



TREE IN QUESTION HAS BECOME OVERGROWN - ROOT SYSTEM IS CAUSING THE RETAINING WALL AT THE GARDEN LEVEL UNIT'S ENTRY STEPS TO COLLAPSE. THIS POSES AN INCREASING LIFE SAFETY ISSUE AND REPRESENTS CONTINUED DAMAGE TO THE BUILDING'S FOUNDATION IF NOT ADDRESSED.



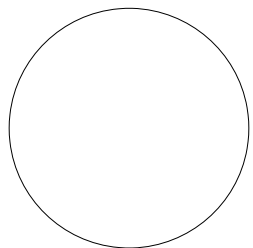
VIEW FROM SIDEWALK
RETAINING WALL COLLAPSE CAUSED BY
OVERGROWN TREE ROOT SYSTEM



VIEW FROM BELOW (GARDEN LEVEL ENTRY)
RETAINING WALL COLLAPSE CAUSED BY
OVERGROWN TREE ROOT SYSTEM



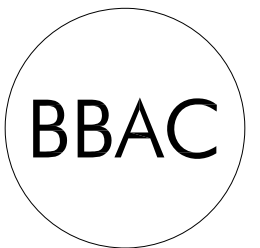
VIEW FROM BELOW (GARDEN LEVEL ENTRY)
RETAINING WALL COLLAPSE / BUILDING
FOUNDATION DAMAGE CAUSED BY
OVERGROWN TREE ROOT SYSTEM



204 BEACON STREET
BOSTON, MA 02116

EXISTING CONDITIONS PHOTOS

APRIL 2, 2025
NOT TO SCALE





Engineering Solutions, LLC
(561) 866-5552
Info@ES-Engineers.com

August 20, 2024

Boston Inspectional Services Department
Building Department
1010 Massachusetts Ave #5
Boston, MA 02118

RE: 204 Beacon Street – Letter of Incompliance
204 Beacon Street
Boston, MA 02116

To Whom It May Concern,

I, Mark Lisek MA PE #56923, was hired as a consultant of the 204 Beacon Street condominium board, to determine the structural adequacy of an existing entry stairway retaining wall to a unit of an existing 5-story building located at 204 Beacon Street in Boston, MA 02110.

The current stairway path varies in width from 32" to 27" (see Image 1 and Image 2). In some cases, there is a 2" deviation between courses of granite blocks (see Image 3). This indicates that movement is apparent between the courses, likely due to degradation in the mortar between courses combined with excessive lateral forces from the retained soil. The lateral pressure of the saturated soil and the roots of the overgrown pear tree within the adjacent garden area have shifted segments of the wall to a degree where bowing is visible and causing an unsafe egress condition (see Image 4 and Image 5). Our team recommends removing the adjacent soil, along with replacing the tree, and installing a structural concrete retaining wall with steel reinforcement to withstand the lateral pressure. If the board or client prefers the styling of the granite blocks, then granite blocks or equivalent can be installed as a facade on the face of the wall closest to the stairway area. The current retaining wall also appears to be separating from the exterior wall system (see Image 6). The proposed retaining wall can be designed to appropriately fasten to the existing exterior wall system.



Image 1: Segment with a 32" Width



Image 2: Segment with a 27" Width





Image 3: 2" Deviation Between Granite Block Courses

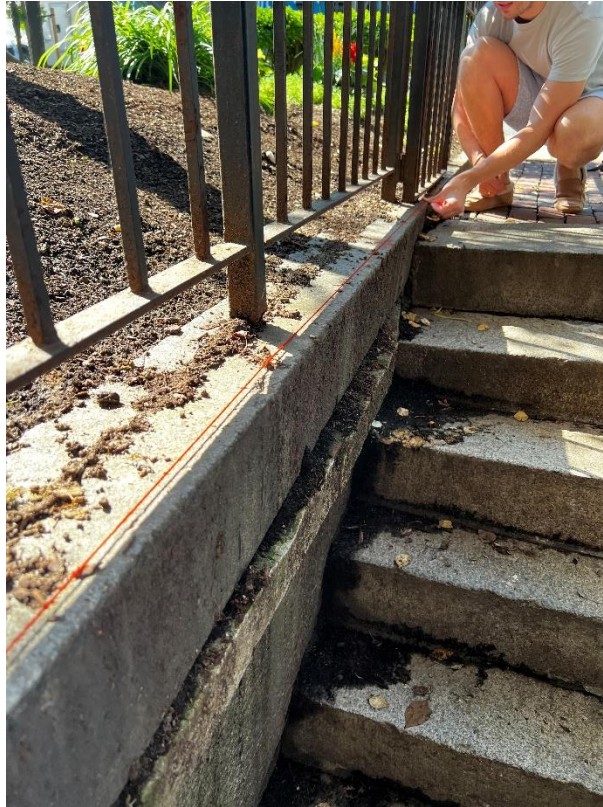


Image 4: Bowing Identified Through Use of Chalk Line





Image 5: Bowing Visible from Upper Segment of Stair Landing

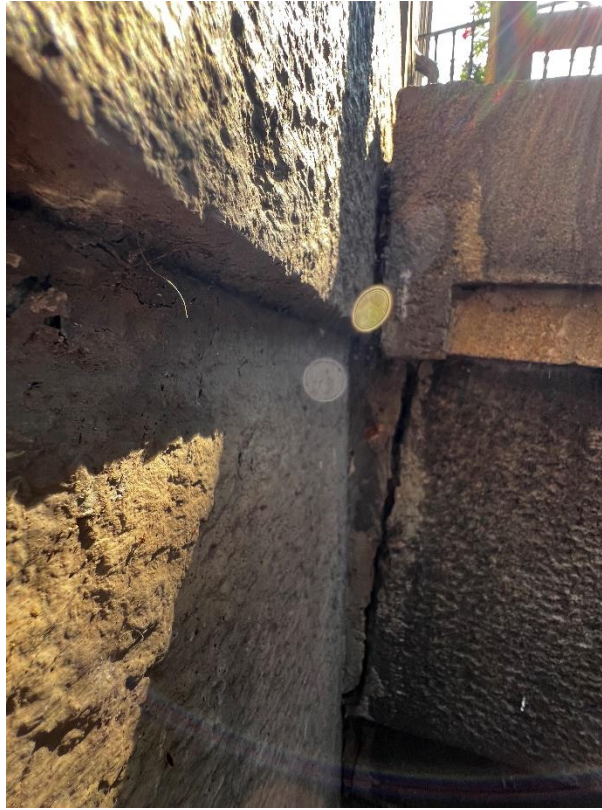


Image 6: Retaining Wall Separating from Exterior Wall

The exterior wall's rubble foundation system appears to have degraded mortar as well (see Image 7), which has allowed for moisture intrusion and has already led to mold infiltration within the vicinity due to the ongoing moisture exposure. Once the soil in the garden area is removed, we recommend that a mason investigates the current condition of the rubble foundation system in direct contact with the soil region to likely repoint the mortar between the rubble segments to mitigate moisture intrusion.



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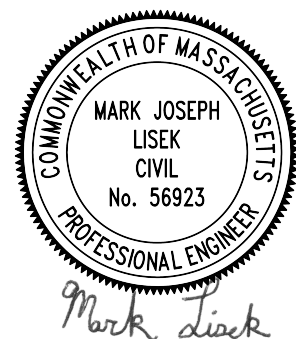


Image 7: Moisture and Dampness Found on Inner Face of Basement Rubble Wall

If further deficiencies or concerns are discovered along the way, the board can contact Engineering Solutions to provide further investigations to determine the cause. Loading criteria per the latest Massachusetts 780 CMR Building Code (9th Edition) was considered within this letter. Should you have any questions or require further clarification, please do not hesitate to contact me.

Sincerely,

Mark Lisek, MA PE #56923
Principal – Engineering Solutions, LLC
244 Grove St., Kingston, MA 02364
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Client	6/17/2024
204 Beacon St John Koliverio 204 Beacon St Boston, MA 02116-1331	Proposal #: 20059965-1718630008 Account #: Email: johnkoliverio@gmail.com

Tree Care	Service Period	Price	Tax	Total
<input type="checkbox"/> Tree Removal	Jul - Aug	\$3,478.00		\$3,478.00
Take down and remove the approximately 11" diameter Pear tree located at the front of the property. Take away all wood and debris and cut the stump as low as possible. *Stump grinding is available for an additional charge.*				
Grind the Pear stump located at the front of the property. Using equipment grind the stump 6-12" below grade, remove excess grindings only.				
We cannot be responsible for any irrigation or low voltage power lines damaged during the grinding unless they are flagged prior to our arrival.\				
Remove as much excess soil from the planting bed as possible to bring the soil grade down.				
Labor:\$3,408.00 Recycling Fee:\$70.00				

☐ Yes, please schedule the services marked above.

ACCEPTANCE OF PROPOSAL:The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.



Tyler Ledin

Tyler Ledin

Authorization

Date

Client Guarantee

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

Tree Care

PRUNING: Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

TREE REMOVAL: Removal to within 6" of ground level and cleanup of debris.

STUMP REMOVAL: Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

CLEAN-UP: Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

CABLING/BRACING: Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

Tree and Shrub Fertilization/SoilCare

Your arborist will assess your property's overall soil conditions either through physical assessment or through soil testing and will recommend a soil management program to help the soil become a better medium to enable healthy plants to thrive or unhealthy plants to regain their vitality. SoilCare programs will include fertilizers, organic humates, fish emulsions and other organic soil conditioners.

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, and healthier foliage.

Tree and Shrub Plant Health Care

PRESCRIPTION PEST MANAGEMENT: Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.

INSECT MANAGEMENT: Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

DISEASE MANAGEMENT: Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed.

EPA approved materials will be applied in accordance with State and Federal regulations.

Lawn Care

FERTILIZER AND MECHANICAL SERVICES: Balanced fertilizer treatments applied throughout the growing season help provide greener turf color and denser root development. To help bring about a better response to these applications, we also provide aerification, lime, overseeding, and lawn renovation.

WEED CONTROL AND PEST MANAGEMENT: Broadleaf weed control is applied either as a broadcast or a spot treatment. Granular weed management may be broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a post emergent application later in the year. Our surface insect management is timed to reduce chinch bugs, sod webworms, and billbugs. We also offer a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

Other Terms and Contract Conditions

INSURANCE: Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

WORKING WITH LIVING THINGS: As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge.

TREE CARE STANDARDS: All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

OWNERSHIP OF TREES/PROPERTY: Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

TIME & MATERIAL (T&M): Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

BILLING & SALES TAX: All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction. Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

PAYMENT: We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

UNDERGROUND PROPERTY: We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.