

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND BUILDING PERMIT

This is to certify that STEPHANIE H O'BRIEN

Located At 95 WEST ST

Job ID: 2012-08-4715-ALTR

CBL: 063- B-005-001

has permission to Repairs to report

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of the buildings and structures, and of the application on file in the department.

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

Fire Prevention Officer

Code Enforcement Officer / Plan Reviewer

THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY
PENALTY FOR REMOVING THIS CARD

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**

Required Inspections:

Close In Elec/Plmb/Frame prior to insulate or gyp

Final Inspection

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.



PORTLAND MAINE

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Director of Planning and Urban Development
Jeff Levine

Job ID: 2012-08-4715-ALTR

Located At: 95 WEST ST

CBL: 063- B-005-001

Conditions of Approval:

Zoning

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
3. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
4. This permit is being issued with the condition that all the work is taking place within the existing footprint.

Historic

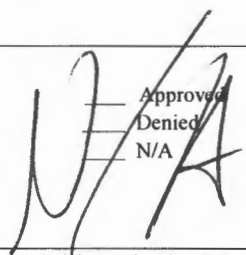
- Project will result in no change in exterior appearance of building.

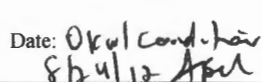
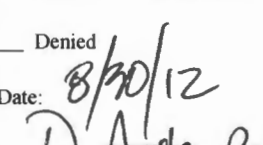
Building

Separate permits are required for any electrical, plumbing, sprinkler, fire alarm HVAC systems, heating appliances, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, FAX: (207) 8716

Job No: 2012-08-4715-ALTR	Date Applied: 8/15/2012	CBL: 063- B-005-001	
Location of Construction: 95 WEST ST	Owner Name: STEPHANIE & ROBERT O'BRIEN	Owner Address: 95 WEST ST PORTLAND, ME 04102	Phone: 207-939-7703
Business Name:	Contractor Name: Preservation Timber Framing	Contractor Address: PO Box 28, Berwick, ME 03901	Phone: 207-698-1695
Lessee/Buyer's Name:	Phone:	Permit Type: BLDG - Building	Zone: R-4
Past Use: Single family	Proposed Use: Same - Single family – structural repairs to 1 st floor open porch & 2 nd story sun porch	Cost of Work: 25000.00	CEO District:
		Fire Dept: Approved Denied N/A	Inspection: Use Group: 12-3 Type: 5B TRC 99
		Signature: 	Signature: 
Proposed Project Description: repair both 1 st & 2 nd floor porches		Pedestrian Activities District (P.A.D.)	

Permit Taken By: Gayle	Zoning Approval		
<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building Permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetlands <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM Date: Ok w/ cond. has 8/24/12 	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation y0 <input type="checkbox"/> Not in Dist or Landmark <input type="checkbox"/> Does not Require Review <input checked="" type="checkbox"/> Requires Review <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: 8/30/12 
	CERTIFICATION		

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the appication is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

R-4
Lisbon

2012-08-4715

66



General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: 95 WEST ST		
Total Square Footage of Proposed Structure/Area 200 SF	Square Footage of Lot 6048 SF	Number of Stories 3
Tax Assessor's Chart, Block & Lot Chart# 63 Block# B Lot# 005	Applicant: (must be owner, lessee or buyer) Name ROBERT J. O'BRIEN Address 95 WEST ST City, State & Zip PORTLAND 04102	
Telephone: 207-939-7703		
Lessee/DBA RECEIVED AUG 15 2012 Dept. of Building Inspections City of Portland Maine	Owner: (if different from applicant) Name Address City, State & Zip	Cost of Work: \$25,000 C of O Fee: \$ Historic Review: \$5000 Planning Amin.: \$270 Total Fee: \$390.00
Current legal use (i.e. <u>single family</u>) _____ Number of Residential Units 2 If vacant, what was the previous use? _____ Proposed Specific use: _____ Is property part of a subdivision? _____ If yes, please name _____ Project description: STRUCTURAL REPAIRS TO PORCH, Repair upper wall		
Contractor's name: PRESERVATION TIMBER FRAMING Email: _____ Address: P.O. Box 28, BERWICK, ME 03901 City, State & Zip _____ Telephone: 207-698-1695 Who should we contact when the permit is ready: ROBERT O'BRIEN Telephone: 207-939-7703 Mailing address: 95 WEST ST, PORTLAND 04102		

Please submit all of the information outlined on the applicable checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

and I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: **Robert J. O'Brien** Date: **15 March 2012**

This is not a permit; you may not commence ANY work until the permit is issued

5 STORY
BUILDING

Plot Plan

ALLEY

63-B-005

PROPERTY
LINE

PROPERTY
LINE

BACK YARD

HOUSE
95 WEST ST

HOUSE

10'

PORCH

AREA OF
REPAIR

YARD

11'

WALK
WAY

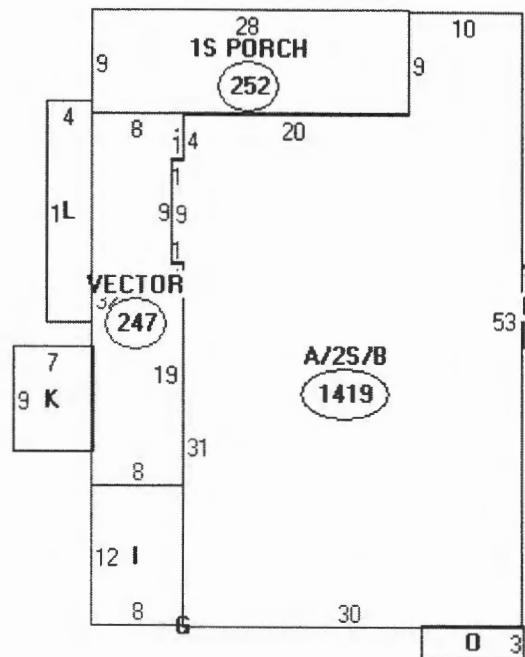
WALKWAY

22'
LOT
6048 sq FT

SIDEWALK

WEST STREET

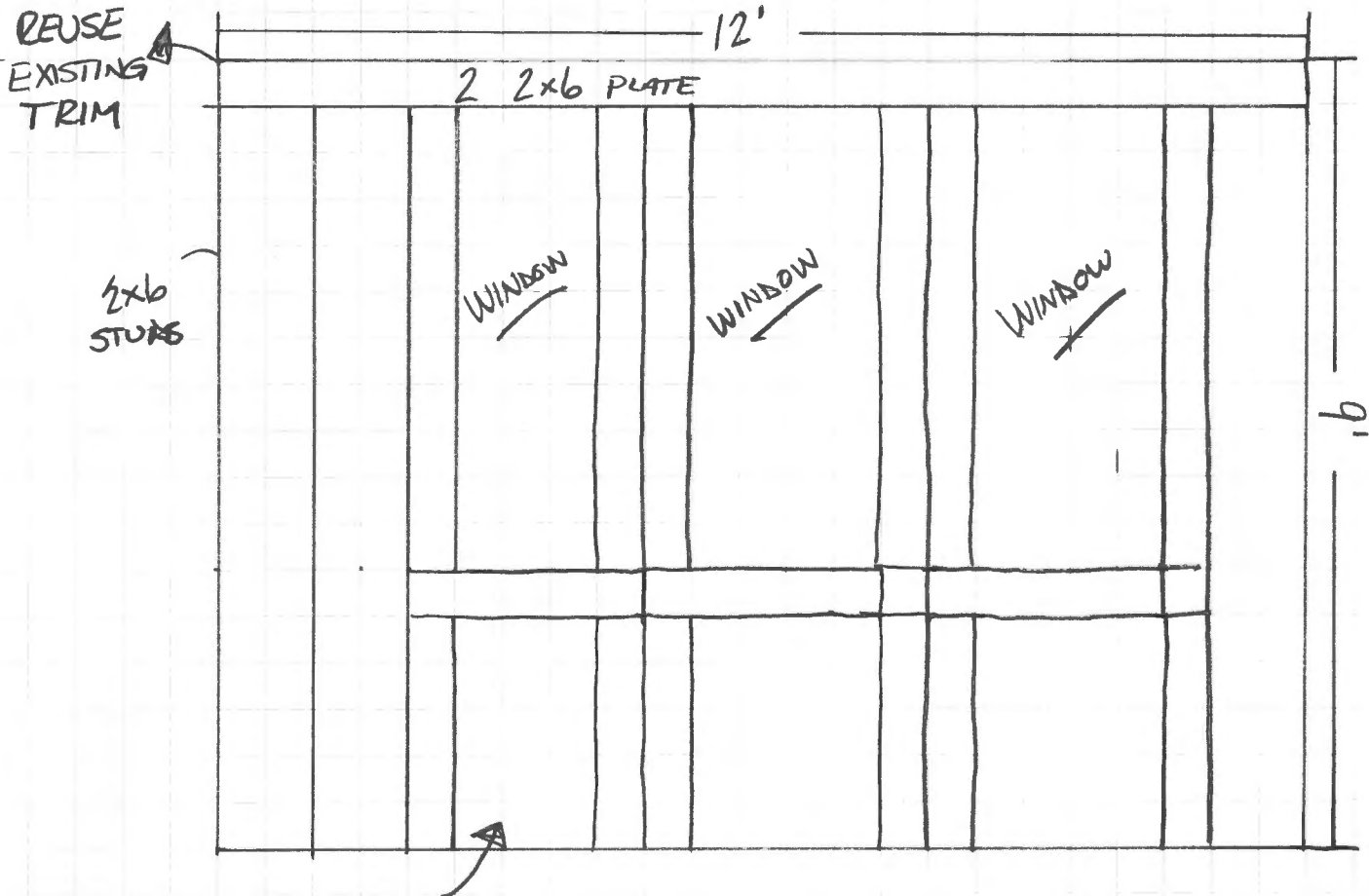




Descriptor/Area

- A: 091
1446 sqft
- B: 025
1453 sqft
- C: 025
1673 sqft
- D: 081
834 sqft
- E: PORCH COVERED
671 sqft
- F: PORCH, OPEN
63 sqft
- G: PORCH, ENCLOSED UPPER
96 sqft
- H: A/2S/B
1419 sqft
- I: 2S PORCH
96 sqft
- J: VECTOR
247 sqft
- K: 1S WD DK
63 sqft
- L: 1S PORCH

FRAMING PLAN 2ND FLOOR SUN PORCH



- SHEATHING
REPLACED IN KIND
- EASTERN WHITE CEDAR SHINGLES
PRIMED + PAINTED

95 WEST ST

1ST STORY PORCH

REMOVE FASCIA, BED MOLDING, CROWN - GUTTER APPROX 40 FT
TRIM WILL BE SCRAPED AND REUSED

ANY FLAT STOCK WILL BE REPLACED WITH $\frac{3}{4}$ "
PINE - PRIMED + PAINTED

ASSESS DAMAGE TO PLATE, ROOF JOISTS + CARRYING
TIMBER - REPAIR OR REPLACE IN-KIND

REMOVE STRUCTURAL COLUMNS AND HAVE NEW ONES
TURNED IN-KIND

2ND STORY SUN PORCH

REMOVE FASCIA, BED MOLDING, CROWN - GUTTER - APPROX 20 FT
TRIM WILL BE SCRAPED AND REUSED

ANY FLAT STOCK WILL BE REPLACED WITH $\frac{3}{4}$ "
PINE - PRIMED + PAINTED

REMOVE WOOD SHINGLES AND ASSESS DAMAGE TO
WALL

REBUILD 12' x 9' STUD WALL WITH ALL EXTERIOR
FEATURES PUT BACK EXACTLY AS THEY WERE
REMOVED

CONTRACT AGREEMENT

**REPAIRS TO FIRST FLOOR PORCH AND
SECOND FLOOR SUN PORCH**

THIS AGREEMENT made as of the 8TH day of MARCH in the year 2012, by and between Robert O'Brien (hereinafter called the Owner) and Preservation Timber Framing Inc. (hereinafter called the Contractor),

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I- WORK- The Contractor shall perform the work specified in: **AN EXCEL & WORD DOCUMENT DATED MARCH 8, 2012** from Contractor directed to the Owner and attached to this Contract as Exhibits One. Unless otherwise provided, such work shall include at Contractor's expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Work. The Work shall conform to those General Requirements set forth in Exhibit 2 and 3 to the extent not specifically expressed differently in Exhibits 1.

ARTICLE II- ENGINEER- Should a qualified Engineer be required for any portion of work outlined in the contract documents for the purpose of satisfying building codes set forth by the code enforcement office in Portland, Maine cost of such services shall be provided at the Owner's expense. The Contractor will provide the Engineer with drawings and specifications for the Engineers' review at Contractors' expense.

ARTICLE III- CONTRACTOR TIME- The Work may commence immediately. Contractor will provide notice of date of commencement. The Work, once commenced, will be substantially completed within **ONE HUNDRED AND TWENTY (120)** calendar days. Any delays reasonably related to weather, labor unrest, access to the worksite or any other cause outside the control of the Contractor shall extend the date of substantial completion, without penalty to the Contractor. Final completion within one hundred and twenty days.

ARTICLE IV- CONTRACT PRICE AND PAYMENT- Contractor agrees to perform the Work outlined in Exhibits 1: **OUTLINED TASKS FOR REPAIRS TO FIRST FLOOR PORCH AND SECOND FLOOR SUN PORCH**. The Owner agrees to pay \$25,000 of the attached estimate, Exhibit One, and pay in accordance with the Payment Schedule set forth below:

PAYMENT ONE: 25 PERCENT (25%) OF OVERALL PROJECT DUE UPON EXECUTION OF CONTRACT AGREEMENT: \$6,250.00 DOLLARS.

PAYMENTS TWO THROUGH FOUR: TO BE BILLED IN EQUAL INSTALLMENTS OF 25% WITH PROJECT UPDATES AND HOUR REPORTS ACCORDING TO TASKS COMPLETED.

TOTAL PROJECT PAYMENTS: \$25,000.00

ARTICLE V- TERMINATION FOR DEFAULT- Should Contractor breach any material obligation set forth in the Contract, Owner may, at its election, give written notice of its intent to terminate the employment of Contractor, specifying the nature of the alleged breach. Contractor shall have 30 days from the date of receipt of such written notice to cure any such alleged breach. If, after notice and an opportunity to cure, Contractor has failed to materially perform its obligations set forth in this Contract, Owner may terminate the Contract and seek recovery of any damages from Contractor.

ARTICLE VI- INDEMNIFICATION- Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorney's fees)(collectively "legal liability") arising in any way out of the Contractor's negligent performance of its obligations under this Contract, except to the extent that such legal liability arises in any way out of the acts or omissions of the Owner, its employees, agents or representatives.

ARTICLE VII- PERMITS- The **OWNER** will secure all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations. It will be the responsibility of the Contractor to obtain all permits required for the operation of equipment in, or on, all city streets and public ways.

ARTICLE VIII- INSURANCE- The Contractor shall secure and maintain, upon acceptance of the Work and until completion of the Work, insurance with limits not less than those specified in the Insurance Requirements attached as Exhibit 3 that are part of the Contract.

ARTICLE IX- MISCELLANEOUS-

9.1 Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of the Owner.

9.2 Owner and Contractor each binds itself, its successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.3 The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered, amended or repealed by a written instrument signed by both parties.

9.4 MAINE Law shall govern the Contract Documents, and any dispute shall be heard in A MAINE court of competent jurisdiction.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

OWNER:
Robert O'Brien
95 West Street
Portland, ME

BY: _____

CONTRACTOR:
Preservation Timber Framing, Inc.

BY: _____
Arron J. Sturgis

ITS: President_____

EXHIBIT 1

**EXCEL & WORD DOCUMENT OUTLINING TASKS FOR
REPAIRS TO FIRST FLOOR PORCH AND
SECOND FLOOR SUN PORCH**

**DATED
MARCH 8, 2012**

PRESERVATION TIMBER FRAMING, INC. P.O. Box 28 Berwick, Maine 03901 Arron Sturgis: cell: 603 781 5725 e-mail: arron@preservationtimberframing.com O'Brien sun porch and structural repairs on lower porch and roofing: March 8, 2012				
CAT.	DESCRIPTION	TASK	HOURS	MATERIALS COSTS
101	Administrative	Client Meeting	8	
101	Administrative	Job Meetings	8	
102	Assessment	once trim has been removed	8	
120	Demo and stripping (siding, sheathing, roofing)	removal of trim to assess structural issues	32	
103	Documentation, drafting, tagging, photography	photos	1	
104	Travel, Materials	Job site tools, picking up new materials, staging, piks	16	framing material, fasteners, sidewall shingles, cribbing
106	Demo and stripping (siding, sheathing, roofing)	remove rolled roofing and porch trim	8	
107	Staging and tenting	stage 2 boxes off porch with 2 piks (3x5 & 7x7)	20	cribbing and staging \$300.00
108	Undercarriage and Deck	repair porch joists	8	new in kind joists for porch \$200.00
109	Timber Frame Repairs	repair porch plates	32	timber for plates \$300.00
109	Timber Frame Repairs	repair porch carrying timber	8	timber for carrying timber \$100.00
110	New construction framing	rebuild sun porch wall	48	in kind studs for wall \$200.00
113	Sheathing	re-sheath sun porch	8	in kind sheathing for wall \$200.00
114	Siding and exterior trim	siding on sun porch: upper and lower porch, ceiling	30	wood shingles \$500.00
114	Siding and exterior trim	remove and repair 2 columns	16	epoxy and turning repair pieces \$400.00
114	Siding and exterior trim	remove and repair plinth and capital	8	two turnings top and bottom \$250.00
115	Windows and Doors	remove and return windows and storms back in sun porch	16	
117	Roofing	copper roof installed by others*	0	copper roofing materials 0*
117	Roofing	asphalt roof on main house (8 square)	50	small dumpster, shingles and paper 2000
117	Roofing	gutter lining installed by others*	0	gutter lining materials 0*
119	Stabilization	insert temporary post on porch (8x8) Level porch and sun porch framing	16	
122	Paint Prep	lead paint set-up-daily plastic	8	Plastic and debris netting \$100.00
122	Paint Prep	paint removal on trim elements	16	steam box parts \$50.00
122	Paint Prep	priming new trim-flat stock	6	California primer and brushes \$75.00
123	Painting	trim, sidewall shingles	24	4675
125	Misc. (Cleanup)	Cleanup	20	
		Subtotal (hours)	415	
		Subtotal (in Dollars)	20,750	
		TOTAL PTF work: (Materials and Labor)	\$ 25,425.00	
		*Cooper roofing materials and labor provided by others.		
		*Gutter lining materials and labor provided by others.		

EXHIBIT 2
PROJECT PROVISIONS

- A) All work to be performed in a neat and in a workmanlike manner.
The premises shall be raked clean every day.
- B) The Contractor recognizes the Owner's concern for the selection of durable, historically appropriate materials and hereby agrees that no substitution of materials will be made without the Owner's prior approval.
- C) A Philosophy of Restoration, which should guide the work, is that all existing building elements, regardless of age, are worthy of preservation. No repair or replacement of materials shall be done without prior written consent from the Owner.
- D) Any artifacts found by the Contractor and/or any and all material or building fabric removed during the job will be labeled by the Contractor and transferred to the Owner.
- E) The Contractor shall take all necessary and proper precautions to maintain the security of the building during constructions and to protect all undamaged materials.
- F) The Contractor shall ensure that the building and all related materials are protected from adverse weather during construction.
- G) The Contractor shall take all necessary precautions to ensure the safety of its workmen and the general public at all times while on the site.
- H) The Contractor shall be responsible for complying with applicable building codes.
- I) The Contractor will not display any type of business advertising anywhere on the property grounds.
- J) No radios, tape decks, or other musical devices shall be used on or near the job site without permission from the Owner.
- K) No Smoking will be permitted anywhere on project grounds.
- L) If applicable, the Contractor will provide the Owner with any and all guarantees of work done as well as estimation of how long completed work and/or materials last.
- M) Any and all extra work not included in the original contract must be agreed to in writing by both parties prior to commencement of the work. All extra work will be paid on a time and materials basis.
 - a. Unless otherwise specified, time will be paid at \$50.00p/hr.
 - b. Unless otherwise specified, materials will be paid at 0% over invoice cost.

EXHIBIT 3 INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain, upon acceptance of the Work through completion of the Work, insurance that will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him. Insurance shall include the limits and types specified below from an insurance company approved by the Owner.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage - \$1,000,000/2,000,000
Each occurrence/general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage – 1,000,000/2,000,000
Each occurrence/general aggregate

TYPES OF INSURANCE

- A) Workers Compensation for all persons employed by the Contractor to perform work on this project. This insurance shall, at a minimum, meet the requirements of the most current laws of the state of Maine.
- B) Bodily Injury Insurance and Contractors Protective Property Damage Insurance: unless specifically waived by **OWNER** comprehensive General Liability Insurance shall include coverage for:
 - 1) Injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private.
 - 2) Collapse of or structural injury to any building or structure except those on which work under this Contract is being performed.
- C) Bodily Injury and Property Damage Insurance covering the operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in connection with the execution of the work under this Contract.
- D) Contractual Liability Insurance Coverage in the amounts specified above under Comprehensive General Liability.
- E) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.
- F) Property Insurance-Builders Risk: When the contract is for construction of or addition to building structures, the contractor shall provide Builders Risk Insurance (including perils of fire, extended coverage, and theft) on all work in place and/or materials stored at the site. This insurance shall provide coverage for the full cash value of all completed construction and/or materials stored.

**EXHIBIT 4
CHANGE ORDER**

Change Order Number:

Date of Issuance:

Owner:

Contractor:

You are directed to make the following changes in the

Contract Documents:

Purpose of Change Order:

Attachments:

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

Original Contract Price:
\$

Original Completion Date:

Contract Price prior to this
Change Order:
\$

Contract Time prior to this
Change Order:
days

Net Increase of
this Change Order:
\$

Net Increase of
this Change Order:
days

Contract Price with all
approved Change Orders:
\$

Contract Time with all
approved Change Orders:
days



PORTLAND MAINE

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Receipts Details:

Tender Information: Check , BusinessName: Preservation Timber Framing, Inc., Check

Number: 2155

Tender Amount: 320.00

Receipt Header:

Cashier Id: gguertin

Receipt Date: 8/15/2012

Receipt Number: 47130

Receipt Details:

Reference ID:	7649	Fee Type:	BP-Constr
Receipt Number:	0	Payment Date:	
Transaction Amount:	270.00	Charge Amount:	270.00
Job ID: Job ID: 2012-08-4715-ALTR - repairs porch, rebuild upper wall			
Additional Comments:			

Reference ID:	7650	Fee Type:	BP-HRAD
Receipt Number:	0	Payment Date:	
Transaction Amount:	50.00	Charge Amount:	50.00
Job ID: Job ID: 2012-08-4715-ALTR - repairs porch, rebuild upper wall			