



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Director of Planning and Urban Development
Penny St. Louis Littell

October 15, 2008

Bob Morin
CRM Construction Service, Inc.
94 Washington Street
Auburn, ME 04210
207.650.7860

CBL: 030 H008001
Located at 39 Portland Pier

Certified Mail #7003 3110 0002 6063 6602

Dear Mr. Morin,

On 14 Oct, 2008, Penny Littell and I met with you to discuss our concerns regarding the status and supporting structural integrity of the property located at 39 Portland Pier, currently owned by Daniel Lilley. As a result of our meeting, Penny and I agreed it would be necessary to obtain structural analysis of the pier that is currently supporting the building. This analysis should be obtained through Daniel Lilley.

This analysis was made a requirement of permit # 08-1075, issued on 28 Aug, 2008. The determination was based on our visual observations, and is required with or without the issuance of permit #08-1075.

Please refer to Section 3410.4.1 "structural analysis" of the IBC 2003 Code.

At your request, the City of Portland is granting a 21 day extension of time for submission, the extension will expire 4 Nov, 2008.

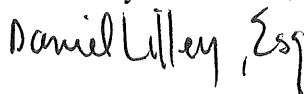
Thank you for your cooperation with this matter. Please feel free to contact me if you wish to discuss the matter or have any questions.


Christopher Hanson

City of Portland
Code Enforcement Officer, Plan Reviewer.

cc: Penny St. Louis Littell

~~Dan Lilley~~


Daniel Lilley, Esq.

DANIEL G. LILLEY LAW OFFICES, P.A.

39 PORTLAND PIER, P.O. BOX 4803, PORTLAND, MAINE 04112-4803

Daniel G. Lilley
Christian C. Foster
Karen E. Wolfram
Darrick X. Banda

Telephone
(207) 774-6206
Telecopier
(207) 774-2257
email: info@danlilley.com

November 3, 2008

Penny St. Louis Littell
City of Portland
389 Congress Street Room 315
Portland, ME 04101

Dear Ms. Littell:

Enclosed is a contract agreement and work scope for a structural assessment of 39 Portland Pier from Barney Baker, an engineer who has inspected the premises and will be able to start the project at the end of this month (most likely November 24th).

I trust this satisfies the city and this juncture until the project is completed.

Thank you for your cooperation.

Very Truly Yours,



Daniel G. Lilley

cc: Chris Hanson

Deanna Flanagan

From: Barney Baker [bbaker@maine.rr.com]
Sent: Saturday, November 01, 2008 5:31 PM
To: Daniel Lilley
Cc: Deanna Flanagan
Subject: 39 Portland Pier Structural Assessment
Attachments: 08046 Lilley Contract.pdf

Hi Dan,

I have attached a contract agreement and work scope for a structural assessment of the pier below your building.

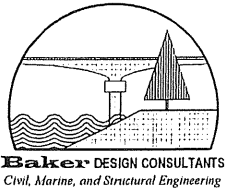
I would be able to start work and complete my report during the week of November 17.

Let me know if you have any questions.

Regards,
Barney

Barney Baker PE
Baker Design Consultants
11 Stony Brook Lane
Yarmouth, Maine 04096
(207) 846-9724
Fax (207) 846-3620
Cell (207) 838-3636

=====**CONFIDENTIALITY NOTICE:** This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient, you may not review, copy or distribute this message. If you have received this email in error, please notify the sender immediately and delete the original message. Neither the sender nor the company for which he or she works accepts any liability for any damage caused by any virus transmitted by this email.=====



Agreement for Professional Engineering Services

Engineer: Baker Design Consultants
11 Stony Brook Lane
Yarmouth, ME 04096

Client: Daniel G. Lilley
39 Portland Pier
P.O. Box 4803
Portland, ME 04112

Date: November 1, 2008

Project No. 08046

Project Name: 39 Portland Pier Structural Condition Assessment

Location: Portland, Maine

Scope of Services:

Consulting Engineering Services that include field survey and design analysis to determine the condition and load capacity of the pier structure that supports the building at 39 Portland Pier. A letter report with recommendations for any remedial action will be provided. The detailed Scope of Work and Budget Estimate are appended to this contract.

Fee Arrangement:

Work to be billed on an hourly rate basis with a fee not to exceed \$4,000 in accordance with the schedule below and the attached cost breakdown estimate. Additional work beyond this amount will not to be undertaken without pre-authorization.

Labor Rates	Principal	\$ 115.00 /Hr.	Graduate Engineer/Technician	\$ 75.00 /Hr.
	Engineer	\$ 115.00 /Hr.	Clerical	\$ 35.00 /Hr.

Direct Costs Equipment, Mileage @ \$.505/mile; Reproduction, Phone, Postage; Subconsultants + 5 %

Retainer Amount: NA

Special Conditions:

- o *The Client will be responsible for all incidental costs that relate to permitting, printing or advertising.*
- o *The Client recognizes that coastal property located on the Maine Coast may be exposed to severe storm wave conditions or ice forces that in combination or separately may lead to damage or loss and that Baker Design Consultants cannot be held responsible for such an occurrence.*

Offered by (Engineer):

(signature)

Barney J Baker, PE

(printed name/title)

Accepted by (Client):

(signature)

DAN LILLEY

(printed name/title)

11/3/08

(date)

Terms and Conditions

Engineer shall perform the services outlined in this agreement in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and the Engineer may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Access To Site

Unless otherwise stated, the Engineer will have access to the site for activities necessary for the performance of the services. The Engineer will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions and Hazardous Materials

A condition is hidden if concealed below grade, by existing finishes, or if it cannot be investigated by reasonable visual observation. If the Engineer has reason to believe that such a condition may exist, the Engineer shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the Engineer has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the Engineer shall not be responsible for the existing condition nor any resulting damages to persons or property. Engineer shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Indemnification's

The Client shall indemnify and hold harmless the Engineer and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Engineer) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the amount of the Engineer's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents

All documents produced by the Engineer under this agreement shall remain the property of the Engineer and may not be used by the Client for any other endeavor without the written consent of the Engineer.

Dispute Resolution

Any claim or dispute between the Client and the Engineer shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of the Engineer.

d. Work Not Included

The condition assessment will only be undertaken on structural elements that are exposed in the tidal window. The condition and capacity of any structural elements that extends below grade or low water (e.g. piles) will not be investigated.

Project Budget

TASK DESCRIPTION	HOUR ESTIMATE/CLASSIFICATION				TASK HOURS	% By Phase
	Project Engineer	Designer/ Technician	Word Processing			
\$RATE	\$115.00	\$75.00	\$35.00			
100 Background Data Collection						\$265
Site Meeting	1			1		7% 7%
Document Review		2		2	3	
200 Site Measurements/Condition Review						\$1,290
Plan Development	(Provided by Bob Morin)					34% 41%
Site Measurements	6	8		14	14	
300 Structure Assessment						\$2,200
Analysis	6	8		14		
Letter Report	4	2	2	8		59% 100%
Meeting	2			2	24	
600 Construction Support	Not Used					
TOTAL LABOR HOURS PER CLASSIFICATION	19	20	2	TOTAL HOURS	41	\$3,755
					41	100% 100%
						\$3,755

Direct Costs

Travel Expenses	\$57
Communication Fee (5%) (Telephone/postage/computer)	\$188
Application Fees, Advertising, Printing	
TOTAL	\$245

Subconsultants

Topographic Survey	not used
TOTAL	

SUMMARY

Classification	Hours	Rate	Cost
Project Engineer	19	115.00	\$2,185
Designer/ Technician	20	75.00	\$1,500
Word Processing	2	35.00	\$70
Total Labor Hours	41	Total Direct Labor	\$3,755
		Direct Costs	\$245

Subconsultants (+5%) _____

PROJECT TOTAL \$4,000