

# **APPLICATION FOR ARCHITECTURAL MODIFICATION AND FLOORING:**

| Unit #:   |  | Unit Owner's     | s Name:   |       | Date:  |
|---|--|------------------|---|-------|--|
| Work b  | eing pe  | rformed:         |   |       |  |
|   |  |                  |   |       |  |
|   |  | Date:            |   |       |  |
| Compa   | ny's Nar   | me:              |   |       |  |
| Contac  | t Persor   | 1:               |   |       | Contact Phone #:   |
| <u>IMPORT.</u>  |  |                  |   |       | delays in the application process**<br>THE REVISION OF YOUR APPLICATION.   |
|   | EC Con<br>Acknow<br>Unit Ad<br>Applica<br>installa<br>Access<br>Release<br>Harmle<br>Notice<br>IIC/STC<br>Contra<br>Disclain<br>form | ctor Rules & Reg | oor Surface<br>dicable)<br>n<br>n & Hold<br>of standards of<br>ulations<br>ion Construction | 0 0 0 | \$2,500.00 refundable deposit (to be provided by the unit owner) List of SUB-CONTRACTORS (if any) Scope of Work on company letter head & Soundproofing Specifications Copy of City Permit when received and copy of Final Permit when completed Construction schedule (we use this to notify neighboring units of the work taking place)  O Provide specific time frames from start to finish of project O Work schedule including date and completion of demolition |
| License & Insurance requirements: Copy of Contractor License Certificate of Liability Insurance naming MURANO GRANDE as ADDITIONAL INSURED  \$1,000,000.00 General Liability coverage minimum If there are any sub-contractors, they too will need to provide a certificate naming Murano Grande as ADDITIONAL INSURED  Coverage must be valid during the entire time of the job  Permit #: Expiration Type of Permit Notes |  |                  | num eed to provide a certificate naming re time of the job                                  |       |  |
|   |  |                  |   |       |  |
|   |  |                  |   |       |  |

**Additional Comments:** Please note: If you are replacing a unit's front door, it needs to be done so with a 20 minute fire rating as required by the City of Miami Beach and Condo Docs. Thank you.

All unit interior projects are required to be reviewed by an independent 3<sup>rd</sup> party engineering firm representing the Association.

The Authority Having Jurisdiction (AHU) requires a project approval letter for an unit interior project to begin review of the project permitting information. The Association BOD is therefore taking action (of approval or disapproval) based on a 3rd party independent expert review. Although in permitting the drawings and project information are reviewed, the AHU is reviewing for the general safety interests at large and their review is not taking into account the association owned infrastructure and guidelines.

The review services consist of an independent design professional review of the intended construction drawings of the project to be performed within your building. Modifications performed within units can greatly affect the building as a whole.

Benefits for the Association - these are items not likely provided by the AHU review:

- The drawing review is performed by independent design professional(s) and may be more indepth
- The review is looking out for the best intentions of the Condominium Association and ensuring that there are no changes proposed that will negatively affect association owned infrastructure.
- Changes/modifications of association owned walls, and structural components such as slabs, beams columns.
- Changes/modifications of association owned HVAC and electrical infrastructures such as electric supply and metering systems, plumbing piping/venting, AC system components.
- Installation of systems within the unit that could lead to issues for the building such as steam generators, excessive lighting, or any other equipment that could cause excessive loads and therefore over-burden any system with more than the typical building system can furnish.
- We have previously noted at buildings:
- Penetrations to slabs/walls not specifically noted in the drawings but required due to layouts.
- Modification of plumbing supply piping/vent stacks that are association owned infrastructure and may not be modified. These were not specifically noted in the drawings.
- Modification of electrical supply branch circuits/meters/load centers that are association owned infrastructure and may not be modified. *These were not specifically noted in the drawings*.
- In previous reviews we have uncovered substantial modifications to building elements despite the drawings having been approved by AHU permitting.
- For the unit owner there are some benefits as well such as:
- An independent engineer drawing review by a licensed design professional(s) that can serve to ensure project success and constructability.

Items we have noted previously for unit owners have been related to:

- Wall construction recommendations for suitable stiffness properties & anchorage comments.
- Special system compatibility/incompatibility recommendations for the unit owner.
- Improvements on the design prepared.

The fees for services are dependent on the amount of review required. A complex project such as a complete unit renovation with all trades being affected will require 8 hours (\$1,320) and a more simple review such as minor modification or flooring replacement with less information to review will be 4 hours (\$660).

The drawing review memorandums take 10 business days to complete as there are typically several design professionals involved in the review before the memorandum is produced.

A written memorandum is provided with the comments/changes that should be implemented into the drawings. If all the comments are addressed exactly as noted in the memo and there are no additional design changes to the drawings then there will be no further fee for the re-review.



I/we understand and acknowledge that this review is required by the Murano Grande at Portofino Condominium Association and that the fee (as structured above) is to be paid, via a check payable to EC Consulting Partnership, prior to the submittal of the application and supplemental drawings for review.

| Unit Owner | Signature | <br>Date |
|------------|-----------|----------|
|            |           | _        |
| Contractor | Signature | Date     |

# **UNIT ACCESS AUTHORIZATION FORM**

Murano Grande at Portofino Condominium Association, Inc.

| Date:  |  |  |  |  |
|--|--|--|--|--|
| Unit Owner:  | Unit #:  |  |  |  |
| THIS IS TO AUTHORIZE AND REQUEST you to Murano Grande at Portofino Condominium to the giving this authorization and request, the und   | •  |  |  |  |
| a. Although the purpose(s) of the entry is stated below (for information only), you are not responsible to see to such purpose(s) being fulfilled nor for limiting access to the accomplishment of such purpose(s); b. You are not responsible in any manner for supervising, observing or controlling the conduct of the person(s) to whom access and/or the key was given, and c. The undersigned agrees to fully indemnify and hold harmless you and all of you officers, directors, members, employees and agents (including, without limitation, you Management and security companies and their officers, directors and employee(s named below, whether in the Unit, the Common Elements of the Condominium of otherwise (such agreement to include all attorneys fee and court costs regardless of whether suit is brought or any appeal is taken therefrom). |  |  |  |  |
| NAMES OF PERSON(S) AUTHORIZED TO HAVE A  | CCESS:   |  |  |  |
| NAME OF COMPANY (IF ANY):  |  |  |  |  |
| PURPOSE(S) OF ACCESS (FOR INFORMATION ON   | ILY):  |  |  |  |
| INTENDENED TERMINATION DATE OF AUTHORIZ  | ZATION:  |  |  |  |
|  | nent, in writing, of the termination of this this authorization is in full force and effect until rmination. |  |  |  |
| UNIT OWNER (S) Signature(s) on behalf of all ow  | vners of the Unit  |  |  |  |
| Print Name(s)  | Date   |  |  |  |
| Print Names(s)   | Date   |  |  |  |
| Please indicate one of the following:  |  |  |  |  |

# APPLICATION FOR HARD FLOOR SURFACE INSTALLATION FORM

Murano Grande at Portofino Condominium Association, Inc.

| Unit Owner's Name:     |                        |  |                   |  |  |
|------------------------|------------------------|--|-------------------|--|--|
| Telephone #:           |                        | Unit #:  |                   |  |  |
| Installer Name:        |                        | Install Date:  |                   |  |  |
| Installer Address:     |                        |  |                   |  |  |
| Installer Telephone #: |                        | Facsimile:   |                   |  |  |
| Areas where hard flo   | ors will be installed; | Square footage and hard f                                | loor description: |  |  |
| AREAS                  | SQUARE FOOTAGE         | TYPE OF HARD FLOOR                                       | SURFACE           |  |  |
| Foyer                  |                        |  |                   |  |  |
| Master Bedroom         |                        |  |                   |  |  |
| Second Bedroom         |                        |  |                   |  |  |
| Third Bedroom          |                        |  |                   |  |  |
| Baths                  |                        |  |                   |  |  |
| Kitchen                |                        |  |                   |  |  |
| Living Room            |                        |  |                   |  |  |
| Den                    |                        |  |                   |  |  |
| Great Room             |                        |  |                   |  |  |
| Other                  |                        |  |                   |  |  |
| Other                  |                        |  |                   |  |  |
| Proposed Soundproof    | f:                     |  |                   |  |  |
|                        |                        |  |                   |  |  |
|                        |                        |  |                   |  |  |
|                        |                        |  |                   |  |  |
| STC RATING:            |                        | IC RATING: <u>55</u>                                     | ound toating)     |  |  |
| · -                    |                        | th documented data on so<br>nit an affidavit at the comp |                   |  |  |
| to the fact that prope |                        | -  |                   |  |  |
| Owner Signature        |                        | <br>Date   |                   |  |  |

#### **ACCESS PROCEDURES**

#### For MURANO GRANDE During Opening Period

In an effort to make life more pleasant and orderly for the residents during the completion of construction and the initial move-in period, we ask the unit owners and their contractors to abide by the following rules.

The unit owner is responsible to give the contractor a key to the unit and a key fob for the elevator. MURANO GRANDE personnel cannot operate the elevators, nor open or lock units for contractors.

The MURANO GRANDE Condominium Association, Inc. (the "Association") shall also not be responsible for any doors to units left unlocked by anybody, or for damage or loss to any units or their contents.

To the extent that an Association employee does in fact open a unit for someone at the request of an owner, or someone contracted by an owner, this is only done to assist the owner and does in no way imply that the Association assumes any liability.

All unit owners are responsible for any damage to the Association property or infraction of the Association Rules and Regulations by anybody contracted by them. Safety of persons and property is a very high concern for all.

Service Contractors will be provided with a designated area by the loading dock at the South side of the property to load and unload only. No parking will be provided to Service Contractors in the Association's property.

**All contractors and their workers must use the receiving entrance only.** Upon due authorization, the contractors will be issued photo ID badges. The photo ID badges are one-time use. Any worker encountered in the building without a valid badge will be escorted off the property. Repeated violation of these procedures can lead to barring the offender permanently from entering the property.

Usage of trash chutes is strictly prohibited and any contractor found using the chute will be escorted off the premises and denied future access. The offending contractor will be denied future access to the building and the unit owner will be responsible for any damage.

| Print name – Owner/Contractor | Unit number |
|-------------------------------|-------------|
| Signature                     | <br>Date    |

## RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Murano Grande at Portofino Condominium Association, Inc.

| This Release, Indemnification and Hold Harmless Agreement ("Release") is executed this | s day o          |
|--|------------------|
| , 20 by the undersigned Owner(s) or Lessee(s) of Unit                                  | _ located in the |
| Murano Grande Condominium Association.   |                  |

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 insurance of general liability insurance with limits of at least \$1,000,000.00 and the MURANO GRANDE CONDOMINIUM ASSOCIATION, INC. as an "additional named insured", a current certificate of applicable Worker's Comp Insurance will be required and a copy of applicable licenses and required permits.

Now, Therefore, in consideration for being permitted the benefits of allowing the Personnel to perform work within the undersigned's Unit and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned specifically agrees to the following:

The above recitals are true and correct and are incorporated herein by reference. The undersigned acknowledge that the Work performed by such Personnel within their Unit shall be at the undersigned's sole risk and the Association shall not have any responsibilities or liability for the Work performed by such Personnel and further acknowledge and agree that the Association has made no representations regarding the Personnel's ability or qualifications to perform the Work.

The undersigned acknowledges and agrees that the Work performed by such contractor or vendor within their Unit shall be at the undersigned's sole risk and the Association shall not have the responsibilities or liability for the work performed by such contractor or vendor and further acknowledge that the Association has made no representations regarding the contractor or vendor's ability or qualifications to perform the Work.

The undersigned (jointly and severally of more than one) hereby release, indemnify and hold harmless the Association and its directors, officers, agents and employees, lessees, guests and invitees and all members of the Associations from and 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 contractor 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, death, and to damages, theft or injury to and destruction of real or personal property including loss of use resulting therefore arising out of or, resulting from the Work performed by the contractor or vendor and entry into the undersigned's Unit.

We have read this Release and understand and agree to all of its terms.

We execute it voluntarily and with full knowledge of its significance.

Witnesses Owners/Lessees

STATE OF FLORIDA
MIAMI-DADE COUNTY

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_\_ and \_\_\_\_\_\_.

He/She/They (who is/are personally known to me) (who has have produced \_\_\_\_\_\_ as identification) and (did) (did not) take an oath.

Notary Signature

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, The undersigned have executed this Release the day and year set forth above.

# NOTICE AND ACCEPTANCE OF STANDARDS FOR CONTROL OF SOUND TRANSMISSION AND IMPACT INSULATION (FLOOR COVERINGS)

Murano Grande at Portofino Condominium Association, Inc.

Pursuant to the Declaration of Condominium for the MURANO GRANDE CONDOMINIUM ASSOCIATION, INC., A Condominium ("Floor Coverings"), hard and/or heavy surface floor coverings, including, without limitation, tile and wood, cannot be installed in any part of a condominium unit, without the consent of the MURANO GRANDE CONDOMINIUM ASSOCIATION, INC. ("The Association").

The Association shall not approve the installation of any hard and or heavy surface floor coverings unless the aggregates sounds isolation and acoustical treatment carries at minimum Sound Transmission Classification (STC) of 55, and a minimum Impact Isolation Classification (IIC) of 55. The unit owner shall install the foregoing insulating materials in a manner that provides proper mechanical isolation of the floor coverings from any rigid part of the building structure whether of the concrete sub-floor (vertical transmission) or adjacent walls and fittings (horizontal transmission).

If any installation of hard and/or heavy surface floor covering shall be made in violation of these standards, the Association shall have the immediate right to prohibit any further installation of, if already installed, require that the floor coverings be removed at the unit-owner's expense and replaced with floor coverings and sound insulation which meets the above described standards. Compliance with such standards is mandatory under the Declaration of Condominium and shall be enforced for the benefit of all the unit-owners in the building. Compliance may be enforced by the Association in the Circuit Court in and for Miami-Dade County, Florida by an action seeking injunctive relief or specific performance. The undersigned acknowledges such rights and submits to the jurisdiction of the Miami-Dade Circuit Court for the enforcement of the standards described above. In the event that a judicial proceeding shall be necessary, the Association's costs to make the required corrections and the Association's reasonable attorney's fees (including trial and appellate fees) and court costs shall be charged against the unit-owner and such amount shall be secured by lien in favor of the Association against the condominium unit and shall be enforceable in accordance with the terms of the Declaration of Condominium.

A copy hereof shall be maintained in the Association's records and maybe used in any enforcement proceedings of the Declaration of Condominium. No proposed transfer of title or lease of the condominium unit shall be approved unless the intended transferee or lessee shall have signed a copy of this Notice acknowledging the receipt hereof and such transferee's or lessee's agreement to abide by and bound by the terms hereof.

The undersigned hereby acknowledges receipt of the foregoing notice and agree to abide by and be bound by the terms hereof.

| Unit #: | Owner's name:      |
|---------|--------------------|
| Date:   | Owner's Signature: |

#### **CONTRACTOR RULES AND REGULATIONS**

#### Welcome to the Murano Grande

We are pleased that you have been selected to work on unit #\_\_\_\_\_. It is our goal to help you and the resident with a smooth delivery of your services. It is very important that everybody doing work at Murano Grande complies with the following Rules and Regulations in order to make everyone's experience as pleasant as possible.

#### **HOURS OF OPERATION**

- 1. Contractor hours for all the building are 8:30 AM to 4:30 PM Monday through Friday. Latest time to be allowed in is 3:00 pm.
- 2. Demolition (jackhammering) can only take place on Tuesday, Wednesday, and Thursday between the hours of 10:00 am and 2:00 pm. Management must be notified at least 48 hours in advance to be able to notify the neighboring units.

#### **ELEVATORS**

- 3. The Association does not reserve elevators for contractor work and/or deliveries. Elevators are used in a "first come, first serve" basis.
- 4. Contractors must use the designated (padded) elevators only.

## **INSURANCE**

- 5. All contractors must be licensed and insured.
- 6. You must provide a certificate of insurance for each unit that you work on.

## TURNAROUND TIME FOR CONDOMINIUM APPROVAL AND QUESTIONS

- 7. Letters of Approval from the Condo Association will be issued after all paper work has been submitted, 3 business days for flooring work, and 5 business days for architectural modifications.
- 8. All questions regarding construction work must be addressed to the Management Office, 305.604.5212 or office@muranogrande.info.

#### **PERMITS**

- 9. Permits are required for flooring, plumbing, electrical work and demolition. For information on pulling a permit at the City of Miami Beach call: (305) 673-7610.
- 10. To pull a permit at the City of Miami Beach, it is required to present a Letter of Recordation and a copy of the Warranty Deed. The letter is provided by the unit owner's closing agent.

# **RECEIVING DOCK, ACCESS & PARKING PROCEDURES**

- 11. All contractors must register in the receiving area.
- 12. A contractor who is not listed on the unit access authorization form will be denied access.
- 13. Murano Grande Management <u>will not</u> open unit for contractors, unit owner must provide key and fob.
- 14. Contractors and workmen must follow parking procedures as directed by Murano Grande staff. Until further notice, the building cannot provide parking for contractors; they need to unload their materials in the receiving area and find parking in the street. We apologize for the inconvenience but this is the only way the building can finish and clean the garage area.
- 15. Crews must use the designated elevators only.

#### IMPORTANT INFORMATION ON SOUND AND WATER PROOFING

Balconies must have waterproofing. As for flooring inside the unit, the soundproofing rating required is STC/IIC 55/55.

Please be advised that we do not have a sound rated ceiling, drop ceiling, or ceiling assembly.

You must provide the specifications of the soundproofing and waterproofing (if applicable) you will be using reflecting this information.

## DEPOSIT, FINES, INSPECCTION, AND WORKING RULES

- 16. \$2,500.00 deposit This will cover for damages to common areas (elevators, trash chutes, hallways, etc.). *There are absolutely no exceptions*. Checks are the only payment method accepted. Checks should be made payable to: Murano Grande at Portofino Condominium Association, Inc. Once the inspection has been approved, a check request will be filed for the refund. Be aware that this process may take up to 30 working days. Refund of deposit will be based on compliance with Murano Grande at Portofino Rules and Regulations.
- 17. Wet saws for tile must be used in a tub inside the unit.
- 18. Absolutely no refuse, water, or debris is to be left in hallways, stairwell or any other common area of the building.
- 19. All work must be completed inside the unit: no work is to be done in hallways, stairwells or balconies. FINE: \$100.00 per day.
- 20. Absolutely no refuse or debris is to be left on balconies edge. FINE: Full \$2,500 Deposit.
- 21. Unit doors must remain closed at all times while completing work. Fire alarm goes off with excessive dust. FINE: \$250.00 per incident.

| l,             | , have read and agree to the above. |  |  |
|----------------|-------------------------------------|--|--|
| Signature      |                                     |  |  |
| Company        |                                     |  |  |
| Contact Person |                                     |  |  |
| Phone number   |                                     |  |  |
| Work performed |                                     |  |  |
| Unit worked on |                                     |  |  |
| Date           |                                     |  |  |

## DISCLAIMER ON POST TENSION CONSTRUCTION FORM

Murano Grande at Portofino Condominium Association, Inc.

In as much as the Condominium has been constructed with post tension cable absolutely no penetration shall be made to any floor, roof or ceiling slabs without the prior written consent of the Board of Directors and review of the as-built plans and specifications for the building to confirm the approximate location of the post tension cable. The association shall maintain the plans and specifications for the Building as part of its official records. Each Unit Owner, by accepting a deed or otherwise acquiring title to a Unit shall be deemed to: (I) have assumed the risks associated with post tension construction, and (II) agree that the penetration of any post tension cable or rod may threaten the structural integrity of the Building. Each Owner shall be deemed to have released Developer, Declarant, its partners, contractors, architects, engineers, and its and their officers, directors, shareholders, employees and agents from and against any and all liability that may result from penetration of any of the post tension cable or rods.

| Resident   | Unit     | Date |  |
|------------|----------|------|--|
|            |          |      |  |
| Contractor | <br>Date |      |  |

# **UNIT CONSTRUCTION INSPECTION FORM**

| l,, owner  | $^{\circ}$ of unit, authorize th | he Murano Grande at Portofino Condo   |
|--|----------------------------------|---------------------------------------|
| Association to enter my unit at any tiwork done coincides with the permits | •                                | •                                     |
| will be conducted randomly. All wo immediate suspension until proper do    | · ·                              | without proper permits will result in |
|  |                                  |                                       |
| Unit Owner(s)/ Lessees Name(s)   | Signature(s)                     | Date                                  |

There will be random inspections by the maintenance supervisor to ensure work is being conducted as indicated in application and agreeing with the Association's rules and regulations.