

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Please Read Application And Notes, If Any, Attached

Permit Number 060956

PERMIT ISSUED

JUL 28 2009

CITY OF PORTLAND

This is to certify that RICE GEOFFREY I /Henck Design and Fabrication

has permission to install new hood system

AT 616 CONGRESS ST

039 A005001

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

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission procured before this building or part thereof is lated or closed-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. Gregg Carr PFD 7-19-09

Health Dept. _____

Appeal Board _____

Other _____
DepartmentName

[Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-0956	Issue Date: PERMIT ISSUED	CBL: 039 A005001
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Location of Construction: 616 CONGRESS ST	Owner Name: RICE GEOFFREY I	Owner Address: 658 CONGRESS ST 1ST FLOOR	Phone:
Business Name:	Contractor Name: Henckel Design and Fabrication	Contractor Address: 134 Hartley Street Portland	Phone: 207-3182623
Lessee/Buyer's Name	Phone:	Permit Type:	Zone:

Past Use: Commercial/ Restaurant	Proposed Use: Commercial/ Restaurant- install new hood system	Permit Fee: \$93.00	Cost of Work: \$7,564.00	CEO District: 2
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Proposed Project Description: install new hood system	FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied TO NJPA 016	INSPECTION: Use Group: KITCHEN EXHAUST Type: 7/26/06 Signature: <i>[Signature]</i>
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PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Permit Taken By: Idobson	Date Applied For: 06/27/2006	Zoning Approval	
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<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 information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor @ MM <input type="checkbox"/> Date: _____	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 <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: _____
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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 application 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 _____

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-0956	Date Applied For: 06/27/2006	CBL: 039 A005001
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Location of Construction: 616 CONGRESS ST	Owner Name: RICE GEOFFREY I	Owner Address: 658 CONGRESS ST 1ST FLOOR	Phone:
Business Name:	Contractor Name: Henckel Design and Fabrication	Contractor Address: 134 Hartley Street Portland	Phone (207) 318-2623
Lessee/Buyer's Name	Phone:	Permit Type: Hood Systems, Commerical	

Proposed Use: Commercial/Restaurant- install new hood system	Proposed Project Description: install new hood system
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Dept: Building **Status:** Approved with Conditions **Reviewer:** Mike Nugent **Approval Date:** 07/26/2006
Note: **Ok to Issue:**

1) In addition to the materials submitted, the installer advises that the following installation techniques will occur:

- 1) The Hood will meet all required clearances, duct work will as well or be wrapped with UL listed ductwrap.
- 2) The weight of the Hood (303 lbs) will be distributed to 6 different 2" x 10" joists that are 16 inches o.c.
- 3) The weight of the duct work (80 lbs per 8 feet will be distributed to 2 different 2" x 10" joists that are 16 inches o.c.
- 4) The Installer will provide a letter authorizing the work from the building owner.
- 5) Make up air is being provide through a louvered vent in the wall.
- 6) Clean outs will be installed in compliance with NFPA 96 and 2003 IMC.
- 7) Termination shall comply with NFPA 96 and 2003 IMC.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Cptn Greg Cass **Approval Date:** 07/21/2006
Note: **Ok to Issue:**

- 1) Must comply with NFPA 96

Comments:

7/21/2006-mjn: need plans, spoke with applicant.



Phone: 1-207-318-2623
Fax: 1-207-772-8952
E-mail: petehenckel@maine.rr.com

July 26, 2006

Mike Nugent,

The hanging surface in the Mesa Verde restaurant are 2"x10" studs set at @16" on center With the ceiling elevation 11'2" the joists travel 14' before they reach there next load point. The hood will be hung at six separate points using six separate structural locations to spread The load.

3/8" threaded rod will be used to hang the hood with a load rating of 1200LBS.

a 2"x4" steel stud wall will be built in the location of the new hood which will be covered in 5/8" fire rated sheet rock and then with 22 gauge stainless steel.

The weight of the hood is 303LBS with the filters installed.

With a duct size of 12" high the duct work will be 20" away from any consumable item if and when it does come in with in 18" fire shield insulation will be used.

The 16gauge black iron exhaust will exit the building at the rear using a window opening the Duct will then travel to a point were it is a minimum of 10' from the ground and ten feet from any windows and 10' from any intake air source for the exhaust system as well as any other HVAC Unit at the termination point.

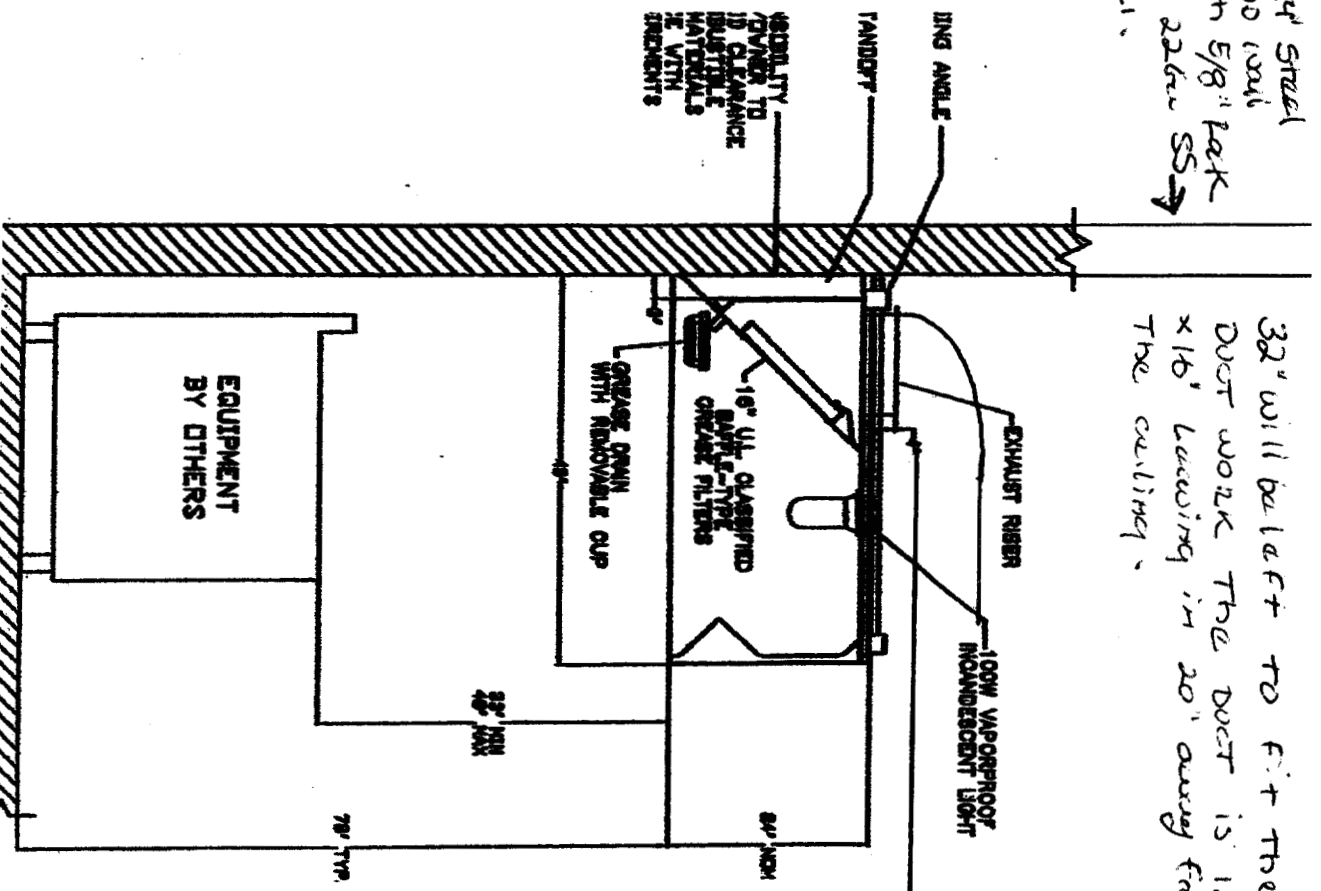
A new hood will take the place of the of the two used hood that were to be used and a new Eleven foot hood will be installed I have included the spec sheets on that and the fan.

Thank you for your time

- Restaurant Hoods • Boiler Breaching • HVAC Design • Curb Adapters and Unit Installations •
- Welded Ducting • Custom Welding Fabrication •

3x4' Steel
 STD (wall)
 with 5/8" Pak
 (FR) 226 SS
 Steel.

32" will be left to fit the
 DUST WORK THE DUST IS 12"
 x 16" leaving in 20" away from
 The ceiling.



VERTICALLY
 COVER TO
 ID CLEARANCE
 INDUSTRIAL
 MATERIALS
 WITH
 TREATMENTS

HING ANGLE
 TANDOFF

EQUIPMENT
 BY OTHERS

16" UL CLASSIFIED
 PARTICLE-TYPE
 CHARGE FILTERS

32" DIA

84" HIGH

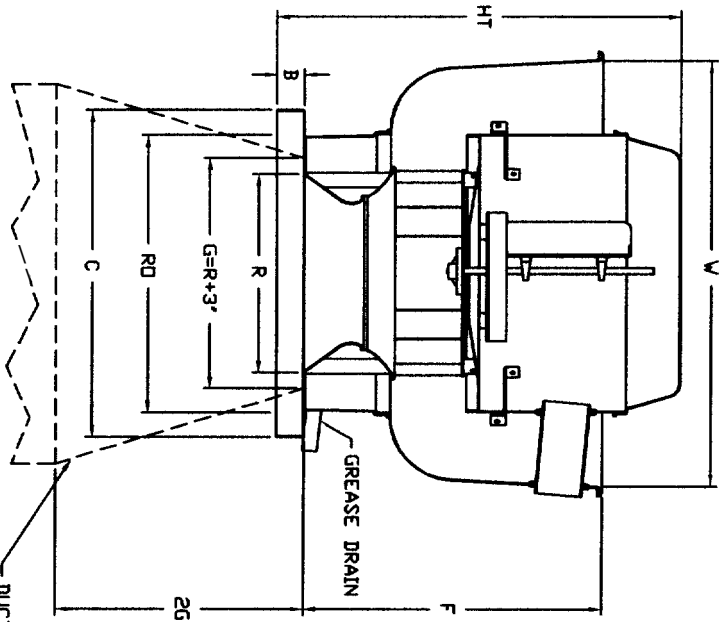
70" DIA

11' 2" ceiling

EXHAUST 12X16" Black IRON DUST

Mose Vade

NCAFA SERIES UPBLAST EXHAUST FANS (UL762)



FEATURES:

- ROOF MOUNTED FANS
- RESTAURANT MODEL
- UL762
- AMCA SOUND AND AIR CERTIFIED
- WIRING FROM MOTOR TO DISCONNECT SWITCH
- WEATHERPROOF DISCONNECT
- HIGH HEAT OPERATION 300°F (149°f)
- GREASE CLASSIFICATION TESTING

NORMAL TEMPERATURE TEST

EXHAUST FAN MUST OPERATE CONTINUOUSLY WHILE EXHAUSTING AIR AT 300°F (149°C) UNTIL ALL FAN PARTS HAVE REACHED THERMAL EQUILIBRIUM, AND WITHOUT ANY DETERIORATING EFFECTS TO THE FAN WHICH WOULD CAUSE UNSAFE OPERATION.

ABNORMAL FLARE-UP TEST

EXHAUST FAN MUST OPERATE CONTINUOUSLY WHILE EXHAUSTING BURNING GREASE VAPORS AT 600°F (316°C) FOR A PERIOD OF 15 MINUTES WITHOUT THE FAN BECOMING DAMAGED TO ANY EXTENT THAT COULD CAUSE AN UNSAFE CONDITION.

OPTIONS:

- GREASE BOX
- HINGED FAN

NCAFA BELT DRIVE
CENTRIFUGAL UP-BLASH EXHAUST FANS DIMENSIONAL DATA
DUCTWORK BETWEEN EXHAUST RISER ON HOOD AND FAN (BY OTHERS)

FAN MODEL	HT	W	B	C	F	R	RD	RD	WEIGHT LB
NCAISFA	33 3/4	36	2	28	23 1/2	16 1/2	24 1/2	24 1/2	190

CUSTOMER APPROVAL HQ MANUFACTURE:

Approved as Noted

Approved with NO Exception Taken

Revise and Resubmit

SIGNATURE _____

Your Title _____

Date _____



JOB Pete

LOCATION

DATE 7/14/2006

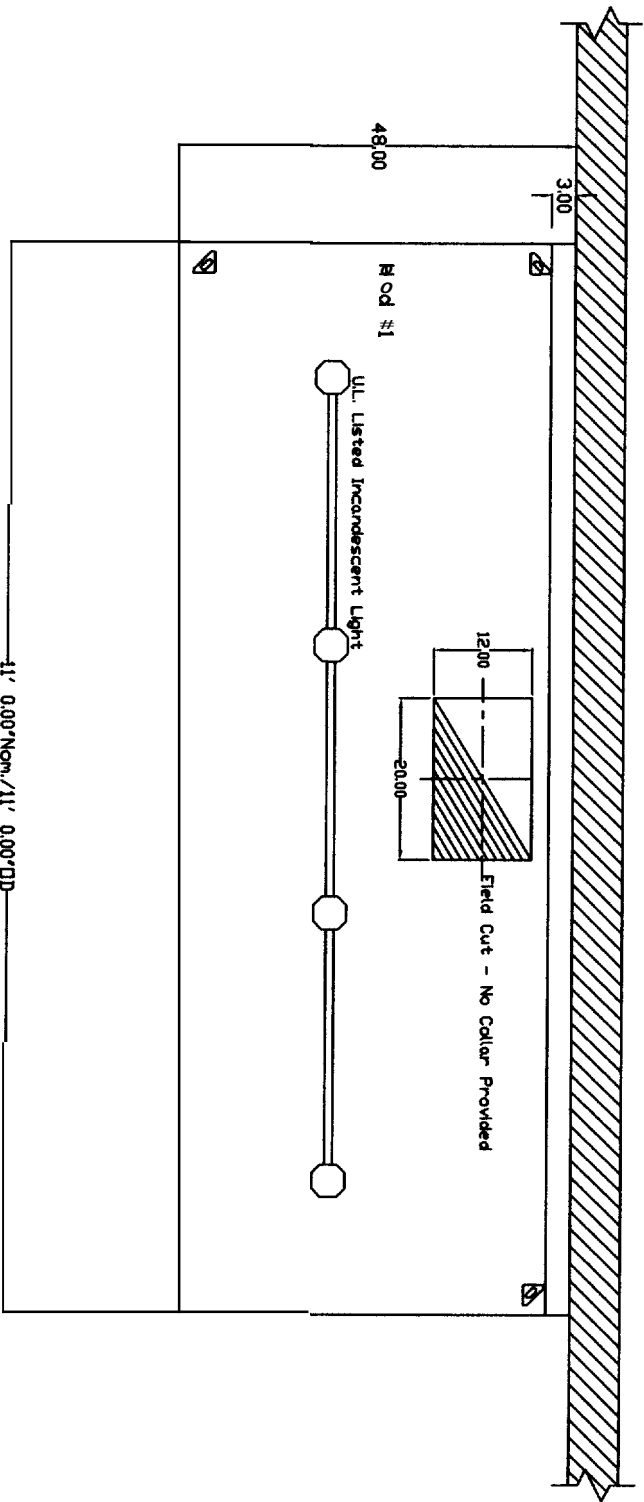
DWG # JOB_470021

REV. 100

JOB # 470021

DRAWN BY BFC

SCALE 8.5' x 11'



PLAN VIEW - 11' 0.00" HIGH / 11' 0.00" DIA

CUSTOMER APPROVAL TO MANUFACTURE:

Approved as Noted
 Approved with NO Exception Taken
 Revise and Resubmit
 SIGNATURE _____ Date _____
 Your Title _____



JOB		Pete	
LOCATION			
DATE	7/14/2006	JOB #	470021
DWG #	JOB_470021	DRAWN BY	BFC
REV.	1.00	SCALE	8.5' x 11'

HOOD INFORMATION

HOOD NO.	MODEL	LENGTH	MAX. COOKING TEMP. Deg.	EXHAUST PLENUM			SUPPLY PLENUM			HOOD CONSTRUCTION	HOOD CONFIG. END TO END	
				TOTAL EXH. CFM	WIDTH	LENGTH	RISER(S) DIA.	CFM	S.P.			TOTAL SUP. CFM
1	4824 ND-2	11' 0.00' Nom, 11' 0.00' DD	600	2750	12'	20'	2750	0.584'	0	430 SS Where Exposed	ALONE	N/A

HOOD INFORMATION

HOOD NO.	TYPE	FILTER(S)			LIGHT(S)			UTILITY CABINET(S)			FIRE SYSTEM PIPING	HOOD WEIGHT LBS.	
		QTY	HEIGHT	LENGTH	QTY	TYPE	WIRE GUARD	LOCATION	TYPE	FIRE SYSTEM SIZE			ELECTRICAL MODEL #
1	Alum. Baffle w/ Handle	2	16"	16"	4	Incandescent Light	ND					ND	303

L 2411 LINE VENTURA LUVIN

FAN UNIT NO.	FAN UNIT MODEL #	EXHAUST FAN						SUPPLY FAN												
		MODEL	TAG	CFM	S.P.	RPM	H.P.	Ø	VOLT	FLA	BLOWER	HOUSING	TAG	CFM	S.P.	RPM	H.P.	Ø	VOLT	FLA
1	NCA16FA	NCA16FA		2750	1.000'	1022	1.500	1	230	10.2										

FAN OPTIONS

FAN NO.	OPTION (Qty. = Descr.)
1	1 - Hinge Kit - Ships Loose for Curb Supplied by Others
	1 - Grease Box

CUSTOMER APPROVAL TO MANUFACTURE:

Approved as Noted

Approved with NO Exception Taken

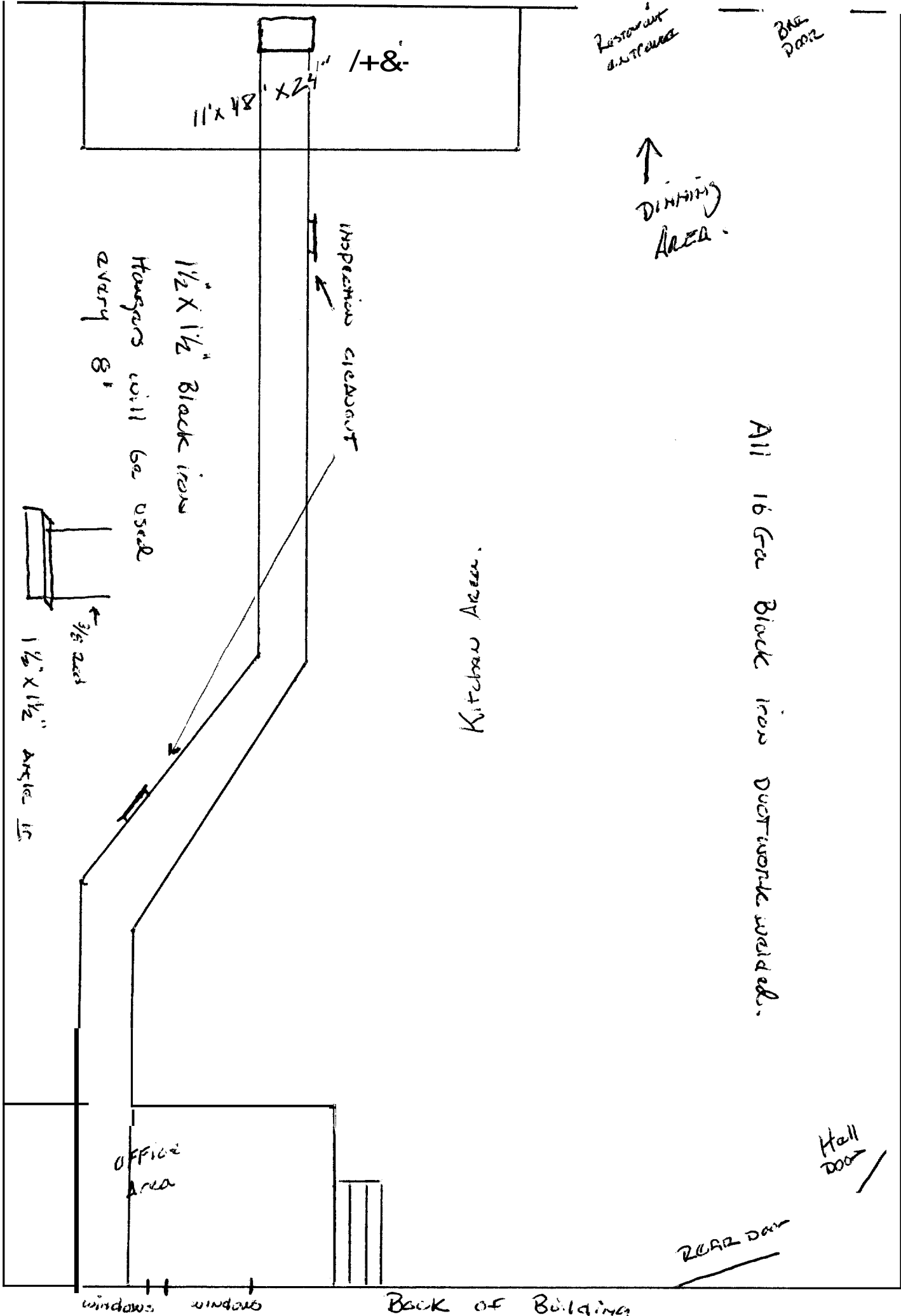
Revise and Resubmit

SIGNATURE _____ Date _____

Your Title _____



JOB LOCATION	Pete	JOB #	470021
DATE	7/14/2006	DRAWN BY	BFC
DWG #	JOB_470021	SCALE	8.5' x 11'
REV.	1.00		



Restaurant entrance

Back door

↑
Dining Area

All 16 Ga Black iron ductwork welded.

Kitchen Area.

1 1/2" x 1 1/2" Black iron
Hangers will be used
every 8'

← 3/8" rod
1 1/2" x 1 1/2" angle IS

Office Area

windows windows

Back of Building

REAR door

Hall door



Henckel Design and Fabrication

134 Hartley Street
Portland, Maine
04103

Phone: 1-207-318-2623

Fax: 1-207-772-8952

E-mail: petehenckel@maine.rr.com

July 12, 2006

City of Portland,

Job site Mesa Verde restaurant
618 Congress St
Portland Me 04101

This letter will show that all work to be performed by Henckel Design and Fabrication
Will be compliant with the NFPA 96 requirements for the job site listed above.
Please feel free to contact me at any time 1-207-318-2623 and thank you.

- Restaurant Hoods • Boiler Breaching • HVAC Design • Curb Adapters and Unit Installations •
 - Welded Ducting • Custom Welding Fabrication •



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.

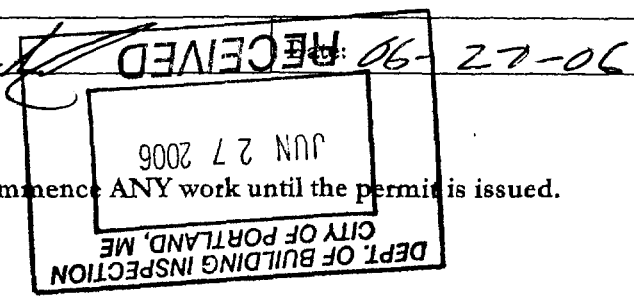
Location/Address of Construction: <u>#618 Congress St Portland Me</u>		
Total Square Footage of Proposed Structure		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# <u>39</u> Block# <u>A</u> Lot# <u>005</u>	OWNER:	Telephone:
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone:	Cost Of Work: \$ <u>7564.00</u> Fee: \$ <u>93</u> C of O Fee: \$ _____
Current Specific use: <u>RESTAURANT</u> If vacant, what was the previous use? <u>RESTAURANT</u> Proposed Specific use: <u>RESTAURANT</u>		
Project description: <u>INSTALL TWO 6' HOODS (USED) ALUMINUM BACKSPASH / INSTALL WALL MOUNTED CURB / EXHAUST FANS. / BACK DRAFT DAMPERS FOR MAKEUP AIR / 16GA WELDED DUCTWORK 36' WITH CLEANOUTS.</u>		
Contractor's name, address & telephone:		
Who should we contact when the permit is ready: <u>Pete Henckel 134 HORTON ST</u> Mailing address: _____ Phone: <u>1-207-318-2623 Portland Me.</u>		

Please submit all of the information outlined in the Commercial Application 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 visit us on-line at www.portlandmaine.gov stop by the Building Inspections office, room 315 City Hall or call 874-8703.

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 area covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit

Signature of applicant: Pete N. Henckel



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

HENCKEL Design and Fabrication

134 Hartley Street
Portland, Maine
04103

Phone: 1-207-318-2623
Fax: 1-207-772-8952
E-mail: petehenckel@maine.rr.com

March 31, 2006

Barbara,

Below you will find the scope of work for the installation of ~~two~~ used six foot exhaust hoods That came from Shaws bakery and the required ductwork. If you should have any questions Please feel free to call at any time and thank you for the chance to earn you business.

- #1. one piece of aluminum will be installed on the back wall to complete the backsplash (Customer will provide).
- #2. a stainless steel ledger will be installed to help anchor the hood.
- #3. ~~two~~ six foot hoods will be hung from the ceiling using 3/8" threaded rod.
- #4. ~~once~~ hung the two hoods exhaust openings will be joined using 16ga welded black iron Ductwork.
- #5. ~~from~~ that point thirty six feet of welded duct will be installed and hung from the ceiling.
- #6. ~~were~~ the duct exits the building using one of the window openings a 16 ga galvanized wall curb will be installed.
- #7. Where ever the ductwork comes within three inches of any fire hazard a 15A fireshield Will be installed per code.
- #8. ~~at~~ the exterior of the building the duct will be lowered to achieve the maximum distance from any structural openings.
- #9. a 2109 cfm exhaust fan @ 1/2" of static pressure will be installed.
- #10. SimplexGrinnell will install a fire suppression system (details in supplied quote) per code.

Prior to the work all permits will be obtained thru the code enforcement office and this scope of Work will be provided to the fire department.

This quote includes no electrical work and all work performed by Henckel Design and Fabrication will be warren tied for one year.

The quote for the work listed above is 5491.00 H/D/F
The quote from SimplexGrinnell is 2073.00
Total 7564.00

Sincerely

- Restaurant Hoods • Boiler Breaching • HVAC Design • Curb Adapters and Unit Installations •
• Welded Ducting • Custom Welding Fabrication •



Rousseau Insurance Agency, Inc.

334 Elm Strrrt Biddeford, Maine 04005-0303
Phone: (207) 282-7568 • Fax: (207) 282-7560
www.rousseauinsurance.com

Personal information

April 20, 2006

Peter N Henckel
134 Hartley St
Portland, ME 04103-3231

Re: Policy #FM 1U21631 Business Owners
04/07/2005 to 04/07/2006

Dear Mr. Henckel,

Enclosed please find your business insurance policy issued with OneBeacon. The policy was written as requested and discussed with Ray Lambert. The annual premium is \$500.00. We have applied your \$125 down payment and the company will bill you accordingly.

Please take some time to review the declaration pages as they are designed to provide you with important information about your specific coverage.

The building limit is \$20,000, with business property of \$10,000, and liability protection of \$1,000,000 per Occurrence and \$2,000,000 aggregate.

As always, we are available at your convenience to assist you with any questions or make any changes you may have.

We appreciate your placing this valuable insurance with our agency and thank you for the opportunity to provide you with this insurance protection.

Sincerely,

Elaine D Presby
Customer Service Rep.



PREFERRED RATES FOR PREFERRED RISK



PROFESSIONAL
INSURANCE
AGENTS



Fire & Security

SimplexGrinnell LP
20 Thomas Dr.
Westbrook, ME 04092- U.S.A.
Tel. (207)842-6440
Fax (207)842-6439

SimplexGrinnell

PROPOSAL AND CONTRACT

Table with contract details: SimplexGrinnell Contract# Quote #P06-38, Salesperson: Tim Hinman, Date: March 30, 2006, Invoice To: Pete Henckel, Job Location: Mesa Verde, Portland, ME, Customer PO #

SimplexGrinnell, for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the conditions outlined below:

SCOPE OF WORK:

Furnish & install a 4.6-gallon Pyro-Chem wet chemical fire suppression system per NFPA 17A, NFPA 96 and UL-300 to protect an 12' hood, an exhaust duct, an 8-burner range, a griddle and a fryer at Mesa Verde in Portland, ME. System will have capacity for future nozzles and appliances. price includes providing: A. a 1-1/2" mechanical gas shutoff valve for Others to install (SimplexGrinnell will connect to system controls) and B. microswitches for Others to wire to for electrical functions such as the building fire alarm system, if applicable. Permit by Others.

Price based upon a weekday installation = \$2,073

TERMS OF THIS AGREEMENT ARE NET 10 [] NET 30 [x] C.O.D. []
[] Time and Material [] Price Not to Exceed \$ _____ [x] Fixed Price of \$2,073
DEPOSIT: \$ _____ BALANCED DUE: \$ _____ AMEX [] MC/Visa [] Discover []
CREDIT CARD # _____ Expiration Date: _____ Name on Credit Card: _____

IMPORTANT NOTICE TO CUSTOMER

- A. The price for work to be performed under this agreement on a time and material basis shall be based upon the prevailing SimplexGrinnell prices for material, labor, and related items, in effect at the time supplied under this agreement. Further, in the event that this agreement is executed on a 'price not to exceed' basis, the price to the customer shall be lesser of: 1. The limit price quoted, OR 2. The actual cumulative billing based on the aforementioned prevailing prices.
B. SimplexGrinnell does not undertake an obligation to inspect for Code compliance unless stated in the above Scope of Work.
C. Unless otherwise agreed in writing between the parties, the Customer shall pay SimplexGrinnell within thirty (30) days of the date of this Agreement. If SimplexGrinnell is subsequently requested by the Customer to perform additional work beyond the work set out in the above scope of work, the Customer shall pay SimplexGrinnell within net 10 or net 30 days (as selected above) from the date of the invoice or the date of completion of the work, whichever is earlier. The Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Where the Agreement is not executed, payment shall constitute acceptance of the terms and conditions of this Agreement
D. Additional work performed for the Customer by SimplexGrinnell (beyond the work set out in the above scope of work section) will be included in subsequent invoices and shall be governed by and subject to all of the terms and conditions of this Agreement.
E. CUSTOMER AGREES THAT SIMPLEXGRINNELL'S LIABILITY FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGREEMENT PRICE SET OUT ABOVE (AS INCREASED BY THE PRICE FOR ANY ADDITIONAL WORK) OR, WHERE THE TIME AND MATERIAL TERM IS SELECTED ABOVE, CUSTOMER'S TIME AND MATERIALS PAYMENTS TO SIMPLEXGRINNELL. CUSTOMER FURTHER AGREES THAT SIMPLEXGRINNELL SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY ECONOMIC LOSS DAMAGES OF ANY KIND AND THAT THE CUSTOMER SHALL HOLD SIMPLEXGRINNELL HARMLESS FROM ANY AND ALL THIRD PARTY CLAIMS RELATING TO THE CUSTOMER'S FAILURE TO MAINTAIN THE SYSTEMS OR TO KEEP THEM IN OPERATIVE CONDITION OR RELATING TO SIMPLEXGRINNELL'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.
F. THIS AGREEMENT CONSISTS OF THIS AGREEMENT PAGE AND THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO, and is the complete agreement between the parties. Customer acknowledges that he has read this agreement, understands it, and agrees to be bound by its terms and conditions. Neither party shall be bound by any statements or representation not contained in this agreement.

Pete Henckel
[Customer name]

SIMPLEXGRINNELL LP

By: _____
Name: _____
Title: _____

By: _____
Name: Tim Hinman
Title: Suppression Sales Rep

EEMENT

General Terms and Conditions

GENERAL PROVISIONS

The terms and conditions of this Agreement and any attached pages are an important part of this Agreement and are hereby incorporated by reference and accepted by the CUSTOMER. The Agreement page these General Terms and Conditions (collectively the "Agreement"), are intended by SimplexGrinnell and the CUSTOMER as a final expression of their Agreement and as a complete and exclusive statement of the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between SimplexGrinnell and the CUSTOMER, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and Work. SimplexGrinnell is not bound by any provisions, printed or otherwise, at variance with the Agreement that may appear on any acknowledgement, purchase order or other form used by the CUSTOMER, such provisions being expressly rejected. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on SimplexGrinnell unless made in writing and signed by an officer of SimplexGrinnell. All work to be performed by SimplexGrinnell will be performed during normal working hours of Monday through Friday (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding SimplexGrinnell holidays), as defined by SimplexGrinnell, unless additional times are specifically described in a special provision to this Agreement.

This Agreement does not cover systems, equipment, components or parts which are below grade, behind walls or other obstructions or exterior to the building, electrical wiring, piping, or system upgrades.

CUSTOMER'S RESPONSIBILITIES

The CUSTOMER further agrees to:

- provide SimplexGrinnell access to the site,
- supply suitable electrical service, heat, heat tracing, and adequate water supply,
- provide a safe work environment,
- to make payments as provided in this Agreement

HAZARDOUS MATERIALS

The CUSTOMER represents that except to the extent that SimplexGrinnell has been given written notice of the following hazards prior to the execution of this Agreement, to the best of the CUSTOMER's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the main area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "hazardous conditions".

SimplexGrinnell shall have the right to rely on the representations listed above. If hazardous conditions are encountered by SimplexGrinnell during the course of SimplexGrinnell's work, the discovery of such materials shall constitute an event beyond SimplexGrinnell's control and SimplexGrinnell shall have no obligation to further perform in the main area where the hazardous conditions exist until the main area has been made safe by the CUSTOMER and the CUSTOMER shall pay disruption expenses and re-mobilization expenses as determined by SimplexGrinnell.

The CUSTOMER shall indemnify and hold SimplexGrinnell harmless for any damages resulting from the exposure of workers to hazardous conditions, including damages for bodily injury and/or property damage, any consequential or indirect damages, and any attorneys' fees and expert costs incurred in connection with any such event, whether or not the CUSTOMER pre-notifies SimplexGrinnell of the existence of said hazardous conditions.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered. Said materials shall at all times remain the responsibility and property of the CUSTOMER. SimplexGrinnell shall not be responsible for testing, removal or disposal of such hazardous materials.

PAYMENT FAILURE

If the Customer fails to make any payment when due, SimplexGrinnell shall have the right at SimplexGrinnell's sole discretion, to stop performing any Work until the account is current. The customer's failure to make payment when due is a material breach of this Agreement.

LIMITED WARRANTY

SIMPLEXGRINNEU WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING.

Where SimplexGrinnell provides product or equipment of others, SimplexGrinnell will warrant the product or equipment only to the extent warranted by such third party.

WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SIMPLEXGRINNEU WARRANTS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE WORK PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. SIMPLEXGRINNEU MAKES NO WARRANTY OR REPRESENTATION AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE WORK PERFORMED UNDER THIS AGREEMENT, THAT SIMPLEXGRINNEU'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

LIMITATION OF LIABILITY

It is understood and agreed by the CUSTOMER that SimplexGrinnell is not an insurer and that insurance covering personal injury and property damage on the CUSTOMER's premises shall be obtained by the CUSTOMER; that the Customer agrees to look exclusively to the Customer's insurer to ~~look~~ for injuries or damage in the event of any loss or injury; that the amounts payable by SimplexGrinnell hereunder are based upon the value of the Work and the scope of liability set forth herein; and that SimplexGrinnell is not guaranteeing that no loss will occur.

LIQUIDATED DAMAGES; LIMITATIONS OF REMEDY

SimplexGrinnell and the CUSTOMER agree that it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the System(s) or failure of any SimplexGrinnell device or failure to perform, or negligent performance of Work; if, notwithstanding the above provisions, there should arise any liability on the part of SimplexGrinnell, such liability shall be limited to an amount equal to the Agreement price. Where this Agreement covers multiple sites, liability shall be limited to the amount of the Agreement price allocable to the site where the incident occurred.

Such sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty. If the Customer desires SimplexGrinnell to assume greater liability, the parties shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by SimplexGrinnell of such greater liability, provided however that such rider shall in no way be interpreted to hold SimplexGrinnell as an insurer. IN NO MANNER SHALL SIMPLEXGRINNEU BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. SIMPLEXGRINNEU SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE SYSTEM(S) TO PERFORM. INSURANCE

The CUSTOMER shall name SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on the CUSTOMER's general liability and auto liability policies.

INDEMNITY

The CUSTOMER agrees to indemnify, hold harmless and defend SimplexGrinnell against any and all losses, damages, costs and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of the Customer or SimplexGrinnell relating in any way to this Agreement, including but not limited to the Work under this Agreement whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. SimplexGrinnell reserves the right to select counsel to represent it in any such action.

FORCE MAJEURE

SimplexGrinnell shall not be responsible for failure to render Work due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God, or any other cause beyond the control of SimplexGrinnell.

WAIVER OF SUBROGATION

The CUSTOMER does hereby, for itself and all others claiming for it under this Agreement, release and discharge SimplexGrinnell from and against all hazards covered by the CUSTOMER's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SimplexGrinnell.

ONE-YEAR LIMITATION ON ACTIONS; CHOICE OF LAW

It is agreed that no suit or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

ASSIGNMENT

Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement to an affiliate without obtaining the other party's consent.

REPORTS

SimplexGrinnell may fill out an installation report and, where applicable, SimplexGrinnell may submit a copy thereof to the local authority having jurisdiction. The report is not intended to imply that no loss will occur. Find responsibility for the condition and operation of the System and equipment and components lies with the CUSTOMER.

ENTRY

SimplexGrinnell may enter the Customer's premises at all reasonable times to perform the work under this Agreement.

WATER SUPPLY

SimplexGrinnell shall not be liable or responsible for the adequacy or condition of the water supply.

SEVERABILITY

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

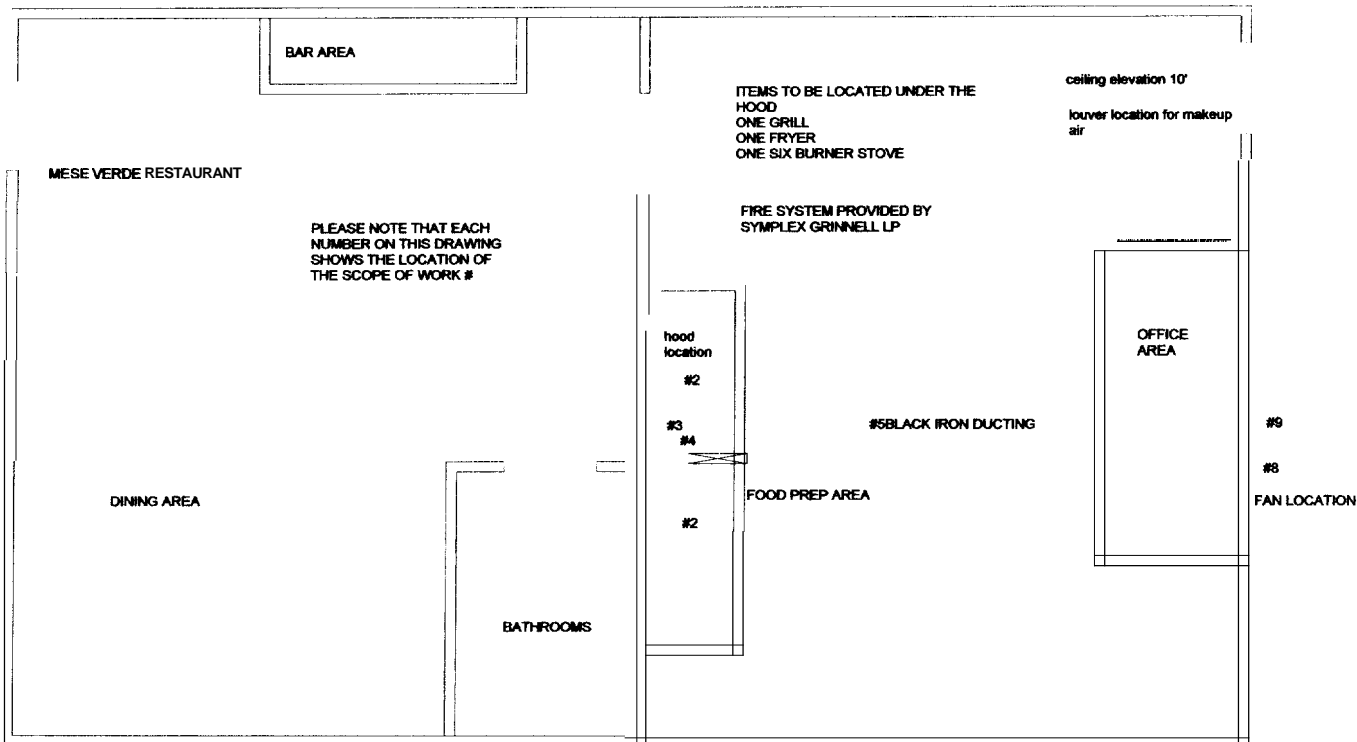
LEGAL FEES

SimplexGrinnell shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with SimplexGrinnell enforcing the terms and conditions of this agreement.

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All specifications and other information shown were current as of publication, and are subject to change without notice

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PORTLAND MAINE

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Lee Urban- Director of Planning and Development

Michael J. Nugent- Inspections Division Director

Kitchen Exhaust System Checklist and Code Provisions

Dear Applicant,

The following is a checklist to assist you in filing for a permit for a Kitchen Exhaust system. The applicable Mechanical Code provisions have also been attached. Please complete this and submit job specific construction documents that demonstrate compliance with the attached information.

Type of System:

Type I Type II

(Type I systems are systems that vent fryers, grills, broilers, ovens or woks. Type II systems are systems that vent steamers and other non grease producing appliances)

Type of Materials:

Is the hood Stainless steel or other type of steel? _____ If Other, what Type? 16 ga stainless steel

Is the duct work Stainless steel or other type of steel? _____ If Other, what type? 16 Ga Black iron welded / Make up Air 26 Ga

Thickness of the steel for the hood 16 Ga

Thickness of the duct for the hood 16 Ga

Type of Hood and Duct supports 1/2" Thread Rod / welded Bracket

Type of seams and Joints welded / Pittsburgh / Snaplock

Grease Gutters provided? yes

Hood Clearance from Combustibles materials yes 3" MIN

Duct Clearance from Combustibles materials yes 3" MIN.

Vibration Isolation System:

yes

Air Velocity within the duct system 2109 CFM @ 1/2" SP.

Grease accumulation prevention system

yes 2 to 5 degrees

Cleanouts yes two clean outs

Grease Duct enclosure yes

Exhaust Termination 40" above Roof

Fire Suppression

system yes

Exhaust fan mounting and clearance from the roof or wall 18"

Exhaust fan distance from other vents or openings 5' to 7'

Exhaust fan height above adjoining grade Min 18"

Hood Specs

Style of hood Stainless steel

Type of Filter: F louvered 16"X20" Baffled

Height of filter above nearest cooking surface: 23" Min 48" Max

Capacity of hood in CFM 2169 CFM @

Make up Air system description and capacity

Gravity Fed Back draft assembly with Hood opening sized FOR Hood Capacity

SECTION 506 COMMERCIAL KITCHEN HOOD VENTILATION SYSTEM DUCTS AND EXHAUST EQUIPMENT

506.1 General. Commercial kitchen hood ventilation ducts and exhaust equipment shall comply with the requirements of this section. Commercial kitchen grease ducts shall be designed for the type of cooking appliance and hood served.

506.2 Corrosion protection. Ducts exposed to the outside atmosphere or subject to a corrosive environment shall be protected against corrosion in an approved manner.

506.3 Ducts serving Type I hoods. Type I exhaust ducts shall be independent of all other exhaust systems except as provided in Section 506.3.5. Commercial kitchen duct systems serving Type I hoods shall be designed, constructed and installed in accordance with Sections 506.3.1 through 506.3.12.3.

506.3.1 Duct materials. Ducts serving Type I hoods shall be constructed of materials in accordance with Sections 506.3.1.1 and 506.3.1.2.

506.3.1.1 Grease duct materials. Grease ducts serving Type I hoods shall be constructed of steel not less than 0.055 inch (1.4 mm) (No. 16 Gage) in thickness or stainless steel not less than 0.044 inch (1.1 mm) (No. 18 Gage) in thickness.

Exception: Listed and labeled factory-built commercial kitchen grease ducts shall be installed in accordance with Section 304.1.

506.3.1.2 Makeup air ducts. Makeup air ducts connecting to or within 18 inches (457 mm) of a Type I hood shall be constructed and installed in accordance with Sections 603.1, 603.3, 603.4, 603.9, 603.10 and 603.12. Duct insulation installed within 18 inches (457 mm) of a Type I hood shall be noncombustible or shall be listed for the application.

506.3.2 Joints, seams and penetrations of grease ducts. Joints, seams and penetrations of grease ducts shall be made with a continuous liquid-tight weld or braze made on the external surface of the duct system.

Exceptions:

1. Penetrations shall not be required to be welded or brazed where sealed by devices that are listed for the application.
2. Internal welding or brazing shall not be prohibited provided that the joint is formed or ground smooth and is provided with ready access for inspection.
3. Listed and labeled factory-built commercial kitchen grease ducts installed in accordance with Section 304.1.

506.3.2.1 Duct joint types. Duct joints shall be butt joints or overlapping duct joints of either the telescoping or bell type. Overlapping joints shall be installed to prevent ledges and obstructions from collecting grease or interfering with gravity drainage to the intended collection point. The difference between the inside cross-sectional dimensions of overlapping sections of duct shall not exceed 0.25 inch (6 mm). The length of overlap for overlapping duct joints shall not exceed 2 inches (51 mm).

506.3.2.2 Duct-to-hood joints. Duct-to-hood joints shall be made with continuous internal or external liquid-tight welded or brazed joints. Such joints shall be smooth, accessible for inspection, and without grease traps.

Exceptions: This section shall not apply to:

1. A vertical duct-to-hood collar connection made in the top plane of the hood in accordance with all of the following:
 - 1.1. The hood duct opening shall have a 1-inch-deep (25 mm), full perimeter, welded flange turned down into the hood interior at an angle of 90 degrees from the plane of the opening.
 - 1.2. The duct shall have a 1-inch-deep (25 mm) flange made by a 1-inch by 1-inch (25 mm by 25 mm) angle iron welded to the full perimeter of the duct not less than 1 inch (25 mm) above the bottom end of the duct.
 - 1.3. A gasket rated for use at not less than 1,500°F (815°C) is installed between the duct flange and the top of the hood.
 - 1.4. The duct-to-hood joint shall be secured by stud bolts not less than 0.25 inch (6.4 mm) in diameter welded to the hood with a spacing not greater than 4 inches (102 mm) on center for the full perimeter of the opening. All bolts and nuts are to be secured with lockwashers.
2. Listed and labeled duct-to-hood collar connections installed in accordance with Section 304.1.

506.3.2.3 Duct-to-exhaust fan connections. Duct-to-exhaust fan connections shall be flanged and gasketed at the base of the fan for vertical discharge fans; shall be flanged, gasketed and bolted to the inlet of the fan for side-inlet utility fans; and shall be flanged, gasketed and bolted to the inlet and outlet of the fan for in-line fans.

506.3.2.4 Vibration isolation. A vibration isolation connector for connecting a duct to a fan shall consist of noncombustible packing in a metal sleeve joint of approved design or shall be a coated-fabric flexible duct connector listed and labeled for the application. Vibration isolation connectors shall be installed only at the connection of a duct to a fan inlet or outlet.

506.3.3 Grease duct supports. Grease duct bracing and supports shall be of noncombustible material securely attached to the structure and designed to carry gravity and seismic loads within the stress limitations of the *International Building Code*. Bolts, screws, rivets and other mechanical fasteners shall not penetrate duct walls.

506.3.4 Air velocity. Grease duct systems serving a Type I hood shall be designed and installed to provide an air velocity within the duct system of not less than 1,500 feet per minute (7.6 m/s).

Exception: The velocity limitations shall not apply within duct transitions utilized to connect ducts to differently

sized or shaped openings in hoods and fans, provided that such transitions do not exceed 3 feet (914 mm) in length and are designed to prevent the trapping of grease.

506.3.5 Separation of grease duct system. A separate grease duct system shall be provided for each Type I hood. A separate grease duct system is not required where all of the following conditions are met:

1. All interconnected hoods are located within the same story.
2. All interconnected hoods are located within the same room or in adjoining rooms.
3. Interconnecting ducts do not penetrate assemblies required to be fire-resistance rated.
4. The grease duct system does not serve solid fuel-fired appliances.

506.3.6 Grease duct clearances. Grease duct systems and exhaust equipment serving a Type I hood shall have a clearance to combustible construction of not less than 18 inches (457 mm), and shall have a clearance to noncombustible construction and gypsum wallboard attached to noncombustible structures of not less than 3 inches (76 mm).

Exception: Listed and labeled factory-built commercial kitchen grease ducts and exhaust equipment installed in accordance with Section 304.1.

506.3.7 Prevention of grease accumulation in grease ducts. Duct systems serving a Type I hood shall be constructed and installed so that grease cannot collect in any portion thereof, and the system shall slope not less than one-fourth unit vertical in 12 units horizontal (2-percent slope) toward the hood or toward an approved grease reservoir. Where horizontal ducts exceed 75 feet (22 860 mm) in length, the slope shall not be less than one unit vertical in 12 units horizontal (8.3-percent slope).

506.3.8 Grease duct cleanouts and other openings. Grease duct systems shall not have openings therein other than those required for proper operation and maintenance of the system. Any portion of such system having sections not provided with access from the duct entry or discharge shall be provided with cleanout openings. Cleanout openings shall be equipped with tight-fitting doors constructed of steel having a thickness not less than that required for the duct. Doors shall be equipped with a substantial method of latching, sufficient to hold the door tightly closed. Doors shall be designed so that they are operable without the use of a tool. Door assemblies, including any frames and gasketing, shall be approved for the purpose, and shall not have fasteners that penetrate the duct. Listed and labeled access door assemblies shall be installed in accordance with the terms of the listing.

506.3.8.1 Personnel entry. Where ductwork is large enough to allow entry of personnel, not less than one approved or listed opening having dimensions not less than 20 inches by 20 inches (508 mm by 508 mm) shall be provided in the horizontal sections, and in the top of vertical risers. Where such entry is provided, the duct and its supports shall be capable of supporting the additional load and the cleanouts specified in Section 506.3.8 are not required.

506.3.9 Grease duct horizontal cleanouts. Cleanouts located on horizontal sections of ducts shall be spaced not more than 20 feet (6096 mm) apart. The cleanouts shall be located on the side of the duct with the opening not less than 1.5 inches (38 mm) above the bottom of the duct, and not less than 1 inch (25 mm) below the top of the duct. The opening minimum dimensions shall be 12 inches (305 mm) on each side. Where the dimensions of the side of the duct prohibit the cleanout installation prescribed herein, the openings shall be on the top of the duct or the bottom of the duct. Where located on the top of the duct, the opening edges shall be a minimum of 1 inch (25 mm) from the edges of the duct. Where located in the bottom of the duct, cleanout openings shall be designed to provide internal damming around the opening, shall be provided with gasketing to preclude grease leakage, shall provide for drainage of grease down the duct around the dam, and shall be approved for the application. Where the dimensions of the sides, top or bottom of the duct preclude the installation of the prescribed minimum-size cleanout opening, the cleanout shall be located on the duct face that affords the largest opening dimension and shall be installed with the opening edges at the prescribed distances from the duct edges as previously set forth in this section.

506.3.10 Grease duct enclosure. A grease duct serving a Type I hood that penetrates a ceiling, wall or floor shall be enclosed from the point of penetration to the outlet terminal. A duct shall penetrate exterior walls only at locations where unprotected openings are permitted by the *International Building Code*. Ducts shall be enclosed in accordance with the *International Building Code* requirements for shaft construction. The duct enclosure shall be sealed around the duct at the point of penetration and vented to the outside of the building through the use of weather-protected openings. Clearance from the duct to the interior surface of enclosures of combustible construction shall be not less than 18 inches (457 mm). Clearance from the duct to the interior surface of enclosures of noncombustible construction or gypsum wallboard attached to noncombustible structures shall be not less than 6 inches (152 mm). The duct enclosure shall serve a single grease exhaust duct system and shall not contain any other ducts, piping, wiring or systems.

Exceptions:

1. The shaft enclosure provisions of this section shall not be required where a duct penetration is protected with a through-penetration firestop system classified in accordance with ASTM E 814 and having an "F" and "T" rating equal to the fire-resistance rating of the assembly being penetrated and where the surface of the duct is continuously covered on all sides from the point at which the duct penetrates a ceiling, wall or floor to the outlet terminal with a classified and labeled material, system, method of construction or product specifically evaluated for such purpose, in accordance with a nationally recognized standard for such enclosure materials. Exposed duct wrap systems shall be protected where subject to physical damage.
2. A duct enclosure shall not be required for a grease duct that penetrates only a nonfire-resistance-rated roof/ceiling assembly.

506.3.11 Grease duct fire-resistive access opening. Where cleanout openings are located in ducts within a fire-resistance-rated enclosure, access openings shall be provided in the enclosure at each cleanout point. Access openings shall be equipped with tight-fitting sliding or hinged doors that are equal in fire-resistive protection to that of the shaft or enclosure. An approved sign shall be placed on access opening panels with wording as follows: "ACCESS PANEL. DO NOT OBSTRUCT."

506.3.12 Exhaust outlets serving Type I hoods. Exhaust outlets for grease ducts serving Type I hoods shall conform to the requirements of Sections 506.3.12.1 through 506.3.12.3.

506.3.12.1 Termination above the roof. Exhaust outlets that terminate above the roof shall have the discharge opening located not less than 40 inches (1016 mm) above the roof surface.

506.3.12.2 Termination through an exterior wall. Exhaust outlets shall be permitted to terminate through exterior walls where the smoke, grease, gases, vapors, and odors in the discharge from such terminations do not create a public nuisance or a fire hazard. Such terminations shall not be located where protected openings are required by the International Building Code. Other exterior openings shall not be located within 3 feet (914 mm) of such terminations.

506.3.12.3 Termination location. Exhaust outlets shall be located not less than 10 feet (3048 mm) horizontally from parts of the same or contiguous buildings, adjacent property lines and air intake openings into any building and shall be located not less than 10 feet (3048 mm) above the adjoining grade level.

Exception: Exhaust outlets shall terminate not less than 5 feet (1524 mm) from an adjacent building, adjacent property line and air intake openings into a building where air from the exhaust outlet discharges away from such locations.

506.4 Ducts serving Type II hoods. Single or combined Type II exhaust systems for food-processing operations shall be independent of all other exhaust systems. Commercial kitchen exhaust systems serving Type II hoods shall comply with Sections 506.4.1 and 506.4.2.

506.4.1 Type II exhaust outlets. Exhaust outlets for ducts serving Type II hoods shall comply with Sections 401.5 and 401.5.2. Such outlets shall be protected against local weather conditions and shall meet the provisions for exterior wall opening protectives in accordance with the International Building Code.

506.4.2 Ducts. Ducts and plenums serving Type II hoods shall be constructed of rigid metallic materials. Duct construction, installation, bracing and supports shall comply with Chapter 6. Ducts subject to positive pressure and ducts conveying moisture-laden or waste-heat-laden air shall be constructed, joined and sealed in an approved manner.

506.5 Exhaust equipment. Exhaust equipment, including fans and grease reservoirs, shall comply with Section 506.5.1

through 506.5.5 and shall be of an approved design or shall be listed for the application.

506.5.1 Exhaust fans. Exhaust fan housings serving a Type I hood shall be constructed as required for grease ducts in accordance with Section 506.3.1.1.

Exception: Fans listed and labeled in accordance with UL 762.

506.5.1.1 Fan motor. Exhaust fan motors shall be located outside of the exhaust airstream.

506.5.2 Exhaust fan discharge. Exhaust fans shall be positioned so that the discharge will not impinge on the roof, other equipment or appliances or parts of the structure. A vertical discharge fan shall be manufactured with an approved drain outlet at the lowest point of the housing to permit drainage of grease to an approved grease reservoir.

506.5.3 Exhaust fan mounting. An upblast fan shall be hinged and supplied with a flexible weatherproof electrical cable to permit inspection and cleaning. The ductwork shall extend a minimum of 18 inches (457 mm) above the roof surface.

506.5.4 Clearances. Exhaust equipment serving a Type I hood shall have a clearance to combustible construction of not less than 18 inches (457 mm).

Exception: Factory-built exhaust equipment installed in accordance with Section 304.1 and listed for a lesser clearance.

506.5.5 Termination location. The outlet of exhaust equipment serving Type I hoods, shall be in accordance with Section 506.3.12.3

Exception: The minimum horizontal distance between vertical discharge fans and parapet-type building structures shall be 2 feet (610 mm) provided that such structures are not higher than the top of the fan discharge opening.

SECTION 507 COMMERCIAL KITCHEN HOODS

507.1 General. Commercial kitchen exhaust hoods shall comply with the requirements of this section. Hoods shall be Type I or Type II and shall be designed to capture and confine cooking vapors and residues.

Exceptions:

1. Factory-built commercial exhaust hoods which are tested in accordance with UL 710, listed, labeled and installed in accordance with Section 304.1 shall not be required to comply with Sections 507.4, 507.7, 507.11, 507.12, 507.13, 507.14 and 507.15.
2. Factory-built commercial cooking recirculating systems which are tested in accordance with UL 197, listed, labeled and installed in accordance with Section 304.1 shall not be required to comply with Sections 507.4, 507.5, 507.7, 507.12, 507.13, 507.14 and 507.15.
3. Net exhaust volumes for hoods shall be permitted to be reduced during no-load cooking conditions, where

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engineered or listed multi-speed or variable-speed controls automatically operate the exhaust system to maintain capture and removal of cooking effluents as required by this section.

507.2 Where required. A Type I or Type II hood shall be installed at or above all commercial cooking appliances in accordance with Sections 507.2.1 and 507.2.2. Where any cooking appliance under a single hood requires a Type I hood, a Type I hood shall be installed. Where a Type II hood is required, a Type I or Type II hood shall be installed.

507.2.1 Type I hoods. Type I hoods shall be installed where cooking appliances produce grease or smoke, such as occurs with griddles, fryers, broilers, ovens, ranges and wok ranges.

507.2.2 Type II hoods. Type II hoods shall be installed where cooking or dishwashing appliances produce heat or steam and do not produce grease or smoke, such as steamers, kettles, pasta cookers and dishwashing machines.

Exceptions:

1. Under-counter-type commercial dishwashing machines.
2. A Type II hood is not required for dishwashers and potwashers that are provided with heat and water vapor exhaust systems that are supplied by the appliance manufacturer and are installed in accordance with the manufacturer's instructions.

507.2.3 Domestic cooking appliances used for commercial purposes. Domestic cooking appliances utilized for commercial purposes shall be provided with Type I or Type II hoods as required for the type of appliances and processes in accordance with Sections 507.2, 507.2.1 and 507.2.2.

507.2.4 Solid fuel. Type I hoods for use over solid fuel-burning cooking appliances shall discharge to an exhaust system that is independent of other exhaust systems.

507.3 Fuel-burning appliances. Where vented fuel-burning appliances are located in the same room or space as the hood, provisions shall be made to prevent the hood system from interfering with normal operation of the appliance vents.

507.4 Type I materials. Type I hoods shall be constructed of steel not less than 0.043 inch (1.09 mm) (No. 18 MSG) in thickness, or stainless steel not less than 0.037 inch (0.94 mm) (No. 20 MSG) in thickness.

507.5 Type II hood materials. Type II hoods shall be constructed of steel not less than 0.030 inch (0.76 mm) (No. 22 Gage) in thickness, stainless steel not less than 0.024 inch (0.61 mm) (No. 24 Gage) in thickness, copper sheets weighing not less than 24 ounces per square foot (7.3 kg/m²), or of other approved material and gage.

507.6 Supports. Type I hoods shall be secured in place by non-combustible supports. All Type I and Type II hood supports shall be adequate for the applied load of the hood, the unsupported ductwork, the effluent loading, and the possible weight of personnel working in or on the hood

507.7 Hood joints, seams and penetrations. Hood joints, seams and penetrations shall comply with Sections 507.7.1 and 507.7.2.

TYPE OF COOKING APPLIANCES	HEIGHT ABOVE COOKING SURFACE (feet)
Without exposed flame	0.5
Exposed flame and burners	2
Exposed charcoal and charbroil type	3.5

For SI: 1 foot = 304.8 mm.

507.11.1 Criteria. Filters shall be of such size, type and arrangement as will permit the required quantity of air to pass through such units at rates not exceeding those for which the filter or unit was designed or approved. Filter units shall be

installed in frames or holders so as to be readily removable without the use of separate tools, unless designed and installed to be cleaned in place and the system is equipped for such cleaning in place. Removable filter units shall be of a size that will allow them to be cleaned in a dishwashing machine or pot sink. Filter units shall be arranged in place or provided with drip-intercepting devices to prevent grease or other condensate from dripping into food or on food preparation surfaces.

507.11.2 Mounting position. Filters shall be installed at an angle of not less than 45 degrees (0.79 rad) from the horizontal and shall be equipped with a drip tray beneath the lower edge of the filters.

507.12 Canopy size and location. The inside lower edge of canopy-type commercial cooking hoods shall overhang or extend a horizontal distance of not less than 6 inches (152 mm) beyond the edge of the cooking surface, on all open sides. The vertical distance between the front lower lip of the hood and the cooking surface shall not exceed 4 feet (1219 mm).

Exception: The hood shall be permitted to be flush with the outer edge of the cooking surface where the hood is closed to the appliance side by a noncombustible wall or panel.

507.13 Capacity of hoods. Commercial food service hoods shall exhaust a minimum net quantity of air determined in accordance with this section and Sections 507.13.1 through 507.13.4. The net quantity of exhaust air shall be calculated by subtracting any airflow supplied directly to a hood cavity from the total exhaust flow rate of a hood. Where any combination of extra-heavy-duty, heavy-duty, medium-duty, and light-duty cooking appliances are utilized under a single hood, the highest exhaust rate required by this section shall be used for the entire hood.

507.13.1 Extra-heavy-duty cooking appliances. The minimum net airflow for Type I hoods used for extra-heavy-duty cooking appliances shall be determined as follows:

Type of Hood	CFM per linear foot of hood
Wall-mounted canopy	550
Single island canopy	700
Double island canopy (per side)	550
Backshelf/pass-over	Not allowed
Eyebrow	Not allowed

For SI: 1 cfm per linear foot = 1.55 L/s per linear meter.

507.13.2 Heavy-duty cooking appliances. The minimum net airflow for Type I hoods used for heavy-duty cooking appliances shall be determined as follows:

Type of Hood	CFM per linear foot of hood
Wall-mounted canopy	400
Single island canopy	600
Double island canopy (per side)	400
Backshelf/pass-over	400
Eyebrow	Not allowed

For SI: 1 cfm per linear foot = 1.55 L/s per linear meter

507.13.3 Medium-duty cooking appliances. The minimum net airflow for Type I hoods used for medium-duty cooking appliances shall be determined as follows:

Type of Hood	CFM per linear foot of hood
Wall-mounted canopy	300
Single island canopy	500
Double island canopy (per side)	300
Backshelf/pass-over	300
Eyebrow	250

For SI: 1 cfm per linear foot = 1.55 L/s per linear meter.

507.13.4 Light-duty cooking appliances. The minimum net airflow for Type I hoods used for light-duty cooking appliances and food service preparation and cooking operations approved for use under a Type II hood shall be determined as follows:

Type of Hood	CFM per linear foot of hood
Wall-mounted canopy	200
Single island canopy	400
Double island canopy (per side)	250
Backshelf/pass-over	250
Eyebrow	250

For SI: 1 cfm per linear foot = 1.55 L/s per linear meter.

507.14 Noncanopy size and location. Noncanopy-type hoods shall be located a maximum of 3 feet (914 mm) above the cooking surface. The edge of the hood shall be set back a maximum of 1 foot (305 mm) from the edge of the cooking surface.

507.15 Exhaust outlets. Exhaust outlets located within the hood shall be located so as to optimize the capture of particulate matter. Each outlet shall serve not more than a 12-foot (3658 mm) section of hood.

507.16 Performance test. A performance test shall be conducted upon completion and before final approval of the installation of a ventilation system serving commercial cooking appliances. The test shall verify the rate of exhaust airflow required by Section 507.13, makeup airflow required by Section 508, and proper operation as specified in this chapter. The permit holder shall furnish the necessary test equipment and devices required to perform the tests.

507.16.1 Capture and containment test. The permit holder shall verify capture and containment performance of the exhaust system. This field test shall be conducted with all appliances under the hood at operating temperatures. Capture and containment shall be verified visually by observing smoke or steam produced by actual or simulated cooking, such as with smoke candles, smoke puffers, etc.

SECTION 508 COMMERCIAL KITCHEN MAKEUP AIR

508.1 Makeup air. Makeup air shall be supplied during the operation of commercial kitchen exhaust systems that are provided for commercial cooking appliances. The amount of

EXHAUST SYSTEMS

makeup air supplied shall be approximately equal to the amount of exhaust air. The makeup air shall not reduce the effectiveness of the exhaust system. Makeup air shall be provided by gravity or mechanical means or both. For mechanical makeup air systems, the exhaust and makeup air systems shall be electrically interlocked to insure that makeup air is provided whenever the exhaust system is in operation. Makeup air intake opening locations shall comply with Sections 401.5 and 401.5.1.

508.1.1 Makeup air temperature. The temperature differential between makeup air and the air in the conditioned space shall not exceed 10°F (6°C).

Exceptions:

1. Makeup air that is part of the air-conditioning system.
2. Makeup air that does not decrease the comfort conditions of the occupied space.

508.2 Compensating hoods. Manufacturers of compensating hoods shall provide a label indicating minimum exhaust flow and/or maximum makeup airflow that provides capture and containment of the exhaust effluent.

SECTION 509 FIRE SUPPRESSION SYSTEMS

509.1 Where required. Commercial cooking appliances required by Section 507.2.1 to have a Type I hood shall be provided with an approved automatic fire suppression system complying with the *International Building Code* and the *International Fire Code*.

SECTION 510 HAZARDOUS EXHAUST SYSTEMS

510.1 General. This section shall govern the design and construction of duct systems for hazardous exhaust and shall determine where such systems are required. Hazardous exhaust systems are systems designed to capture and control hazardous emissions generated from product handling or processes, and convey those emissions to the outdoors. Hazardous emissions include flammable vapors, gases, fumes, mists or dusts, and volatile or airborne materials posing a health hazard, such as toxic or corrosive materials. For the purposes of this section, the health-hazard rating of materials shall be as specified in NFPA 704.

510.2 Where required. A hazardous exhaust system shall be required wherever operations involving the handling or processing of hazardous materials, in the absence of such exhaust systems and under normal operating conditions, have the potential to create one of the following conditions:

1. A flammable vapor, gas, fume, mist or dust is present in concentrations exceeding 25 percent of the lower flammability limit of the substance for the expected room temperature.
2. A vapor, gas, fume, mist or dust with a health-hazard rating of 4 is present in any concentration.

3. A vapor, gas, fume, mist or dust with a health-hazard rating of 1, 2 or 3 is present in concentrations exceeding 1 percent of the median lethal concentration of the substance for acute inhalation toxicity.

~~[F] 510.2.1 Lumber yards and woodworking facilities.~~

Equipment or machinery located inside buildings at lumber yards and woodworking facilities which generates or emits combustible dust shall be provided with an approved dust-collection and exhaust system installed in conformance with this section and the *International Fire Code*. Equipment and systems that are used to collect, process or convey combustible dusts shall be provided with an approved explosion-control system.

~~[F] 510.2.2~~ Combustible fibers. Equipment or machinery within a building which generates or emits combustible fibers shall be provided with an approved dust-collecting and exhaust system. Such systems shall comply with this code and the *International Fire Code*.

510.3 Design and operation. The design and operation of the exhaust system shall be such that flammable contaminants are diluted in noncontaminated air to maintain concentrations in the exhaust flow below 25 percent of the contaminant's lower flammability limit.

510.4 Independent system. Hazardous exhaust systems shall be independent of other types of exhaust systems. Incompatible materials, as defined in the *International Fire Code*, shall not be exhausted through the same hazardous exhaust system. Hazardous exhaust systems shall not share common shafts with other duct systems, except where such systems are hazardous exhaust systems originating in the same fire area.

Contaminated air shall not be recirculated to occupied areas unless the contaminants have been removed. Air contaminated with explosive or flammable vapors, fumes or dusts; flammable or toxic gases; or radioactive material shall not be recirculated.

510.5 Design. Systems for removal of vapors, gases and smoke shall be designed by the constant velocity or equal friction methods. Systems conveying particulate matter shall be designed employing the constant velocity method.

510.5.1 Balancing. Systems conveying explosive or radioactive materials shall be prebalanced by duct sizing. Other systems shall be balanced by duct sizing with balancing devices, such as dampers. Dampers provided to balance air-flow shall be provided with securely fixed minimum-position blocking devices to prevent restricting flow below the required volume or velocity.

510.5.2 Emission control. The design of the system shall be such that the emissions are confined to the area in which they are generated by air currents, hoods or enclosures and shall be exhausted by a duct system to a safe location or treated by removing contaminants.

510.5.3 Hoods required. Hoods or enclosures shall be used where contaminants originate in a limited area of a space. The design of the hood or enclosure shall be such that air currents created by the exhaust systems will capture the contaminants and transport them directly to the exhaust duct

tqco

**Fire &
Security**

SimplexGrinnellLP
20 Thomas Dr.
Westbrook, ME 04092- U.S.A.
Tel. (207)842-6440
Fax (207)842-6439

SimplexGrinnell

PROPOSAL AND CONTRACT

SimplexGrinnell Contract # Quote #P06-38	Salesperson: Tim Hinman	Date: March 30, 2006
Invoice To: Pete Henckel	Job Location: Mesa Verde Portland, ME Customer PO#	

SimplexGrinnell, for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the conditions outlined below:

SCOPE OF WORK:

Furnish & install a 4.6-gallon Pyro-Chem wet chemical fire suppression system per NFPA 17A, NFPA 96 and UL-300 to protect an 12' hood, an exhaust duct, an 8-burner range, a griddle and a fryer at Mesa Verde in Portland, ME. System will have capacity for future nozzles and appliances. Price includes providing: A. a 1-1/2" mechanical gas shutoff valve for Others to install (SimplexGrinnell will connect to system controls) and B. microswitches for Others to wire to for electrical functions such as the building fire alarm system, if applicable. Permit by Others. Price based upon a weekday installation = \$2.073

TERMS OF THIS AGREEMENT ARE			NET 10 <input type="checkbox"/>	NET 30 <input type="checkbox"/>	C.O.D. <input type="checkbox"/>
<input type="checkbox"/> Time and Material	<input type="checkbox"/> Price Not to Exceed \$ _____	<input checked="" type="checkbox"/> Fixed Price of \$2.073			
DEPOSIT: \$ _____	BALANCEDUE: \$ _____	AMEX <input type="checkbox"/>	MC/Visa <input type="checkbox"/>	Discover <input type="checkbox"/>	
CREDIT CARD# _____	Expiration Date: _____	Name on Credit Card: _____			

IMPORTANT NOTICE TO CUSTOMER

- A. The price for work to be performed under this agreement on a time and material basis shall be based upon the prevailing SimplexGrinnell prices for material, labor, and related items, in effect at the time supplied under this agreement. Further, in the event that this agreement is executed on a "price not to exceed" basis, the price to the customer shall be lesser of: 1. The limit price quoted, OR 2. The actual cumulative billing based on the aforementioned prevailing prices.
- B. SimplexGrinnell does not undertake an obligation to inspect for Code compliance unless stated in the above Scope of Work.
- C. Unless otherwise agreed in writing between the parties, the Customer shall pay SimplexGrinnell within thirty (30) days of the date of this Agreement. If SimplexGrinnell is subsequently requested by the Customer to perform additional work beyond the work set out in the above scope of work, the Customer shall pay SimplexGrinnell within net 10 or net 30 days (as selected above) from the date of the invoice or the date of completion of the work, whichever is earlier. The Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Where the Agreement is not executed, payment shall constitute acceptance of the terms and conditions of this Agreement.
- D. Additional work performed for the Customer by SimplexGrinnell (beyond the work set out in the above scope of work section) will be included in subsequent invoices and shall be governed by and subject to all of the terms and conditions of this Agreement.
- E. CUSTOMER AGREES THAT SIMPLEXGRINNELL'S LIABILITY FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGREEMENT PRICE SET OUT ABOVE (AS INCREASED BY THE PRICE FOR ANY ADDITIONAL WORK) OR, WHERE THE TIME AND MATERIAL TERM IS SELECTED ABOVE, CUSTOMER'S TIME AND MATERIALS PAYMENTS TO SIMPLEXGRINNELL. CUSTOMER FURTHER AGREES THAT SIMPLEXGRINNELL SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY ECONOMIC LOSS DAMAGES OF ANY KIND AND THAT THE CUSTOMER SHALL HOLD SIMPLEXGRINNELL HARMLESS FROM ANY AND ALL THIRD PARTY CLAIMS RELATING TO THE CUSTOMER'S FAILURE TO MAINTAIN THE SYSTEMS OR TO KEEP THEM IN OPERATIVE CONDITION OR RELATING TO SIMPLEXGRINNELL'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.
- F. THIS AGREEMENT CONSISTS OF THIS AGREEMENT PAGE AND THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO, and is the complete agreement between the parties. Customer acknowledges that he has read this agreement, understands it, and agrees to be bound by its terms and conditions. Neither party shall be bound by any statements or representation not contained in this agreement.

Pete Henckel
[Customer name]

SIMPLEXGRINNELLLP

By: _____
Name: _____
Title: _____

By: _____
Name: **Tim Hinman**
Title: **Suppression Sales Rep**

AGREEMENT

General Terms and Conditions

GENERAL PROVISIONS

The terms and conditions of this Agreement and any attached pages are an important part of this Agreement and are hereby incorporated by reference and accepted by the CUSTOMER. The Agreement page these General Terms and Conditions (collectively the "Agreement"), are intended by SimplexGrinnell and the CUSTOMER as a final expression of their Agreement and as a complete and exclusive statement of the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between SimplexGrinnell and the CUSTOMER written or oral, and shall constitute the sole terms and conditions of sale for all equipment and work. SimplexGrinnell is not bound by any provisions, printed or otherwise, at variance with the Agreement that may appear on any acknowledgement, purchase order or other form used by the CUSTOMER, such provisions being expressly rejected. No Waiver, change, or modification of any terms or conditions of this Agreement shall be binding on SimplexGrinnell unless made in writing and signed by an officer of SimplexGrinnell. All work to be performed by SimplexGrinnell will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding SimplexGrinnell holidays), as defined by SimplexGrinnell, unless additional times are specifically described in a special provision to this Agreement.

This Agreement does not cover systems, equipment, components or parts which are below grade, behind walls or other obstructions or exterior to the building, electrical wiring, piping, or system upgrades.

CUSTOMERS RESPONSIBILITIES

The CUSTOMER further agrees to:

- provide SimplexGrinnell access to the site,
- supply suitable electrical service, heat, heat tracing, and adequate water supply,
- provide a safe work environment,
- to make payments as provided in this Agreement

HAZARDOUS MATERIALS

The CUSTOMER represents that, except to the extent that SimplexGrinnell has been given written notice of the following hazards prior to the execution of this Agreement, to the best of the CUSTOMER's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "hazardous conditions".

SimplexGrinnell shall have the right to rely on the representations listed above. If hazardous conditions are encountered by SimplexGrinnell during the course of SimplexGrinnell's work, the discovery of such materials shall constitute an event beyond SimplexGrinnell's control and SimplexGrinnell shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by the CUSTOMER and the CUSTOMER shall pay disruption expenses and re-mobilization expenses as determined by SimplexGrinnell.

The CUSTOMER shall indemnify and hold SimplexGrinnell harmless for any damages resulting from the exposure of workers to hazardous conditions, including damages for bodily injury and/or property damage, any consequential or indirect damages, and any attorneys' fees and expert costs incurred in connection with any such event, whether or not the CUSTOMER pre-notifies SimplexGrinnell of the existence of said hazardous conditions.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered. Said materials shall at all times remain the responsibility and property of the CUSTOMER. SimplexGrinnell shall not be responsible for testing, removal or disposal of such hazardous materials.

PAYMENT FAILURE

If the Customer fails to make any payment when due, SimplexGrinnell shall have the right, at SimplexGrinnell's sole discretion, to stop performing my work until the account is current. The Customer's failure to make payment when due is a material breach of this Agreement.

LIMITED WARRANTY

SIMPLEXGRINNELL WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING.

where SimplexGrinnell provides product or equipment of others, SimplexGrinnell will warrant the product or equipment only to the extent warranted by such third party.

WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SIMPLEXGRINNELL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE WORK PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. SIMPLEXGRINNELL MAKES NO WARRANTY OR REPRESENTATION AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE WORK PERFORMED UNDER THIS AGREEMENT, THAT SIMPLEXGRINNELL'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

LIMITATION OF LIABILITY

It is understood and agreed by the CUSTOMER that SimplexGrinnell is not an insurer and that insurance covering personal injury and property damage on the CUSTOMER's premises shall be obtained by the CUSTOMER; that the CUSTOMER agrees to look exclusively to the CUSTOMER's insurer to recover for injuries or damage in the event of any loss or injury; that the amounts payable to SimplexGrinnell hereunder are based upon the value of the Work and the scope of liability set forth herein; and that SimplexGrinnell is not guaranteeing that no loss will occur.

LIQUIDATED DAMAGES; LIMITATIONS OF REMEDY

SimplexGrinnell and the CUSTOMER agree that it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the System(s) or failure of any SimplexGrinnell device or failure to perform, or negligent performance of Work; if, notwithstanding the above provisions, there should arise any liability on the part of SimplexGrinnell, such liability shall be limited to an amount equal to the Agreement price. Where this Agreement covers multiple sites, liability shall be limited to the amount of the Agreement price allocable to the site where the incident occurred.

Such sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty. If the Customer desires SimplexGrinnell to assume greater liability, the parties shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by SimplexGrinnell of such greater liability, provided however that such rider shall in no way be interpreted to hold SimplexGrinnell as an insurer. IN NO MANNER SHALL SIMPLEXGRINNELL BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. SIMPLEXGRINNELL SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE SYSTEM(S) TO PERFORM.

INSURANCE

The CUSTOMER shall name SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on the CUSTOMER's general liability and auto liability policies.

INDEMNITY

The CUSTOMER agrees to indemnify, hold harmless and defend SimplexGrinnell against any and all losses, damages, costs and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of the Customer or SimplexGrinnell relating in any way to this Agreement, including but not limited to the Work under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. SimplexGrinnell reserves the right to select counsel to represent it in any such action.

FORCE MAJEURE

SimplexGrinnell shall not be responsible for failure to render Work due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God, or any other cause beyond the control of SimplexGrinnell.

WAIVER OF SUBROGATION

The CUSTOMER does hereby, for itself and all others claiming for it under this Agreement, release and discharge SimplexGrinnell from and against all hazards covered by the CUSTOMER's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SimplexGrinnell.

ONE-YEAR LIMITATION ON ACTIONS; CHOICE OF LAW

It is agreed that no suit or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

ASSIGNMENT

Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement to an affiliate without obtaining the other party's consent.

REPORTS

SimplexGrinnell may fill out an installation report and, where applicable, SimplexGrinnell may submit a copy thereof to the local authority having jurisdiction. The report is not intended to imply that no loss will occur. Final responsibility for the condition and operation of the System and equipment and components is with the CUSTOMER.

ENTRY

SimplexGrinnell may enter the Customer's premises at all reasonable times to perform the Work under this Agreement.

WATER SUPPLY

SimplexGrinnell shall not be liable or responsible for the adequacy or condition of the water supply.

SEVERABILITY

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

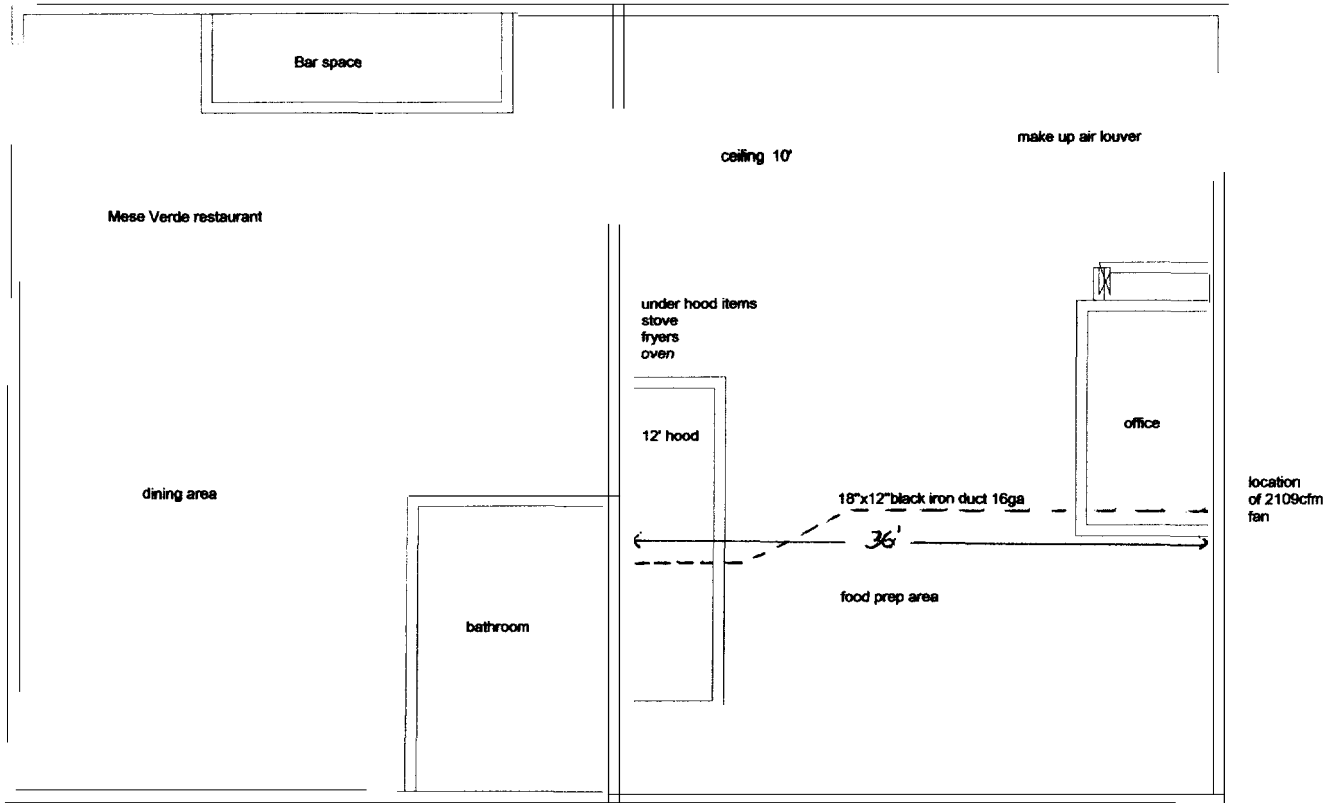
LEGAL FEES

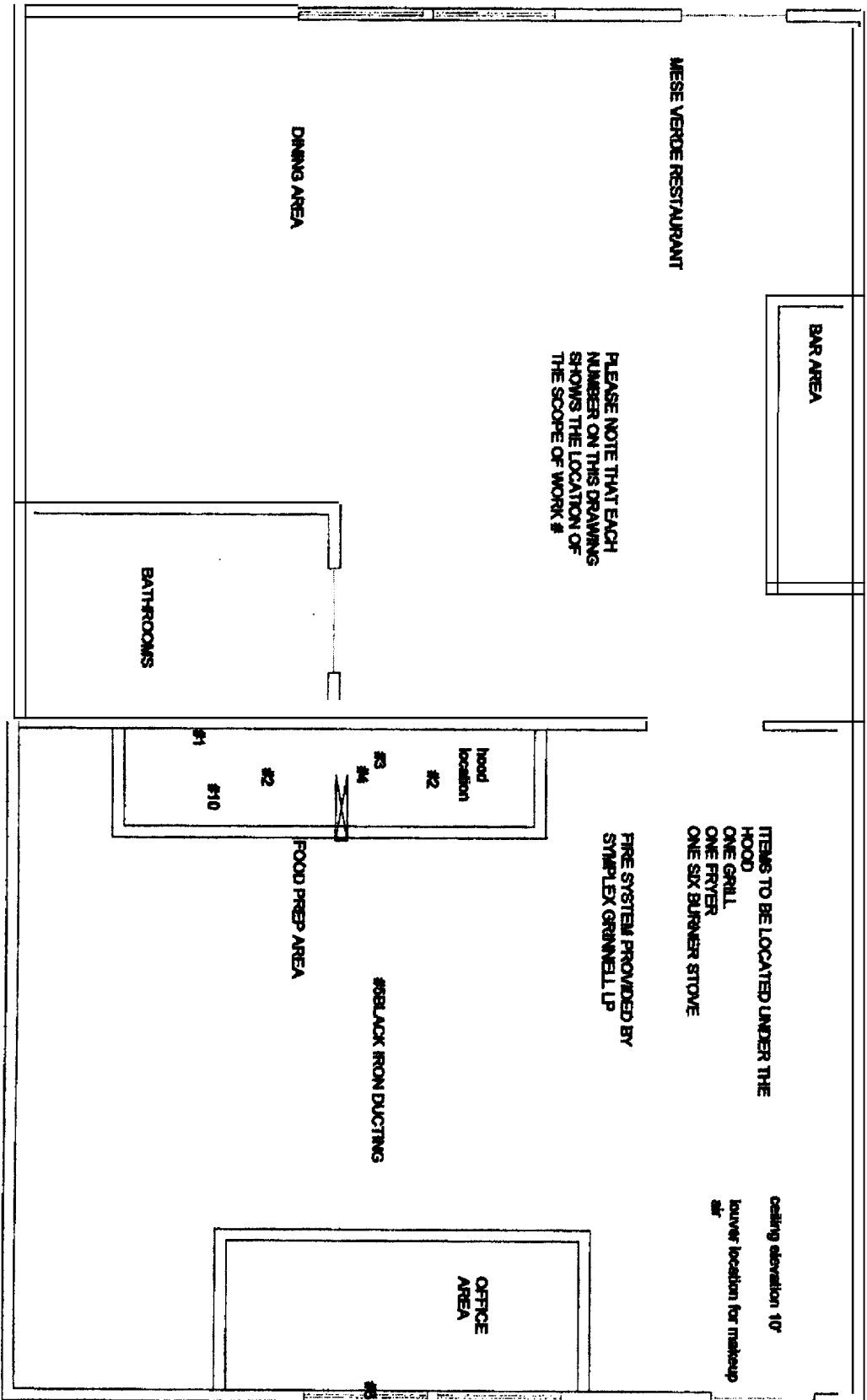
SimplexGrinnell shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with SimplexGrinnell enforcing the terms and conditions of this agreement.

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All specifications and other information shown were current as of publication, and are subject to change without notice.

MC1319-101-01-Z





BAR AREA

MESE VERDE RESTAURANT

PLEASE NOTE THAT EACH NUMBER ON THIS DRAWING SHOWS THE LOCATION OF THE SCOPE OF WORK #

DINING AREA

BATHROOMS

ITEMS TO BE LOCATED UNDER THE HOOD
ONE GRILL
ONE FRYER
ONE SIX BURNER STOVE

FIRE SYSTEM PROVIDED BY SIMPLEX GRINNELL LP

hood location

#2

#3

#4

#2

#1

#10

FOOD PREP AREA

#BLACK IRON DUCTING

ceiling elevation 10'
blower location for makeup air

OFFICE AREA

#5

#8

FAN LOCATION

HENCKEL Design and Fabrication

134 Hartley Street
Portland, Maine
04103

Phone: 1-207-318-2623
Fax: 1-207-772-8952
E-mail: petehenckel@maine.rr.com

May 31, 2006

Barbara,

Below you will find the scope of work for the installation of **two** used six foot exhaust hoods That came from Shaws bakery and the required **ductwork**. If you should have any questions Please feel free to call at any time and thank you for the chance to earn you business.

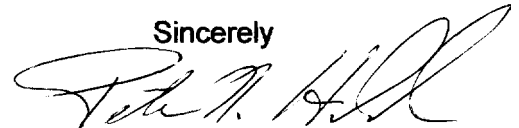
- #1. one piece of aluminum will be installed on the back wall to complete the backsplash (Customer will provide).
- #2. a stainless steel ledger will be installed to help anchor the hood.
- #3. **two** six foot hoods will be hung from the ceiling using 3/8" threaded rod.
- #4. once hung the **two** hoods exhaust openings will be joined using 16ga welded black iron Ductwork.
- #5. from that point thirty six feet of welded duct will be installed and hung from the ceiling.
- #6. **were** the duct exits the building using one of the window openings a 16 ga galvanized wall curb will **be** installed.
- #7. Where ever the ductwork comes within three inches of any fire hazard a 15A fireshield Will be installed per code.
- #8. **at** the exterior of the building the duct will be lowered to achieve the maximum distance from any structural openings.
- #9. a 2109 cfm exhaust fan @1/2" of static pressure will be installed.
- #10. SimplexGrinnell will install a fire suppression system (details in supplied quote)per code.

Prior to the work all permits will be obtained thru the code enforcement office and this scope of Work will be provided to the fire department.

This quote includes no electrical work and all work performed by Henckel Design and Fabrication will be warrentied for one year.

The quote for the work listed above is 5491.00 H/D/F
The quote from SimplexGrinnell is 2073.00
Total 7564.00

Sincerely



- Restaurant Hoods • Boiler Breaching • HVAC Design • Curb Adapters and Unit Installations •
• Welded Ducting • Custom Welding Fabrication •

Please call 874-8703 or 874-8693 to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initialzing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

- W Footing/Building Location Inspection: Prior to pouring concrete
- W Re-Bar Schedule Inspection: Prior to pouring concrete
- W Foundation Inspection: Prior to placing ANY backfill
- ✓ Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- ✓ Final Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection

✓ If any of the inspections do not occur, the project cannot go on to the next phase, **REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.**

~~CERTIFICATE OF OCCUPANCIES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED~~

Signature of Applicant/Designee

Date

Signature of Inspections Official

Date

CBL: 039A005 Building Permit #: 060956



CITY OF PORTLAND, MAINE
Department of Building Inspections

6-27 2006

Received from Peter Heinkel

Location of Work 90 Exchange 618 Congress
32 47 39 AS

Cost of Construction \$ _____

Permit Fee \$ 177.00

Building (U) Plumbing (I5) _____ Electrical (I2) _____ Site Plan (U2) _____

Other Hooks & 2

CBL: _____

Check #: 1000 Total Collected \$ 177

THIS IS NOT A PERMIT

No work is to be started until PERMIT CARD is actually posted upon the premises. Acceptance of fee is no guarantee that permit will be granted. PRESERVE THIS RECEIPT. In case permit cannot be granted the amount of the fee will be refunded upon return of the receipt less \$10.00 or 10% whichever is greater.

WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Permit Copy