



# PORTLAND MAINE

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Planning & Development  
Department  
Lee D. Urban, Director

Inspection Services Director  
Michael J. Nugent

**March 23, 2005**

Utopian Homes  
Todd Erickson  
177 Margaret St.  
South Portland, Maine 04106

**CBL: 186A B022001**  
**Located at 270 Brighton Ave.**

Dear Todd Erickson,

## **STOP WORK ORDER**

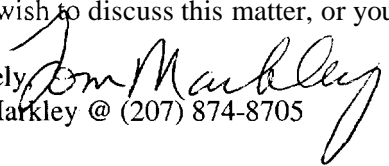
An evaluation of the above-referenced property on 03/23/2005 revealed that building construction was being conducted with out benefit of valid building, electric & plumbing permits as required by Section 105.1 of the 2003 International Building Code and the 2003 International Residential Code of the City of Portland.

Appropriate permitting has not been issued for the property listed above; therefore all construction activity at that property must **STOP** immediately. This **STOP WORK ORDER** pursuant to Section 114. of 2003 International Building Code and the 2003 International Residential Code of the City of Portland.

You may resume construction activity only after issuance of the appropriate building permit and the subsequent lifting of this order. Building Permit, Electrical, & Plumbing Applications are available in this office, Room 315 at Portland City Hall, from Monday, Tuesday, Wednesday and Friday 8:00 a.m. to 4:00 p.m. and Thursday from 8:00 a.m. to 1 p.m. weekdays except holidays.

Failure to comply will result in this office referring the matter to the City of Portland Corporation Counsel for legal action and possible civil penalties, as provided for in Section 1-15 of the Code and in Title 30-A of M.R.S.A. Section 4452. This constitutes an appealable decision pursuant to Section 112 of the City of Portland Building Code.

If you wish to discuss this matter, or you have any questions, please feel free to contact me.

Sincerely,   
Tom Markley @ (207) 874-8705

Building Inspector



## **PROPOSAL and CONTRACT**

**Shawn & Kristen Walker  
270 Brighton Ave.  
Portland, ME 04103**

**Services for Residence at above address to include the following duties:**

- 1. Roof Replacement, Eave/Soffit Restoration/Ventilation, Driveway Entry Roof, Skylight Installation, Related Carpentry and Trim Work - Labor and materials.**

### **SPECIFICATIONS:**

1. Project Management, Estimating and Supervision of work specified herein.
2. Protect all grounds, sidewalls and neighboring property.
3. Remove all roofing from house, inspect decking and quote repair work, if required. All loose deck boards to be re-nailed.
4. Remove, repair and/or replace all flashings at chimneys, eaves and sidewalls. Chimney flashing to be inspected and quoted prior to replacing, if masonry work required.
5. Install Ice and Water Shield membrane to entire roof perimeter (eaves and rakes), dormer and under all flashed areas.
6. Install new, 30# asphalt underlayment to exposed roof deck.
7. Install new, white 'Rite-Flow' drip edge to entire roof perimeter.
8. Install new, 30 year shingles. Recommended shingle: IKO Cambridge - 30 yr., Harvard Slate or Charcoal. Color to be approved by owner.
9. Install Roll ridge vent at hip intersections and ridges. Install matching cap shingles. 4" vent slot to be cut to ensure maximum ventilation capacity.
10. Design and construct new hip roof overhang at kitchen/driveway entryway. Includes gutter system.
11. Supply and Install new, Velux VSE powered skylights for new bathroom and Shawn's office. Attic bathroom skylight to be Velux FSF fixed with vent flap. Includes flashing and all interior finish work, except paint.
12. Repair/reconstruct fascia and soffit at eaves and provide ventilation to attic.
13. Job site to be cleaned daily and thoroughly at job completion.
14. Labor and Dumpster fees are included for removing 1 layer of existing shingles. Additional labor and removal fees may apply.

#### SCHEDULE:

1. Work to begin within 10 business days of receiving deposit and signed contract.
2. Work described herein is estimated to take **15** business days to complete.
3. If options are added, schedule will adjust accordingly but work will continue until completed.
4. Projected start date is July 26, 2004 but is dependent on weather.

#### CONDITIONS:

1. All personal belongings, yard items, vehicles, etc. must be removed from the work area (or adequately protected) prior to commencement of any work.
2. Any and all additional work required (or desired by the homeowner) but not described herein will be agreed to in advance and estimated or billed at the following rates:
  - Project Management/Estimating/Design/Supervision @ \$40/hr.
  - Finish/Lead Carpentry @ \$35/hr.
  - 2nd man/Rough Carpentry/Roofing/Siding, etc. @ \$30/hr.
  - Laborers/Apprentices and Painting @ \$25/hr.
3. Additional materials, rentals and subcontractors will be billed at cost plus 20%.
4. Work to **be** performed in a professional, workmanlike manner during normal business hours (7AM to 6 PM Monday through Saturday) and continue from commencement to completion unless otherwise agreed.
5. Contractor is not responsible for delay caused by weather, scheduled weekend/holiday breaks, acts of God or other uncontrollable circumstances.

#### TERMS:

1. We hereby agree to furnish labor, materials, tools and equipment to complete the work described herein for the sum of **\$21,900.00**.
2. A deposit of **\$5430.00** is required to purchase all materials, rent equipment & advance dumpster/subcontract/insurance/permit fees.
3. Payment of \$5430 is required at completion of 1/2 the roof.
4. Final payment of **\$5430.00**, plus **any** additional charges, is due upon satisfactory completion of all work described herein.
5. Dumpster fees are included for removing 1 layer of existing shingles. Additional labor and removal fees may apply.
6. Immediate payment is expected, unless otherwise agreed to in advance.
7. This estimate is valid until July **20,2004**, to secure proposed schedule.

- 3. Additional materials, rentals and subcontractors will be billed at cost plus 20%.
- 4. Work to be performed in a professional, workmanlike manner during normal business hours (7 AM to 6 **PM** Monday through Saturday) and continue from commencement to completion, unless otherwise agreed.
- 5. Contractor is not responsible for delay caused by weather, scheduled weekend/holiday breaks, acts of God or other uncontrollable circumstances.

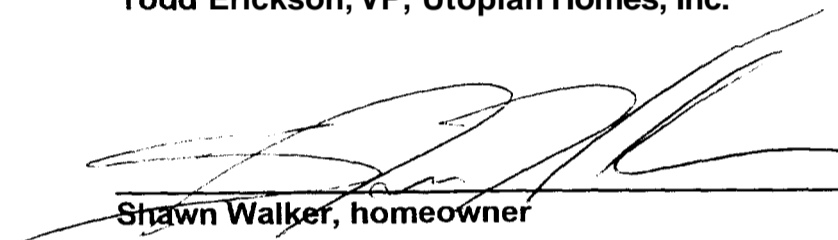
**TERMS:**

*2000 TIRE*

- 1. A deposit/retainer of ~~\$5000.00~~ is required to retain contractor, secure start date and finalize job specifications, scope and budget.
- 2. Retainer will be applied to final contract but is non-refundable, should homeowners not execute final renovation contract.
- 3. A preliminary estimate of labor and materials, as specified by homeowners, is \$107,380. A complete line-item breakdown of costs will be provided with payment of retainer.
- 4. Payments must be made by certified bank check or money order to Utopian Homes, Inc., unless otherwise agreed to in advance.

**Agreed and signed:**

 *2/22/04*  
 \_\_\_\_\_  
 Todd Erickson, VP, Utopian Homes, Inc. date

 *7/27/04*  
 \_\_\_\_\_  
 Shawn Walker, homeowner date

\_\_\_\_\_  
 Kristen Walker, homeowner date