



## **APPLICATION FOR CONSTRUCTION**

Owner/Occupant: \_\_\_\_\_

Unit #: \_\_\_\_\_ Phone Number: \_\_\_\_\_

All construction within a unit at Fifth and Poplar must be completed in accordance with all applicable laws and regulations. You may contact Mecklenburg County Building Standards at 704.432.0160 for more information. Construction is considered to be any work which requires movement of major materials (drywall, cabinetry, fixtures, etc...) into your unit. If you are unsure whether your project requires submittal of this application, please contact the Property Manager in the Management office at Fifth and Poplar with any of your questions.

Homeowners are expected to provide the following information prior to commencement of any work:

- a. Plans and specifications outlining work to be completed
- b. Certification from a third-party licensed engineer that all work scheduled is non-structural in nature and will not negatively impact common elements, limited common elements or units.
- c. Proof of Insurance of the General Contractor (*Liability and Workers' Compensation*). Such insurance must be with an insurance company or companies that maintain a minimum A. M. Best Financial Strength Rating of B+.
  1. Commercial General Liability Insurance coverage requirements: \$1,000,000 each occurrence, \$2,000,000 in the aggregate
  2. Worker's Compensation and Employer's Liability Insurance requirements: minimum \$500,000 per occurrence
- d. Current copy of the General Contractors License
- e. Construction permit (*if required*)
- f. Full name of Contractor and ALL subcontractors
- g. Contact name, address, and phone number for Contractor and ALL subcontractors

***Fifth and Poplar has been constructed using post-tension concrete slabs between each level of the building and at the roof. In this construction technique steel cables are run horizontally through each concrete slab and are stressed under very high tension to give the concrete additional strength. These cables must not be cut, drilled into or otherwise tampered with. Doing so could result in serious structural damage to the building and the possibility of personal injury. As a result, no holes may be drilled in either the floor or the ceiling of any unit for any reason. No penetration with Hilti guns or other power fasteners shall exceed ½-inch in depth. The Owner shall assume all responsibility for damages that occur due to the compromise of post-tension steel cables.***



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### **Construction Hours**

- a. Monday – Friday 8:00 AM to 5:00 PM
- b. Saturday 9:00 AM to 3:00 PM
- c. No work will be permitted on Sundays or on Holidays.
- d. All Owners/Occupants should refrain from work which generates excess noise outside of these time periods as well. All noise-generating work should be scheduled a minimum of 24 working hours in advance so notice may be given to adjacent owners.

Violations of construction hours will be fined.

### **Life Safety**

- a. When building systems are required to be put in **TEST MODE** in order to alleviate false alarms due to construction, Contractor **MUST** contact the Property Manager within **48 hours** to schedule putting any system into TEST MODE. Any required firewatch patrols will be at the expense of the owner.
- b. The Contractor must contact the Property Manager at least 48 hours in advance of any open flame work. Before any cutting, soldering or welding may take place, the Contractor must have an operable fire extinguisher in the immediate area where the work will occur.
- c. Adequate ventilation must be provided prior to commencing any flame work in accordance with all OSHA, local and state regulations.

### **Common Areas**

- a. Homeowners are responsible for ensuring the cleanliness of the common areas used throughout construction. The cleanliness of all common areas must be maintained during construction.
- b. Contractors must remove all construction debris from the premises EACH DAY. Storing of construction materials and/or debris in any common areas will not be permitted. Contractors are prohibited from using the trash chutes to dispose of construction debris. Contractors may only use the Freight Elevator (Property Manager will show you the correct elevator). If contractors are caught using another elevator besides Freight Elevator, owner/contractor will be subject to a \$100.00 fine per infraction.
- c. Contractors must clean and vacuum all construction debris from the common areas (hallways, lobbies) at the conclusion of work EACH DAY. Protective coverings may be placed over the common area carpet during construction but must be removed EACH DAY upon the conclusion of the days' work.
- d. Contractor personnel must be off the premises within thirty (30) minutes of conclusion of work.
- e. Contractor shall use only rubber-wheeled carts when moving materials through the building.
- f. No trucks or equipment are allowed in the courtyard or on any walkways or grass
- g. Contractors shall not perform work inside any building equipment or mechanical room, including but not limited to, electrical and telephone rooms, without prior permission from Property Manager.
- h. Under no circumstance shall the Contractor drill into or fasten to any structural steel member or clay tile system. Additionally, no penetrations shall be permitted to an exterior wall.
- i. Main lobbies and entries shall not be used for construction traffic.
- j. Each Contractor shall maintain all life safety systems in good working order throughout the duration of the project. These include exit lighting, sprinkler systems, smoke detectors and emergency lighting.



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### **Construction Deposit**

Please complete the above listed information and submit, along with a construction deposit in the amount of \$1,000 made payable to Fifth and Poplar COA, to:

Fifth and Poplar RCOA  
300 W. 5<sup>th</sup> St.  
Charlotte, NC 28202

**\*\*Please note that homeowners are responsible for all damage done to common areas even that in excess of \$1,000.00.**

Please note that the construction deposit must be received prior to the start of construction within your unit. This deposit will be used to cover the cost of any damages, fines and clean up which may be necessary. The construction deposit will be refunded (less the cost of repairs, fines and/or clean up) upon inspection by Property Manager upon completion of construction. Owners are responsible for the cost of any repairs to the common areas caused by their contractors. Owners may be fined a minimum of \$100 per day, as allowed within the Condominium Bylaws, for violation of the above conditions.



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Unit \_\_\_\_\_ Today's Date \_\_\_\_\_

Anticipated Start of Construction: \_\_\_\_\_

Anticipated Completion of Construction: \_\_\_\_\_

Owner/Occupant:

By signature below, I acknowledge that I am responsible for any damages to common areas and other units caused by construction within my unit. It is understood that the construction deposit submitted may not cover required repairs and I agree to submit payment in full upon receipt of billing of same for damages in excess of \$1,000 . I further understand that if no damage is caused by my construction, the deposit will be returned to me within seven (7) business days.

Property Manager:

By signature below, I acknowledge receipt of a construction deposit in the amount of \$1,000.00.

Signatures:

\_\_\_\_\_  
Owner/Occupant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Manager

\_\_\_\_\_  
Date



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Owner/Occupant: \_\_\_\_\_

Unit #: \_\_\_\_\_

Anticipated Start of Construction: \_\_\_\_\_

Anticipated Completion of Construction: \_\_\_\_\_

Construction Deposit Received: \_\_\_\_\_ Date Received: \_\_\_\_\_

Approval: \_\_\_\_\_  
Property Manager or Maintenance Supervisor Signature

Pre-Construction Inspected By: \_\_\_\_\_  
Property Manager Date

Pre-Construction Inspection Findings:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Post-Construction Inspected by: \_\_\_\_\_  
Property Manager Date

Post-Construction Inspection Findings:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of return of construction deposit or notification of damages: \_\_\_\_\_