



Architectural Request for Modification

Owner Information:

Date Received:

Owner(s) Name: _____ Unit # _____

Home Number: _____ Cell Number: _____

Work Number: _____ Email: _____

I/We herby present this application to the Architectural Review Committee and the Board of Directors for your review and approval for the work described in this package.

Signature of Applicant: _____ Date: _____

Management Approval: _____ Date: _____

ARC Committee Approval: _____ Date: _____

Board of Directors Approval: _____ Date: _____

Type of work to be performed:

Please check the work to be performed:

*A/C unit/Mechanical _____ *Interior walls _____ *Electrical _____ *Flooring _____

*Plumbing _____ Paint _____ *Life Safety _____ Window Treatment _____

Other _____

REQUIRES CITY OF MIAMI PERMIT WITH APPROVED CITY STAMPS PRIOR TO COMMENCEMENT OF WORK

Contractor Information:

Recorded Contractor Company Name: _____

Principal Address: _____

Contact Name: _____

Contractor Telephone Number: _____ E-mail: _____

Estimated Duration of Project: (2 weeks, 1 month, etc.) _____

Maximum project duration approved is 6 months. If a project goes past 6 months, re-application to association will be required and all work will stop. Once application is approved for continuation, work will be allowed to commence. Management or other Condominium official must inspect the work and all permits must be closed by the City of Miami Inspector prior to the return of deposit. Refund process can take up to 30 Business days of request. All repair expenses for damages done to common area(s) will be deducted from the deposit. Be advised all applications may take up 30 days for approval/disapproval.

Contractor Signature: _____

License Information:

License Qualifier Name: _____

Occupational License Number: _____

FEI Number: _____

License Expiration date: _____

Insurance Information:

General Liability Ins. policy #: _____ Exp. Date: _____

Workman's Comp Ins policy#: _____ Exp. Date: _____

**Certificate of Liability and Workman's Compensation Insurance must be submitted to management along with this application- minimum coverage for each: \$1,000,000.00.* All subcontractors must also submit their Business License and certificate of Insurance following the same Insurance requirements below.*

Certificate Holder and Additional Insured must be listed as:

**900 Biscayne Bay Condominium Association, Inc.
990 Biscayne Blvd. #404
Miami, FL 33132**

**KW Property Management
8200 NW 33 Street Suite #300
Miami, FL 33122**

Certificate Holder must be listed as additional insured with subrogation of waiver

Contractor Rules, Regulations and Guidelines:

1. **Fees and Deposits:** A non refundable contractor's fee of \$100 - \$1,900.00 and a refundable security deposit of \$500 - \$3,000.00 are due depending on the scope of work being performed. ***Please see page 9 of this application for breakdown of fees. *** *Sprinkler shut down non-refundable fee of \$1000.00 per occurrence.*
2. **Deliveries:** Arrangements for deliveries must be made in advance. Deliveries will be scheduled with the Management office, a minimum of 48 hours in advance. Contractor will be responsible for verifying that clearances are adequate for all vehicles/equipment used for deliveries. Use of one of the 4 loading births is based on space available and scheduling and must be coordinated with move-in/out(s), building and retail deliveries. Drop PODS and containers will not be permitted in the loading dock. Contact the Management Office at 786.206.6781 to schedule all deliveries. All Contractors/Subcontractors and Employees must only use elevators # 3 and #7. Contractors found using any other elevators will be fined \$1,000.00 per occurrence. If your delivery is late you may have to re-schedule for the next available date.
3. Normal building work hours are 8:30am to 4:30 pm Monday thru Friday.
4. Work is not permitted outside of the prescribed hours or on Saturday or Sunday.
5. The building acknowledges and will be closed (no work allowed) on the following holidays: New Years Day Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day
6. The Owner reserves the right to amend the days that will be observed and work not permitted based on the needs of the building.
7. Contractor will provide to property management a list of ALL persons that will be employed and need access to the building for the performance of this work. This will include company and personnel names for second and third tier Subcontractors, Vendors, consultants, etc. This list will be provided a minimum of 5 business days before the start of any work by this person or person(s). The Owner and Property Management reserve the right to deny access to any and all persons deemed necessary.
8. ALL access by this contractor will be thru the prescribed loading dock area. Contractor and ALL contractor personnel will be required to provide photo ID and obtain a building badge before permission will be given to access the building. Any access to the building thru entrances other than the prescribed loading dock area is not permitted. Incidents of access thru areas not permitted will be grounds for dismissal of the person or person(s) obtaining access, dismissal of the *Contractor responsible for the person or person(s) obtaining access, and be fined at a rate of \$500 per occurrence. Un-badge and unidentified persons will be dismissed from the property and banned from future access to the building.*
9. **Finishes in the Common Areas:** Contractors are required to protect the common areas from the elevator to the unit entrance. (walls, doors, door frames, baseboard and carpet) Drop cloth/plastic should cover the floors and four (4) inches above the floor using blue painter tape. Unit door, unit entrance, frames and corridor corners should be protected with cardboard at least 36" above the floor. The material to protect the common areas must be removed before the end of work day.
10. **Elevator Access:** Elevator access will be provided to all contractors with a building issued badge during approved work hours in the service elevator. *Under no circumstances are contractors, sub-contractors and their employees are to have a FOB in their possession.*
11. **Appliances:** Flooring must be installed underneath the refrigerator and dishwasher. Check clearance for these appliances to make sure they can be re-installed properly after floor installation for maintenance, repair, removal and/or replacement. Refrigerator must be removed and reinstalled by New York Minute or Sub Zero. Any questions regarding the removal and reinstallation of appliances please contact: Refrigerator- New York Minute at 1.800.249.0290 or Sub Zero at 1.800.222.7820 and Dish washer-Miele 1.800.220.1744. Ensure that clothes washer drain line and refrigerator water line are properly reinstalled.
12. **Thresholds:** Unit entries/corridor transition shall be completed with a metal threshold. All thresholds must be metal and transition into the unit as per the Fair Housing Act. The threshold is recommended to follow a similar profile per attached drawings. Doors must be undercut to the same dimensions to the threshold as before modification.
13. **Loading of Raw materials:** All loading must be done on the same day. *No storage of material will be allowed in the loading area.*
14. **Plumbing Drains:** Sinks, showers, bathtubs and toilets may not be used for cleaning or disposal purposes. *A fine of \$1000.00 will be assessed for any violators.*

15. **Trash Chutes:** Contractor may not use the trash chute to dispose of ANYTHING. Do not leave any debris outside the unit, hallways, stairwells or emergency exits. Any articles found interfering with the egress of the building will be immediately removed. Contractors will be responsible to clean up all debris, excess material trash, and refuse at the end of each workday. All trash must be disposed in the Roll-Off Container by the GC or its personnel. Cardboard must be disposed of in the Recycling Compactor. Both Roll-Off and Recycling Compactor are located at the Loading Dock. The Condominium Association, Management and ARC Committee reserve the right to inspect work area to ensure proper clean up. Fines will be applied to all violations.
16. Smoking and amplified music are not permitted within the building. Worker must wear All contractors' personnel will be uniformly attired in matching "T-shirts" provided by the Contractor. T-shirts will be identical in color and clearly identify the name and bear the logo of the contractor. The Owner reserves the right to stipulate the color and font of the t-shirts as required to properly differentiating this contractor from other contractors and Owner personnel. All other attire for work will be appropriate for a professional environment, will not bear offensive language or logos and not be offensive in a sexually explicit or threatening manner. Contractors and contractor's personnel that are dressed inappropriately will be dismissed from the property immediately.
17. Common Bathroom may not be used by contractors, sub-contractors and/or their employees. Contractors are not allowed to park onsite or in Unit Owners assigned space. Vehicles will be towed or booted at the owners expense.NO SOLICITING
18. **Balcony Flooring:** Flooring material must not extend beyond the balcony railing. An edge angle of 1x1 or similar, made of the weather proof material and color to be approved, will need to be installed at the centerline of the railing on the existing concrete slab so that the tile material will terminate against the edge angle for clean installation. No Mortar or tile edge will be allowed to be viewed from other balconies and/or units.
19. **Balcony waterproofing:** Waterproofing must be installed before tiles are installed on the balcony. Unit representative or contractor must contact the Management office for inspection of the waterproofing.
20. **Clothes Dryer:** Upon replacement or relocation of any dryer, the existing dryer must be replaced with a recovery (vent less) dryer. (Refer to Mechanical Code 504.1)
21. All work must be performed inside the unit. Work is not permitted in the hallway, foyers, balcony or stairwell.
22. **Smoke Detector:** Temporary dust covers for Smoke detectors must be installed during any phase of construction in order to avoid any false alarms. Each false alarm will cost the contractor \$500 - \$1,000. Permanent tape on the smoke detector is not permitted. Tape must be removed at the end of each working day.
23. During the use of a wet saw or like tools where water is a component, the contractor will ensure that proper protection is used to prevent any water from seeping through the floor into another homeowners unit causing damages. In the event water intrusion has been detected it will be the sole responsibility of the contractor for all clean up costs and damages resulting thereof. No cutting of tile on the balcony.

I/we agree to abide by the Contractor Rules, Regulations and Guidelines.

Owner Signature: _____ Print Name: _____

Contractor Signature: _____ Print Name: _____

The foregoing instrument was acknowledged before me this ____ day of ____, 20__, by (name of persons acknowledging). Personally Known _____ or Produced Identification _____ Type of Identification Produced _____.

STATE OF FLORIDA
COUNTY OF _____

(SEAL)

Notary Signature: _____

Notary Name: _____

My Commission Expires: _____

Contractor's Agreement

I/We hereby take responsibility for all work and damages caused to the common area, due to the work performed by any and all of my employees and subcontractors. I will provide a complete list of my employees prior to commencing the job. Violations of any of these rules and regulations or requirements may be cause to stop all activity until matters are resolved as determined by Management. I have read and understood the Rules and Regulations for construction and will abide by all policies of 900 Biscayne Bay Condominium Association, Inc.

Contractor Signature: _____ Date: _____

Any additional changes to the work described in the original application must be reported to management and approval and permits must be obtained and submitted prior to continuation.

Your unit is subject to "weekly inspections during normal construction hours" by 900 Biscayne Bay authorized personnel. Upon completion of work, you must present Management with all closed permits and undergo an inspection prior to requesting the return of the security deposit. If any additional inspections are required by an independent agent, the owner will be responsible for the cost.

All incomplete applications or applications submitted that do not adhere to the policies directly stated above will be denied upon receipt. At that time the unit owner can complete, or correct the application and resubmit it to the management office.

I/We hereby have read and understand the following procedures and renovations performed in my unit and will abide to all policies of 900 Biscayne Bay Condominium Association, Inc.

Owner(s) Name: _____

Owner(s) Signature: _____ Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of ____, 20__, by (name of person acknowledging). Personally Known _____ or Produced Identification _____ Type of Identification Produced _____.

(SEAL)

Notary Signature: _____

Notary Name: _____

My Commission Expires: _____

All policies and/or requirements listed in this application are subject to change at any time upon approval of the Board of Directors of the Association.



Architectural Modifications and Building Permits:

Section 104.1.1 of the Florida Building Code states: “Any owner, Authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy or occupant content of a building or structure, or any outside area being used as a part of the building designated occupancy (single or mixed) or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas mechanical or plumbing system, the installation of which is regulated the technical codes, or to cause any such work to be done, shall first make application to the building official and obtain the required permit for the work.

Application for building permits are applied for through the City of Miami Building Department:

The Miami Riverside Center

444 S.W. 2nd Ave.

4th Floor

Miami, FL 33130

*Office Hours: Monday-Friday 7:30 am to 5:00 pm.

Telephone Numbers:

Main Number 305.416.1100

Administrative fax number: 305.416.2168

Permit fax number: 305.416.2158

Inspection Service Division: 305.416.1180

Permit Counter section: 305.416.1116

Plans Processing Section: 305.416.1149

Microfilm Section: 305.416.1140

Additional information may be found at <http://www.miamigov.com/building/pages>



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

Pursuant to section 17.9 of the Declaration of Condominium for **900 Biscayne Bay Condominium Association, Inc.**

A Condominium (floor coverings) hard and/ or heavy surface floor covering, including, without limitation, tile, stone, and wood, cannot be installed in any part of a condominium unit, without the consent of **900 Biscayne Bay Condominium Association, inc.** (The Association).

Each owner agrees that sound transmission in a high rise building such as the Condominium is very difficult to control, and that noises from adjoining or nearby units and or mechanical equipment can often be heard in another unit. The developer does not make any representations or warranty as to the level of sound transmission between and among units and the other portions of the Condominium property, and each owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.

The Association shall not approve the installation of any hard and/or heavy surface floor coverings unless the certain sound insulation as described below:

The aggregate sound isolation and acoustical treatment shall carry a minimum Sound Transmission Class (STC) of 55 and a minimum Impact Insulation Class (IIC) of 55 and have provided independent lab test results for approval by the Property Manager. No other products have been able to provide the required independent lab test results that meet the Condominium's minimum requirements for (IIC) 55. All documented data provided to the Association for approval must have the flooring assembly tested on an 8" Concrete Slab with no ceiling.

Regupol QT 4012- 12mm for Solid Wood, Tile, and Natural Stone.

Regupol QT 4006 -6mm for Engineered Wood.

Acousticork CRC 950 – 12mm for all Wood, Tile, and Natural Stone including Engineered Wood.

Duro Acoustik – 12 mm for Solid Wood, Tile, Natural Stone

Duro Acoustik – 6mm for Engineered Wood.

*mm= millimeter thickness of material

*All above material must be installed with their recommended adhesive in order to be effective.

Please attach the documented date sheet with a sample of the sound proof and Provide Permit issued by the City of Miami.

The unit owner shall install the foregoing insulating materials in a manner that provides proper mechanical isolation of the floor coverings from rigid part of the building structure, whether of the concrete sub-floor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and must be installed prior to the unit being occupied. Stain or paint finishes to existing concrete floor slabs are not permitted.

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 or, if already installed, require that the floor coverings be removed at the unit owners 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 County Circuit Court for the enforcement of the standards described above. In the event that a judicial proceeding shall be necessary, the Association's reasonable attorneys' fees (including trial and appellate fees) and court costs shall be charged against the unit owner and such amount shall be secured by a 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 may be used in any enforcement proceedings of Section 17.9 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 and be bound by the terms hereof.

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

Witness

Contractor

State of Florida)
County of Miami-Dade)

The Foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
by _____ and _____ He /She/They (who is personally known
to me)/(Who has/have produced _____ as identification) and (did)
(did not) take oath.

Name: _____ My Commission Expires: _____

APPLICATION FEE & DEPOSIT SCHEDULE

Unit Build Out:

Less than 1,500 square feet – Fee \$1,300.00 and Deposit \$1,000.00

1,500 to 2,500 square feet – Fee \$1,600.00 and Deposit \$2,000.00

Over 2,500 square feet – Fee \$1,900.00 and Deposit \$3,000.00

Flooring:

Less than 300 square feet – Fee \$450.00 and Deposit \$500.00

300 to 800 square feet – Fee \$950.00 and Deposit \$1,000.00

Over 800 square feet – Fee \$1,300.00 and Deposit \$1,500.00

Kitchen Remodel – Fee \$1,200.00 and Deposit \$1,000.00

Half Bath Remodel – Fee \$650.00 and Deposit \$1,000.00

Full Bath Remodel – Fee \$1,200.00 and Deposit \$1,000.00

Interior Railing Replacement – Fee \$550.00 and Deposit \$500.00

Extensive Lighting/Electrical Upgrade – Fee \$500 - \$800.00 and Deposit \$500.00

Interior Wall and /or Drop Ceiling Removal/Alteration – Fee \$500 - \$1,200.00 and Deposit \$500.00

Closet Build Out – Fee \$250 - \$800.00 and Deposit \$500.00

Repainting Entire Unit – Fee \$300.00 and Deposit \$500.00

Installation of Partial Walls/Panels – Fee \$250.00 and Deposit \$500.00

Slider/Window Glazing – Fee \$250.00 and Deposit \$500.00