

November 2019

## **CONTRACTOR RULES & REGULATIONS**

**200 South Wacker Drive – Chicago, IL**



Prepared by:

Manulife Investment Management

As Agent for Owner, 200 South Wacker IL LLC

200 South Wacker Drive, Suite 300

Chicago, IL 60606

312.853.3185

## GENERAL INFORMATION

### **200 South Wacker Property Team Representatives**

Lisa Metz, Property Manager – [Lisa\\_Metz@manulife.com](mailto:Lisa_Metz@manulife.com)

Jessica Roberts, Assistant Property Manager – [Jessica\\_Roberts@manulife.com](mailto:Jessica_Roberts@manulife.com)

Claire Cates, Property Administrator – [Claire\\_Cates@manulife.com](mailto:Claire_Cates@manulife.com)

Louis Ecke, Chief Engineer – [Louis\\_Ecke@manulife.com](mailto:Louis_Ecke@manulife.com)

200 South Wacker General Phone and Email – 312.853.3185, [200swacker@manulife.com](mailto:200swacker@manulife.com)

1. Contractor shall be solely responsible for layout of all work.
2. Contractor shall carefully examine the Contract Documents, including all mechanical, electrical, structural, architectural, civil, any other special drawings or specifications and the Building Documents, and shall visit the site of work to fully inform itself as to all existing conditions and limitations, including labor conditions and shall include in its scope of work, sufficient monies to cover the cost of all items contemplated by the Contract Documents.
3. Signs, advertisements, graphics or notices visible in, or from, public corridors or from outside of the Building are not allowed under any circumstances.
4. Contractor must complete the attached Hazardous Substances Certificate (ATTACHMENT A) and deliver to Landlord upon completion of the Construction work.
5. Contractor must complete the attached Material Fabrication Information and Material Safety Data Sheets Certificate (Attachment B) and deliver to Landlord prior to commencing with Construction work.
6. All Contractor personnel and Subcontractor personnel must comply with OSHA safety standards.
7. **NO SMOKING** is allowed in the building anywhere, at any time. No tolerance will be given regarding this requirement.
8. Absolutely no food or beverages shall be allowed in the construction area.
9. All work must comply even if shown or in conflict with the City of Chicago Building Codes and the 200 South Wacker Drive Contractor Work Rules. Contractor is responsible for ensuring that all work being performed under its responsibility complies with the requirements contained herein. Any questions or concerns regarding Contractor Work Rules should be directed to the Landlord.

## TEMPORARY STRUCTURES & SERVICES

1. Each Contractor may provide a field office and telephone for its exclusive use as required for the Work and pay for all associated costs. Such field office and telephone may be located within Contractor construction area and be coordinated with Landlord. In cases where this location conflicts with any Building activity, such provisions will be relocated to another agreed upon location at Contractor's cost. Such relocation(s) will be completely at the discretion of the Landlord.

2. Contractor will be responsible for charges for electrical power consumption of Building mechanical and electrical equipment, as well as miscellaneous additional loads associated with its Construction such as general power tools and other general power uses. Charges for typical power uses (Lighting outlets, Emergency lighting) will be billed at \$300.00 per month. Ventilation for commissioning and balancing of FPTU's shall be furnished by request only. Requests for HVAC should be submitted to the Office of the Building at least 24 hours in advance. HVAC will be billed at \$150.00 per hour. Contractor will also be responsible for special power uses such as high voltage welders or other special power equipment. Power for special equipment will be required to be metered, with meter installation, de-installation and power costs to be paid by Contractor. Contractor will also be responsible for GFI power (or OSHA checks on normal power, as required).
3. Contractor construction water services and toilet facilities will be provided at locations designated by Landlord. Landlord and Contractor will jointly review the turnover condition of each floor including the Building Men's and Women's Restrooms and create a "Conditions List" prior to the acceptance of such area by Contractor. Contractor will be responsible to maintain the floors, during the course of its Work and for the repair of all finishes and equipment to the status of the Conditions List, prior to turnover of the Construction Work. The Building Men's and Women's Restrooms will be locked and unavailable for Contractor personnel use unless previously authorized by Landlord.
4. Contractor is aware that from time to time temporary services will be interrupted. Landlord will endeavor to coordinate all such interruptions with Contractor. However, Landlord will not be responsible for any disruptions to Contractor's Work as a result thereof.
5. Contractor shall perform all hoisting, rigging, and final placement of equipment supplied under said Contract. Use of hoists and service elevators will be allowed in accordance with the following instructions:
  - a. Service elevator will be provided to Contractor for personnel and material only free of charge during normal daytime working hours. These hours are 6:00 am to 4:00 pm, Monday through Friday. Contractor personnel are not allowed on any of the other passenger elevators at any time.
  - b. All material hoisting must be scheduled and coordinated with Landlord. The service elevator will be provided on an exclusive-use basis at the schedule after-hours times at a cost of \$100.00 per hour to Contractor. This will be a Building requirement until all construction is complete.
  - c. Special picks, not accommodated by the service elevator, will be the responsibility of respective Contractor to coordinate alternate methods of material delivery to the floors.
  - d. All materials to be hoisted in the service elevator must be containerized to facilitate efficient use of and to protect service elevator facilities.
  - e. All Contractor's materials to be hoisted by the service elevator must be delivered to a location as coordinated with Landlord. Contractor shall familiarize itself with accessibility, space limitations, and loading restrictions prior to scheduling any loading activities.
  - f. Any damage to the service elevator caused by Contractor or its Subcontractors will be Contractor's responsibility. Landlord and Contractor will jointly review the condition of the service elevator to include any issues as a part of the Conditions List prior to the use of the elevators by Contractor.

## **SITE ACCESS**

1. Scheduling of deliveries and storage of any of Contractor's equipment and/or materials, as required for the completion of Contractor's work, must be carefully coordinated with Landlord, so as not to cause any delays, or impede the progress of the Building construction or others.
2. All tools, equipment and material necessary for Construction are to be stored and remain within the Construction area and placement must be coordinated with Landlord so as not to impede the completion of the Conditions List. All contractors and workers, when in the Building, are to restrict themselves to the area in which they are contracted to be working. This requirement will be strictly enforced.
3. Contractor shall secure and protect all its materials delivered to site from weather and wind conditions.
4. Contractor must coordinate its work with the placement of construction site barricades, gate openings, service elevators, and power facilities as required for the proper completion of its work. Contractor must include costs to relocate its temporary work if it becomes necessary for it to be relocated due to conflicts with Contractor's work prior to such time that it would be removed during the normal course of the 's work.
5. No on-site parking is available to Contractor and/or its Subcontractors. Parking is available at various nearby locations. Any Contractors or its Subcontractors who park on-site will be towed without warning at the vehicle owner's expense.
6. Contractor will arrange, with Landlord, for appropriate hoisting access to be used by personnel transporting construction materials and trash to and from the Construction area.
  - a. All materials and trash shall be properly covered during transport.
  - b. All areas of Contractor work shall be kept clear at all times.
  - c. Location of Contractor's dumpster(s) will be coordinated with Landlord.
  - d. Landlord will maintain the right to require that Contractor remove trash directly from the site without the use of a dumpster if Building coordination becomes so congested that it becomes necessary. Determination for Contractor having to do so will be at the Landlord's sole discretion. No additional costs will be paid to Contractor for Landlord having made such determination.
7. Contractor shall coordinate its deliveries of material and equipment so as not to impede any other Building work. Matters of the Building will take priority over Contractor issues in the event of scheduling or other potential conflicts.

## **BASE BUILDING SYSTEMS**

1. Contractor is responsible for installing all architectural, mechanical, electrical, plumbing, fire protection, life safety, building automation and security systems in compliance with the Building Specifications. The Building Specifications are to be adhered to as a minimum standard whereas the Specifications shall be used to specify the items above those minimums. In the case of discrepancies or conflicts between the Building, the Building Specifications will rule without exception.

2. Work necessary to tie Contractor's fire alarm system equipment into the Building system must be contracted through the Building Fire Alarm Subcontractor at Contractor's cost (Exhibit B). Use of the same personnel being used for Building work will not be allowed.
3. Work necessary to modify or install parts of the Building controls system must be contracted through the Building Controls Subcontractor at Contractor's cost (Exhibit B). Use of the same personnel being used for Building work will not be allowed.
4. Water and air balance work for final occupancy must be contracted through the Building Balance Subcontractor at Contractor's cost (Exhibit B). Use of the same personnel being used for Building work will not be allowed.
5. Access control system modifications for Contractor's work must be subcontracted through the Building Access Control Subcontractor (Exhibit B). Use of the same personnel being used for Building work will not be allowed.
6. All cylinder core and keying is to be coordinated by and supplied by the Building Hardware Subcontractor (Exhibit B). Use of the same personnel being used for Building work will not be allowed.
7. Sprinkler drain downs will be performed only during the hours of **6:00 am and 4:00 pm, Monday through Friday**, unless special permission is obtained from Landlord. Only one floor may be taken out of service at one time. Standpipe and/or combination risers may be drained down only between the hours of **6:00 pm and 9:00 pm, Monday through Friday**. New piping to be connected to the riser should be completed to the point that only the final connection to the riser remains and these new piping runs shall be pressure-tested and approved prior to the drain down. The work being performed on the main riser system must be completed within two hours in order to reduce risk exposure to the Building.  
  
During any sprinkler system drain down, a sprinkler fitter is required to remain on the floor until the system is leak tested, returned to operation and all alarms have been cleared from the Fire Command Panel.
8. If it is necessary to shut down electrical power to a certain area, these arrangements must first be made with the Landlord **no less than 72 hours** prior to the required time of shut down.
9. If it is necessary to drain down the fire protection system once it has been turned over to Landlord by Contractor, there will be a \$100.00 charge per occurrence for the Landlord's engineer having to do so. This cost will be the responsibility of Contractor.
10. The Landlord must witness the pressure testing of any systems that will tie into the fire protection system, domestic water system, chilled water or condenser system before each system is enclosed in walls. All piping systems should be tested according to the Building Specifications.
11. No support for Tenant related work can be secured to the Building HVAC system, ductwork, piping, conduit, or hangers. Items that may not be attached include, but are not limited to, the following: bracing of walls, ceiling grid, lights, electrical wiring and conduits, water pipes and any supplementary HVAC equipment. All such items must be attached directly to the structure above and may not use existing Building material supports in any way. Contractor will be responsible to repair any damage to any Building system caused by any such unacceptable attachment.

12. Only Building specified approved boxes, fixtures, wiring and fittings will be allowed above the ceiling. All motors attached to equipment mounted above the ceiling must be plenum approved. Examples of equipment are, but are not limited to, fan coil units, fan powered VAV boxes and exhaust fans.
13. During construction, all pipes leaving the Construction area must be capped and all openings leaving the Construction area, including openings into pipe chases, shafts, or other common spaces must be sealed (or fire sealed, as required) while work is being carried out. Contractor will be responsible for any damage, including water and dust caused by failure to cap system or seal areas.
14. All drains and vents in work areas must be capped during construction to prevent the accumulation of debris in the lines. All sinks and fixtures in work areas must be protected during construction to prevent accumulation of debris in the lines. Contractor will be required to demonstrate satisfactory operation of drains, fixtures and diffusers at the completion of its work.
15. Contractor is responsible to see that all Building rooms are locked when not in use for its activities. Landlord will have a key sign-out procedure that should ensure that there is no need to leave any doors open when not in use.
16. All types of piping requiring insulation under the Building Specifications must be insulated in Contractor work as well.
17. Contractor shall be responsible for all programming changes necessary to the Building control system as a result of Contractor work. All software modifications must be made by the Building Controls Subcontractor at Contractor's cost (Exhibit B) with the approval of the Landlord. Use of the same personnel being used for Building work will not be allowed.
18. Contractor shall be responsible for maintaining the Building HVAC system in the Construction area during construction. Filters shall be inspected on a regular basis and replaced as required to maintain equipment in clean and "as new" condition. As a condition of completion of the work on a particular floor Contractor will be required to replace all air handler filters with new filters that are exactly the same as those supplied by the Landlord.
19. The Building structure has limitations on where core drilling may occur. Any required coring must be reviewed by the Landlord and Building structural engineer. It is required that Contractor has the Landlord review all penetrations prior to commencing the coring work. If the Building structural engineer must become involved on more than a cursory review basis, the hourly cost of this involvement will be the responsibility of Contractor.

## **SAFETY AND SECURITY**

1. Contractor must provide for the safety and protection of its own work and workforce, including the covering of any holes, shaft openings, etc., so as to avoid all safety hazards. Contractor is solely responsible for compliance with all Project, local and national safety regulations and requirements. Before access to site can be granted, every individual of Contractors and Contractor Subcontractors staff are required to be trained in matters of safety rules at the site.

2. Contractor shall be responsible for the structural integrity of the Building during its material stockpiling and Contractor work. All structural modifications and concentrated loading of materials must have prior approval of the Building structural engineer. Contractor must request such review through the Landlord. Contractor may not contact the Building structural engineer directly, regardless of the issue, without approval to do so from the Landlord. If the Building structural engineer must become involved on more than a cursory review basis, the hourly cost of this involvement will be the responsibility of Contractor.
3. No flammable or explosive fluids or materials shall be kept or used within the Building except in areas approved by Landlord, and each Contractor shall comply with all applicable Building and fire codes relating thereto.
4. Anyone caught using any performance altering substances will be made to leave the Building immediately. This requirement will be adhered to strictly.
5. Contractor's Project Manager must appoint a safety representative from among employees on the job, who can act in the Project Manager's absence.
6. Fighting, gambling, horseplay, derisive whistling, possession or use of alcohol, illegal drugs, possession of firearms, or failure to follow safety regulations will serve as cause for immediate and permanent removal of Contractor and its Subcontractor's employees from the Project.
7. Contractor is responsible for providing an adequate number of approved NFPA fire extinguishers for the Construction area. An approved extinguisher, shielding curtains and screens must be provided at welding and cutting equipment at all times. All fire extinguishers are to be serviced and maintained in accordance with NFPA and City of Chicago requirements.
8. When it is necessary to barricade an area for open floor cuts, overhead work, or to protect personnel from other hazardous operations, barricades are to be provided by Contractor. A six-foot fall rule will be strictly enforced. Barricades must be erected before the work requiring the barricades begins. If the barricades are in a roadway or walkway, blinking lights must be used after dark. When the work is complete, the barricades must be removed from the job site.
9. Scaffolds shall be built of sound material, properly supported and on a firm footing. All scaffolds must meet the requirements of the Occupational Safety and Health Act. The scaffolding platform must be equipped with standard handrail, mid-rail, and toe board. Scaffolding shall be tied to an adjacent wall, both vertically and horizontally, as required by OSHA standards. Areas where scaffolding is erected shall be appropriately marked as "People Working Overhead".
10. Metal ladders must not be used near or for electrical work. Standard ladders of proper height, in good condition, and properly placed on sound footing are to be used. Special purpose job ladders may be constructed if they are properly designed and built. All ladders shall be tied or otherwise securely fastened at the top to prevent movement. All ladders shall be used in accordance with manufacturer's requirements, and only for for purpose for which they were intended.
11. All security required for Construction shall be Contractor's responsibility and cost. Contractor is responsible for the actions of its employees and that of its ContractorSubcontractors.

12. Contractor shall provide adequate tools and equipment for safe performance of work. Welding shields are to be used. Bottled gases provided by Contractors for welding and cutting, must be secured at all times. Equipment and equipment handling procedures must meet OSHA standards.
13. Flammable liquids (gasoline, cleaning solvents, etc.) and flammable gases shall not be stored in Building. Flammable liquids must be transported in standard safety cans, labeled by UL or FM. Oily, greasy or paint-soaked rags must be kept in closed safety containers and removed from the facility each day.
14. Contractor is expected to provide first aid equipment and trained personnel for its employees, as defined in the OSHA Standards and consistent with the safety requirements of the Project. Contractor must post a list containing names and phone numbers of first aid person, doctor, hospital and ambulance at their trailer, desk, or main toolbox.
15. In the event Contractor discovers hazardous materials or hazardous conditions at the work site, Contractor is to immediately cease work, vacate that area and contact Landlord for further instructions.
16. In the event Contractor inadvertently causes a utility interruption, Contractor is to immediately notify Landlord of the type and location of the interruption and use their best efforts to affect the continuation of service.
17. Contractor's personnel working in the Building must wear Building issued identification badges. Badges are available with a 48-hour notification to Landlord.

## **CLEAN-UP**

1. Each Contractor will be required to remove all rubbish and debris created by its operations from the Construction area. Each Contractor is to coordinate the location of its dumpster with Landlord. Landlord may, at its sole option, determine that there is not adequate space for Contractor's dumpster and not allow Contractor to store any trash at the site. Contractor would then be required to load trash into a truck at the hoisting facility or loading dock and immediately remove it from the site. All trash removal is required to be performed on an after-hours basis when exclusive use of the hoists and service elevators is available.
2. Contractor will provide "walk-off mats" at the service elevator to prevent tracking of dirt onto the floor or into the elevators.
3. All Building rooms are to be kept neat and clean by Contractor once Contractor has taken control of the floor. The Landlord may still require access to the floors after turnover to Contractor has occurred. The disposal of trash or storage of materials in these areas is strictly prohibited.
4. Each Contractor is responsible for the removal of trash resulting from its deliveries. Neither the Landlord's dumpster facilities nor the Landlord's trash facilities maybe used for dumping. If it is determined by the Landlord that trash is not being promptly or properly removed, Landlord may cause such trash to be removed at Contractor's sole cost and expense plus a reasonable additional charge to be determined by Landlord to cover its administrative costs in connection with such trash removal. This will only occur after having given Contractor reasonable time to correct the issue with its own forces.
5. Contractor may not install, leave or store equipment, supplies, furniture or trash in the common areas of the Building (i.e., outside Contractor work area.)



6. Construction area must be kept clean and orderly at all times. All scrap material and trash shall be cleared **daily** from Contractor work area.
7. Dust barriers must be erected in public or multi- spaces for all projects.
  - a. These barriers must be tightly sealed to protect surrounding areas from dust created on the Project site
  - b. The location of these barriers will be approved by Landlord.
  - c. Temporary barriers to the outside must be airtight and insect/rodent proof.
8. Contractor shall maintain a clean presentable space during construction. The floor must be swept **nightly**. A floor sweep compound shall be used to keep dust to a minimum. Additionally, a **thorough final cleaning** including but not limited to the following items will be required before Tenant or Public occupies or enter the space.
  - a. Light fixtures and lenses
  - b. Interior face of exterior and interior windows and window mullions
  - c. Doors and frames
  - d. Base
  - e. Carpet
  - f. Blinds
  - g. FPTU's
  - h. Hard surface flooring
  - i. Cabinets and millwork
  - j. Ceilings
  - k. Building MEP equipment
9. All temporary lighting, temporary electrical wiring or temporary piping installed by Contractor must be removed prior to occupancy or use of space. Contractor is responsible for providing its own services to the extent not covered by these Rules.
10. The Contractor shall deliver the site at completion in "white glove clean" condition.

## PERMITS

1. Contractor shall procure and pay for all street use permits required for their work. A copy of each permit received must be placed on file with the Landlord.
2. Contractor shall procure noise permits if required for the proper execution of their work. A copy of each permit received must be placed on file with the Landlord.
3. Any costs for any other permits required in performance of the Work are the responsibility of Contractor or/and its Subcontractors. Any costs for expediting any other permits required in performance of the Work are the responsibility of Contractor or/and its Subcontractors.

## GENERAL GUIDELINES

1. All existing Building work removed and/or damaged by Contractor shall be replaced and/or repaired by Contractor at Contractor's expense.
2. Each Contractor shall provide Landlord with names and telephone numbers of individuals who should be contacted in an emergency. Such contact names and numbers shall be contained in an Emergency Response Plan that must be submitted and approved by Landlord prior to access to the site being granted.
3. Contractor shall be responsible for all its actions on-site as well as those of its Subcontractors. Any damage to property caused by Contractor or its Subcontractors will be promptly repaired by Contractor at no cost to the Landlord. Contractor shall maintain supervisory on-site personnel at all times whenever Contractor or its Subcontractors are working in the Construction area. Such personnel shall be fully empowered to coordinate and authorize Contractor's Subcontractors to perform such work as necessary.
4. After all major construction is complete and before the ceiling tiles are installed, there must be a visual inspection and sign-off of the entire overhead plenum spaces by the Landlord.
5. Contractor is responsible for scheduling and coordinating all City of Chicago inspections associated with the Interior and Exterior Improvements and delivery of all partial, temporary and final Certificates of Occupancy on schedule determined best for Landlord. Such determination will be made jointly between Landlord and Contractor.
6. Contractor shall not engage in any labor practice that may have a negative impact on the work of the Landlord or Owner.
7. No vending machines, concessions, or the like will be permitted in Contractor's Construction area.
8. Contractor must understand and agree that the floor or specified areas of the floor are being delivered in an "as is" condition with the exception of the items noted on the Conditions List. After construction commences, the floor and all its components will become the responsibility of Contractor.
9. Landlord's objectives will always have first priority over Contractor work and Contractor must schedule its work to avoid conflict with Landlord.
10. Contractors should submit to Landlord a detailed construction schedule prior to the commencement of its work in the Building. This schedule should indicate the start of construction, construction duration for all major elements of work, and the anticipated construction completion.
11. No access by Contractor or its Subcontractors into areas adjacent to the work will be allowed without prior review and approval by Landlord.

## CONSTRUCTION WITHIN AN OCCUPIED BUILDING

An occupied building is defined as one where the public and tenant employees have occupied any portion of the Building for the purpose of performing their normal day-to-day business activities. This is not to be confused with Contractor equipment technicians having access to the Building to install, test or operate Contractor equipment.

1. All disruptive work (core drilling, ram setting, carpet tack strips, drywall screwguns) must be done prior to 8:00 a.m. and after 6:00 p.m. where Contractor is working above, below and/or adjacent to existing occupants. Landlord reserves the right to stop all work if noise generated from such work is such that it disturbs existing occupants within Building.
2. Sidewalks, doorways, vestibules, halls, stairways, elevator lobbies and other similar areas in the common areas of the Building shall not be used for storage of materials or disposal of trash. Contractor must not use these areas for any purpose other than entrance to and exit from the Construction areas.
3. Plumbing fixtures shall be used only for the purposes for which they are designed, and no sweepings, rubbish, rags or other unsuitable materials shall be disposed into them. Damage resulting to any such fixtures as a result of misuse by Contractor shall be the liability of Contractor.
4. Corridor doors which lead to common areas of the Building shall be kept closed at all times.
5. Approval from Landlord will be required for the following;
  - a. Access to Building rooms
  - b. After-hours service elevator use
  - c. After-hours Building access by Contractor and its Subcontractors. Please note that Contractor will be responsible for contacting Landlord at least 48 hours in advance for clearance of its personnel or its Subcontractors.
6. Contractor's work shall be scheduled so that it in no way conflicts or interferes with or impedes the quiet and peaceful environment of other occupants of the Building. Any work that is in conflict with the business of the other occupants will be rescheduled to such dates or times as approved by the Landlord.
7. Any smoke, noise, or odor producing activities should only take place after-hours and with the express consent of the Landlord. Contractor shall be held fully accountable for damage to the Building or interference with its occupants due to excessive noise, fumes, fire alarms, etc., which are due to the actions of Contractor. Ventilation requirements during the construction process must be in compliance with IAQ standards, once occupancy has occurred. It is the contractor's responsibility to coordinate the necessary provisions with the Landlord. Any cost of running the building HVAC system on after-hour's basis to remedy the deterioration of indoor air quality caused by odor producing construction will be the responsibility of and cost to Contractor.
8. There will be an additional charge to Contractor if building engineer(s) are utilized on the job site beyond the normal working hours or for unusually long periods of time which disrupt their normal work responsibilities.
9. During normal business hours, keys or access cards for access to Building rooms may be checked out from the Landlord. A fee of \$50.00 will be charged for lost keys or access cards.

**EXHIBIT A**  
**Contractor Insurance Requirements**

Before proceeding with any Work, Contractor shall, at Contractor's expense, procure the insurance coverage herein described. All such policies (with the exception of worker's compensation and employers' liability) shall name **200 South Wacker IL LLC, John Hancock Life Insurance Company (U.S.A.) a wholly owned subsidiary of Manulife Financial Corporation and John Hancock Life & Health Insurance (U.S.A.) a wholly owned subsidiary of Manulife Financial Corporation** as Certificate Holder. In addition, all such policies (with the exception of worker's compensation and employers' liability) shall name the following additional insureds using **ISO Additional Insured Endorsement CG 2037 or CG 2026**:

- 200 South Wacker IL LLC
- John Hancock Life Insurance Company (U.S.A.) and John Hancock Life & Health Insurance Company (U.S.A.)
- The Manufacturer's Life Insurance Company (U.S.A.)

Contractor shall furnish, or cause to be furnished, original certified copies of certificates or (at Owner's option) policies of insurance coverage described herein, and shall furnish such evidence of all renewals to Owner, as Owner shall reasonably require, at least thirty (30) days prior to the expiration thereof. If certificates of insurance are provided, each must contain a copy of the **Additional Insured Endorsement CG 2037 or CG 2026** as required herein. Policies or certificates which deviate from this form or which, in John Hancock Life Insurance Company's opinion, are incomplete will be returned for resubmission by Contractor. Contractor shall keep said insurance in full force and effect until acceptance of the Work by Manulife Investment Management.

<u>COVERAGE</u>	<u>LIMITS</u>
a. Worker's Compensation	Statutory Limits
b. Employers Liability	\$1,000,000 per occurrence
c. Comprehensive General Liability including but not limited to: <ul style="list-style-type: none"> <li>• Premises, operations and elevators</li> <li>• Contractor's protective</li> <li>• Broad form property damage</li> <li>• Personal injury</li> <li>• Blanket contractual</li> <li>• Blanket fire and explosion legal liability</li> <li>• Liquor liability exclusion deleted</li> <li>• Explosion and collapse included</li> <li>• Products liability</li> <li>• Completed operations coverage extended to 5 years after completion and acceptance</li> </ul>	\$5,000,000 combined single limit bodily injury and property damage per occurrence.
d. Automobile Liability	\$1,000,000 combined single limit bodily injury and property damage per occurrence
e. Excess Umbrella Liability	\$5,000,000 per occurrence
f. Builder's Risk	To the full insurable value of Work
g. Fire and extended coverage including theft of equipment, tools and materials owned or rented by Contractor.	Amount sufficient to fully protect against loss

If Contractor subcontracts any of the Work, Contractor shall require each subcontractor to have the insurance coverage required by this Section, except Excess Umbrella Liability shall be no less than \$1,000,000.00. Contractor shall furnish John Hancock Life Insurance Company evidence thereof before each subcontractor commences any of the Work.

## EXHIBIT B

### Required Building Subcontractors 200 South Wacker Drive, Chicago, IL

1. **HVAC Controls Subcontractor:** Siemens
2. **Fire Alarm Subcontractor:** First Security
3. **Water and Air Balance Subcontractor:** International Test and Balance (ITB)
4. **Access Control Subcontractor:** Apex3 Systems
5. **Hardware Subcontractor:** Wacker Hardware

**ATTACHMENT A**  
**200 South Wacker Drive**  
**Hazardous Substances Certificate**

The undersigned Contractor hereby certifies to Landlord that no asbestos containing materials, PCBs or other substances regulated as hazardous substances as of the date of this certification are present in any materials used by the undersigned as a part of performing any of its Work at 200 South Wacker Drive, Chicago, Illinois.

**CONTRACTOR:** \_\_\_\_\_

**Contractor Representative:** \_\_\_\_\_

**Its:** \_\_\_\_\_

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

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

**ATTACHMENT B**  
**200 South Wacker Drive**

**Material Fabrication Information and Material Safety Data Sheets Certificate**

The undersigned hereby agrees to deliver to Landlord, Material Fabrication and Material Safety Data Sheets for all materials to be used in constructing Improvements prior to commencing with Construction at 200 South Wacker Drive, Chicago, IL.

**CONTRACTOR:** \_\_\_\_\_

**Contractor Representative:** \_\_\_\_\_

**Its:** \_\_\_\_\_

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

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