MORE INFORMATION REQUEST LETTER

August 24, 2021

SCHIEFER WOODWORKING, INC.
1256 MAIN STREET
WALTHAM, MA 02451

RE: Application #: ALT1179106
Location: 21 Thomas ST, Ward 19
Zoning District: Jamaica Plain Neighborhood, 2F-5000
Purpose: Add TWO (modified 8.24.21) dormers to existing attic space. Renovate existing 2nd floor bathroom.

The following information shall be provided to Inspectional Services Department to complete the Building Permit Plan Review:

1. City Agencies' Approvals:
   ● Boston Planning and Development Agency: Two Sets of Approved Drawings: NDOD overlay

2. Additional Information/Comments:
   Work description has been modified to show the changes made to your project related to the updated plans.

All construction documents shall be organized in two sets, submitted together (no partial information will be accepted), and dropped off at Inspectional Services Department with the above referenced application number or re-uploaded on the portal if it is an ePlan application. More information may be required. Please be advised that the time limitation of your application shall be 180 days, otherwise it shall be deemed abandoned per 780 CMR. Thank you for your assistance.

Francesco D’Amato, Plans Examiner
frank.damato@boston.gov / (617) 961-3265
21 THOMAS
21 Thomas Street
Jamaica Plain MA 02130

DRAWING LIST

<table>
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<tr>
<th>SHEET NAME</th>
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<td>08/05/2021</td>
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<td>08/01/2021</td>
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<td>A102 THIRD FLOOR &amp; ROOF PLANS</td>
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<td>02/24/2021</td>
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THIS PROJECT MEETS THE REQUIREMENTS OF 780 CMR 51:00 MASSACHUSETTS RESIDENTIAL CODE, 2015 IRC WITH MASS. AMENDMENTS, 2018.

ENERGY REQUIREMENTS:
- IECC 2015 WITH MASS. AMENDMENTS, 2018
- 780 CMR 115.AA MASS ENERGY STRETCH CODE METHODOLOGY


- WOOD FRAME WALL R-VALUE MINIMUM = R-20
- ROOF/CEILING INSULATION MINIMUM = R-49
- FLOOR R-VALUE MINIMUM = R-30
- FENESTRATION U-FACTOR = .32, SKYLIGHT U-FACTOR = .55

OWNER
MEG AND SETH
ABRAMOWITZ

ARCHITECT
HELIOS DESIGN GROUP
116 ST BOTOLPH ST BOSTON, MA

GENERAL CONTRACTOR
TIM SCHIEFER
WOODWORKING

PHASE
CONSTRUCTION

SET DATE
08/06/21
PLAN OF LAND
SHOWING
PROPOSED DORMERS
TO
21 THOMAS STREET
IN
BOSTON (J.P.), MASS.

NEPONSET VALLEY
SURVEY ASSOC., INC.

21 Thomas Street
Jamaica Plain MA 02130

08/06/21
08/01/2021
MEG AND SETH
ABRAMOWITZ

SCALE 1" = 20'

THOMAS STREET

21 STORY
N/F
N-21

EXISTING DECK

GARAGE

6,310 S.F.

CITY OF BOSTON

0.00

N/C

31.4'

127.00

125.00

N/C

1.5'

1.0'

50.00

N/C

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### WINDOW SCHEDULE

<table>
<thead>
<tr>
<th>#</th>
<th>Model</th>
<th>Material</th>
<th>Other Type</th>
<th>Grid Type</th>
<th>Screen Type</th>
<th>Screen Finish</th>
<th>Width</th>
<th>Height</th>
<th>Width</th>
<th>Height</th>
<th>Comments</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>VCM 4646</td>
<td>PRE-FINISHED BLACK</td>
<td>CLEAR</td>
<td>LOW E ARGON FILLED INSULATING GLASS</td>
<td>SDL w/Spacer</td>
<td>Bar</td>
<td>FULL</td>
<td>TBD</td>
<td>TBD</td>
<td>WINDOW IN BASEMENT</td>
<td></td>
</tr>
</tbody>
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### DOOR SCHEDULE

| # | Model | Size Rough Dimensions | Finish Hardware Hinge/Slide Setup Comments Width Height Width Height Panel Style Sticking Door Frame Type Manf. Finish Mode |
|---|-------|------------------------|-------------------|----------------|--------------|----------------|-------|--------|-------|----------------|-------------------|
| 102 | Trustile TS4140 | 4' - 0" 6' - 8" 4' - 2 1/2" 6' - 9 1/4" | PAINTED | EMTEK Oil Rubbed Bronze | NA | 4 PANEL - FLAT QB - QUARTER BEAD | NA | PAINTED | FLUSH PULL | #8 STYLE, 6" |
| 205 | Trustile TS4140 | 2' - 6" 6' - 8" 2' - 8 1/2" 6' - 9 1/4" | PAINTED | Dummy Set | EMTEK ICE WHITE KNOB, Oil Rubbed Bronze | AMERICAN HERITAGE/REGULAR ROSETTE | OIL RUBBED BRONZE | (2) 4" W/ RADIUS CORNERS, PLAIN BRASS BEARING W/ BALL TIP |
| 302 | Trustile TS4140 | 2' - 6" 6' - 8" 2' - 8 1/2" 6' - 9 1/4" | PAINTED | Passage Set | EMTEK ICE WHITE KNOB, Oil Rubbed Bronze | AMERICAN HERITAGE/REGULAR ROSETTE | OIL RUBBED BRONZE | (2) 4" W/ RADIUS CORNERS, PLAIN BRASS BEARING W/ BALL TIP |
| 303 | Trustile TS4140 | 2' - 6" 6' - 8" 2' - 8 1/2" 6' - 9 1/4" | PAINTED | Passage Set | EMTEK ICE WHITE KNOB, Oil Rubbed Bronze | AMERICAN HERITAGE/REGULAR ROSETTE | OIL RUBBED BRONZE | (2) 4" W/ RADIUS CORNERS, PLAIN BRASS BEARING W/ BALL TIP |
| 305 | Trustile TS4140 | 2' - 3" 6' - 8" 2' - 5 1/2" 6' - 9 1/4" | PAINTED | Dummy Set | EMTEK ICE WHITE KNOB, Oil Rubbed Bronze | AMERICAN HERITAGE/REGULAR ROSETTE | OIL RUBBED BRONZE | (2) 4" W/ RADIUS CORNERS, PLAIN BRASS BEARING W/ BALL TIP |
| 306 | Trustile TS4140 | 2' - 6" 6' - 8" 2' - 8 1/2" 6' - 9 1/4" | PAINTED | Passage Set | EMTEK ICE WHITE KNOB, Oil Rubbed Bronze | AMERICAN HERITAGE/REGULAR ROSETTE | OIL RUBBED BRONZE | (2) 4" W/ RADIUS CORNERS, PLAIN BRASS BEARING W/ BALL TIP |
| 308 | Trustile TS4140 | 2' - 6" 6' - 8" 2' - 8 1/2" 6' - 9 1/4" | PAINTED | Dummy Set | EMTEK ICE WHITE KNOB, Oil Rubbed Bronze | AMERICAN HERITAGE/REGULAR ROSETTE | OIL RUBBED BRONZE | (2) 4" W/ RADIUS CORNERS, PLAIN BRASS BEARING W/ BALL TIP |
OUTLINE SPECIFICATIONS

- 0.1. STRUCTURAL, MECHANICAL, AND ELECTRICAL SPECIFICATIONS
- 0.2. SHEET NUMBER, ISSUE DATE

DESIGN LOADS
- 0.3. CONSTRUCTION DRAWINGS-Architectural, Structural, Mechanical, Electrical, and Shop Drawings
- 0.4. ASCE 7-05 AND THE REFERENCED STANDARDS INCLUDED THEREIN THAT ARE APPLICABLE

MEANS, METHODS, COORDINATION OF OTHER TRADES AND TECHNIQUES TO THIS PROJECT
- 0.5. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER

GENERAL CONDITIONS
- 0.6. ALL STRUCTURAL DRAWINGS SHALL BE REVIEWED AND APPROVED BY THE PROJECT ENGINEER BEFORE PROCEEDING WITH THE AFFECTED WORK.

CONSTRUCTION
- 0.7. WIND: WIND VELOCITY - Vult = 38 MPH (3 SEC. GUST)

SPECIFICATIONS
- 0.8. THESE DRAWINGS HAVE BEEN COMPILED FROM THE BEST AVAILABLE SOURCES AND ARE DRAWN IN CONJUNCTION WITH THE PROJECT ENGINEER.

DRAWING TITLE
- 0.9. SHEET NUMBER

SPECIFICATION
- 0.10. SHEET DATE

SCALE
- 0.11. OWNER, ADDRESS

NOTED
- 0.12. DATE OF ISSUE

 Abramowitz

MEG AND SETH

ABRAMOWITZ

CONSTRUCTION

S - 001
OUTLINE SPECIFICATIONS

1.1.3.2: Approach: Management and engineering shall comply with the provisions of the Management and Engineering Specification. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris.

1.1.3.3: Approach: Management and engineering shall comply with the provisions of the Management and Engineering Specification. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris.

1.1.3.4: Approach: Management and engineering shall comply with the provisions of the Management and Engineering Specification. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris.

1.1.3.5: Approach: Management and engineering shall comply with the provisions of the Management and Engineering Specification. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris.

1.1.3.6: Approach: Management and engineering shall comply with the provisions of the Management and Engineering Specification. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris.

1.1.3.7: Approach: Management and engineering shall comply with the provisions of the Management and Engineering Specification. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris.

1.1.3.8: Approach: Management and engineering shall comply with the provisions of the Management and Engineering Specification. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris.

1.1.3.9: Approach: Management and engineering shall comply with the provisions of the Management and Engineering Specification. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris.

1.1.3.10: Approach: Management and engineering shall comply with the provisions of the Management and Engineering Specification. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris.

1.1.3.11: Approach: Management and engineering shall comply with the provisions of the Management and Engineering Specification. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris.

1.1.3.12: Approach: Management and engineering shall comply with the provisions of the Management and Engineering Specification. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris.

1.1.3.13: Approach: Management and engineering shall comply with the provisions of the Management and Engineering Specification. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris.

1.1.3.14: Approach: Management and engineering shall comply with the provisions of the Management and Engineering Specification. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris.

1.1.3.15: Approach: Management and engineering shall comply with the provisions of the Management and Engineering Specification. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris. All work areas shall be kept clean and free of debris.
Health and Safety Measures:

- Workers onsite will complete a daily COVID-19 self-certification form.
- Workers onsite will be able to confirm they have been virus-symptom free for at least the past two weeks.
- Workers onsite will be able to confirm they have not had contact with anyone exhibiting symptoms in the past 2 weeks (to the best of their knowledge).
- If a worker onsite feels ill during the day, they will leave the site immediately.
- Wear a face mask or covering at all times.
- No handshaking.
- Have workers wash hands often with soap for at least 20 seconds or use an alcohol-based hand sanitizer with at least 60% ethanol or 70% isopropanol.
- Restrict access to the field office or trailer to only authorized personnel.
- Avoid face to face meetings as much as possible. When face to face meetings are required, the discussion shall follow social distancing. Do not convene face to face meetings of more than 10 people.
- Conduct all individual work crew meetings / tailgate talks outside and follow social distancing.
- Keep crews a minimum of 6’ apart, to the maximum extent possible, to reduce the potential of cross contamination. If not possible, make sure each worker has personal protection equipment.
- Workers will be encouraged to avoid touching eyes, nose, and mouth with their hands.
- Limit multi-person activities, as much as feasible.
COVID -19 DAILY PRE-WORK SELF CERTIFICATION

Date:__________________

Project Name:_______________________________________

Company Name:_____________________________________

Employee Name:_____________________________________

Please check each box below acknowledging the above named employee is in conformance with COVID 19 Guidelines and procedures distributed by the Commonwealth of Massachusetts prior to the start of any shift. This document can be made available upon request. Please read the project Safety Plan specific to COVID 19 prior to starting work on any project.

☐ Prior to start of shift each employee will self-certify to their supervisor that they have no signs of a fever or a measured temperature above 100.3 degrees or greater.

☐ No Coughing within the past 24 hour.

☐ No trouble breathing within the past 24 hours.

☐ No close contact with an individual diagnosed with COVID 19.

"Close Contact" means living in the same household as a person who has tested positive for COVID 19, caring for a person who has tested positive for COVID19, being within 6' of a person who has tested positive for COVID19 for about 15 minutes, or coming in direct contact with secretions (e.g., sharing utensils, being coughed on) from a person who has tested positive for COVID19, while that person was symptomatic.

☐ Have not been asked to self-isolate or quarantine by a doctor or local public health official.

☐ Acknowledge that a "No Congregation" policy is in effect requiring all employees to maintain 6'0" from each individual person.

☐ Acknowledge that it is recommended that safety glasses be worn at all times.

☐ Task appropriate gloves must be worn at all times when on site.

☐ Acknowledgement that individual has not carpooled when arriving or leaving from the jobsite.

☐ Acknowledge COVID 19 contractor specific JHA/SSSP training.

☐ Acknowledge employee has not traveled within the last fourteen (14) days to any destination within the United States that is experiencing widespread transmission or to a Level 3 Health Notice Country as identified by the CDC (Currently fifty six (56) countries as of March 27th, 2020) If employee has questions please ask your supervisor.


If any box is not checked the employee is not allowed to work. Please return home immediately

Please sign below acknowledging acceptance to work.

Employee Signature
AGREEMENT FOR CONTRACTING SERVICES

This agreement (“the Contract”) is entered into this 2nd day of April 2021 by and between Schiefer Woodworking Inc (“Contractor”), a corporation with a principal address of 1256 Main Street, Waltham, MA 02451 and Meg and Seth Abramowitz (“Client”), whose primary address is 21 Thomas Street, Jamaica Plain, MA 02130. Client owns the property located at 21 Thomas Street, Jamaica Plain, MA 02130 (“the Premises”). Contractor is a Massachusetts registered Home Improvement Contractor, Registration # 192833, and a licensed Massachusetts Construction Supervisor, License # CS 106390, in good standing with the Commonwealth of Massachusetts. Client has asked Contractor to perform certain restoration and/or renovation services on the Premises and Contractor has agreed to perform these services. This Contract, being executed by the parties on this same date, sets forth numerous terms and conditions of the parties’ agreement relative to subject restoration or renovation services.

I. SCOPE OF WORK

The parties agree that Contractor shall perform the following work subject to the terms and conditions of this Contract and the parties’ Agreement: Client agrees to the Price of One Hundred Fifty-Three Thousand Nine Hundred Fifty and 00/100 Dollars ($153,950.00) for work described in proposal from Schiefer Woodworking and in provided plans by: Helios Design Group dated March 26th, 2021 (“Plans”). Change orders, mutually agreed upon by the Client and the Contractor, will impact the scope of work and price mentioned above, and must be in writing and signed by all parties

Materials:

As of the date this Contract is executed, Contractor intends to use the following materials in performance of the work: See Architectural plans from Helios Design Group dated March 26th, 2021 and proposal from Schiefer Woodworking dated March 3rd, 2021 and attached to this agreement which together constitute the Work.
Involved Salespersons:

The following salespersons were involved in this transaction: Timothy Schiefer, Principal of Schiefer Woodworking Inc

II. PAYMENT

In consideration of Contractor’s performance of the Work, Client agrees to pay Contractor as the Work is completed, or partially completed, and billed to the Client. Client will initially be billed for 7% of the total project price as a deposit. Thereafter, Client will be billed every 3-5 weeks using the Expenditure Schedule attached to this document as Appendix B. At each billing, Contractor will discount bill amount by 7% so as to return the deposit to the Client over the course of the project.

Late Payments:

If any payment is not made within 10 business days of invoicing, as required in this Section, Contractor may suspend work until such payment is made. Any past due payments will be subject to an 18% annual finance charge (1.5% per month) beginning with the 15th day the payment is past due.

III. TIME OF PERFORMANCE

The Work shall be started on or about June 2021 and completed on or about October 2021. Changes to the Work specified in Clause I, agreed upon by the Contractor and the Client, will change the amount of time required for project completion. Contractor shall not be responsible to Client for any damages or losses allegedly caused by any delay in the performance of the specified work. In the event that there is a delay in work due to a government agency, weather conditions, change orders, Client delays, acts of war, acts of terrorism or acts of God, the date the Work shall be completed shall be extended accordingly. Changes to the Work specified in Clause I, agreed upon by the Contractor and the Client, shall extend the date of completion of the Work accordingly. Unforeseen circumstances created
by existing conditions or by the local department of inspectional services shall extend the date of completion of the Work accordingly.

IV. COMPLETION OF WORK

The Work shall be considered Substantially Complete when all of the following conditions are satisfied:

1) Approval by Client that the Work is Substantially Complete and was performed in a good workmanlike manner using new and first quality materials, provided that Client's approval shall not be unreasonably withheld.
2) Final inspections have begun.

V. PUNCHLIST

After the Work is Substantially Complete, a punch list will be created by the Client and approved by the Contractor. Upon approval, Contractor will be given adequate time to address items on the punch list but in no event more than sixty (60) days unless prevented due to back order of materials. Upon completion of the punch list final payment will be made.

VI. CHANGE ORDERS

This Contract, including the provisions relating to price and payment schedule, cannot be modified or amended except by a written Change Order signed by both Contractor and Client or via email. Any additional work not included in Section I of this Contract (“Scope of Work”) will be presented as a written Change Order or communicated via email. Change Orders may be due to Client’s request or to hidden or unforeseen conditions discovered by Contractor. In any case, work will not commence until a signature or written authorization is obtained from the Client or Client’s representative. All Change Orders are considered amendments to this Contract and are subject to all terms and conditions of this Contract unless otherwise stated on the Change Order. Work will be done at a rate of $95 per man hour plus materials costs with a 20% mark up unless specified otherwise in the Change Order.
VII. PERMITS

It shall be Contractor’s obligation to obtain any and all necessary construction-related permits related to the Work. Contractor shall not be responsible for delays in the Work where such delays arise from the inaction, inefficiency, mistakes or negligence of any government agency, regulatory body, or other permit authority or any employees or agents thereof.

Note: Clients who secure their own construction related permits or deal with unregistered contractors shall be excluded from the Massachusetts Guarantee Fund which provides reimbursement for damages suffered by homeowners because of a contractor’s acts or omissions.

VIII. INSURANCE

Contractor provides insurance to protect the Client against injuries to Contractor’s employees and subcontractors during the performance of the Work. Contractor shall furnish Client with certificates of such insurance upon request.

However, Client shall be solely responsible for ensuring adequate insurance coverage or other protection for subcontractors or other workers hired, retained or provided directly by Client. Client agrees to indemnify and hold Contractor harmless from any and all claims, damages and liabilities arising from injury to such other subcontractors or workers.

IX. WARRANTIES AND WORKMANSHIP

A. Workmanship

Contractor will complete the Work in a substantial and good workmanlike manner according to standard practices prevalent in Contractor's trade and in accordance with all state and local codes.

B. Repair or Replacement by Contractor

Contractor agrees to repair or replace, at its option, any substantial
defects in workmanship or materials supplied by Contractor for a period of one year from date of Substantial Completion, with the one year commencing on punch list items on the date each is completed. This warranty shall survive any inspection performed in connection with the Work. The warranty shall not apply to damages or defects arising from normal wear and tear under normal usage, nor to damages or defects arising from Client’s neglect or other failure to properly use and maintain and portion of the Work.

C. Client’s Duty to Notify Contractor of Complaints or Dissatisfaction

Contractor wants Client to be completely satisfied with all aspects of the Work. However, such satisfaction requires that Client notify Contractor in a timely manner of any complaints, concerns, or dissatisfaction with the Work. Thus, Client agrees to promptly notify Contractor of any complaint, concern, or dissatisfaction with the Work.

D. Client Obligation to Allow Contractor Right to Remedy

Client agrees to allow Contractor, whenever practicable, a reasonable opportunity of 30 days to make any corrections and modifications to the Work necessary to achieve compliance with applicable laws, regulations, ordinances and codes, as well as with any warranties, and also to achieve Client’s complete satisfaction. If Client does not provide Contractor such reasonable opportunity, then Contractor shall not be liable to Client for any damages suffered by Client -- including but not limited to damages for breach of contract -- that arise out of any aspect of the Work for which Client did not provide Contractor such reasonable opportunity.

E. No Warranty Where Contractor Lacks Complete Control

Notwithstanding any other provisions of this Contract, Contractor does not warranty or otherwise guarantee the quality of any work where Contractor did not have full control of the purchasing, delivering, and installation of materials. Further, Contractor does not warrant or otherwise guarantee the quality of any work performed by persons or entities other than Contractor’s employees or subcontractors.
F. Warranties for Contractor Supplied Equipment

All warranties for equipment supplied by the Contractor under this Agreement shall be those given by the manufacturers of such equipment, which shall be and are hereby passed through directly to the Client. Contractor warrants that such equipment was installed based on manufacturer’s specifications. Under such manufacturers’ warranties, Client may be required to register or mail in a warranty card or other evidence of ownership and use of such equipment in order to activate such warranties. Client’s failure to mail in or register such documentation, which failure voids or otherwise limits the manufacturer’s warranty, shall not create any responsibility for the Contractor to warranty such equipment.

G. Client-Supplied Materials

Contractor will bill Client for any Client-supplied materials which Contractor installs but which need to be replaced or repaired for any reason. In addition, Client agrees to hold Contractor harmless for any damage to the Premises caused by faulty or defective materials provided by Client. Client shall be solely responsible for such damage.

X. SUBCONTRACTING

Those portions of the Work that Contractor does not customarily perform with its own personnel shall be performed under subcontracts or by other appropriate agreements with Contractor. Contractor agrees that, notwithstanding any agreement for materials and/or labor between Contractor and a third party, Contractor is responsible to Client for completion of all work described in a timely and workmanlike manner.

Client agrees that the direct supervision of the workers, including subcontractors, unless hired by the Client, rests exclusively with Contractor. Contractor agrees to be on site for all inspections and for the majority of time that Work is being performed. In addition, Client agrees not to issue any instructions to such workers regarding performance of the work. Client further agrees not to interfere in any way with Contractor’s relationship with its subcontractors or other workers.
*Please note that Contractor does not warranty or otherwise guarantee the quality of any work performed by persons or entities other than Contractor’s employees or subcontractors.

XI. **HOME IMPROVEMENT CONTRACTOR REGISTRATION**

Unless specifically exempt from registration by provisions of Chapter 142a of the General Laws, all Massachusetts home improvement contractors and subcontractors engaged in home improvement contracting must be registered with the Commonwealth of Massachusetts.

Inquiries about registration and status should be made to:

**Office of Consumer Affairs and Business Regulation**
Ten Park Plaza, Suite 5170
Boston, MA 02116
(617) 973-8700

*Clients who deal with unregistered contractors shall be excluded from the Massachusetts Guarantee Fund which provides reimbursement for damages suffered by homeowners because of a contractor’s acts or omissions.*

Contractor’s Registration information is as follows:

*Registrant’s Name:  Timothy Schiefer (Owner Schiefer Woodworking, Inc)*

*HIC Registration Number: 172989*

*MA Construction Supervisor License Number: CS 106390*

XII. **RIGHT TO CANCEL**

Client may cancel this Contract provided that Client notifies Contractor in writing at Contractor’s main office or branch by mail, facsimile, electronic mail or hand delivery received not later than midnight of the third business day following the signing of this Contract.
Client may also cancel this Contract without penalties if work is substantially delayed without reasonable cause, or if Contractor is unable or unwilling to complete the work on schedule, or if quality of work is poor. Delays directly caused by Client's failure to choose materials, appliances, or make other work-related decisions, shall not constitute a reason for cancellation. The parties shall make a good faith effort to resolve disputes prior to cancellation.

In case of cancellation, Client agrees to pay Contractor for all work performed to date, and materials ordered or delivered.

**XIII. DISPUTE RESOLUTION**

If any dispute arises under the terms of this agreement, the parties agree to select a mutually agreeable neutral third party to help them mediate it. If an agreeable third party cannot be found, or if mediation is deemed unsuccessful, the parties agree that the dispute shall be directly submitted to binding arbitration under the rules issued by the American Arbitration Association. The decision of the arbitrator shall be final.

**XIV. ADDITIONAL TERMS AND CONDITIONS – Please Read**

**A. Client Signing of Satisfaction Statement When Work Complete**

Client agrees, upon completion of the Work according to the terms of this Contract and to Client’s complete satisfaction, to sign a statement provided by Contractor stating that the work has, in fact, been completed according to the terms of the Contract and to Client’s complete satisfaction.

**B. Matching Existing Finishes and Materials**

Contractor shall use its best efforts to match existing finishes and materials. However, due to factors beyond Contractor’s control, Contractor does not guarantee an exact match. These factors include, but are not limited to, discoloration from aging; differences in dye lots; and the difficulty of precisely matching certain finishes, colors, and surfaces.
C. **Photography**

Contractor may photograph the project before, during, and after construction for public relations and marketing documents. Contractor shall maintain Client’s anonymity in photographs. The photographs shall be the sole property of Contractor.

D. **Non-Binding Items**

Any specifications, drawings, letters, pricing, or conversation between Client and Contractor prior to acceptance of this Contract and not referenced herein, are to be used as guides only and are not binding upon Contractor, unless formally agreed upon between contractor and client (e.g. via change order, email acknowledgement, contractor project website).

E. **Indemnification**

Client and Contractor each agree to indemnify and hold the other harmless, as well as their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney’s fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party’s negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Client and Contractor, they shall be borne by each party in proportion to its negligence.

F. **Force Majeure – Matters Beyond Parties’ Control**

Neither party shall be deemed in breach of this Contract to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
G. Hazardous Materials

It is the responsibility of the Contractor to report any hazardous materials or potentially dangerous work environments existing or produced on any job site. Contractor will notify Client of any dangerous materials or conditions. Client will have 48 hours to respond. Contractor is not responsible for the removal/abatement of hazardous materials unless contracted to do so. All expenses, delays in production and fines (if applicable) are the sole responsibility of the Client.

H. Amendments

This Contract may be modified or amended only by a subsequent writing executed by the parties or their designated agents or representatives.

I. Waiver

If either party fails to enforce or attempt to enforce any term or condition of this Contract, or otherwise allows a breach to occur without attempt at remediation, such failure to act shall not be construed as a waiver by that party of any of that party’s rights or benefits under this Contract. Neither party shall be deemed to have waived any rights or benefits under this Contract unless such waiver is made in a writing executed by the party, or by the party’s authorized agent or representative, and which specifically refers to this Contract.

J. Applicable Law

This Contract is subject to and shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts in all respects. Likewise, any and all disputes arising out of this Contract shall also be subject to and governed by the laws of the Commonwealth of Massachusetts in all respects (and without regard to conflict of law principles).
K. **Severability**

If any portion of this Contract is adjudged to be invalid, against public policy, or otherwise unenforceable, such ruling shall not invalidate or otherwise render unenforceable any other provision(s) of this Contract not so adjudged.

L. **Copy of Agreement to be Given to Client**

This Contract is governed by the laws of the Commonwealth of Massachusetts. Pursuant to Massachusetts law, the Agreement must be executed in duplicate, and an original signed copy must be given to Client at the time of execution. No work under the Agreement shall begin before the Agreement has been signed and Client has received an original signed copy.

M. **Acceptance of Contract**

Client is hereby advised not to sign this Contract unless and until all blank sections have been filled in or marked as void, deleted or not applicable and until all exhibits and documents referenced herein (if any) are attached hereto.
Client’s Signature: ____________________________ Date: ______

Print: ________________________________

Contractor, Schiefer Woodworking, Inc.: ____________________________ Date: ______

By it’s President, Timothy E. Schiefer
Appendix A
### Schiefer Woodworking

**Schiefer Woodworking, Inc.**  
1256 Main St • Waltham, MA 02451 • Phone: (617) 610-3861

Meg Abramowitz  
21 Thomas St  
Jamaica Plain, MA

**Print-date:** 4-1-2021

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#### Price Breakdown

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Qty / Unit</th>
<th>Unit Price</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1010 -</td>
<td>Permits and Fees: Aquire all necessary permits</td>
<td>1</td>
<td>2,124.00</td>
<td>$2,124.00</td>
</tr>
<tr>
<td>1130 -</td>
<td>Engineering: By other</td>
<td>1</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1150 -</td>
<td>Supervision/Management: Stand for all inspections, supervise subs, manage</td>
<td>1</td>
<td>10,000.00</td>
<td>$10,000.00</td>
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<tr>
<td></td>
<td>schedule and budget.</td>
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<tr>
<td>1160 -</td>
<td>Clean-up / Set-up / Organize: Daily site prep</td>
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<td>2,000.00</td>
<td>$2,000.00</td>
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<td>1170 -</td>
<td>Materials Handling (On/Off-Site): Materials runs, loading and unloading</td>
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<td>2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>1200 -</td>
<td>Site Protection: Protect floors and non construction areas from damage</td>
<td>1</td>
<td>1,536.00</td>
<td>$1,536.00</td>
</tr>
<tr>
<td>1300 -</td>
<td>Demolition: Demo existing master bath</td>
<td>1</td>
<td>5,000.00</td>
<td>$5,000.00</td>
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<tr>
<td>1350 -</td>
<td>Debris Removal/Dumpster: Allow for two 20 yard dumpsters</td>
<td>2</td>
<td>767.00</td>
<td>$1,534.00</td>
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<td>3150 -</td>
<td>Materials (Interior/Exterior): Framing material, plywood, flat stock,</td>
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<td>14,160.00</td>
<td>$14,160.00</td>
</tr>
<tr>
<td></td>
<td>trim, sealants, fasteners, etc.</td>
<td></td>
<td></td>
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<tr>
<td>3220 -</td>
<td>Interior Carpentry/Finished Trim (Labor): Framing, blocking, strapping,</td>
<td>1</td>
<td>18,000.00</td>
<td>$18,000.00</td>
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<tr>
<td></td>
<td>layout, trim work, hardware installation, cabinet installation, etc.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>3300 -</td>
<td>Doors/Windows Installation and Repair: Allow for new door and window</td>
<td>1</td>
<td>2,032.00</td>
<td>$2,032.00</td>
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<tr>
<td></td>
<td>installation</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>3310 -</td>
<td>Doors (Materials): Allow for one new door to bathroom</td>
<td>1</td>
<td>708.00</td>
<td>$708.00</td>
</tr>
<tr>
<td>3320 -</td>
<td>Windows (Materials): Allow for 3 new windows</td>
<td>1</td>
<td>2,832.00</td>
<td>$2,832.00</td>
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<tr>
<td>3500 -</td>
<td>Custom Cabinetry Fabrication: Allow for two custom vanities</td>
<td>1</td>
<td>10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>3610 -</td>
<td>HVAC (Heating and Cooling): Heated floor in tile number</td>
<td>1</td>
<td>0.00</td>
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<tr>
<td>3720 -</td>
<td>Plumbing: Allowance: new shower, toilet, two vanities and tub.</td>
<td>1</td>
<td>15,340.00</td>
<td>$15,340.00</td>
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<table>
<thead>
<tr>
<th>Description</th>
<th>Allowance</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3726 - Plumbing Fixtures</td>
<td>Shower fixtures, toilets, tub and faucets, sinks and faucets, hardware. To be purchase by other</td>
<td>1</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>3810 - Electrical</td>
<td>for bathroom(s)</td>
<td>1</td>
<td>$10,030.00</td>
<td>$10,030.00</td>
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<tr>
<td>3815 - Electrical fixtures</td>
<td>By other</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>3900 - Insulation</td>
<td></td>
<td>1</td>
<td>$4,720.00</td>
<td>$4,720.00</td>
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<tr>
<td>5100 - Board and Plaster</td>
<td>New walls and ceilings where necessary</td>
<td>1</td>
<td>$6,490.00</td>
<td>$6,490.00</td>
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<tr>
<td>5300 - Painting—interior</td>
<td>Prep, prime and paint new baths and affected areas</td>
<td>1</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
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<tr>
<td>5450 - Countertops</td>
<td>stone for vanities, shower curbing</td>
<td>1</td>
<td>$4,720.00</td>
<td>$4,720.00</td>
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<tr>
<td>5510 - Tile</td>
<td>for bathrooms and floor heat</td>
<td>1</td>
<td>$16,520.00</td>
<td>$16,520.00</td>
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<tr>
<td>5515 - Tile Materials (Ceramic Tiles, Grout, etc)</td>
<td>Misc tiles</td>
<td>1</td>
<td>$4,720.00</td>
<td>$4,720.00</td>
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<td>5610 - Hardware (Doors, Bathroom and Cabinetry)</td>
<td>by other</td>
<td>1</td>
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<td>5620 - Shower doors and Mirrors</td>
<td>glass doors</td>
<td>1</td>
<td>$4,484.00</td>
<td>$4,484.00</td>
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**Total Price:** $153,950.00

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Signature

________________________________________

Print Name:

________________________________________

Date:

________________________________________
Appendix B
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<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
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<td>Work Completed</td>
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<td>Scheduled Cost</td>
<td>From Previous Application (D+E)</td>
<td>This Period</td>
<td>Materials Stored (Not in D or E)</td>
<td>Total Completed (D+E+F)</td>
<td>% Complete (G/C)</td>
<td>Balance to Finish (C-G)</td>
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<td>2</td>
<td>1130 - Engineering</td>
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<td>1300 - Demolition</td>
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<td>1850 - Insulation</td>
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<td>21</td>
<td>2100 - Board and Plaster</td>
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<td>2250 - Painting - Interior</td>
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<td>5450 - Countertops</td>
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<tr>
<td>24</td>
<td>5610 - Tile</td>
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<td>25</td>
<td>5615 - Tile Materials (Ceramic Tiles, Grout, etc)</td>
<td>$4,720.00</td>
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<tr>
<td>26</td>
<td>5610 - Hardwoods (Doors, Bathroom and Cabinetry)</td>
<td>$0.00</td>
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<td>27</td>
<td>5620 - Shower doors and Mirrors</td>
<td>$4,484.00</td>
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**Grand Totals**: $153,950.00

**Amount Billed This Period**: $0.00
Client’s Signature: [Signature] Date: 4/2/21

Print: Margaret Abramowitz

Contractor, Schiefer Woodworking, Inc.: 

_________________________ Date: ____________

By it’s President, Timothy E. Schiefer
COVID-19 Safety Plan - Compliance Affidavit

The undersigned Permittee ("Contractor") certifies the following under the pains and penalties of perjury:

The Contractor hereby acknowledges the City's concerns regarding safety at the Project worksite due to the COVID-19 pandemic. The Contractor agrees that it shall conduct its operations in strict compliance with all applicable regulations, guidelines, and requirements imposed by the Center for Disease Control ("CDC"), Occupational Safety and Health Administration ("OSHA"), and that it will comply with the Commonwealth of Massachusetts COVID-19 Guidelines and Procedures for All Construction Sites and Workers at All Public Work, as well as Industry Best Practices involving COVID-19 construction safety.

The Contractor understands that it is the Contractor's responsibility to develop, maintain, and follow a written project-specific COVID-19 Safety Plan specifying how it will meet its obligations. The Contractor understands that the City's Covid-19 Construction Site Best Practices Worksheet, attached hereto as Exhibit A, is a sampling of the CDC, OSHA, Commonwealth of Massachusetts, and industry best practices to help address potential project hazards due to COVID-19. The Contractor also understands that the City provided Exhibit A merely as a baseline for the Utility to reference when crafting the Utility's own project-specific COVID-19 Safety Plan. The Contractor acknowledges that it is also responsible for consulting with guidance provided by the CDC, OSHA, Commonwealth of Massachusetts, and Industry Best Practices when crafting its COVID-19 Safety Plans.

The Contractor certifies that it has created and implemented a COVID-19 Safety Plan for the site subject to this permit that complies with, and will satisfy, all regulations, guidelines, and requirements imposed by the CDC, OSHA, and the Commonwealth of Massachusetts COVID-19 Guidelines and Procedures for All Construction Sites and Workers at All Public Work that are applicable to the site. Specifically, the Contractor certifies that the COVID-19 Safety Plan for this site achieves each of the Best Practices listed in Exhibit A, or that the plan specifies why a listed Best Practice is not applicable to the job site. The Contractor also certifies that each Subcontractor, Sub-subcontractor, and other parties that will perform work on the Project worksite will also comply and will satisfy these requirements.

The Contractor agrees that the COVID-19 Safety Plan shall be in place and submitted to ISD or Public Works before any work may begin. The Contractor agrees to provide their COVID-19 Safety Plan to any City Inspector, and all workers, on-site. The Contractor understands that the City's acceptance of the Contractor's COVID-19 Safety Plan is not an explicit or implied approval of the measures taken to combat the COVID-19 pandemic by the Contractor.

The Contractor acknowledges and agrees that non-compliance with any of the requirements above, including failure to abide by its own COVID-19 Safety Plan, may result in suspension or termination of work in progress or revocation of the City's permit for such work; provided, however that the City reserves the right to allow the Contractor the opportunity to immediately correct or cure violations prior to the City issuing a suspension or termination of work in progress or revocation of the City's permit for such work.

Signature of Authorized Representative

Dan Johnson

Type/Print Name of Contractor

Schiefer Woodworking, Inc

5/18/2020

Type/Print Representative’s Name

Dan Johnson

Date

Type/Print Title and Contact Info

dan@schieferwoodworking.com
## Certificate of Liability Insurance

**SCHIWOO-01**

**Date (MM/DD/YYYY):** 1/4/2021

**Producer:** Armfield, Harrison & Thomas, LLC  
458 South Ave.  
Whitman, MA 02382

**Insured:** Schiefer Woodworking Inc.  
1256 Main Street  
Waltham, MA 02451

**Contact:** Christine Costa  
PHONE: (781) 447-5531  
FAX: (781) 447-7230  
E-MAIL ADDRESS: ccosta@ahlins.com

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### Insurer Affording Coverage

<table>
<thead>
<tr>
<th>Insurer</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>NGM Insurance Company</td>
<td>14788</td>
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<tr>
<td>AmGUARD Insurance Company</td>
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### Coverages

**Certificate Number:**  
**Revision Number:**

**This Is to Certify that the Policies of Insurance Listed Below Have Been Issued to the Insured Named Above for the Policy Period Indicated. Notwithstanding any Requirement, Term or Condition of Any Contract or Other Document with Respect to Which This Certificate May Be Issued or May Pertain, the Insurance Afforded by the Policies Described Herein Is Subject to All the Terms, Exclusions and Conditions of Such Policies. Limits Shown May Have Been Reduced by Paid Claims.**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits</th>
<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
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</thead>
</table>
| **A** Commercial General Liability | Each Occurrence: $2,000,000  
Damage to Rented Premises (EA occurrence): $500,000  
Medical Expense (Any one person): $10,000  
Personal & ADV Injury: $2,000,000  
General Aggregate: $4,000,000  
Products - Comp/Op Agg: $4,000,000 | MPP8773U | 7/2/2020 | 7/2/2021 |
| **B** Automobile Liability | Combined Single Limit (EA accident): $1,000,000  
Bodily Injury (Per person): $ | M1P8773U | 7/2/2020 | 7/2/2021 |
| **C** Workers Compensation and Employers Liability | Each Accident: $1,000,000  
E.L. Disease - EA Employee: $1,000,000  
E.L. Disease - Policy Limit: $1,000,000 | SCWC171008 | 12/31/2020 | 12/31/2021 |

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**Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

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**Certificate Holder Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
RATING INFORMATION

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<tr>
<th>EFF DATE</th>
<th>EXP DATE</th>
<th>FACTOR</th>
<th>ARAP</th>
<th>RATING RESULT</th>
<th>RATING STATUS</th>
<th>STATUS DATE</th>
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<td>12/31/18</td>
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<td>CAL</td>
<td>ISS</td>
<td>07/25/2018</td>
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RATING TYPE KEY
N : Normal
C : Contingent (missing USR data)
P : Preliminary (pending rate revision)
B : Both Preliminary and Contingent

RATING RESULT KEY
DNQ : Did not qualify
MER : Merit Rating
CAL : Experience rating mod or ARAP was calculated
ENT : Entered Manually

RATING STATUS KEY
ISS : Issued
NCC : No Current Coverage

As of Tuesday, May 31, 2011 - Interstate Ratings are no longer available from this site. Interstate Ratings and Massachusetts ARAP factors associated with interstate Ratings are available from NCCI.