



CLUB BRITTANY AT PARK SHORE, INC.

4021 GULF SHORE BOULEVARD N, NAPLES FL 34103
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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. The Building Manager or the Board may impose additional requirements for work done by contractors for the Association.
2. Unit owners must use licensed contractors for any work for which the City of Naples, Collier County or any other governmental agency requires a license, e.g., HVAC electrical, plumbing or remodeling. All work shall be performed in a first-class manner and in strict accordance with any guidelines established below by 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 have been obtained by the contractors with a copy of the permits posted in their unit.
4. Architectural drawings of changes to walls, plumbing and electrical, as submitted to the City of Naples, and upon which all permits that are required for any portion of the work are based, must be given to the Brittany office prior to commencement of the work and, upon completion of the work, as-built architectural drawings of changes to walls, plumbing and electrical, must also be given to the Brittany office, each for placement in the unit's file.
5. Any contractor working in the Brittany, but not including those who are neither bringing construction equipment onto the premises nor removing construction debris, must, before being permitted to commence work, pay a non-refundable fee of 3% of the contract price, up to a maximum of \$2,500, to compensate Club Brittany for damages to the common elements (e.g., the elevators) that cannot be specifically attributed to the actions of any single contractor or contractor employee.
6. No site work for which a work permit or license is required may begin until the contractor (and any subcontractors) submit evidence of carrying Public Liability Insurance, including completed operations, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Workers' Compensation Insurance in an amount not less than the applicable statutory minimum (currently \$100,000/500,000), and Automobile Liability Insurance (including non-owned vehicles) in an amount not less than \$1,000,000. Notwithstanding the minimum amounts stated above, no insurance coverage shall be less than the minimum required by law.
7. Each required liability 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.
8. The contractor shall ensure that its employees and subcontractors are familiar with the existing building structure, equipment and safety systems.
 - a. The contractor, prior to commencement of the work, shall procure and place a solid and non-pervious surface on top of the carpet in the elevator lobby, extending from the furthest portion of the furthest elevator to the entrance door of the unit, and, if the rear hall will be used by the contractor as either an entrance or exit to the unit for the work, upon the carpet in such elevator lobby from such elevator to the entrance door connecting the elevator lobby to the rear hall of the unit and continuing to the rear entrance door to the unit,

but not covering the threshold under such connecting door, nor impeding the opening or closing of such connecting door. The contractor acknowledges that he, she or it has been notified by the Brittany that such connecting door is a fire door and that such threshold is a part of such fire door and may not be removed or altered in any manner. The contractor also acknowledges that the purpose of such solid impervious surface is to protect such carpet from dirt and damage and that the contractor agrees to use all reasonable means to keep such carpet clean and undamaged, including removing all dirt from such solid impervious surface nightly upon completing the day's work.

- b. The contractor, shall procure and daily, prior to commencement of work, install appropriate coverings over all smoke detectors in any portion of the unit where dust and, or, dirt from the work is likely to either be created or circulate and to nightly, upon completion of the day's work, remove from all such covered smoke detectors any installed cover. The contractor acknowledges that he, she or it has been notified by the Brittany that such smoke detector covers are intended and necessary to protect the proper functioning of such smoke detectors and that dust, and, or, dirt from the work entering a smoke detector may also cause a false alarm to occur
9. 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 or repair work involving excessive noise is allowed during the week of Thanksgiving, December 15th through April 15th, or the week before and after Easter. Excessive noise includes, but is not limited to, drilling, hammering, or floor or wall removal or installation, but would typically not include painting, marble refinishing, carpet installation or similar work that does not require that the elevators be padded. The Building Manager is charged with administering this Rule and is authorized to interpret it as well as the rules applicable to contractors and subcontractors.
 - 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 Building 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. Identification Requirements:
 - i. All contractors and individual workers, including home cleaners, must sign in and out at the Front Desk and must present a state-issued driver's license or identification card, which will be recorded. In the event that the contractor or worker does not have such state-issued identification, she or he will be required to present one of the following documents, which will be recorded instead:
 - Passport or Green Card;
 - Florida voter registration card;
 - Current homeowner or automobile insurance bill;
 - Recent phone or utility bill; or
 - Selective service card

Each contractor or worker shall also leave his or her ID or car keys with the Front Desk Attendant, which will be returned when they sign out.

- ii. All contractors, including home cleaners, must supply at least one worker or representative who can communicate in English each day the contractor has anyone working on the premises.
 - iii. All contractors, including home cleaners, must meet with the Building Manager or his designee prior to starting any work.
 - iv. Owners and residents must identify all contractors and workers (including home cleaners) who are authorized to enter their units in their absence via a Unit Entry Authorization form and must notify the Front Desk of any other contractors and workers (including home cleaners) they have engaged to work on the premises. If the owner or resident fails to do so and cannot be reached promptly to verify that the contractor or worker has been hired, the contractor or worker will not be permitted to remain on the premises.
- 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 Front Desk Attendant 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 measures are required:
 - 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 performed outside at ground level, in an area designated by the Building Manager.
 - k. All Unit Owners and their 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 Building Manager for approval.
 - m. ABSOLUTELY no drilling in slabs or ceilings without first consulting the Building 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 Manager of Commons "A" the name and phone number of the contractor and dumpster company.
- x. All dumpster related problems will be reported to the Manager of Commons "A".
- 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 ASSOCIATION MANAGER WITH ANY QUESTIONS

The contractor (and subcontractors) hereby 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

DATE

Contractor Representative Signature

DATE

Office Phone / Mobile Phone

Email Address: _____