

Architectural Modification Application

Opal Towers Condominium Association, Inc.



Opal Towers Condominium
AKAM ON-SITE, INC. | 1149 HILLSBORO MILE HILLSBORO BEACH, FL 33062

Architectural Approval Checklist

MODIFICATION OF UNIT # _____ DATE: _____

- 1) _____ Contractor's Insurance & Qualified Business License
- 2) _____ 'Request to Modify' Form
- 3) _____ Contractors Registration
- 4) _____ Construction/Construction Rules & Regulations
- 5) _____ Notice to Owner and Acknowledgement of Structural Slab System
- 6) _____ Indemnification and Hold Harmless Agreement
- 7) _____ Copy of Town Permit Application
- 8) _____ Copy of Town Permit
- 9) _____ Soundproof Inspection by Management
- 10) _____ Elevator Padding Days
- 11) _____ Removal of Debris and Finalization of Project Estimation Date
- 12) _____ Deposit collected

PLEASE SUBMIT ALL DOCUMENTS TO:

Opal Towers Management Office	Danielle Smith Alex Lane	Opaltowerscondo@gmail.com
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LICENSES AND INSURANCE:

- Copy of the Contractor/Qualified Business License.
- County Business Tax Receipt and Occupational License, if no state license.
- Copy of Business Certificate of Competency (COC) (if applicable)

INSURANCE:

Any contractor working on the property is required to present a Certificate of Insurance (COI) which lists Opal Towers Condominium Association, and the unit where you will work at, as “Additional Insured” as well as “Certificate Holder”. **This rule applies to all subcontractors also.**

General Liability insurance (minimum \$1,000,000).

- Workers Compensation insurance (minimum \$1,000,000 for General Contractor).
- Workers Compensation insurance (minimum \$100,000 for subcontractors).
- Automobile Liability insurance (\$100,000/\$300,00/\$100,000 per vehicle).

REQUIRED DOCUMENTS:

- Completed Architectural Application to include all signed forms by Owner and Contractor
- Full sets of plans and/or drawings of the existing floor plan and elevations with and specifications from contractor. (hard copy and PDF file format)
- Full sets of plans and/or drawings of the proposal for the improvement or change and specifications from contractor. (hard copy and PDF file format)
- Impact Glass applications must include: window and door schedule, floor plan and elevations identifying the opening listed in the schedule, picture of existing opening and drawing depicting new openings
- Copy of Contractors License
- Copy of Contractors Insurance
- Contractors Registration Form & Employee Roster
- Impact Glass applications must include; window and door schedule, floor plan and elevations identifying the opening listed in the schedule, picture of existing opening and drawing depicting new one
- Construction/Contractors Rules & Regulations
- Copy of Purchase Order of soundproof, if installing new flooring.

Notification of Interior Modification

Owner's Name: _____ Date of Request: _____

Address: _____ Unit #: _____

Mailing Address (if different from above):

Phone number: _____ Email address: _____

Select the work that applies:

- | | |
|---|--|
| <input type="radio"/> New Flooring | <input type="radio"/> Painting |
| <input type="radio"/> Plumbing | <input type="radio"/> Cabinetry |
| <input type="radio"/> Electrical | <input type="radio"/> AC repair/replacement |
| <input type="radio"/> Windows/Sliding Doors (Replacement,
Installation or removal) | <input type="radio"/> Appliance Installation/Replacement |
| <input type="radio"/> Other | |

Please describe all work:

Applicants Signature: _____ Date: _____

Acknowledgement of receipt by Condominium

[] Conditional [] Approved [] Denied [] Incomplete

By: _____

Signature: _____

Title: _____

Date: _____

Contractor Registration Form

Company Name: _____

Company Address: _____

Contractor Name: _____

Contractor License #: _____ Town Permit #: _____

Email: _____ Telephone #: _____

Start Date: _____

Noise Date(s) (list description below): _____ Finalization Date: _____

Noise Remodeling Dates (describe work and hours):

CONTRACTORS VEHICLES

Year: _____ Make: _____ Tag No: _____

State: _____ Registered To: _____

Year: _____ Make: _____ Tag No: _____

State: _____ Registered To: _____

Additional Info:

Construction and Contractor Guidelines

1. All contractors must be properly licensed and must secure insurance in amounts satisfactory to the Association, including automobile, general liability and workers compensation. Prior to commencing work, all contractors must demonstrate compliance with the foregoing by delivering proof of same to the Association and shall name the Association as an additional insured. The Association reserves the right to reject any contractor from working on the Condominium Property.
2. In connection with any request to make an addition, alteration or improvement, a Unit Owner shall submit a full and detailed set of plans and specifications to the Association. The details of the plans and specifications must be commensurate with the extent or nature of the work to be performed.
3. The Unit Owner must obtain all necessary permits and submit a copy to the Association once received by the Town.
4. All construction must be completed in conformance with the plans and specifications submitted and the approvals granted. A Unit Owner will not be permitted to alter the approved plans and specifications in any manner without obtaining an updated approval from Opal Towers Condominium Association.
5. The Unit Owner shall give a copy of these guidelines to all contractors performing work for the Unit Owner. The Construction Guidelines are required to be signed by the contractors performing any work in the unit. The signed copy must be provided to the management office prior to the commencement of any work.
6. Work may occur during the hours of 9:00 A.M. – 4:30 P.M. Monday through Friday. All contractors shall cease work and clean up by 4:10 P.M. each day so that the contractors leave the property no later than 4:30 P.M.
7. No work may be performed on Saturday or Sunday or holidays, including, but not limited to, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas, New Year's Day. Additional days may be included at the discretion of the Board of Directors and Management.
8. Failure to comply with these guidelines will result in penalties and the potential to close the 'job site' down and immediate revocation of approval. First failure to comply will result in a verbal warning. Second failure to comply will result in a shutdown and removal from the Association property for a period 24 hours. The third failure to comply will result in permanent removal from the property.
9. Contractors may only park in the spaces designated for vendors. Security will instruct contractors which space they are to park in.
10. All construction material and debris must be removed from the premises daily at the owner's expense; and the dumpsters and other trash receptacles may not remain overnight. Construction material may not be stored in or on any Condominium land, this includes the unit's balcony. No materials may be disposed of in Opal Towers' dumpsters.
11. Hard surface flooring may not be installed without an approved sound control system with a minimum s.t.c. rating of 70. when required.
12. Any work which alters the units' surrounding/border walls, requires installation of fire-retardant sound proofing, which must be approved by the Management Office.

13. Both the Unit Owner and the contractor will be responsible for any damage caused to the common elements, another unit, or otherwise.
14. If extenuating circumstances exist, or if any special circumstance arises, please contact the property manager in advance so that the Association may review and deal with those situations on a case by case basis.
15. If it is determined by Management that certain circumstances may require a qualified engineer written opinion in order to satisfy questions or issues or to oversee aspects of construction, the Association may contract an engineer for this or other unforeseen purposes at the sole expense of the unit owner.
16. The Association reserves the right to inspect the unit at any time during construction, including portions of the proposed work and any effect of the work on the common elements, including, for example, drywall, water proofing, soundproofing, etc. pursuant to the Condominium documents and Florida Statute Chapter 718. The Association is not required to provide notice prior to such inspection. In the event that the Association believes that the work is not in accordance with the approved plans, the Association may issue a written Cease and Desist, and all work shall immediately stop until a determination of conformity or an altered approval can be obtained.
17. A Common Elements Security Deposit must be delivered to Management prior to commencing any work in the unit. The Security Deposit will be \$1,000.00 and paid in the form of a money order or cashier's check. This deposit will be held by the Association until the full completion of approved work and a final walk through is performed.
18. Hallway carpet will be protected from elevator to the unit door. Carpets and hallways will be inspected prior to, during and at the conclusion of the work. Photos may be taken if needed to document the beginning condition of carpets and hallways.
19. All Construction activity must always be contained inside the unit.
20. Contractors must never use any of Opal's luggage or grocery carts.
21. If the Association deems necessary, this document can be amended at any time.
22. All rules where applicable apply to moving trucks and delivery trucks.
23. If the windows or sliding doors are being replaced, before beginning the work, the ground level area directly below the unit must be coned-off and highlighted with caution tape or similar materials to ensure that no one can walk below the work area. This area must be cleaned thoroughly at the end of each workday.
24. Before doing renovations, owners should alert contractors to the presence of fiber cables. Fiber cables are made of glass, but are exceptionally reliable, sturdy, and almost invisible. Any breakage is usually due to renovation contractors not aware of the fiber. Staff are available to point out their location prior to the start of any work. Should owners or their contractors break the fiber the repair of fiber breaks costs approx. \$600 and will be the responsibility of the owner to repair.

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AGREED AND ACCEPTED BY:

Please print name (OWNER)

Unit # _____

Signature (OWNER)

Date: _____

Please print name (CONTRACTOR)

Unit # _____

Signature of Purchaser (CONTRACTOR)

Date: _____

Notice to Owner and Acknowledgement of
Structural Slab System

The undersigned, being the owner(s) of _____, unit# _____, Hillsboro Beach, Florida 33062 is/are hereby advised and acknowledge that the structural slab system, as constructed in the Condominium building, consists of a mono-strand post tension cable system. If cables are cut or damaged in any way, including without limitation from the installation or ceiling fans or build-in light fixtures, it could impair the structural integrity of the building.

The undersigned is/are hereby advised and acknowledge that any penetration of the concrete ceilings or floors may cause substantial damage to the building structure. The undersigned therefore assumes all risks of damage and injury cause by damage to the structural system arising out of the undersigned's penetration of the surface.

Acknowledged and Accepted

This _____ day of _____ 20__.

By: _____

Signature & Print

Witness: _____

Signature & Print

Additions, Alterations, or Improvements

BY UNIT OWNERS, CONSENT OF MANAGEMENT

Applicant acknowledges that no Unit Owner shall make any additions, alterations, or improvements in or to the Common elements, or his Unit, without the prior written consent from the Management Office, as applicable. Management shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements within fourteen (14) days after such request and all information requested, and the proposed additions, alterations, and improvements by the Unit Owners shall be in compliance with all laws, rules, ordinances and regulations of all governmental authorities, where applicable have jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, Lien protection or otherwise. Once approved by the Association, such approval may not be revoked. A Unit Owner making such additions, alterations or improvements agrees, and shall be deemed to have agreed, to hold the Association harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising, therefore. The owner shall be solely responsible for the maintenance, repair, and insurance thereof from and after that date of installation or construction, as may be required by the Association. Prior to the work being performed, a copy of all permits must be delivered to Condominium Operations.

Date: _____

Association: _____ Condominium Association Inc.

Unit #: _____

Please Print Name

Signature of Applicant

Please Print Name

Signature of Applicant

**OPAL TOWERS CONDOMINIUM ASSOCIATION, INC. CONTRACTORS RELEASE
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

This release, indemnification and hold harmless agreement (release) is executed this ____ day of _____, 20__ by the undersigned owner(s) of the unit ____ located at Opal Towers Condominium Association, Inc. Hillsboro Beach, FL. 33062

Whereas, the Association will permit the undersigned to engage contractors and vendors including all those working by, through, or under them, the (personnel) to perform work within the undersigned's unit subject to the terms and conditions set forth hereinafter. The contractor must submit a current certificate of general liability insurance with limits at a least \$1,000,000.00 and name Opal Towers Condominium Association as the additional insured and certificate holder; a current certificate of Workers Compensation Insurance (WC Exemption is not acceptable) and a copy of applicable licenses and required permits.

In consideration for being permitted the benefit of allowing the personnel to perform work within the undersigned unit and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned specifically agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The undersigned acknowledges that the work performed by such personnel within their units shall be at the undersigned's sole risk and the Association shall not have any responsibilities or liability for the work performed.
3. The undersigned acknowledges and agrees that in the work performed by such contractors or vendors within their unit shall be at the undersigned's own risk and the Association shall not have any responsibilities or liability for the work performed by such contractor or vendor and further acknowledge that the Association has made not representations regarding the contractor's or vendor's ability or qualifications to perform the work.
4. The undersigned jointly and severally if more than one, hereby release, indemnify and hold harmless the Association, its directors, officers, agents and employees, lessees, guests and invitees and all members of the Association from against all claims, damages, losses and expenses including attorney's fees at both the trial and appellate level, arising out of or resulting from the contractors or vendor's entry to the undersigned's unit and the work performed by, through or under them. This indemnification shall extend to all claims and damages, including consequential damages, losses and expenses attributable to bodily injury or death, theft or injury to and destruction of real or personal property including loss of use resulting thereby arising out of or resulting from the work performed by the contractor or vendor entry into the undersigned unit.

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5. We have read the release and understand and agree to all its terms. We execute it voluntarily and with full knowledge of its significance.
6. Contractors will be responsible to clean up all debris, excess material, and trash removed from the premises must be removed by 4:00 pm every Friday, completion of project or day before a holiday (whichever comes first) at the owner's expense.
7. The condominium reserves the right to inspect work areas to insure proper clean up.
8. Absolutely no smoking in common areas of buildings.

In witness whereof, the undersigned have executed the release the day and year set forth above.

Witness: _____ Date: _____

Owner(s): _____ Date: _____

Contractor: _____ Date: _____

The forgoing instrument was acknowledged before me this _____ day of _____, 20____ by

_____ and _____ He/she/they (who is personally known to me) or has/have produced _____ as identification and did/ did not take an oath.

Notary

My Commission Expires:

FAILURE TO COMPLY WITH ANY OF THE FOREGOING MAY RESULT IN DENIED OR REVOKED ACCESS TO OPAL TOWERS CONDOMINIUM ASSOCIATION, INC.