

# **WORK RULES AND CONTRACTOR REQUIREMENTS FOR ALL UNIT OWNERS & UNIT OWNER CONTRACTORS PERFORMING WORK ON THE PREMISES AT HAWTHORNE PLACE CONDOMINIUMS**

## **1) GENERAL GUIDELINES**

- a) The following rules, regulations, restrictions and guidelines are applicable to all Unit Owners and their Contractors performing construction, demolition and renovation work within individual condominium units located on the premises of the Hawthorne Place Condominium. Restrictions and limitations for unit work activities are identified in the Master Deed and Declaration of Trust (Condominium Documents) and are necessary for your protection, your neighbors, the common areas, and to minimize the potential impact on normal building operations.
- b) All construction, demolition and renovation activities are identified in this document as “Work.”
- c) It is critical that all Work be coordinated with the Management Office Representative.
  - i) Prior to commencement of any Work, Unit Owners and Unit Owner Contractors must contact the Management’s Representative identifying the scope and extent of the proposed Work and required scheduling.
  - ii) The Management Representative will review all requests in a timely manner, identify if the Work interferes with common area utilities or services, and confirm appropriate schedules.
  - iii) The Management Office is located in the basement level of Two Hawthorne Place. The hours are 8:30 AM to 5:00 PM Monday thru Friday. Management can be reached by phone at 617-723-4937.
- d) Unit Owners and Unit Owner Contractors shall perform all Work without interfering with the scheduled normal operation of the building and shall coordinate the work properly with the building’s function including preservation of security.
- e) Unit Owners may use any Contractor such as Plumbers, Electricians, Carpenters, and other workers as long as they are properly licensed and can meet the necessary Condominium insurance standards as identified in this document.
- f) Permits, as required by the Commonwealth of Massachusetts and City of Boston, must be obtained prior to the commencement of any work. It is the responsibility of the Unit Owner to ensure that the contractor has applied for and received the necessary construction permits as required by the Commonwealth of Massachusetts and the City of Boston.
- g) Unit Owner are responsible for violations and/of fines imposed by any governing agencies for failure to hire Licensed Insured Contractors and obtain permits that may be required by statute.

**All Contractor authorization forms, schedules and Insurance documents must be on file with the Hawthorne Place Management Office prior to beginning and work. The management representative may prohibit contractor access to the building for any Work until the Insurance documents, authorization forms and deposits are received.**

## **2) WORK HOURS**

- a) The Condominium buildings are continuously occupied. Work hours will be strictly enforced Monday through Friday from 8:30 AM to 5:00 PM. No work can be performed on Saturdays, Sundays, or Holidays.

## **3) INSURANCE REQUIREMENTS**

- a) **Unit Owner Contractor and Sub-Contractors must carry the following insurance requirements and present evidence to the Management’s Representative prior to beginning any Work.**
  - i) Workmen’s Compensation
  - ii) Minimum of \$1,000,000 in General Liability
- b) Hawthorne Place Condominium and Barkan Management Company must be named as an additional insured.

## **4) CONTRACTOR AUTHORIZATION FORM**

- a) Unit Owners must complete and file a “Contractor Authorization Form” with the Management Office BEFORE Work begins.

- b) A Security Deposit in the amount of **\$250** payable to Hawthorne Place Condominium must be attached to the Contractor Authorization Form.

**5) USE OF ELEVATORS AND LOADING DOCK**

- a) The Condominium maintains one service elevator in each building for maintenance. Unit Owners and Unit Owner Contractors must use these designated service elevators for transporting Work related materials and are prohibited from using passenger elevators.
- b) The service elevators must be reserved in advance with the Management Office.
- c) Contractors must clean and restore elevator to previous condition upon completion of use. The Unit Owner is responsible for any damage to the elevator caused by the Unit Owner Contractor.
- d) All tools, equipment and material coming in and out of the buildings must be delivered through the loading dock.
- e) The loading dock is for active, scheduled deliveries only. The Contractor's use of the loading dock must be coordinated with the management office.

**6) USE OF SITE AND PARKING**

- a) Driveways and Entrances: Unit Owners and Unit Owner Contractors shall keep common area driveways and entrances serving premises clear and available to residents and emergency vehicles at all times. Do not use these areas for parking, delivery or storage of materials.
- b) Contractors shall not be permitted to park in drive lanes or any part of the common area, including the Loading Dock without prior written approval from the management office. **Towing will be enforced.**
- c) Contractor parking is permitted in the Hawthorne Plaza Level Visitor Parking lot on a pay basis. Hawthorne Place does not own or manage the visitor parking concession nor is validation available.
- d) Do not close or obstruct walkways, corridors, stairways, or other occupied or used facilities without written permission from the Property Manager.

**7) USE OF BUILDING**

- a) Use of the buildings' main entrances and lobbies located at One, Two, Three, Eight, Nine, and Ten Hawthorne Place for transporting building materials, tools or construction personnel is prohibited.
- b) Unit Owners are responsible for any damage to common areas caused by their construction operations.
- c) Protect building common area and its occupants during construction period.
- d) Movement of materials or supplies within the buildings in quantities or dimensions so as to impose hazards on common area finishes is prohibited. Divide large or heavy loads into smaller units to permit ease of transport and maneuverability in confined spaces.
- e) Use wheeled conveyances to transport materials in common areas of the buildings. Do not drag containers across common area floor surfaces. Protect raised thresholds from wheel impact loads.
- f) Contractors shall not perform any Work in the common areas such as hallways or stairwells. This includes such items as painting, sawing, hammering, cutting, and drilling.

**8) DAMAGE TO BUILDING**

- a) Any damage to the interior or exterior of any building component (including damage from water infiltration on interior) that is caused by a Unit Owner or his Contractor or as a result of the Unit Owner's Work will be repaired at the Unit Owner's expense.

**9) USE OF STAIRS**

- a) All stair egress fire doors shall be kept clear of rubbish and shall not be kept or held in the "open" position.

**10) CLEANING UP**

- a) Common areas shall be kept free from accumulation of debris and trash related to the Unit Owner's Work.
- b) Common area hallways soiled by dust or dirt due to Work related to the Unit, shall be left in a neat, clean, safe, and fully serviceable condition at the end of each day's work.
- c) Unit Owner's Contractors shall provide their own cleaning materials.

## **11) DEMOLITION WORK**

- a) Storage or sale of removed items or materials in on-site common areas will not be permitted.
- b) Protect common area elements including but not limited to plumbing drains, domestic water lines, gas piping, electrical, and HVAC heating/cooling piping.
- c) Contractors must comply with the EPA's Renovation, Repair and Painting, Rule 40 CFR 754 when the WORK requires the disturbance of 6 sq. ft. or more of a painted surface.
- d) Pollution Controls: Provide suitable protection devices to prevent and limit spread of dust, odors, and dirt into common areas.

## **12) DISPOSAL OF DEMOLISHED MATERIALS**

- a) Do not use the Condominium common area waste containers for unit construction debris.
- b) Unit Owner and Unit Owner Contractors are responsible for removal of demolished materials off the property and for legally disposing of them.
- c) Transport Work debris in a manner that will prevent spillage or damage to common areas.
- d) Disposal of the following types of items are the responsibility of the Unit Owner or Contractor: Stoves, refrigerators, dishwasher, sinks, tubs, toilets, furniture, carpets, kitchen/bath cabinets, and bookcases.

## **13) LIFE SAFETY COMPONENTS**

- a) The Management's Representative shall be notified when any construction operations require removal of any life safety component from service. Such services shall be reinstalled and operable by end of the workday. If the Work cannot be performed without leaving a life safety component inoperative over night, obtain permission of the Management Representative and Authorities having jurisdiction before proceeding, and pay any cost associated with special protections as may be required.
- b) Special Fire Alarm System Block-Out: Before performing dust or smoke generating Work that could activate the building fire alarm system, make arrangements with the Management Representative to have the fire alarm company electronically block out detection devices in the local area. Dust-proof covers will not be acceptable for this purpose. The alarm company will reactivate blocked out devices upon completion of Work at day's end.
- c) The Unit Owner shall bear the costs of alarm system block-out and reactivation.

## **14) UTILITY SERVICES – GENERAL**

- a) Unit owners and Unit Owner Contractors shall not perform any work to or interrupt any existing common utilities under any circumstances unless authorized in writing by the Management Representative.
- b) Common Area Utility Shutdowns
  - i) Requests for common area utility shutdown must be made at least one week in advance with the Management Representative.
  - ii) Unit Owner requesting shutdown will be responsible for all costs associated with the shutdown.
- c) Take all precautions necessary to avoid cutting existing pipes, drains, conduit, electrical wiring, telephone wiring, television cable, ductwork, or any other common utility serving the buildings.

## **15) DOMESTIC HOT AND COLD WATER PLUMBING**

- a) In-unit modifications to any domestic plumbing piping requiring temporary shutdowns (and drainage) of common risers (hot or cold) or portions of common risers **MUST BE SCHEDULED** with the Management's Representative at least one week in advance.
- b) Plumbing work may only be performed by Licensed Contractor.
- c) The Unit Owner shall bear the costs of domestic plumbing system shut down.

## **16) HVAC SERVICE-FAN COIL RELOCATION OR REPLACEMENT**

- a) The Hawthorne Condominium HVAC supply and return water piping system is of an older design and lacks individual riser isolation valves. Experience has indicated that the individual fan coil water supply and return isolation valves may not be reliable for completely shutting off the water flow. Therefore, any in-unit Work to these lines or fan coils requiring isolating the unit from the common piping (such as fan coil replacement, repair, or relocation), may require the entire building's HVAC piping to be shut down. Any of this Work **MUST BE APPROVED AND SCHEDULED** with the Management's Representative at

least three weeks in advance. Please be advised, because of the disruption to the entire building system, these types of shutdowns are normally scheduled between season change-overs (Spring and Fall).

- b) If any in-unit fan coil or HVAC plumbing Work is being contemplated, it is extremely important to discuss this with the Management's Representative for scheduling and impact on the Building.
- c) The Unit Owner shall bear the costs of HVAC system shut down.

Hawthorne Place Condominium reserves the right to prohibit Contractor access to the building for Unit Owner and Unit Owner Contractors' failure to provide proper documentation. Work may be terminated should the scope differ from the Contractor Authorization Form or should the contractor violate any provisions of this document, the Hawthorne Place Master Deed and Declaration of Trust, By Laws and other rules. Unit Owner's are responsible for action of their visitors and guests, including Contractors performing Work within their respective units.

**CONTRACTOR AUTHORIZATION FORM**

**Hawthorne Place Condominium Trust**

**2 Hawthorne Place**

**Boston, MA 02114**

**Phone: 617-723-4937, Fax: 617-723-7438**

**management@hawthorneplace.com**

Unit Owner Name: \_\_\_\_\_

Building/Unit Number: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Brief description of work being performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does work performed require a plumber or electrician: Yes \_\_\_\_\_ No \_\_\_\_\_

Certificate of Insurance Attached: Yes \_\_\_\_\_ No \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Contractor State License Attached: Yes \_\_\_\_\_ No \_\_\_\_\_

Lead-Safe Certificate Attached: Yes \_\_\_\_\_ No \_\_\_\_\_

*All permits, as required by the City of Boston, must be applied for and received in advance.*

**IT IS THE RESPONSIBILITY OF THE UNIT OWNER, NOT THE MANAGING AGENT OR TRUST TO ENSURE THAT THE CONTRACTOR HAS RECEIVED CONSTRUCTION PERMITS AS REQUIRED BY THE COMMONWEALTH OF MASSACHUSETTS AND THE CITY OF BOSTON.**

Have attached work rules and restrictions been given to contractor: Yes \_\_\_\_\_ No \_\_\_\_\_

Anticipated Construction Period: \_\_\_\_\_

Contractor/Company Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone/Contact #: \_\_\_\_\_

I (we) have reviewed the *Work Rules and Contractor Requirements for All Unit Owners & Unit Owner Contractors Performing Work on the Premises at Hawthorne Place Condominium* and have provided the same to the Contractor hired to perform Work in my(our) unit.

Owner's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\$250 Elevator Deposit Received: Check # \_\_\_\_\_

Date: \_\_\_\_\_