree to replace the existing main building roof and the machine room roof, as part of Plaintiff's installation of its remaining improvements on the main roof. The parties contemplate that the re-roofing will include complete tear-offs of the roofs, and installation of new roof systems complete with flashings and copings. No later than thirty (30) days from the entry of this Order, consultants for the parties will select a competent roofing contractor with the lowest qualified bid for replacement of the main and machine room roof. Subject to the availability of the contractor and other factors beyond the control of the parties, the parties will direct the selected contractor to complete the roof replacement within fifty-one (51) days from the entry of this Order. The Board shall maintain coverage for the roofs on its comprehensive insurance policy.

2. Except for the cost of special roofing needs required by the Plaintiff's improvements referenced in Paragraph 3 of this Order,

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the cost of replacing the main roof will be shared equally by the parties, including the cost of a roofing consultant hired by the Association as set forth in Paragraph 14. Plaintiff agrees to bear all costs of hiring a separate roofing consultant, and said consultant, if any, shall have full access to the roof to supervise the main roof replacement. Plaintiff shall maintain all improvements installed by the Plaintiff on or through the main roof of the building as provided by the August 21, 1979 agreement between the Association and R.O.I., Inc., attached as "Exhibit B".

3. The main roof, machine room roof and associated elements shall be replaced with the jointly selected modified bitumen system specified by Roofing Inspection Service, Inc., as its "Addendum 2" dated October 8, 1993, to the Roof Replacement Project Manual dated June 22, 1993. A copy of the Addendum 2 is attached as "Exhibit C". Plaintiff shall obtain at least a fifteen (15) year, no dollar limit, full system warranty in the form and language customary in the roofing industry. The roofing consultants for both parties will approve a warranty conforming to the terms of this Paragraph within 14 days of entry of this Order. The cost of said warranty shall be shared equally by the parties. In connection with the re-roofing of the main roof, the Plaintiff will install and pay for a system to support the wood deck above the roof's surface, as well as any additional cost for flashing around the support system.

4. Within forty-eight (48) hours of completion of the installation of the new roofs, the parties shall arrange for and perform acceptable tests, to confirm that the roofs have been installed properly and are in fact water-tight.

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5. The Board of Directors has obtained a joint inspection and report (the "Report") from Klein & Hoffman, Inc. and from Takao Nagai and Associates for remedial action to be taken to stop water infiltration through all elevations of the outer walls and through and around the windows adjacent to Plaintiff's units of the thirty-ninth (39th) and fortieth (40th) floors of 1100 North Lake Shore Drive, Chicago, Illinois. A copy of the Report is attached as "Exhibit A".

6. As soon as reasonably possible, the Board of Directors will select a competent sealant contractor to make repairs to the concrete exterior walls of the 39th and 40th floors of the building as provided in the Report. Subject to the availability of the contractor and other factors beyond the control of the parties, and immediately following the replacement and testing of the main building and machine room roofs under Paragraphs 1 through 4 of this Order; the Board of Directors will direct the selected contractor to perform the repairs to the exterior walls, so that the work is completed within sixty (60) days from the entry of this Order. In selecting materials and procedures to accomplish this work, the selected contractor will exercise care to preserve the outer appearance of the building.

7. The window repair work referenced in the Report described in Paragraph 5 shall be done by September 5, 1994, at the expense of the Association, unless delayed due to unforeseen circumstances, or unavoidable labor problems or material shortages, in which case the work will be done as soon as practicable.

8. During the process of repairing walls and windows, the

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Association shall direct its contractor to communicate freely the status and nature of repairs with Klein and Hoffman. The Association's contractor shall also advise Klein and Hoffman of convenient times to make interim and final inspections, and facilitate those inspections from the contractor's staging. Upon completion of this work, the Board of Directors will continue to maintain the common elements of the building, including those portions of the common elements adjacent to Plaintiff's units, in a manner designed to protect the interior of the building from water infiltration.

9. The Association and the Owners of Units 39A, 39C and 40B ("Owner(s)"), including the Plaintiff, will arrange for annual inspections and routine maintenance of the main roof. The Owner(s) and the Association each agree to pay for one-half (1/2) of the cost of said inspections and maintenance. Normal annual maintenance shall be defined to include repairs arising from all natural causes and normal use of the roof, but excluding repairs caused by the actions of either party. The Owner(s) will be responsible for maintenance and/or repairs to the main roof caused by their improvements or the actions of themselves, their guests, invitees or contractors. The Association shall be responsible for maintenance and/or repairs caused by the actions of the Association, its agents and employees and other third parties to whom it affords access. The Association will attempt to add the Owner(s) as additional insured parties to policies supplied by Association contractors using the main roof. All costs of inspection, maintenance, repairs and replacement of the main roof shared by the parties shall be paid from the Roof Fund,

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described below.

10. The responsibility for maintenance, repair and replacement of the mechanical room roof, other than for damage caused by Plaintiff or its successors, shall lie solely with the Association. Repairs to the main roof shall be done jointly by the parties through a certified roofing contractor in a manner consistent with the roof coverage by the warranty.

11. With the exception of persons involved in building maintenance, only the Owner(s), their invitees, contractors and guests thereof are authorized to use the main roof. The parties shall enforce this policy and shall prepare a notice to all residents on Association letterhead, explaining that the Owner(s) are entitled to exclusive use of the main roof and that no residents or others are permitted on the roof except in case of emergency. With Board approval, which shall not be unreasonably denied, the Owner(s) may install system(s) of their choice to monitor all access to the main roof. The Association will give prior notice to the Owner(s) any time its agents and employees and other third parties to whom it affords access go onto the roof, except in the event of an emergency. If emergency access is made, the Association will give written notice of such access to the Owner(s) within 48 hours after such access. This prior notice shall consist of written explanation of the date and time of access, and a description of the nature of the work to be done, and shall be given in a manner consistent with this Order.

12. In connection with the Association's repairs to the parapet walls, and subject to the Association's construction rules and Board approval (which shall not be unreasonably withheld), Plaintiff may

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paint and/or install dryvit on the interior surface of the parapet walls, clean-up the various hardware mounted on the walls, and make similar aesthetic improvements to the exterior walls of the Machine Room. The Owner(s) shall maintain, repair, remove or replace any dryvit, paint, or other aesthetic improvements done by the Plaintiff. The parapet walls (and the machine room walls), other than the aesthetic improvements applied by the Plaintiff, shall remain the full responsibility of the Association to maintain, repair or replace.

13. The main roof remains a Limited Common Element, subject to the exclusive use by the Owners(s) of the units designated in the Plat of Survey.

14. Subject to proper maintenance, proper installation and events beyond the control of the parties, the parties will replace the main roof no earlier than fifteen (15) years after installation. The expense of the new roof shall be borne one half (1/2) by the Association and one-half (1/2) by the Owner(s) as a special assessment to the Plaintiff's/Owners Units. To pay this expense, the Owner(s) and the Association shall establish and contribute annually by yearly payments amortized over fifteen (15) years to an Escrow Account ("Roof Fund"), (with joint authorization required) which accumulates the sum of \$70,000 within fifteen (15) years from this date. Any surplus in the Roof Fund over the roof replacement cost shall be deposited in the Roof Fund for future maintenance, repairs and replacement and credited equally to the parties. The cost of replacing the main roof shall be funded first by the Roof Fund, and any expense in addition to \$70,000 shall be shared equally by the

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parties. Other than the obligations provided in this Agreed Order, the Owner(s), including the Plaintiff, shall not have any responsibility for the inspection, maintenance, repair or replacement of the main or other roofs of the building.

15. The parties will record this Agreed Order with the Recorder of Deeds of Cook County, Illinois and, thus, will bind the successors and assigns of the parties as a covenant which runs with the land.

16. The Board of Directors agrees that no legal or other professional fees or costs connected with this dispute or with the Association's review of the penthouse construction project shall be charged to Plaintiffs, their units or the Damage Escrow Fund held in the Boehm, Pearlstein & Bright, Ltd. Client Funds Trust Account 40-0674485-0 at LaSalle National Bank. Upon completion of the penthouse construction project and payment of all damages as provided in the May 15, 1992 Agreement between the parties, the parties agree to take the necessary steps to immediately release all remaining escrow funds held in the Boehm, Pearlstein & Bright, LTD. Client Funds Trust Account 40-0674485 at LaSalle National Bank. As of the signing of this Order, alleged damages to Association property is the sum of \$5,410.34 reflected in "Exhibit D", attached to this Order. The Association claims the right to charge the sum of \$5,410.34 against the escrow funds; but any further damage caused during the completion of the construction project by Plaintiff's contractors, as well as any reasonable legal fees and costs necessarily arising in connection with any such damage during the balance of construction, may also be charged against the escrow funds. The balance of the escrow funds less any pending claims shall be returned to the Plaintiff within

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thirty (30) days of the completion of the project.

17. In the event of any action or proceeding brought by either party against the other to enforce this Agreed Order, the prevailing party shall be entitled to recover in such action or proceeding such amount as a court may judge reasonable as attorney's fees.

18. Any notice required to be given in this Agreed Order shall be addressed as follows, unless later changed by the parties:

If to the Association:

Board of Directors
1100 North Lake Shore Drive
Chicago, Illinois 60611

If to the Owner(s):

Dr. Carma McClure
Units 39A, 39C & 40B
1100 North Lake Shore Drive
Chicago, Illinois 60611

With a copy to:

William B. McClure
25 East Washington Street
Suite 600
Chicago, Illinois 60602

19. This Order is without prejudice to Plaintiff's claim for damages to be heard in the Law Division of the Circuit Court of Cook County, Illinois.

20. Nothing in this Order is to be construed as an admission of liability by either party in any future proceeding relating to this case. This Order is entered solely for purposes of settlement of Plaintiff's prayer for injunctive relief. All other facts, issues and claims are unresolved and are reserved for hearing without prejudice in the Law Division of the Circuit Court of Cook County, Illinois.

21. This Court retains jurisdiction of this cause for the purpose of enforcing this Order. All remaining issues concerning Plaintiff's claim for monetary damages are hereby transferred to the

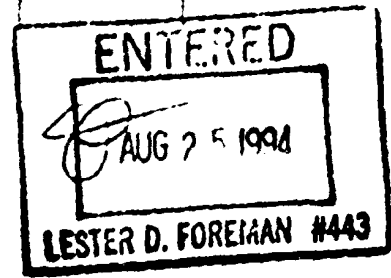
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Law Division of this Court.

DATED: _____

ENTER: _____

AGREED:

LaSalle National Trust, N.A.,
as Trustee under Trust
Agreement dated February 20, 1991
and known as Trust No. 11611 and
CARMA McCLURE

By: [Signature]
Its Attorney

[Signature]
Dr. Carma McClure

BOARD OF DIRECTORS OF THE
1100 LAKE SHORE DRIVE
CONDOMINIUM ASSOCIATION

By: [Signature]
Its Attorney

[Signature]
Patrick Clark, President
of the Board of Directors
of 1100 Lake Shore Drive
Condominium Association

Legal Description of property:

Parcel 1: Unit numbers 40-B, 39-A and 39-C in the 1100 Lake Shore Drive Condominium as delineated on the Plat of Survey of the following described real estate: Lot 5, together with accretions thereto and part of Lot 4 in the subdivision of the South 1/2 of Lot 11 and the East part of Lot 12 in Block 2 in the Canal Trustees subdivision, together with parts of Lots 33 and 34 in Healey's subdivision of Lot 1 and the North 1/2 of Lot 11 and Part of Lot 10 in Block 2 in the Canal Trustees subdivision, all in the South fractional 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit 'A' to the Declaration of Condominium recorded as Document 25274945, together with its undivided percentage interest in the Common Elements.

Parcel 2: Exclusive right to use Limited Common Elements for use of Units 39C, 39A and roof house for 39A and 40B as described on Amendment to Declaration recorded as Document 25376892.

Permanent Real Estate Tax Index Numbers:

17-03-201-076-1073, 17-03-201-076-1075, 17-03-201-076-1076

This document was prepared by:

Scott P. Pedersen, William B. McClure and Associates, P.C.
25 East Washington St., Suite 600, Chicago, Illinois 60602
(312) 346-5245

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Consulting Engineers
Chicago, Philadelphia

100 South Wacker Drive
Chicago, Illinois 60606
Phone 312/553-5443
FAX 312/553-5419



Klein and Hoffman, Inc.

May 20, 1994

Mr. Don Redar
Takao Nagai
915 South Riverside Drive
Elmhurst, Illinois 60126

RE: Hands-On Scaffold Inspection
1100 North Lake Shore Drive
Chicago, Illinois
Klein and Hoffman Job No. 04420-001

Dear Mr. Redar:

On May 10, 1994, Klein and Hoffman, Inc. (K&H) performed a direct visual inspection of the easternmost 25 feet on the south elevation of the referenced building. Although we looked at the condition of the wall for the full height of the building, our attention was focused on the 40th floor and parapet wall above. The intent of that inspection was to determine the sources of water infiltration into the 39th and 40th floors and to develop corrective procedures with the contractor to alleviate that problem.

We examined the section of the 40th floor exterior wall believing it to be representative of both 39 and 40. To the extent that the other elevations have similar conditions, the recommendations apply there as well.

General

The inspection was performed by Jay Paul of K&H and Mr. Don Redar of Takao Nagai, the contractor hired by the Board.

Findings

1. There were vertical cracks in the concrete wall above the 40th floor in both the reveals and between reveals. The bottom of several of these cracks started at the corner of the window openings. In general, the observed cracks are located as specified in the September 3, 1992, K&H report.
2. Other vertical and horizontal cracks were present beneath the level of the 40th floor windows, but were not inspected in particular.
3. None of the vertical cracks above the 40th floor windows were caulked.

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Mr. Don Redar
May 20, 1994
Page 2

Findings (continued)

4. The building was coated with an elastomeric coating (Colorflex®, manufactured by Sonneborn Building Products) which requires special detailing at cracks. This detailing consists of routing larger cracks to ¼ inch by ¼ inch and caulking with a knife-grade patching compound. Additionally, all cracks required the application of the knife grade patching compound applied to a thickness of ¼ inch over the crack and feathered to each side of the crack. None of the cracks on the building that we observed were detailed.
5. Some of the cracks were routed and caulked at various locations of the wall. A few horizontal cracks were routed and caulked at the 40th floor.
6. The caulking around all of the windows at the 40th floor that we observed was badly deteriorated. There were several locations on the 40th floor where a knife would be easily placed into existing splits in the caulking. We observed similar deterioration at the 39th floor, but did not inspect it specifically.

Conclusions

1. The vertical cracks above the 40th floor windows in our opinion are a source for water infiltration into the 40th floor living space.
2. The deteriorated caulking around the perimeter of the 39th and 40th floor windows is also a source for water infiltration.

Recommendations

The following recommended repairs were discussed with Don Redar of Takao Nagai to alleviate the water infiltration problems on the 39th and 40th floors, on all elevations. Particular attention should be directed to the walls above the 40th floor windows, extending to the top and rear side of the parapet wall.

1. All cracks greater than 10 mils wide (at 70 degree ambient temperature) should be routed to a width and depth of ¼ inch. Apply a bond breaker to the backside of the joints and caulk with a polyurethane caulk.
2. All cracks less than 10 mils wide should receive ¼ inch of a knife grade polyurethane caulking over the crack and feathered to each side.
3. Remove all of sealant around the perimeter of the 39th and 40th floor windows and re-caulk with a urethane caulking. Backer rods should be used to maintain proper depth to width ratio of 1 to 2.

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Mr. Don Redar
May 20, 1994
Page 3

Please sign and return this letter if you agree with the observations and recommendations for repairs. Otherwise, give me a call so that we can discuss any discrepancies. This letter is intended to be a joint recommendation.

Very truly yours,

KLEIN AND HOFFMAN, INC.

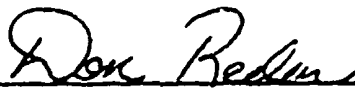


Jay H. Paul, S.E.
Vice President

JHP/ats/1100000000

.....

Approved:


Don Redar, for Takao Nagai

5.25.94
Date

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/nr

Nancy Rich

Nancy Rich

Sincerely,

Enclosed, please find your letter dated May 20, 1994 and signed by Donald C. Redar as requested. Mr. Redar concurs with your report and had no changes or suggestions to add.

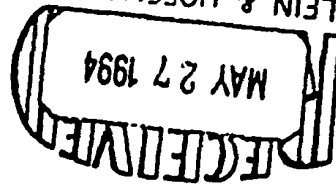
Dear Mr. Paul:

Re: 1100 North Lake Shore Drive
Hands-on Scaffold Inspection

Mr. Jay Paul
Klein and Hoffman, Inc.
100 South Wacker Drive
Chicago, Illinois 60606

May 25, 1994

KLEIN & HOFFMAN, INC.
CHICAGO, ILLINOIS



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Takao Nagai Associates, Ltd.
915 S. Riverside Drive • Elmhurst, Illinois 60126-4941
(708) 833-5750 • (800) 323-9599
Fax (708) 833-5055

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Mr. Jim Hogan
Vice President

The 1100 North Lake Shore Drive
Condominium Association
@ Turner Development Corporation
180 North LaSalle Street, Suite 2401
Chicago, Illinois 60601

SUBJECT: Units 39A, 39C and 40B
1100NLSD Building - construction modifications

Dear Mr. Hogan:

This letter will confirm our many discussions about the construction modifications which we will require at the subject building and which have now been incorporated into our preliminary architectural drawings.

We hereby request permission to make the following construction modifications:

1. erect steel and concrete roof house, East roof over unit 39A;
2. provide three (3) chimney flues, two (2) at North edge of East roof over unit 39A and one (1) at South side of equipment room over West bedroom of unit 40B;
3. provide stairway in Unit 39A with exit into roof house of 39A;
4. erect steel fence on roof at "property line" (column 2) between unit 39C and 40B to include gate at building perimeter and including conduit through the roof equipment room and down to unit 40B for the wiring of the gate electronic security system; and
5. provide appropriate electronic security system and hardware installation for the "front and back doors" of our contained units, including at least the following:
 - 5.1 two (2) stairwell doors on floor 40;
 - 5.2 one (1) door to West roof;

EXHIBIT

B

21 August 1979

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- 5.3 sliding glass doors of roof house (East roof);
- 5.4 roof fence gate (see point 4); and
- 5.5 owner's key switch in each elevator cab to disable the operation of the "40 button".

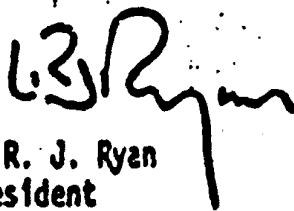
It is understood that in the event of fire, the building emergency system will automatically deactivate the electronic door and elevator "locks".

It is also understood that from time to time, building maintenance personnel will require access to the roof over unit 39C and on occasion to the rest of the roof East of the fence as well (i.e., for window washing). Accordingly, we request permission to post a small plastic engraved sign at the inside of the West roof door indicating that the roof is "private property" and request that "the office of the building be notified in advance of the intention of maintenance personnel to exit onto the roof". By this mechanism of prior notification (except in an emergency), the building office can notify us and we can take appropriate action to; (1) disengage the burglar alarm, (2) unlock the fence gate if necessary, and (3) maintain our personal privacy.

I trust the foregoing is a faithful recap of our understanding and I would appreciate it if you would initial the enclosed copy of this letter, thereby giving us your approval to make the modifications and return it to us for our files. Please feel free to make any corrections, additions or deletions on the returned copy as you might deem necessary.

Sincerely,


R.O.I., INC.



L. R. J. Ryan
President

LRJR:css
Enclosure

FOR THE 1100NLSO ASSOCIATION

by: 
President

* SUBJECT TO THE TERMS AND CONDITIONS
OF EXHIBIT A ATTACHED HERETO AND MADE
A PART HEREOF.

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EXHIBIT A

The terms, conditions and agreements set forth herein are made part of the approval contained in R. O. I., Inc.'s letter to James Hogan dated August 21, 1979.

1. The construction modifications set forth in the above-mentioned Approval Letter are approved as set forth in the following drawings ("Construction Modifications"):

A-1	39th Floor Plan	2-4-80
A-3	Roof Plan and Roof House Details	3-17-80
A-4	Details	3-17-80
A-5	Roof House & 39th Floor Reflected Ceiling Plans and Interior Elevations	2-4-80
A-6	40th Floor Reflected Ceiling Plan	2-4-80
A-7	Interior Elevations	2-4-80
A-8	Stair Sections & Details	11-19-79
A-9	Misc. Details & Sections	2-4-80

2. Notwithstanding anything to the contrary contained herein or in the Approval Letter, the owners of Units 39A, 39C and 40B are granted a license to install a key operated elevator mechanism to control access to the Fortieth Floor and to install security mechanisms on the Fortieth Floor stairway doors. All such mechanisms shall be designed to become inoperative in the event of fire or other emergency. This license shall automatically be revoked upon the conveyance of any (but less than all) of the above units to any entity which is different from the owner of the remaining such units, or upon the enactment of any applicable governmental law, ordinance or regulation which would be violated by the performance of the license granted herein. Building Management shall be furnished with keys or other entry devices necessary to gain access to all portions of the

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roof and to the common elements located on the Fortieth Floor including operation of the elevator to the Fortieth Floor. The Building Management agree to cooperate with you so that exits onto the roof and to the Fortieth Floor are kept to a minimum. In that regard Building Management shall attempt to give you advance notice whenever practical of the need to make exits on to the roof.

3. In lieu of the information you suggested for the sign to be placed on the West roof door the following information shall be provided in that sign:

"Portions of the roof are limited common elements, the use of which is restricted to the owners thereof. Because of security equipment it is necessary to notify the office of the Building before exiting onto the roof."

4. In addition to the Unit Owner's obligations under the Declaration and By-Laws with respect to the Limited Common Elements, each of the Purchasers of Units 39A, 39C and 40B agree for themselves and for their successors and assigns to maintain, repair and replace when necessary or required, at their own cost and expense all construction modifications or improvements approved herein, erected on or through the common elements or each of the limited common elements appurtenant to the respective units and to indemnify and to hold harmless the Association, its officers and directors, and each member thereof, from any and all losses, costs and damages asserted against the Association, its officers and directors and the members thereof, arising out of or in connection with the installation or use or repair or maintenance of the construction modifications.

1100 LAKE SHORE DRIVE
CONDOMINIUM ASSOCIATION

By James A. Buffa
President

PURCHASER OF
UNITS 39A, 39C & 40B

By Ryan
President of R.O.I., Inc.

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ROOFING INSPECTION SERVICES, LTD.

1312 N. FREMONT, STE. 204

CHICAGO, ILLINOIS 60622

PH: 312-861-8177

FAX: 312-861-8527



EXHIBIT

FAX TRANSMITTAL MEMO

DATE: October 8, 1993 TOTAL PAGES: 11

TO: Tom Gruebnau, Illinois Roofing Consulting Association

FROM: Charlie Reynolds OF ROOFING INSPECTION SERVICES, LTD.

RE: ADDENDUM No. 2 to Roofing Program
1100 N. Lake Shore Drive, Chicago, Illinois

TO:

Please review the following three items and respond with your comments.

Exhibit 1: Specification for tear-off of the existing roof and installation of a granular surfaced modified bitumen membrane (APP or SBS) over a two ply vapor retarder, tapered insulation one quarter (1/4") inch per foot, three (3) plies of fiberglass roofing felts (Type IV or VI), and the granular sheet of modified bitumen. The flashings will be two (2) plies of modified bitumen.

Exhibit 2: Scope of work for installation of wood deck above surface of roofing and use of deck.

Exhibit 3: Letter of acceptance by manufacturer and statement that their warranty will issue at completion of the job. Please obtain one from one of the manufacturer's you know using this item as a guide or sample statement.

If all of the above items are acceptable, please notify RIS, so that we may distribute the proper documents to the bidding contractors.

If you have any questions regarding this transmittal, please call (312) 951-6177

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Fax Transmittal Memo

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RICH STEINER
W.M. B. McCLURE

CHARLES REYNOLDS

Location: _____ Date Chrg: _____
Fax #: _____ Telephone #: _____
Original Document: Query Return Call to party

AS YOU REQUESTED



ROOFING INSPECTION SERVICES, LTD.
1512 N. FRENCH ST. 204
CHICAGO, ILLINOIS 60622
PH: 312-461-4177
FAX: 312-461-4227

EXHIBIT #1

ADDENDUM NO. 2, October 7, 1993

RE: 1160 N. Lake Shore Drive, Chicago, Illinois
FROM: Roofing Inspection Services, Ltd.
1512 North Fremont Street, Suite 204
Chicago, Illinois 60622
TO: Clark Roofing (Jeff Sues)
Knickerbocker Roofing (R.C. Cronin)
Dessant Roofing (Chris Dessant)

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents dated June 22, 1992, as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

CHANGES TO SPECIFICATION:

1. Replace "PART 2 - PRODUCTS" with the following:
 - A. Asphalt Primer: Asphalt based conforming to ASTM D-41.
 - B. Plastic Roof Cement: Vertical flashing grade conforming to ASTM D-4586.
 - C. Cant Strip: Fire retardant wood fiber or Perlite Cant conforming to ASTM C-208.
 - D. APP Smooth Surfaced Membrane: Smooth surfaced APP modified bitumen of 4.0 mm nominal thickness with polyester mat core. Acceptable products and manufacturers: BRAI SP-4 - U.S. Intec; Ruberoid Torch - GAP; APP 170 - Firestone.
 - E. APP Granular Surfaced Membrane: Granular surfaced APP modified bitumen. Nominal thickness of 4.5 mm with a polyester mat core. Acceptable manufacturers: BRAI GBSP-4 - U.S. Intec; Ruberoid Torch Plus - GAP; APP 180 - Firestone.
 - F. Granular Surfaced SBS Modified Bitumen Membrane: Granular surfaced SBS modified bitumen, minimum thickness of 4.0 mm with a polyester mat core. Acceptable products and manufacturers: BRAI Flex M - U.S. Intec; Ruberoid Mop Plus - GAP; SBS Premium - Firestone; ANAPLAN -TAKKO.
 - G. Smooth Surfaced SBS Modified Bitumen Membrane: Smooth surfaced SBS modified bitumen with polyester reinforced membrane. Acceptable products and manufacturers: BRAI/Flex S - U.S. Intec; Ruberoid Mop - GAP; SBS Smooth - Firestone; ANAPLAN Versa Smooth - TAKKO.

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- H. Vapor Retarder: Two plies of Type IV fiberglass felts set in hot asphalt.
- I. Tapered Insulation: One quarter (1/4") inch per foot slope, Perlite insulation conforming to ASTM C 728.
- J. Asphalt: Type III or IV asphalt conforming to ASTM D-312. Accepted manufacturers: Trumbull (Owens-Corning); GAF; U.S. Intec.
- K. Fiberglass Felt: Conforming to ASTM D-2178, Type IV. Alternate 1: Type VI Fiberglass felt conforming to ASTM 2178, Type II.
- L. Lead Flashings: Soft lead, minimum 2½ pounds per square foot.
- M. Caulk: One part polyurethane such as sonneborn NP-1 or similar.
- N. Walkway: Granular surfaced modified asphalt membrane walkboard to match the installed roofing system.
- O. Counter-flashing: Minimum 20 gauge stainless steel reglet counter-flashing (maximum length - 10 feet).

2. Replace "PART 3 - EXECUTION" with the following:

3.01 GENERAL

The Roofing Contractor shall coordinate the installation so that each area is made watertight at the end of each work period or onset of inclement weather. The existing roofing materials shall be removed down to the concrete deck and properly disposed of. (NOTE: THERE ARE ASBESTOS MATERIALS IN THE FLASHINGS ON THIS ROOF.)

The Roofing Contractor must load and remove all debris from the outside of the building (probably on the South side). The Roofing Contractor may be required to provide walkway protection along the South side of the building.

3.02 REMOVAL OF EXISTING

- A. All existing insulation, deteriorated wood blocking, existing roofing, flashing, and metal flashings shall be removed. Remove only that amount of waterproofing and flashing which can be made watertight with new materials during a one day period. Contractor must observe the guidelines for asbestos removal (Part 6 of the Project Manual).

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3.03 DECK REPAIR

- A. The substrate shall be level and smooth. Sharp ridges, other projections and accumulation of bitumen shall be removed to ensure a smooth surface before installing leveling layer.

3.04 INSTALLATION OF THE VAPOR BARRIER

- A. Prime concrete deck. Deck must be primed with a coating of asphalt primer at the spread rate of 3/4 gallon per roofing square (100 square feet) or as recommended by the manufacturer of the product chosen and compatibility with the roofing system being installed.
- B. Installation of vapor retarder. After deck is primed, mop solid to deck two (2) plies of Type IV fiberglass felts in hot moppings of steep asphalt at the manufacturer's recommended spread rate, but not less than 25 pounds per roofing square. Installer is to start at the low point of the roof deck. These plies shall be lapped nineteen (19") inches, leaving an exposure of seventeen (17") inches.

3.05 INSTALLATION OF INSULATION

- A. Using the interior drain as the starting level, Contractor must check height of drains and install a tapered insulation system at the slope rate of one quarter (1/4") inch per foot (1') using the drain as the low point. All short insulation joints must be staggered a minimum of twelve inches (12"). Insulation joints must not exceed one eighth (1/8") inch between boards.
- B. Insulation shall be set into a continuous coat of hot Type III steep asphalt. Asphalt shall be applied to acceptable substrate or properly attached vapor retarder at a minimum rate of 25 to 30 pounds per 100 square feet.
- C. Insulation shall be fully bonded to substrate or vapor retarder.
- D. Insulation shall be installed according to the insulation manufacturer's instructions.
- E. Insulation shall be laid on acceptable substrate or vapor retarder with tight joints in parallel courses with end joints staggered. (If more than one layer is used, the second layer of insulation shall be laid transverse to the first layer with joints staggered.)
- F. Insulation shall be secured in accordance with Factory Mutual Technical Bulletin 1-28.

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- G. Insulation shall be neatly cut to fit around penetrations and projections.
- H. Insulation attachment shall be accepted by the manufacturer.
- I. Install tapered insulation in accordance with the insulation manufacturer's shop drawings.
- J. Install tapered insulation around drains to create a drain sump.
- K. Do not install more insulation board than can be covered with roofing plies by the end of the day or onset of inclement weather.
- L. Insulation sheets shall be a maximum of two (2') by (4') feet in size.

3.06 INSTALLATION OF CANT

- A. Install fire retardant wood fiber or Perlite cant in hot steep asphalt as per National Roofing Contractor's Association (NRCA) recommendations.

3.07 INSTALLATION OF ROOFING PLIES

- A. Starting at the low point of the roof, mop three (3) plies of Type IV fiberglass felts, lapping each sheet twenty-four and three quarter (24 3/4") inches over the preceding sheet, solidly mopping to the underlying insulation to provide three (3) plies over the entire roof area. NOTE: For Alternate 1, use three (3) plies of Type VI fiberglass felts, lapping each sheet thirteen (13") inches over the preceding sheet.
- B. Interply moppings shall be Type II asphalt at a nominal rate of 25 pounds per one hundred (100 sf) square feet of roof area, or according to the manufacturer's recommendations.
- C. Fiberglass felts should be allowed to unroll evenly, or fishmouths and buckles may develop. Such irregularities should be immediately cut out and repaired before proceeding. If the roll starts to "run off," it should be cut off and restarted.
- D. All rolls should be rolled and broomed in place immediately behind the mop and firmly embedded into the hot asphalt. Brooming should be done from unmopped side of the roll, rather than walking directly behind the roll. Dragging the broom is recommended, rather than pushing. Excessive traffic and equipment should also be kept off the completed plies until the asphalt has set in order to avoid displacement of the asphalt.

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- E. Cut off all felts a nominal two (2") inches above the top of the cant at walls and vertical surfaces.

3.08 INSTALLATION OF GRANULAR SURFACED TOP ROOFING MEMBRANE

- A. The roofing plies shall be clean, dry, smooth, level and free of all debris and roofing material to receive the roofing membrane. Any and all fishmouths and ridges must be repaired.
- B. At all intersections between different slopes, such as parapet walls and roof curbs, install one ply of smooth surfaced AP membrane (initial flashing sheet) to extend six (6") inches onto the surface of each slope.
- C. The granular surfaced APP roofing membrane shall be installed with minimum three (3") inch side laps and six (6") inch end laps. The sheets shall be run perpendicular to the slope of the roof or substrate starting at the low point when the rise is less than three (3") inches vertical for each horizontal foot. All overlap in the sheet shall be installed so that up-slope laps are over down-slope laps.
- D. The rolled APP membrane sheet shall be set and unrolled approximately six (6') feet to align sheets. The propane torch flame shall then be applied to the exposed outer surface of the roll until the surface reaches the proper application temperature (generally 350° to 400° Fahrenheit) at which the bitumens are flowing. The roll is then to be gradually unrolled to assure heat weld between the membrane sheet and the substrate. The remainder of the roll is rerolled and installed in the same manner. One quarter (1/4") inch to three eighths (3/8") of an inch flow-coat of modified bitumen compound is required at all seams.

NOTE: On the end laps and for any laps that overlap a granular surface, rather than a selvage edge, the granular surface must first be softened with heat in order to have the underlying asphalt bleed through granules to afford a better bond.

- E. The membrane sheet shall overlap the initial flashing sheet which was installed prior to the application of the roof membrane.
- F. All seams at overlaps shall be checked and sealed according to the manufacturer's recommendations and specifications.

3.09 INSTALLATION OF FLASHINGS

- A. All masonry surfaces to be flashed must be primed with asphalt primer and allowed to dry thoroughly.

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- B. Cants are required for all flashings. The roofing membrane must be run up the cant and be cut off approximately two (2") inches above the cant.
- C. **First Flashing Ply:**
1. Solidly torch one ply of smooth surfaced APP membrane to the prepared surface. The membrane shall extend a minimum of eight (8") inches above the base of the parapet wall and at least four (4") inches onto the roof.
 2. Overlap adjacent sheets a minimum of four (4") inches. A minimum of one quarter (1/4") inch of compound flow-out should be visible.
- D. **Second Flashing Ply:**
1. Solidly torch one ply of granular surfaced APP membrane to the first ply. This ply must extend onto the roof a minimum of four (4") inches past the first ply of smooth surfaced membrane.
 2. The minimum four (4") inch side lap must be offset from the laps of the first ply by a minimum of six (6") inches.
- E. Nail the flashing at its top edge using nails that have a minimum one (1") inch round or square integral metal head. Nail eight (8") inches on center for heights up to twelve (12") inches. Nail on four (4") inch center for heights up to twenty-four (24") inches.
- F. **Roof Drains:**
1. Solidly torch one ply of smooth surfaced APP flashing membrane extended into drain and extending a minimum of four (4") inches past the edges of the lead flashing.
 2. Install minimum thirty (30") inch square lead flashing primed on both sides with asphalt primer and allowed to dry thoroughly.
 3. After the granular surfaced field sheet has been installed, install the drain flashing ring.
- G. **Soil Stacks:**
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1. After the field sheet has been installed, install the lead flashing, embedding the flange into mastic and rolling the top one (1") inch down into the pipe. The top of the flange is to be primed with asphalt primer and allowed to dry thoroughly.

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2. Solidly torch one (1) ply of granular surfaced APP flashing collar extending a minimum of four (4") inches beyond the edges of the lead flange.

H. Metal Counter-Flashing:

1. Install minimum 24 gauge stainless steel into a reglet cut of at least one and one half (1½") inches deep.
2. Counter-flashing must extend a minimum of four (4") inches below the top of the flashing.
3. Fill the top of the reglet with approved caulk.
4. The counter-flashing shall not exceed ten (10') feet in length and shall be notched and lapped at corners and joints.

3.10 ALTERNATE TWO (TOP PLY TO BE GRANULAR SURFACED SBS MEMBRANE)

- A. Starting at the low point of the roof, fully embed the mop applied membrane in solid moppings of Type III steep asphalt applied at the nominal rate of twenty-five (25) pounds per one hundred (100 sf) square feet. In some cases, the manufacturer's recommendations may differ. In those instances, follow the guidelines of those manufacturers. Kettle temperatures must not exceed 500° Fahrenheit and point of application EVT must not be less than 400° Fahrenheit. All side and end laps shall be solidly mopped and carried up vertical surfaces to roof installation height where applicable and sealed with plastic roof cement. This ply must be solidly adhered to the substrate at the recommended specifications of the manufacturer.

- B. The membrane must be positioned to provide minimum four (4") inch side laps and minimum six (6") inch end laps. A minimum one quarter (1/4") inch flow of asphalt past the edge of the seams is required. The membrane sheet shall overlap the initial flashing sheet which was installed prior to the application of the roof membrane.

- C. All seams at overlaps shall be checked and sealed according to the manufacturer's recommendations and specifications.

D. Flashings

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1. First Ply of Flashing:

- a. Solid mop one ply of SBS membrane to the primed surface using hot, steep, overlapping adjacent sheets a minimum of four (4") inches and extending at least four (4") inches onto the roof.

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2. Second Ply of Flashing:

- a. Solid mop one (1) ply of granular surfaced SBS membrane to the first ply using hot asphalt. Press the seam to provide for one quarter (1/4") to one half (1/2") inch asphalt flow out to assure sound laps. The top ply must extend onto the roof a minimum of four (4") inches past the first ply.
- b. The minimum four (4") inch side laps must be offset from the laps of the first ply by a minimum of six (6") inches.

3.11 COMPLETION

- A. Prior to demobilization from the site, the Work shall be reviewed by the Owner/Project Manager and Contractor. All defects noted, non-compliances with the Specification or the recommendations of membrane manufacturer shall be itemized in a punchlist. These items must be corrected immediately by the Contractor prior to demobilization to the satisfaction of the Owner/Project Manager, and membrane manufacturer.
- B. All warranties, as required in this specification shall be submitted for approval prior to final payment.

END OF ADDENDUM

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EXHIBIT#:

1100 N. Lake Shore Drive
Roof Requirements
September 28, 1993

To whom it may concern:

Penthouse Owners intend to erect a wooden deck and related improvements on the roof of the Building at 1100 N. Lake Shore Drive. Owners offer the following details in the interest of installing a new roof appropriate to the needs of all parties. Owners contemplate installation of a modular wooden deck and other improvements as are specified in the plans prepared by the Sam Mormino Corporation, dated January 10, 1992, including Sheets L-1, L-2 and L-3.

None of the improvements of the Penthouse owner (other than details specified in the architectural plans issued for permit on October 11, 1991, and June 4, 1993 amendment known as 40A2.1, prepared by The Landahl Group Inc.) will rest on the surface of the roof. The deck will be supported by steel posts which are fastened to the concrete roof slab. The steel posts will extend through the new roof membrane and will support the wood deck a foot or more above the surface of the roof. All planters and other decorative items will rest on the wood decking.

The selection of the new roof system must accommodate moderate traffic from periodic maintenance of the roof and exterior of the building, especially around the perimeter (as currently exist). Other areas of the roof must be designed to withstand at least light foot traffic. The specified roof system must be immune from problems caused by prolonged dampness which will occur beneath the wooden deck. The wood deck will be removable, should covered portions of the roof membrane require attention.

We believe that stated needs/requirements are relatively commonplace and can be understood with reference to National Roofing Contractors Association Roofing and Waterproofing Manual, Third Edition, 1989. An eligible roofing manufacturer must acknowledge this statement of requirements, as well as the plans of The Landahl Group and Sam Mormino & Sons, without related exceptions.

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MS CARMA McCure
40 William McCure & Associates, P.C.
25 E. Washington St., Suite 600
Chicago, IL 60602

Dear Ms. McCure:

MANUF. COMPANY

This letter is to confirm that by using a certified contractor, the roof(s) proposed to be installed at 1100 N. Lake Shore Drive will be covered by our standard manufacturer's warranty on labor and materials for a period of 15 years MINIMUM WITH A NO DOLLAR LIMIT.

More particularly, I have reviewed the plans and specifications prepared by Roofing Inspection Services, Ltd., dated June 27, 1993, as well as their R AMENDM

landscape plans prepared by the Sam Mormino Corporation, dated January 10, 1992 (pages L1, L2 and L3), and I am familiar with the existing roofing configuration ON THE 40th FLOOR.

The roofing plan contemplates support for the wood decking connected to the concrete floor of the roof and extending up through the roofing membrane. Upon completing installation of the roofs and acceptance by

will issue its manufacturer's standard warranty for 15 years, including a written acknowledgement and acceptance of your proposed plans and uses (including moderate foot traffic directly on the roof).

A copy of our standard manufacturer's warranty is attached for your information. We can note on the warranty that an addendum is attached, and fully acknowledge your plans and uses thereon. We will provide the warranty in your name and that of the condominium association, so either may take necessary action. Please call me if you have any follow-up questions:

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Oct 7, 1993 AND THE

MANUF. COMPANY

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11/11/2011

1100 N. Lake Shore Drive
Roof Requirements
September 28, 1993

To whom it may concern:

Penthouse Owners intend to erect a wooden deck and related improvements on the roof of the Building at 1100 N. Lake Shore Drive. Owners offer the following details in the interest of installing a new roof appropriate to the needs of all parties. Owners contemplate installation of a modular wooden deck and other improvements as are specified in the plans prepared by the Sam Mormino Corporation, dated January 10, 1992, including Sheets L-1, L-2 and L-3.

None of the improvements of the Penthouse owner (other than details specified in the architectural plans issued for permit on October 11, 1991, and June 4, 1993 amendment known as 40A2.1, prepared by The Landahl Group Inc.) will rest on the surface of the roof. The deck will be supported by steel posts which are fastened to the concrete roof slab. The steel posts will extend through the new roof membrane and will support the wood deck a foot or more above the surface of the roof. All planters and other decorative items will rest on the wood decking.

The selection of the new roof system must accommodate moderate traffic from periodic maintenance of the roof and exterior of the building, especially around the perimeter (as currently exist). Other areas of the roof must be designed to withstand at least light foot traffic. The specified roof system must be immune from problems caused by prolonged dampness which will occur beneath the wooden deck. The wood deck will be removable, should covered portions of the roof membrane require attention.

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EXHIBIT

D

Penthouse Damage Charges and Expenditures

Stair sign 39th floor	\$53.34
Refinishing of wood freight elevator '92	2,250.00
Refinishing of freight elevator interior '92	300.00
Refinishing of wood freight elevator '94	992.00
Refinishing of freight elevator interior '94	610.00
Paint living ceiling 39B (Kolb)	825.00
Paint master bedroom closet - 39B (Kolb)	250.00
Clean master bedroom carpet and bedroom (39B) Kolb	115.00
Clean master bedroom carpet 38-B Spudis	15.00
Total	\$5,410.34

Receipts attached.

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William B. McClure & Associates, P.C.
25 E. Washington St.
suite 600
Chicago, IL 60602
ATTN: Richard M. Steiner

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