

August 9, 2021

To the Trustees of 431 Putnam Avenue Condo Association,

Hello Rafiq,

Thank you for your e-mail of August 6, 2021 at 11:01 PM. I am happy that things seem to be getting on track for repair of our shared asset. I have concerns about some specifics though. I will try to state these concerns clearly so that they can be most easily addressed.

I see that you are employing Rene Mugnier's drawings. There are a number of details which his drawings do not include, however, such as the façade. Without Rene to explain his drawings they are incomplete. Assistant Commissioner Sisia Daglian stated that she is unclear about some details which are missing from Rene's drawings. Since his drawings are quite complex, we need a skilled team that strives for proper repair of historic buildings.

After the 2nd contract was signed by you and Boris in January, 2021, I was not included in any of the changes or discussions. As a result, I have no idea what areas of the drawings will be directly impacting my exclusive use area.

A bid was made by S+H in 2019, Rene Mugnier's drawings were created in March 2021, and now in August we are finally getting additional bids: one from Mystic River, and one from Anthony's. That is welcomed but seems like a long delay. How long might it take to obtain additional bids?

In your email you say "several proposals" were received for repairing the porch, but the Mystic River proposal includes no details whatsoever, and the one from Anthony's is so vague it consists of less than 25 words. In his proposal Mr. Anthony stated that he could make "2 new sun decks according architectural plans approximately \$85,850." Has he seen Mr. Mugnier's drawings or any other plans for our building? We are not looking for sun decks. Mr. Anthony specializes in roofing. I think we need to learn more about his approach.

It's worth noting that Mystic River Contracting is a sole proprietorship, with only one employee. A little research on the Internet shows that typical valuation of construction on their permit applications is about \$33,600. Their quote of \$18,750 needs clarification as it contains additional scope that is not included in the other two proposals.

S+H Construction is submitting a Change Order #2, dated July 15, 2021. It is now 3 weeks later, and I am just now learning of it. I have not yet seen their Change Order #1.

Change Order # 2 utilizes Boston Building Consultants as the Architect/Designer. Their design has already been rejected by Commissioner Ranjit Singanayagam on December 8, 2020, when we had a meeting with Commissioners Singanayagam and Vigneault. The design was rejected because it was insufficient in detail. Fully dimensioned, stamped structural plans were required, by the commissioner and the inspector.

Following that meeting Branden Vigneault emailed all parties (including Saraa Basaria, the previous attorney representing Boris and Rafiq) and made it clear that Rene Mugnier was to review the S+H structural drawing and comment on its adequacy to support the porches. As far as I know, this never

happened. I informed the insurance agent Nancy Theriault of Mr. Vigneault's mandate on Dec. 9, 2020. She emailed the various parties that Vermont Mutual would be taking immediate action. Immediate action was to cancel our master insurance, having it be replaced with two times the annual insurance cost.

S+H Construction still does not include painting in their contract, even though this building hasn't been painted for 18 years. Additionally, S+H needs to detail charges with regard to:

- Project Management - \$4,900
- Project Supervision - \$11,200
- Worker Compensation Insurance and vehicle parking on city streets - \$3,274.

The Master Deed and Trust clearly state that repairs must co-ordinate with the design elements of the façade. There is no sense in voting on these proposals until we know how the design will be executed. I think bidding contractors should be provided with a copy of the Master Deed and Trust.

Rene Mugnier's plan states, "The contractor shall assume sole responsibility for means and methods for temporary shoring of the structure." Does this mean that S+H or any other contractor must take responsibility for the 575 days of shoring up my 2nd floor porch? 180 days is the maximum amount of time the City of Cambridge building code allows for shoring of this type. Who is going to pay me for the repair of damage caused to my porch by the shoring?

We need a lot of information before we can vote on any proposal. Some of the most important information includes:

- 1) How the contractors will address the Rene Mugnier Associates, Inc. report which documents his observations made on November 11, 2020, during his visit to 431 Putnam Avenue.
- 2) An architect is needed to design the finished product in accordance with the Master Deed and the Trust documents of 431 Putnam Avenue.
- 3) Drainage and waste water discharge must be designed.
- 4) Landscaping must be preserved or restored after restoration.
- 5) The historic significance of this property must be taken into account as specified in the Master Deed and Trust.
- 6) A budget for planning the maintenance required by the restoration of sub-roofs, gutters and down-spouts, decking, details etc.
- 7) Ensuring licenses/registration status of contractors.
- 8) Sign a written contract in compliance with the MA home-improvement laws, with a detail, specified scope of work itemizing the exact type of materials.
- 9) Verify sufficient liability insurance and worker's compensation insurance.
- 10) Hold pre-construction and during construction meetings.
- 11) Resumés of those contractors having primary roles in the project.

Again, thank you for including me in the meeting. It is a welcome change from past practice. I look forward to learning answers from prospective contractors.

Susan