



## **CLUB BRITTANY AT PARK SHORE, INC.**

### **GENERAL TERMS & CONDITIONS FOR WORK ON BRITTANY PROPERTY BY CONTRACTORS & SUBCONTRACTORS**

1. The Unit Owner and Contractor must both sign and agree to the Contractor General Terms and Conditions before work commences.
2. All work shall be performed in a first class manner and in strict accordance with any guidelines established below by the Club Brittany at Park Shore, Inc., and all applicable technical requirements of the manufacturer of the product to be installed or of the service to be provided.
3. The Contractor shall obtain all necessary work permits and licenses and shall submit to the Building Manager a copy of each permit and license valid in the City of Naples prior to commencement of any work on the Brittany premises. The owner shall be responsible to monitor that all permits that are required for construction to be obtained by the contractors with a copy of the permits posted in their unit.
4. Architectural drawings of changes to walls, plumbing and electrical must be given to the Brittany office for placement in the unit file.
5. No site work may begin until the Contractor (and Subcontractors) submit evidence of carrying Public Liability Insurance, including completed operations, in an amount not less than \$1,000,000, Workers' Compensation Insurance in an amount not less than \$100,000/\$500,000, and Automobile Liability Insurance (including non-owned vehicles) in an amount not less than \$500,000. Notwithstanding the minimum amounts stated above, no insurance coverage shall be less than the minimum required by law.
6. Each required insurance policy shall name Club Brittany at Park Shore, Inc. as an additional insured for the duration of the work to be performed, and indicate the owner and unit for whom work will be performed.
7. The Contractor shall ensure that its employees and Subcontractors are familiar with the existing building structure, equipment and safety systems.
8. The Club Brittany at Park Shore, Inc. Building Manager may prescribe reasonable conditions with respect to work schedules, type of equipment to be utilized, and protection of the Brittany property including but not limited to the following:
  - a. The length/duration of the project must be approved by the Building Manager.
  - b. No unit remodeling with the EXCEPTION of approval by the manager will be allowed during the week of Thanksgiving, December 20th thru January 10th or the week before or after Easter. However any emergency repairs for appliances, AC units, or plumbing issues of the unit will be permitted for repair after the Manager's office has been advised. General deliveries of miscellaneous furniture to the unit will be permitted also.
  - c. Work hours are limited to 8:00 am to 4:00 pm, Monday through Friday; no holidays or weekends. In case of emergency, the manager may make an exception to this rule. Twenty-four (24) hour notice is required for construction noise (48 hour notice would be appreciated). Workmen are not permitted to use saws, drills, hammers or other noisy tools before 9:00 am. All workmen must be out of the building no later than 4:00 pm.
  - d. No loud radios.

- e. All trades must sign in and out with Security. Contractors will meet with management/maintenance prior to starting any work to review contractor rules.
- f. No trucks, vans, contractor or service personnel vehicles are permitted on the premises. All trades must park in the south parking lot, making sure not to park in Gulfside Condominium's parking lot. You may be allowed 15 minutes to unload materials and supplies on-site, but the vehicle must then be promptly moved to the south parking lot.
- g. So that elevators may be properly padded, notify Brittany Security in advance when transporting materials, supplies, equipment or furnishings that may damage the elevator walls or floors. Contractors will be held responsible and liable for damage to the elevators if used without proper padding.
- h. Contractors/Subcontractors are to supply their own carts or dollies. Use of Club Brittany grocery or valet carts is prohibited.
- i. Common areas to and from the unit are to be left in the same clean condition as found on a daily basis. The Brittany staff is not here to clean up after Contractors or Subcontractors.
- j. Regarding hard floor replacement contractor noise reduction:
  - i. When removing hard floors, in order to minimize noise, a flooring removal machine such as Innovatech Terminator 20000EI or equivalent must be used if space permits.
  - ii. When installing hard floors, noisy cutting must be cut outside at ground level, in an area designated by the Building Manager.
- k. All Unit Owners / Contractors are required to employ the following underlayment in all areas of the apartment where ceramic tile, marble, wood flooring, parquet or any other hard surfaces are used:
  - i. The first underlayment or insulation alternative would be a layer of 1/4" corkboard adhered to the slab with the hard surface material being laid on the cork, or
  - ii. The second underlayment possible would be a layer of "Laticrete," a semi-liquid applied product, or
  - iii. "SAMS"-type underlayment is also permitted.
- l. Prior to cutting into any wall, contact the Brittany Manager for approval.
- m. ABSOLUTELY no drilling in slabs or ceilings without first consulting the Brittany Manager.
- n. Grout, paint, wall mud, etc. is not to be poured down any drains.
- o. Debris is to be hauled away daily. Trash chutes are not to be used by contractors.
- p. Contractors must provide their own dumpsters (if needed) and must adhere to Commons "A" Dumpster Rules:
  - i. Dumpster is to be placed in the southwest corner of the small car parking area situated at the southeast area of Commons "A".
  - ii. Dumpster is to be in a color compatible with its surroundings.

- iii. Wood is to be placed between the dumpster rollers and blacktop surface.
- iv. Dumpster will be covered to keep debris from blowing.
- v. Dumpster is to be removed from Commons "A" property by 5:00 pm every Friday. No dumpster is to be on property Saturday or Sunday.
- vi. Dumpster is to be removed from Commons "A" when strong winds are forecasted (hurricanes, tropical storms, etc.).
- vii. Dumpster is to be removed immediately after work is complete.
- viii. The building that has a dumpster must inspect the area at the end of the day to ensure that the area is clean, that the dumpster is being covered, and that rules are being followed.
- ix. The building that has a dumpster will provide to the management company the name and phone number of the contractor and dumpster company.
- x. All dumpster related problems will be reported to the management company.
- xi. The building that has a dumpster will have the contractor and dumpster company sign for receipt of a copy of these rules and monitor their compliance with them.

**NON-COMPLIANCE BY CONTRACTORS / SUBCONTRACTORS  
MAY RESULT IN BEING BARRED FROM THE BUILDING**

**CONTACT THE BRITTANY MANAGER, CHANCE FARLEY, WITH ANY QUESTIONS**

The Contractor (and Subcontractors) shall indemnify and hold harmless Club Brittany at Park Shore, Inc. from all claims, actions and expenses, including attorney's fees, resulting from Contractor's negligence or willful misconduct.

The Contractor shall be responsible for any damage to the common elements of Club Brittany at Park Shore, Inc. and to the property of others resulting from the actions of its employees and subcontractors.

Brittany Unit # \_\_\_\_\_

\_\_\_\_\_  
Contractor Company Name

\_\_\_\_\_  
Printed Name of Unit Owner

\_\_\_\_\_  
Printed Name of Contractor Representative

\_\_\_\_\_  
Unit Owner Signature

\_\_\_\_\_  
Contractor Representative Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Office Phone / Mobile Phone

Email Address: \_\_\_\_\_