

WEST END PLACE
Unit Modification Procedure Outline

The following Procedure Outline shall be incorporated by reference to the attached Unit Modification Agreement. By signing the attached Agreement, all parties acknowledge and agree to the terms contained herein, and within the Unit Modification Policy.

APPROVAL:

Prior to commencing any modifications to any unit, the Shareholder must obtain a copy of the Unit Modification Procedure Outline and a copy of the Unit Modification Agreement from the Management Office.

The Managing Agent shall act as liaison for unit modifications on behalf of the Managing Board. The Managing Agent may approve "finish" changes only, without seeking additional approval. Modifications in electrical, carpentry or plumbing must also be approved by the Building Committee Chairperson who may choose to seek counsel of the Building Committee and/or the Managing Board. All major, unusual and/or structural modifications must be approved by the Managing Board who may seek counsel from other entities in order to establish the impact of said modifications on West End Place. All parties reserve the right to seek counsel from outside advisors, consultants, contractors or engineers. All work is to be approved by the Superintendent of Maintenance.

The procedure for submittal and approval shall be as follows:

1. The Shareholder shall review in its entirety the Unit Modification Procedure Outline and the Unit Modification Agreement. All questions or requests for clarification must be reviewed with the Managing Agent.
2. The Shareholder shall submit the completed Unit Modification Agreement with estimated costs to the Managing Agent for review.
3. Within five (5) business days of submission, the Managing Agent shall return the Unit Modification Agreement noting questions and additional submittal requirements. (In the event there are no questions and/or additional submittal requirements, this step shall not be required.)
4. Upon receipt of all required submittals, the Managing Agent shall notify the Shareholder of the estimated time required for approval based on the complexity of the Scope of Work and the parties required, as stated above, for the approval of said modifications.
5. Any party in the approval process may request additional information and/or submittals in order to reasonably determine any consequence from the proposed modification. Additional costs to obtain required submittals or research shall be borne solely by the Shareholder. It is understood that such requests may delay the approval process. The parties requesting the information shall make every reasonable effort to expedite a decision upon receipt of the requested information.
6. Approval or denial of the modifications may be in part or in whole. The Shareholder shall be notified of any decision in writing with addition restrictions or qualifications noted. Approval may be given based on certain conditions including, but not limited to, providing certain permits, insurance certificates and/or plans. Failure to fulfill any such condition or previously stated obligation shall void any approval and shall render the Unit Modification Agreement invalid.

No unit modifications shall be unreasonably denied, however, all parties reserve the right to deny any modification if it is deemed the modification is not in the best interest of West End Place and/or its affiliates. The approval of modifications by any party, as required, does not constitute any representation that the modifications will function, perform, or provide the desired result of the Shareholder.

If the Unit Modification Agreement is rendered invalid due to the conduct or negligence of the Contractor or Shareholder, the Shareholder must, at its own expense, restore all conditions to their state prior to the commencement of the "Work".

IMPLEMENTATION:

Prior to proceeding with the approved modifications, the Shareholder will:

1. Provide the Managing Agent with all permits and Material Safety Data Sheets, as required.
2. Provide the Managing Agent with any submittals, as required pursuant to the Unit Modification Agreement.
3. Submit signature of the Shareholder's contractor acknowledging review and understanding of all rules, regulations and guidelines regarding said modifications. The Shareholder's contractor must include the Unit Modification Procedure Outline and the Unit Modification Agreement as part of its review.
4. Submit insurance certificates noting contractor's coverages and naming, as "additional insured": "West End Place Condominium Association, West End Place Two Corporation, Lowell Square Associates, West End Place Three Corporation, and Maloney Properties, Inc.". Certificate holders address shall be noted as: "150 Staniford Street, Boston, MA 02114". Limits of said insurance may be rejected as inadequate by the Managing Agent depending on the scope and/or possible impact of the "Work".
5. Schedule the "Work" and use of the elevator with the Management Office.
6. Provide the Managing Agent with a deposit of \$500 payable to West End Place Condominium (unless determined excessive by Managing Agent) to ensure no damage to the common areas or other units occur and to ensure final submission of all required documentation as noted on the Unit Modification Agreement.
7. File appropriate "Contractor Authorization Forms" with the Management Office.
8. Arrange for the appropriate disposal of trash/construction debris daily, at Shareholder's expense and subject to the approval of the Maintenance Superintendent.
9. Arrange appropriate notification to all surrounding residents regarding the work and schedule.

RESTRICTIONS:

1. The "Work" shall not adversely impact the building or its residents in any way. No work, set up or staging may occur in any common areas, without prior written consent of the Managing Agent. All common areas are to be kept clean and free of debris. Noise is to be kept at a minimum at all times. Any work having any impact including, but not limited to, excessive noise, dust, smoke, fumes and odors must be brought to the attention of the Managing Agent not less than two full business days prior to the commencement of said work.
2. If said work is adversely impacting other residents or the building itself in the opinion of the Managing Agent, the Building Committee Chairperson and/or the Managing Board President, the Managing Agent and the Association reserve the right to stop any work without prejudice.
3. The Managing Agent and the Association reserve the right to stop any work in the event the "Contractor" fails to perform in accordance with the contents of this Unit Modification Procedure Outline, the Unit Modification Agreement or any other rules of operation as they may apply to West End Place.
4. The Shareholder shall be responsible for any costs incurred by the Association, another resident or any other party due to the performance of the "Work". This responsibility shall extend into full warranty of the work against defects and against eventual damage to other persons or property.
5. Work may only occur during the hours of 8:00 A.M. and 4:30 P.M. Monday through Friday. Work is not allowed during any holidays.
6. The dismantling of any life safety devices is strictly prohibited. In the event the "Work" requires the interruption of smoke or heat detectors, fire sprinkler lines, or any other life safety system, the Shareholder shall be required to contract said work, at its own cost, with the Association's contractor. Costs may also include fire watch, maintenance staff hours, notification to residents and other vendors as may be required.

7. All materials must be stored and used only in accordance with manufacturer's instructions and guidelines.
8. All "hot work" including, but not limited to, welding, cutting, soldering, brazing or other work producing an open flame or electrical arc, or molten metals of any kind, must be approved by the Maintenance Superintendent whom shall obtain or issue a "hot work permit" for such use if approved.
9. The "Contractor" and all of its workers must sign in with the Management Office daily. Appropriate parking "placards" must also be obtained daily in exchange for a form of I.D. There is a maximum limit of two vehicles per project allowed for contractor parking in the "easement" provided space is available.
10. All workers must have identification readily available in the form of business card, company I.D. or name and company on clothing.
11. There shall be no changes to the "work" as noted on the Unit Modification Agreement without prior written approval. Said approval may require attachments to the Unit Modification Agreement at the discretion of the Managing Agent. Said attachments may require additional authorization as mentioned above.

TERMS:

1. All work performed must be in compliance with the then applicable codes, all manufacturer's instructions, the below referenced Minimum Performance Requirements and all West End Place Condominium Association governing documents.
2. All work performed shall be in a safe, first-class and professional manner and shall be performed by appropriately licensed tradesmen
3. The authorization for performance of any work on behalf of a Shareholder does not in any way change, modify or remove any other requirements for the type of work as would be required by local, state or federal agencies.
4. The Shareholder and his/her successors shall be responsible for all maintenance of the modifications and personal insurance to cover the potential loss of the same. All property removed from, and installed within, the unit remains the property of West End Place. The Shareholder and/or his/her successor(s) may be required to make modifications to restore the unit to marketable condition if it is deemed necessary by the Managing Board.
5. The Shareholder agrees to indemnify and hold harmless West End Place Condominium Association, Maloney Properties Inc. and their affiliates from any claims or damages arising from the "Work" and from non-compliance with codes, safety regulations, waste disposal regulations and warranty issues.
6. The Unit Modification Policy, this Unit Modification Procedure Outline, the associated Unit Modification Agreement and Attachments shall constitute the entire Agreement between West End Place Condominium Association and the Shareholder. Alterations to this Agreement must be executed in writing and signed by all parties as required in the initial approval process. In the event of a conflict between these documents and any others governing West End Place Condominium, the Managing Agent and the Managing Board shall together determine which shall prevail.

MINIMUM PERFORMANCE REQUIREMENTS:

Electrical

1. The Shareholder is required to obtain an electrician duly and currently licensed in the Commonwealth of Massachusetts. An electrical permit will be obtained for any type of work beyond fixture replacement.
2. Major electrical modifications will require the submittal of engineered stamped plans.

Plumbing and HVAC

1. The Shareholder is required to obtain a plumber duly and currently licensed in the Commonwealth of Massachusetts. A plumbing permit will be obtained for any work as required by code.
2. A plumbing/design diagram and/or written description will be required.
3. Major plumbing modifications will require the submittal of engineered stamped plans.

Wood Flooring

1. The Shareholder shall obtain a certified installer if required by manufacturer and shall ensure installer is professional and familiar with the types of materials to be used.
2. Soundproof barriers, vapor barriers and other sound dampening/moisture protection methods as may apply shall be used with the underlayment (when applicable) to ensure minimum sound transmittal and maximum protection from moisture transfer.
3. All kitchen flooring must be installed fully under dishwashers and three sides caulked with latex or silicone to direct potential leaks toward kitchen.
4. All transitions are to be per code and without trip-hazard. Appropriate thresholds shall be used if surfaces do not match "flush".
5. Vapors and fumes shall not be allowed to enter the common areas and/or any other unit.
6. All wood floors installed shall then be covered at least 75% with area rugs or carpeting.

Ceramic / Stone / Composite Flooring

1. All flooring installed in bathrooms shall be installed under the toilet base to/around the plumbing flange and be grouted/sealed around same to ensure failure of wax ring is evidenced in modified unit before leaking below.
2. Care shall be taken to ensure toilets are allowed ample height clearance after flooring installation in order to easily remove the tank cover for maintenance and emergencies.
3. Replacement wax rings (seals) shall be new and of appropriate height to compensate for floor change and provide an adequate seal. WEP Management shall be present during re-installation of any toilet.
4. All kitchen flooring must be installed fully under dishwashers and three sides caulked with latex or silicone to direct potential leaks toward kitchen.

Structural

1. All structural modifications shall be preceded by the submittal of engineered stamped architectural drawings.

All work shall be performed in a professional and workmanlike manner by qualified professionals. Said professionals may include the Shareholder provided his/her skills, licenses and certifications prove sufficient to perform the "Work". Shareholders performing any portion of the "Work" are also included as "Contractor" and so shall sign and be bound by the same terms and conditions. Final inspection and reasonable approval shall be performed by the Managing Agent on behalf of the Managing Board. All work found deficient shall be noted in writing to the Shareholder. Failure to address deficiencies within the time frame specified shall void the Unit Modification Agreement.

Shareholder's Acknowledgement	Date
Contractor's Acknowledgement	Date
Contractor's Acknowledgement	Date
Contractor's Acknowledgement	Date

Firm: _____ Telephone: _____

Contact: _____

Address: _____

Signature: _____ Date: _____
(Acknowledging the Terms of this Agreement)

B.

Firm: _____ Telephone: _____

Contact: _____

Address: _____

Signature: _____ Date: _____
(Acknowledging the Terms of this Agreement)

C.

Firm: _____ Telephone: _____

Contact: _____

Address: _____

Signature: _____ Date: _____
(Acknowledging the Terms of this Agreement)

IV. CONTRACTOR PERFORMANCE REQUIREMENTS:

1. Work shall be performed only during the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday. No work on any Holiday.
2. Contractors must report to the Management Office at the start and end of each day to sign-in and sign-out of the property.
3. Contractors are not allowed to park in the Garage but may obtain a Temporary Parking Placard for use in "easement" only during working hours. Said placard shall only be given in exchange for appropriate I.D. which shall be returned upon return of Placard. Keys for access to Garage door for bringing in materials and tools shall be exchanged for similar I.D.
4. Contractors are responsible for removing debris and waste from the site daily. Contractors shall provide satisfactory protection to all Common Areas and other units as required. Illegal dumping or storing of any debris or materials on or around the site shall be prosecuted to the fullest extent of the law. No debris or hazardous materials may be stored on site. No work or staging may occur in the common areas without prior written consent of the Managing Agent.
5. The Shareholder is fully responsible for all damages caused by their Contractor(s) and shall promptly pay any invoice for such damages immediately upon receipt.
6. Contractors violating these requirements or any other terms of this Agreement, or its attachments, or found operating in unsafe or unacceptable practices will be required to leave the site immediately and will not be allowed to return without prior authorization from the Managing Agent.
7. Contractors must protect all smoke detectors, sprinkler heads and other life-safety apparatus. All life-safety systems must remain fully operational during the "Work".
8. "Contractor's" signature above acknowledges receipt and compliance with the terms of this Unit Modification Agreement, the Unit Modification Procedure Outline, all attachments and any By-Laws or policies as they may apply.
9. All liability is the express responsibility of the Shareholder and its Contractor(s).

V. APPROVAL AND ACKNOWLEDGEMENT:

It is understood that approval is strictly contingent on adherence to all conditions and the compliance with all requirements as noted. Non-compliance and/or failure to provide submittals as noted shall void the Unit Modification Agreement.

Shareholder _____ Date: _____

Maintenance Superintendent _____ Date: _____

Managing Agent _____ Date: _____

Maintenance Director _____ Date: _____

Building Committee Chair _____ Date: _____

Managing Board President _____ Date: _____

VII. DEPOSIT:

Security Deposit Required: _____

Date Received: _____

Date Returned: _____

VII. COMPLETION:

Date Inspected: _____

Authorized Signature Approving Completion _____

VI. It is agreed that Annual Maintenance shall consist of at least the following:

WEST END PLACE
150 Staniford Street, Boston, MA 02114
617-720-4646
(fax) 617-725-1888

INSURANCE REQUIREMENTS

Following, please find our minimum requirements to ensure adequate insurance coverage for all approved vendors and contractors:

Commercial General Liability:	\$1,000,000	per occurrence (including contractually assumed liability)
Bodily Injury and Property Damage	\$1,000,000	general aggregate
Umbrella Liability	\$1,000,000 \$2,000,000	per occurrence aggregate
Worker's Compensation	In accordance with statutory limits per Commonwealth of Massachusetts	
Employer's Liability	\$ 100,000 \$ 500,000 \$ 100,000	each accident policy limit by disease each employee by disease
Automobile coverage (owned, non-owned, hired)	\$1,000,000	combined single limit Bodily Injury and Property Damage

Insurer must hold a minimum "A-Best" rating. All cancellation notices must allow a minimum thirty (30) days notification.

The following entities must be named as Additional Insured on all certificates:

West End Place Condominium Association
Lowell Square LP / JV
West End Place One Corporation
West End Place Two Corporation
West End Place Three Corporation
Maloney Properties, Inc.

Certificate Holder shall be:

Maloney Properties, Inc.
c/o West End Place
150 Staniford Street, Boston, MA 02114

Attn: Mark Fitzgerald

CONTRACTOR EVALUATION FORM

Name of Contractor: _____

Address: _____ Telephone Number: _____

Your Name: _____ Unit Number _____

Place make a check mark (✓) next to all that pertains to work performed by this contractor in your unit:

- Flooring: (circle one) hardwood, carpet, sheet vinyl, ceramic, marble, linoleum, or other _____
- Countertops: (circle one) granite, marble, ceramic, Formica, Corian, other (please describe) _____
- Painting
- Electrical
- Plumbing
- Cabinetry
- Other, such as carpentry, crown molding, etc. (please describe) _____

1) How would you rate the finished quality of this contractor's workmanship? (check one)
 Excellent Very Good Good Fair Poor

2) How would you rate this contractor in terms of completing your project in a reasonable period of time? (check one)
 Contractor completed the project on or ahead of schedule
 Contractor could not complete project in a reasonable period of time due to unforeseen circumstances beyond the contractor's control (e.g. unavailability of materials, weather, etc.)
 Contractor did not complete the project in a timely manner due to poor scheduling practices and/or insufficient manpower

3) Regarding changes or additions to your contract, did the contractor submit reasonable prices for any changes? (check one)
 Contractor did additional work and extras at no charge and honored the original quote
 No changes were made to the contract—the contractor honored the original quote
 Contractor provided reasonable prices for any changes
 Contractor provided unreasonable prices for changes (if checked, please describe)

4) Do you consider the contractor's overall pricing fair/appropriate for the work performed? (check one)
 Excellent Pricing Reasonable Pricing Fair Pricing Overpriced Unreasonable

5) How would you rate the contractor's housekeeping practices? i.e. did the contractor keep a neat, orderly work place and broom clean at the end of each work day and the end of the project? (check one)
 Excellent Very Good Good Fair Poor

6) How would you rate your overall experience with this contractor? (please check one)
 Excellent Very Good Good Fair Poor

(Office Use Only)

File in Contractor Referral Binder Under:

- General Contractor
- Flooring
- Carpentry
- Painting
- Electrical
- Other