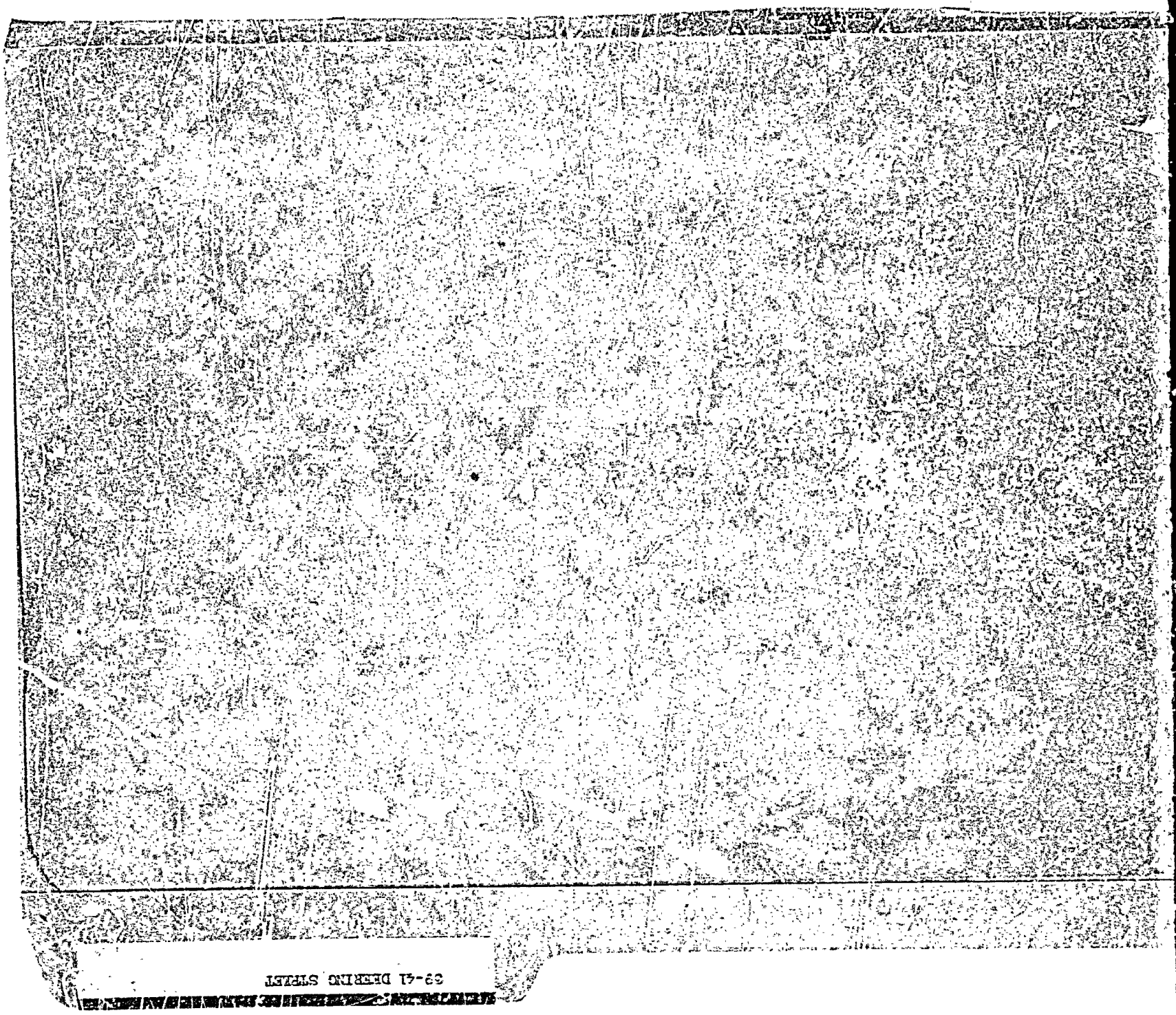

39-41 DEERING STREET

CITY OF PORTLAND, MAINE
DEPARTMENT OF BUILDING INSPECTION

COMPLAINT

Location: 39 Deering St.

INSPECTION COPY

COMPLAINT NO. 73/710 Date Received July 19, 1973

Location 39 Deering St. Use of Building

Owner's name and address A. Zimmerman- 142 Sherman St. Telephone

Tenant's name and address Telephone

Complainant's name and address Neighbor Telephone

Description: Retaining Wall falling into 39 Deering St. Owner @142 Sherman won't fix or even share expenses or do anything.

NOTES:

PERMIT TO INSTALL PLUMBING

11072
PERMIT NUMBER

Date Issued 1-8-62

PORTLAND PLUMBING INSPECTOR

By J. P. Welch

APPROVED FIRST INSPECTION

Date 1-15-62

By J. P. Welch

APPROVED FINAL INSPECTION

Date 1-29-62

By JOSEPH P. WELCH

TYPE OF BUILDING
- ☐ COMMERCIAL
- ☐ RESIDENTIAL
  - ☐ SINGLE
  - ☐ MULTI FAMILY
- ☐ NEW CONSTRUCTION
- ☐ REMODELING

Address	39 Deering Street
Installation For:	Dr. John Lappin
Owner of Bldg.	Dr. John Lappin
Owner's Address:	40 Bowdoin Street
Plumber:	Lawrence M. White
Date:	1-8-62

NEW	REPL	PROPOSED INSTALLATIONS	NUMBER	FEE
		SINKS		
1		LAVATORIES	1	$ 2.00
1		TOILETS	1	2.00
		BATH TUBS		
		SHOWERS		
		DRAINS		
		HOT WATER TANKS		
		TANKLESS WATER HEATERS		
		GARBAGE GRINDERS		
		SEPTIC TANKS		
		HOUSE SEWERS		
		ROOF LEADERS (Conn. to house drain)		

PORTLAND HEALTH DEPT. PLUMBING INSPECTION

TOTAL ▶ $ 4.00

FILL IN AND SIGN WITH INK

APPLICATION FOR PERMIT FOR HEATING, COOKING OR POWER EQUIPMENT

PERMIT ISSUED
MAR 3 1961
CITY of PORTLAND

Portland, Maine, March 3, 1961

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to install the following heating, cooking or power equipment in accordance with the Laws of Maine, the Building Code of the City of Portland, and the following specifications:

Location 39 Deering Street. Use of Building offices & apts. No. Stories 2. ~~New~~ Building Existing "

Name and address of owner of appliance Dr. John J. Loiselle, 171 State St. Telephone 4-884, 4554

Installer's name and address Randall & McAllister, 84 Commercial St.

General Description of Work

To instal oil burning equipment in connection with existing forced hot water heat (conversion)

IF HEATER, OR POWER BOILER

Location of appliance ..... Any burnable material in floor surface or beneath? .....

If so, how protected? ..... Kind of fuel? .....

Minimum distance to burnable material, from top of appliance or casing top of furnace .....

From top of smoke pipe ..... From front of appliance ..... From sides or back of appliance .....

Size of chimney flue ..... Other connections to same flue .....

If gas fired, how vented? ..... Rated maximum demand per hour .....

Will sufficient fresh air be supplied to the appliance to insure proper and safe combustion? .....

IF OIL BURNER

Name and type of burner ..... Labelled by underwriters' laboratories? yes

Will operator be always in attendance? ..... Does oil supply line feed from top or bottom of tank? bottom

Type of floor beneath burner concrete ..... Size of vent pipe 1½" .....

Location of oil storage basement ..... Number and capacity of tanks 2-275 gal.

Low water shut off ..... Make ..... No. .....

Will all tanks be more than five feet from any flame? yes How many tanks enclosed? .....

Total capacity of any existing storage tanks for furnace burners none .....

IF COOKING APPLIANCE

Location of appliance ..... Any burnable material in floor surface or beneath? .....

If so, how protected? ..... Height of Legs, if any .....

Skirting at bottom of appliance? ..... Distance to combustible material from top of appliance? .....

From front of appliance ..... From sides and back ..... From top of smokepipe .....

Size of chimney flue ..... Other connections to same flue .....

Is hood to be provided? ..... If so, how vented? ..... Forced or gravity? .....

If gas fired, how vented? ..... Rated maximum demand per hour .....

MISCELLANEOUS EQUIPMENT OR SPECIAL INFORMATION

.....

.....

.....

.....

.....

.....

Amount of fee enclosed? 2.00 ($2.00 for one heater, etc., 50 cents additional for each additional heater, etc., in same building at same time.)

APPROVED:

3/3/61 .....

.....

.....

Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes Randall & McAllister

Signature of Installer By: M. McKilgore

P.H

CS 300

INSPECTION COPY

Permit No. 611

Location 39 Kreiger St.

Owner Oz Pelletier

Date of permit 3/11/61

Approved

NOTES

4-3-61 Burner on job not installed
Both Fire doors in basement
boarded open OK
Plaster off ceiling
OK

4-24-61 About done
Janitor to fix ceiling
& close fire doors OK

FILL IN AND SIGN WITH INK

APPLICATION FOR PERMIT FOR HEATING, COOKING OR POWER EQUIPMENT

PERMIT ISSUED
No. 6217
NOV 1 1946

Portland, Maine, October 31, 1946

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to install the following heating, cooking or power equipment in accordance with the Laws of Maine, the Building Code of the City of Portland, and the following specifications:

Location 39 Deering Street Use of Building Apartment House No. Stories 2 xxx Building Existing "

Name and address of owner of appliance Dr. John Leppin, 40 Bolton Street

Installer's name and address Randall & McAllister, 84 Commercial St. Telephone 3-2941

General Description of Work

To install oil burning equipment in connection with existing steam heat.

IF HEATER, OR POWER BOILER

Location of appliance or source of heat Type of floor beneath appliance

If wood, how protected? Kind of fuel

Minimum distance to wood or combustible material, from top of appliance or casing top of furnace

From top of smoke pipe From front of appliance From sides or back of appliance

Size of chimney flue Other connections to same flue

If gas fired, how vented? Rated maximum demand per hour

IF OIL BURNER

Name and type of burner Timken Labelled by underwriters' laboratories? yes

Will operator be always in attendance? no Does oil supply line feed from top or bottom of tank? Bottom

Type of floor beneath burner Concrete

Location of oil storage Cellar Number and capacity of tanks 2-275gallons

If two 275-gallon tanks, will three-way valve be provided? yes

Will all tanks be more than five feet from any flame? yes How many tanks fire proofed?

IF COOKING APPLIANCE

Location of appliance Kind of fuel Type of floor beneath appliance

If wood, how protected?

Minimum distance to wood or combustible material from top of appliance

From front of appliance From sides and back: From top of smokepipe

Size of chimney flue Other connections to same flue

Is hood to be provided? If so, how vented?

If gas fired, how vented? Rated maximum demand per hour

MISCELLANEOUS EQUIPMENT OR SPECIAL INFORMATION

Amount of fee enclosed? $1.00 ($1.00 for one heater, etc.; $.50 additional for each additional heater, etc., in same building at same time.)

APPROVED:
OK 10-31-46 PMT

...charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes

Randall & McAllister

Signature of Installer By: Arthur Riley, Sec'y-Mgr.

INSPECTION COPY

Permit No. 76/2174

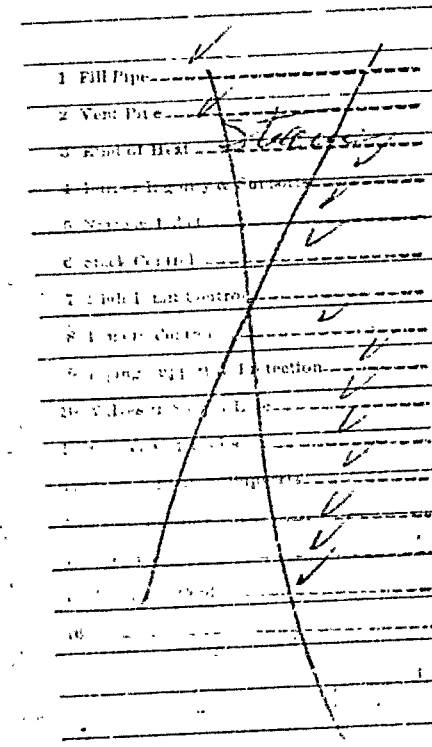
Location 39 Deering - SA

Owner Dr. John Lappin

Date of permit 11/1/46

Approved 11/19/46 Fire

NOTES



FILL IN COMPLETELY AND SIGN WITH INK

PERMIT ISSUED

Permit No. 1206

OCT 30 1943

APPLICATION FOR PERMIT FOR HEATING, COOKING OR POWER EQUIPMENT

Portland, Maine, October 30, 1943

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to install the following heating, cooking or power equipment in accordance with the Laws of Maine, the Building Code of the City of Portland, and the following specifications:

Location 30 Deering Street Use of Building Apartment house No. Stories 3 New Building / Existing "

Name and address of owner of appliance Dr. John J. Luopin, Me.

Installer's name and address Doherty, Ryan & Young Co., 361 Forest Ave. Telephone 3-1071

General Description of Work

To install water hot/heating ~~water~~ boiler (lower) ok'd AGS.

IF HEATER, POWER BOILER OR COOKING DEVICE

Is appliance or source of heat to be in cellar? yes If not, which story Kind of Fuel coal

Material of supports of appliance (concrete floor or what kind) concrete

Minimum distance to wood or combustible material, from top of appliance or casing top of furnace, 2'

from top of smoke pipe 30" from front of appliance over 4' from sides or back of appliance ~~over 3'~~

Size of chimney flue 12x12 Other connections to same flue none

IF OIL BURNER

Name and type of burner Labeled and approved by Underwriters' Laboratories?

Will operator be always in attendance? Type of oil feed (gravity or pressure)

Location oil storage No. and capacity of tanks

Will all tanks be more than seven feet from any flame? How many tanks fireproofed?

Amount of fee enclosed? 1.00 ($1.00 for one heater, etc., 50 cents additional for each additional heater, etc., in same building at same time.)

Signature of Installer Doherty, Ryan & Young Co.

By Ralph A. Young

INSPECTION COPY

Permit No. 43/1106 Lic 43/760

Location 39 Deering St.

Owner Dr. John J. Lappin NHA

Date of Permit 10/30/43

Port Card sent

Notif. for inspn.

Approval Tag issued 11/2/43

Oil Burner Check List (date)

1. Kind of heat
2. Label
3. Anti-siphon
4. Oil storage
5. Tank: Distance
6. Vent Pipe
7. Fill Pipe
8. Gauge
9. Rigidity
10. Feed safety
11. Pipe size and material
12. Control valve
13. Ash pit vent
14. Temp. or pressure safety
15. Instruction card
15.

NOTES

Results of Final Inspection of Apartment Building
at 39 Murray Street on Oct 27, 1943

1.- No permit issued for installation of new heater in cellar replacing two existing heaters. Installation made by Doherty, Ryan + Young, 31 Forest Ave. Their workman on job said he should leave word at office for them to apply for belated permit.

2.- Lights on fire doors to stairway enclosure not burning through the night time. Property self-closing. Exit signs showing way from stairway enclosure to outside grade - strange door as called for in Letter of Building Inspector dated Aug. 6, 1943 not provided. Make openings tight around pipes + wires passing thru enclosure walls.

3.- Connect smoke pipes from hot water heater and range in rear room in basement to chimney.

4.- Patch with Plaster holes in ceiling of
a.- Passageway to grade exit door in basement
b.- Boiler room around pipes - wires.
c.- Coal bin since this ceiling is of wood, metal or mineral wool may be used around pipes.
d.- Meter box around pipes + wires.

5.- Handrail at head of stairs to basement should be provided so as to give a proper hand hold. This is important since this stairway is part of the rear exit from Building.

6.- Pull chains should be removed from all lights in public halls, so that they can be operated only by time switch in basement. Lights in first story front hall were not on when other halls lights were lighted. They should be made to operate from time switch with all other lights in public halls.

Inspection made by A. J. Sears

The [illegible] contractor [illegible] in order to [illegible] in such architects + he heard he would

Sustained conditionally
7/23/43

City of Portland, Maine

Chairman Libby _____

Mr. Berry _____

Mr. Harrison _____

Dr. Leighton _____

Mr. Harry Libby _____

Appeal to the Municipal Officers to Change the Deci

Inspector of Buildings Relating to the Property

by John J. Lappin,MD at 39 Deering Street
(Lessee - National Housing Agency)

July 21, 1943

To the Municipal Officers:

Your appellant, John J. Lappin,MD
(Lessee - National Housing Agency)

who is the owner of property at 39 Deering Street

respectfully petitions the Municipal Officers of the City of Portland to change the decision of the Inspector of Buildings relating to this property, as provided by Section ~~15~~ 115 Paragraph a of the ~~Zoning~~ Building Ordinance, on the ground that the enforcement of the ordinance in this case involves unnecessary hardship and because relief may be granted without substantially derogating from the intent and purpose of the ~~Zoning~~ Building Ordinance.

The decision of the Inspector of Buildings denies a permit to cover alterations of the single family dwelling there to an apartment house of six families because (1) there is only a single riser at the foot of the rear stairs from 2nd to 3rd floors and at foot of rear stairs from 1st to 2nd; (2) head of window in bedroom of rear 3rd story apartment only 4 feet 4 inches above floor instead of 6 feet, inside wall of this room 21 feet from window instead of 15-foot maximum; (3) window areas in bedroom of each front apartment 2nd and 3rd stories less than 10% of floor area; (4) existing skylight over rear hall only 18 square feet area instead of 24 square feet; (5) public "exit halls" in 2nd and 3rd stories have no means of admitting daylight or of direct ventilation; all contrary to the provisions of the Building Code pertaining thereto.

The reasons for the appeal are as follows: To eliminate the single risers is practically impossible without creating a worse condition as to safety; the correction of deficiencies of light and air in rear 3rd story bedroom would be prohibitive as to cost; provision of additional window areas in the two front bedrooms would be costly and would require some critical material for new lintels; deficiency of six square feet in area of existing skylight not considered serious enough to warrant expense of making change; the exit halls are provided to allow safe exit only, would never be used as public halls in the ordinary sense and the provision of daylight and direct ventilation for them is not deemed important to the health or comfort of the occupants of the building.

(Signed) John J Lappin

Regt. 31:2-J

July 16, 1945

Subject: Application for building permit to cover alterations in Lappin building at 39 Bowdoin Street-Wm. Geo Jr. E-7-11-112 and appeal relating thereto

Mr. Alonzo Morrison,
415 Congress Street,
Portland, Maine

Attention Mr. Wright

Dear Sir:

On Friday, July 13, 1945, the Municipal Officers decided that the deficiencies in the light and air requirements of the bedroom of your apartment, third floor represent too slight a departure from the intent and purpose of the Building Code in this connection to allow them to sustain the appeal; also that no unnecessary hardship existed in making the window area of bedroom of front apartment in third story comply with the requirements. Accordingly they sustained the appeal conditionally, the conditions being: (1) full compliance with all terms of the building laws not involved in the appeal; (2) that additional window area shall be provided in the bedroom of the front apartment third floor, so that total outside window area will equal at least 12 per cent of the floor area; (3) that height of window head in bedroom of rear apartment in third story be six feet above floor and resulting distance of fourteen and three-tenths inches to be more than three times the height of that window head above the floor; these changes to be made in manner of windows up and architecture in keeping with the architecture of the present building.

Will you be kind enough therefore to let me have the revised plans based on this settlement of the appeal and upon the points as noted in my letter of July 11st which were not involved in the appeal?

Very truly yours,

Inspector of Buildings

Encl:

CC: Dr. John J. Lappin
171 State Street

Chester J. Puttee,
c/o Morum W. Lord, - Bayotte Hotel

Mr. William J. Tuttle
19 Kenneth Street

7/23/43 43/64

That the appeal under the Building Ordinance of Dr. John J. Lappin at 39 Deering Street, relating to certain deficiencies as to light and air requirements and as to stairway condition in connection with the conversion of this single family dwelling house to an apartment house for six families, be sustained conditionally and that a building permit be granted to said appellant subject to full compliance with all terms of the Building Code not involved in this appeal and subject to the conditions that additional window area shall be provided in the bedroom of the front apartment on third floor so that total outside window area will equal at least 10 per cent of the floor area, and that height of window head in bedroom of rear apartment in third story ~~xhxxaxfkxxx~~ be six feet above floor ~~xxxxxxxxxxx~~ and relative distance of farthest wall from that window be no more than three times the height of that window head above the floor; the changes to be made in manner of workmanship and architecture in keeping with the architecture of the present building;

BECAUSE enforcement of the Ordinance in this specific case involves unnecessary hardship by depriving the owner and the National Housing Agency of the opportunity of developing the building for apartments and in a small measure helping out the housing situation; and desirable relief may be granted without substantially derogating from the intent and purpose of the Building Ordinance since the deficiencies under Building Ordinance standards are not calculated to be detrimental to the health, comfort or safety of the occupants of the building.

HEARING ON THE APPEAL UNDER THE BUILDING CODE OF DR. JOHN J. LAFFIN 23:54
(NATIONAL HOUSING AGENCY LESSEE) AT 39 DEERING STREET

July 23, 1943

A hearing on the above appeal was held before the Municipal Officers today. Present for the city were Chairman Herman E. Libby, Councillors Berry, Harrison, Leighton and Harry C. Libby, City Clerk A. Edwin Smith and the Inspector of Buildings.

Mr. Wright of the architect shops of Alonzo Harriman appeared in support of the appeal and explained the various situations to the Municipal Officers. He said among other things that to make the building comply with the requirements of the Building Code as to light and air in the rear bedroom on the third floor would push the cost up beyond the allowances that the National Housing Agency are willing to make.

Warren McDonald

(A) APARTMENT HOUSE ZONE

PERMIT ISSUED

APPLICATION FOR PERMIT

Permit No. 43-0

AUG 6 1943

Class of Building or Type of Structure Second Class

Portland, Maine, July 12, 1943

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to erect alter install the following building ~~structure~~ equipment in accordance with the Laws of the State of Maine, the Building Code of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 39 Deering Street Within Fire Limits? yes Dist. No. 1B

Owner's or ~~Lessee's~~ name and address John J. Lappin, M.D. 171 State National Housing Agency, 19 Kenneth St. Telephone

Contractor's name and address Chester S. Patten, 68 Esser St. Melrose, Mass. Telephone 1270

Architect Alonzo Harriman, 415 Congress St. Plans filed yes & Spec. No. of sheets 8

Proposed use of building apartment house No. families 6

Other buildings on same lot

Estimated cost $ 10,000. Fee $ 6.00

Description of Present Building to be Altered

Material brick No. stories 3 Heat steam Style of roof mansard Roofing slate

Last use dwelling house No. families 1

General Description of New Work

To make alterations as per plans to Change Use of Building from one family dwelling house to six family apartment house

Appeal granted conditionally 7/28/43

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor.

Details of New Work

Is any plumbing work involved in this work? yes

Is any electrical work involved in this work? yes Height average grade to top of plate

Size, front depth No. stories Height average grade to highest point of roof

To be erected on solid or filled land? earth or rock?

Material of foundation Thickness, top bottom cellar

Material of underpinning Height Thickness

Kind of roof Rise per foot Roof covering

No. of chimneys Material of chimneys of lining

Kind of heat Type of fuel Is gas fitting involved?

Framing lumber—Kind Dressed or full size?

Corner posts Sills Girt or ledger board? Size

Material columns under girders Size Max. on centers

Studs (outside walls and carrying partitions) 2x4-16" O C. Girders 6x8 or larger. Bridging in every floor and flat roof span over 8 feet. Sills and corner posts all one piece in cross section.

Joists and rafters: 1st floor, 2nd, 3rd, roof

On centers: 1st floor, 2nd, 3rd, roof

Maximum span: 1st floor, 2nd, 3rd, roof

If one story building with masonry walls, thickness of walls? height?

If a Garage

No. cars now accommodated on same lot, to be accommodated

Total number commercial cars to be accommodated

Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building?

APPROVED

Miscellaneous

Will above work require removal or disturbing of any shade tree on a public street? no

Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes

Signature of owner John J. Lappin, M.D.
By National Housing Agency
By Chester S. Patten
By Norman P. Lord

INSPECTION COPY

Permit No. 43/760

Location 39 Deering St

Owner John J. Lappin

Date of permit 8/6/43

Notif. closing-in 8/25/43-7.15 PM
8/30/43 10 AM

Inspn. closing-in 8/31/43-O.K.

Final Notif. 10/27/43-10.00 AM
11/2/43-12 N

Final Inspn. 11/2/43-O.K.

Cert. of Occupancy issued 11/2/43

NOTES

11/8/44 Mattresses taken out of Ops

CITY OF PORTLAND
DEPARTMENT OF BUILDING INSPECTION

COPY

Certificate of Occupancy

COPY

This is to certify that the building at 39 Deering Street

~~built~~ altered under Building Permit No. 43/760 has been finally inspected and may now be occupied for the purposes

of six family apartment house

Date 11/2/43

Inspector of Buildings

Issued to Dr. John J. Lappin

Rept. 3455D-I

August 6, 1943

Chester S. Patten,
c/o Herman B. Lord
Lafayette Hotel
Portland, Maine

Subject: Building permit for alterations of the building owned by Dr. John J. Lappin at 33 Deering Street -HHA Case No. M-17-1A-122

Dear Sir:

The above building permit is enclosed, appeal to the Municipal Officers relating to certain deficiencies under the Building Code having been sustained conditionally on July 28, 1943, and the plans having been revised to concur with the conditions of the appeal and with my letter of July 21, 1943 with the following exceptions which are to be taken care of:

1. Size of floor joists and spacing of them to be filled in the elevator well have not been shown, this framing to be installed to support a live load of at least 40 pounds per square foot plus the dead load.

2. The hall lights (these hall lights will have to include lights down the cellar stairs into the stair hall at the foot of the stairs and in the hallway outside of this enclosed cellar stairs hallway leading to the door at grade) are still not indicated as to be controlled by an automatic time switch. I understand that there is some question on these jobs if the automatic time switch can be procured. I have also heard that such automatic time switches are available in town without priority. At any rate provision of the automatic time switch is a requirement of law, and if not procurable the deficiency will have to be made good temporarily before the certificate of occupancy is issued by written agreement on the part of the owner or HHA, perhaps both of them, to provide the required switch as soon as one is available.

3. Two exit signs should be provided in the cellar to make it perfectly clear the direction to be taken to use this rear exit to the outside air,-one at the foot of the cellar stairs with arrow pointing towards the rear of the building and another just outside of the self-closing fire door in the rear partition enclosing the cellar stair hall so located with arrow as to indicate the turn to the left to reach the outside door.

4. All doors in second and third story interior exit halls to front and rear stair halls are required to be self-closing in the sense that they will be normally closed and kept closed by a suitable device.

5. It is satisfactory to use labelled Class C self-closing fire doors in the cellar stair hall enclosure as marked on the plans, but if of any advantage the law in this location allows a standard fire resistant door which does not require the Underwriters' Label - See Section 302-c-4 of the Building Code.

Please note that before any of the new work,such as new partitions and floors, is covered from view by putting on lath or wallboard or anything else, notice to this office is required for inspection, and it is not lawful to cover up the work until inspection has been made, everything found in order and the closure certificate (green tag)left at the job. When all essential features controlled by the Building Code are

August 6, 1945

completed you are required to notify this office of readiness for final inspection, when, if everything is found in order, the legal certificate of occupancy will be issued. It is not lawful to occupy any of the apartments until the certificate of occupancy has been issued.

Very truly yours,

WMcD/R

Inspector of Buildings

CC: Alonzo Harriman
415 Congress St.

Dr. John J. Lappin
171 State St.

William D. Tuttle,
19 Kenneth Street

Rept. 3435D-I

July 26, 1943

Subject: Application for building permit to cover alterations in Lappin building at 53 Deering Street-NRI Case No. F-17-1A-102 and appeal relating thereto

Mr. Alonzo Harriman,
415 Congress Street,
Portland, Me.

Attention Mr. Wright

Dear Sir:

On Friday, July 23, 1943, the Municipal Officers decided that the deficiencies in the light and air requirements of the bedroom of rear apartment, third floor represents too wide a departure from the intent and purpose of the Building Code in this connection to allow them to sustain the appeal; also that no unnecessary hardship existed in making the window area of bedroom of front apartment in third story comply with the requirements. Accordingly they sustained the appeal conditionally, the conditions being: (1) Full compliance with all terms of the Building Code not involved in the appeal; (2) that additional window area shall be provided in the bedroom of the front apartment third floor, so that total outside window area will equal at least 10 per cent of the floor area; (3) that height of window head in bedroom of rear apartment in third story be six feet above floor and relative distance of farthest wall from that window be no more than three times the height of that window head above the floor; these changes to be made in manner of workmanship and architecture in keeping with the architecture of the present building.

Will you be kind enough therefore to let me have the revised plans based on this settlement of the appeal and upon the questions raised in my letter of July 21st which were not involved in the appeal?

Very truly yours,

WMcD/H

Inspector of Buildings

CC: Dr. John J. Lappin
171 State Street

Chester S. Patten,
c/o Norman D. Lord, Lafayette Hotel

Mr. William D. Tuttle
19 Kenneth Street

Rept. 51350-I

July 21, 1945

Mr. Alonzo Harrison,
415 Congress Street,
Portland, Maine

Attention Mr. Wright

Subject: Application for building permit to cover alterations in the building of John J. Lappin at 50 Deering Street to make there six apartments - Hill, Case No. T-17-L-182

Gentlemen:

The following questions or discrepancies as to compliance with the Building Code arise concerning the above:

1. Apparently there is an unpierced brick wall at least eight inches in thickness between the Lappin section of this building and the next adjoining section on the east owned by others. This satisfies the requirement for a wall of two-hour fire resistance. If this is not the situation, it must be made so. This condition ought to be clearly stated on the plans, in the specifications or in the application for the permit so the record may be clear. — O.K.

2. Window head in bedroom of rear apartment, third story, is only four foot, four inches above the floor instead of the six feet required. The inside wall of this same bedroom is more than 21 feet from the window while the maximum distance is limited to three times the height of window head above the floor. Window areas in bedrooms of front apartments in both second and third stories do not satisfy requirement of 10 per cent of floor area of room. Existing skylight over the rear hall contains about 13 square feet where 24 square feet is required. The so-called "exit halls" in second and third stories, are public halls and have no direct means of providing light or air in them. — Matters not O.K.d on appeal taken care of by new dormer windows + by decreasing size of bedroom

3. There is a single riser only at the foot of the rear stairs from second to third floor and also at the foot of rear stairs from first to second floor, instead of the two required as a minimum in any run. — Taken care of by appeal

4. Hall lights are indicated as to be controlled by "Master Switch". This should be clearly indicated as an automatic time switch. — Not so indicated

5. To make the exit hall proposition successful as regards safe exits from second and third floors, it will be necessary to provide both doors leading from each hall to both rear stairhall and front stairhall with adequate self-closing device so that all of these doors will be normally closed and kept closed by such device, also to either eliminate any glass panels that may be in these doors or make the panels of wire glass. — doors not indicated self-closing

6. Opening between front hall and bedroom of front apartment in first story is required to be closed with plaster on gypsum lath or other incombustible lath, on both sides of the opening. — O.K.

7. The proposed arrangement of cellar stairs enclosure in the cellar covers too much area to meet the intent of the ordinance. You could satisfy the ordinance merely by enclosing the run of stairs with 2x3 studs set vertically no more than 16 inches from center to center, covered on both sides with plaster on

perforated gypsum lath. These partitions may be carried upon the stairway construction or extended clear to the cellar floor. If carried on the stairway construction, the soffit of the stairs will have to be covered on the underside with similar fire resistive material. On this basis a standard, self-closing fire-resistant door would be required in the enclosure at the foot of the stairs, and of course an electric light would be required inside the enclosure, perhaps to be operated by a door switch. Note that the fire door in the stairway enclosure may be a standard fire resistant door, manufactured as specified in Section 50-c-4 of the Building Code, need not carry the Underwriters' label. I am not advocating this particular type of enclosure, but it would satisfy the law. In this connection it is only fair to note that, since no more than six apartments are to be accommodated in the building, no fire resistive enclosure of the boiler room is required, and therefore no fire doors are required in the enclosure of the boiler room. If desired the wall marked "new 4-inch cement block wall" may be made of fire resistive construction as above, using a standard self-closing fire resistant door leading to the boiler room and providing a fire resistive partition or similar construction closer across the stairway from public passage to party wall just in the rear of the entrance to the public passage, and introduce a standard self-closing fire resistant door leading out to the laundry and to the electrical room. — O.K.

3. The new skylight is required to be of metal sash and if the glass is at an angle of less than 45 degrees with the horizontal, it must be wire glass. If you should be successful in allowance of existing skylight over rear hall to remain in its present area, the question as to wire glass in this skylight will not be raised. — O.K. — Rear skylight O.K. under appeal.

5. "Panic bolts" are specified on exterior doors in basement to new outside stairway. No objection to them but not required. — Panic bolts removed.

10. Size of floor joists intended to close elevator shaft not indicated. This framing to satisfy requirements for no less than 40 pounds per square foot live load. — Not indicated.

11. Will all concerned please note that separate permit is required to cover installation of new hot water boiler, to be applied for and issuable only to the actual installer.

12. From talking with Mr. Wright, I take it that an attempt will be made to get all of the discrepancies indicated in paragraphs numbered 2 and 3 by appeal to the Municipal Officers. On Monday, I indicated to Mr. Ward that it might be possible to get such an appeal considered by the Municipal Officers at their regular meeting on Monday night. The time was so short and the discrepancies so many that this became impracticable. I told Mr. Wright that it might be possible to consider the appeal at a special meeting of the Municipal Officers probably to be held the latter part of this week. After examining the plans more carefully and going over the building, I am sure that the Municipal Officers would not care to consider these fairly complex matters at any other than a regular meeting, and on that basis I am unwilling to assist with formulating the appeal to be brought before a special meeting. In filing this appeal it should be borne in mind that the Municipal Officers may only sustain such appeal if in their opinions

exact compliance with the ordinance works unnecessary hardship and if what is desired may be done without departing substantially from the intent and purpose of the law. While I am not attempting to predict what the decision of the Municipal Officers might be, I can see no unnecessary hardship involved providing the exterior windows in the bedrooms of the front apartments on second and third floors.

Very truly yours,

WMcD/H

Inspector of Buildings

CC: Dr. John J. Lappin
171 State Street

Chester S. Patten
c/o Norman D. Lord
Lafayette Hotel

William D. Tuttle,
19 Kenneth Street

Case No. R-17-1a-122

THE UNITED STATES OF AMERICA — NATIONAL HOUSING AGENCY
Homes Use Program
ITEMIZED SPECIFICATIONS OF RECONDITIONING AND CONTRACTOR'S BID

A. TO THE UNITED STATES OF AMERICA—NATIONAL HOUSING AGENCY

The undersigned Contractor hereby offers to complete, in a good and workmanlike manner, and to furnish and provide all the work and materials necessary to perform and complete, the hereinafter mentioned Itemized Specifications of Work, on the property located at:

35 Fearing Street (Property Address) Portland (City) Maine (State)

all such work to be performed in accordance with the specification of work on Form U.S.-NHA-536 attached hereto and made a part hereof as if fully set forth herein, and designated as follows:

Case No R-17-1a-122
Rider Sheet Nos. 1-6
Itemized Specifications of Work

and otherwise in accordance with the latest revised edition of the Master Specifications issued by the Government which are approved for use in performance of the work and hereby made a part of this bid the same as if separately recited herein, and such other schedules, working drawings, and special specifications, if any, as may be attached hereto and hereby made a part hereof, and identified as: Drawings numbered 1 through 6, and pursuant to the terms, covenants, and conditions herein contained, for the Sum of ($) dollars, which is the amount of the proposal, irrespective of the total of the items indicated; and offers to commence work within 5 days after notice of award in writing and to complete such work within 45 days after the date of such notice, unless delayed by strikes, walk outs, fire or other unavoidable causes beyond the Contractor's control, in which event the date of completion shall be extended for a period to be determined by the Government.

B. CONTRACT PROVISIONS

ARTICLE 1. Wherever found herein the word "Government" means the United States of America, and the word "Premises" means the property denoted in A above, on which the work specified herein is to be performed.

ARTICLE 2. It is understood and agreed that all work done under this contract shall be performed under applicable provisions of the Act of Congress approved October 14, 1940 (Public No. 849 — 76th Congress, known as the Lanham Act), as amended.

ARTICLE 3. The Contractor agrees: (a) that unless otherwise specifically provided herein no payment shall be due hereunder until this contract has been fully performed in a substantial and workmanlike manner meeting the approval of the Government, and until the Contractor has deposited with the Government satisfactory releases of liens and claims for liens of subcontractors, laborers, and materialmen, and all other persons in any way performing service or furnishing labor or materials to the Contractor on account of this contract on or for the premises; (b) that any work done or material furnished failing in the requirements of the plans, specifications, and this contract, will be removed from the premises, and replaced by the Contractor at his expense; (c) that he shall not assign this contract without the written consent of the Government; (d) that time is of the essence of this contract; (e) that no use or occupancy of the premises by anyone shall be deemed to be an acceptance of the work to be performed hereunder, it being understood that unless otherwise herein provided, the premises may be occupied during the period of this contract; (f) that he shall provide adequate workmen's compensation insurance for employees when such insurance is required by law, and provide such other insurance as specified under the Itemized Specifications of Work, or as herein otherwise provided, the evidence of such insurance as approved by the Government to be filed with it; (g) that he shall furnish, in form approved by the Government, if specified under the Itemized Specifications of Work, or elsewhere herein, a payment bond, a performance bond, a completion bond, or other bond providing for the payment of all wages and for all materials; (h) that he shall furnish to the Government upon request the names and addresses of all subcontractors and materialmen together with amounts due or to become due them, and to furnish, and cause subcontractors to furnish, upon request of the Government and on forms furnished by the Government, such reports concerning wage scales, payrolls, and otherwise, as the Government may require; (i) that any and all payments hereunder received by the Contractor shall be held by the Contractor as trust funds of the Government to be applied first to the full payment for all labor performed, materials furnished hereunder, insurance premiums, and other costs of the improvement, the surplus if any to be retained by the Contractor, and in the event of diversion of said funds, the Government shall, upon written demand mailed to the Contractor at his last known address, be entitled to the immediate return of the payments made hereunder; (j) that he shall not receive any payments under the terms of this contract unless he is not indebted to the United States Government except for current income tax and so warrants upon voucher forms to be submitted by him to the Government on approved forms for payment.

ARTICLE 4. The Contractor acknowledges that the general provisions of, and the special references to, the Master Specifications become a part of this contract, and the Contractor expressly guarantees the work embraced by this contract, to such extent as may be required by the Master Specifications for the applicable work or trade, and as though a separate written guarantee were being given by him. In the absence of a provision in the Master Specifications requiring a separate written guarantee, the Contractor hereby guarantees the work to such extent as may be established by custom for the respective work or trades; or, in the absence of such custom, the Contractor guarantees the work for a period of one year from the date of the acceptance of such work by the Government.

ARTICLE 5. The Contractor agrees to comply with all applicable provisions of law or regulations to which he is or shall hereafter become subject; and further agrees to secure a certificate of occupancy or other similar certificate evidencing performance in accordance with local law from the appropriate municipal authorities wherever and whenever necessary. Unless otherwise provided herein, the Contractor shall provide and pay for all permits, licenses, materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work; and when the work is finished, shall clean up the premises, leaving the same free and clear of all obstructions and hindrance. The Contractor shall be responsible for all violations of ordinances or statutes relating to the construction of buildings or the obstruction of streets and sidewalks, and shall carefully repair and make good any damage to property, streets, or pavements caused by any operation connected with the work.

ARTICLE 6. (a) Unless otherwise provided in the specifications, partial payments may be made by the Government to the Contractor after 50 per cent of the work has been completed, or as soon thereafter as practicable, on estimates made and approved by the Government. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(b) In making such partial payments there shall be retained 15 per cent of the estimated amount until final completion and acceptance of all work covered by the contract: PROVIDED, HOWEVER, That the Government may require of the Contractor who requests a partial payment a completion bond to be furnished at the Contractor's expense or other acceptable indemnity in such amounts and on such forms as the Government may require; AND PROVIDED FURTHER, That on completion and acceptance of any division or item of the contract on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

(c) All material and work covered by partial payments shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or for the restoration of any damaged work, or as a waiver of the right of the Government to require the fulfillment of all the terms of the contract.

(d) Upon completion and acceptance of all work required hereunder, the amount due the Contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor after the Contractor shall have furnished the Government with a release of all claims against the Government arising under and by virtue of this contract.

ARTICLE 7. The Government shall have the right at all times during the course of the work to inspect the said work, and by written order to change or modify the scope thereof, and to change, substitute, alter, delete, or supplement any of the items of specifications thereof, either of labor or of materials, it being understood that in such event the time for the performance of this Contract shall be extended for such reasonable period as may be necessary beyond the date fixed herein for the completion thereof, the period of such extension to be determined by the Government. In the event of any such change, modification, substitution, alteration, deletion, or supplement to the specifications hereunder, there shall be no increase in the basic unit price originally established hereunder for the items of work involved or for similar work. If such changes, modifications, substitutions, alterations, deletions, or supplements cause any increase or decrease in the amounts due hereunder, the total price of this contract shall be increased or decreased accordingly. The Government shall not recognize any orders for changes, modifications, substitutions, alterations, deletions, or supplements as outlined herein unless they are to show the cost thereof and are signed by authorized representatives of the Government who are in charge of supervising the work performed hereunder.

ARTICLE 8. In the performance of the work covered by this contract the Contractor, subcontractor, materialmen, or suppliers shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States: PROVIDED, HOWEVER, that if the head of the governmental agency making this contract shall find that in respect to some particular articles, materials, or supplies, it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be noted in the specifications as to that article, material, or supply, and a public record made of the findings which will justify such exception.

ARTICLE 9. (a) No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Not less than the prevailing wages shall be paid on all work performed hereunder. Preference in such employment hereunder shall be given to qualified local residents.

(b) For each violation of the requirements of this article a penalty of five dollars shall be imposed upon the Contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld for the use and benefit of the Government.

(c) The Contractor shall not employ any convict labor.

ARTICLE 10. (a) Whoever shall induce any person employed on any work covered by this contract to give up any part of the compensation to which he is entitled hereto by force, intimidation, threat, or procuring the dismissal of such employee, or by any other means whatsoever, shall be fined not more than $5,000 or imprisoned not more than five years, or both. (Title 40, Section 276b, U.S. Code, 1934 ed.)

(b) The Contractor and all subcontractors shall furnish to the Government representative in charge at the site of the work covered by this contract, or if no Government representative is in charge at the site, shall mail to A. J. Merriman, 415 Congress St., Portland, Maine within seven days after the regular payment date of each and every weekly payroll, an affidavit duly executed and attested in the form attached hereto.

ARTICLE 11. In accordance with the Act of August 30, 1935, 49 Stat. 1011, as amended by the Act of June 15, 1940, 54 Stat. 399, (Title 40, Sections 276a and 276a-1, U.S. Code, 1934 ed.), the following provision shall apply if the contract is in excess of $2,000 in amount:

(a) The Contractor and his subcontractors shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractors and such laborers and mechanics; and the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work. The contracting officer shall have the right to withhold from the Contractor so much of accrued payments as may be considered necessary by the contracting officer to pay to laborers and mechanics employed by the Contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by such laborers and mechanics and not refunded to the Contractor, subcontractors, or their agents.

(b) In the event it is found by the contracting officer that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the Government may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Government, in addition to other recoverable damages, for any excess costs occasioned the Government thereby.

ARTICLE 12. (a) Should the Contractor fail to prosecute the work to the satisfaction of the Government, or should be at any time become insolvent, or refuse to follow the plans and specifications, or fail to perform the work in a good and workmanlike manner, or cause by any action the stoppage of the work of other contractors performing work upon this property, or fail to comply in any other respect with this contract, then, upon the happening of any of the foregoing events, the Contractor agrees that the Government may, by written notice mailed to the Contractor at his last known residence or place of business, or by notice delivered at such place or to the foreman in charge of the work, terminate this contract and take over the work and prosecute the same to completion by contract or otherwise, and enter into and take possession of the work, materials, tools, appliances, and equipment needed to complete such work, and make such payment as the Government deems necessary for the discharge in whole or in part of the claims, liens, or claims for liens, of any person in privity with the Contractor on account of this contract; and the Contractor further agrees that the expense of such notice and of the completion of such work, and the amount paid for the discharge or payment of [illegible] liens, and the expense thereof, shall be deducted from the amount due or to become due the Contractor, and if more than the amount due then the Contractor shall be liable to the Government for the difference, and the Government may hold, sell, or otherwise realize upon any material, machinery, tools, or other equipment upon the premises on account of such difference in case the Contractor shall fail or refuse to pay the same; all without prejudice to any other remedy the Government may have.

(b) That if the work specified herein, or any part thereof, or any supplement thereto, is not completed within the time designated for the completion thereof or within any extension of time granted by the Government, the Government shall be entitled to receive from the Contractor as fixed, agreed and liquidated damages for such delay and in addition to any other damages and remedies for which provision is made herein, and in the absence of any legal justification for such delay, an amount equal to the rental paid or to be paid by the Government for the property, apportionable to the period of such delay. This provision shall apply whether the Government terminates the contract or permits the Contractor to continue the work to completion.

ARTICLE 13. The Contractor hereby expressly waives, releases, and relinquishes any and all right to maintain, or have filed or maintained, any mechanic's lien or claim against the premises or any part thereof, or any building or buildings thereon, for or on account of any work, labor, and materials, performed or furnished under this contract, and agrees that no such lien or claim shall be so filed or maintained by or on behalf of the Contractor. The Contractor further agrees that he will save, protect, defend, and hold the Government harmless from the liens or claims for liens against the premises, or any part hereof, or any buildings thereon, of any subcontractor, or any persons acting through or under the Contractor; and that if at any time there shall be any evidence of the filing or maintenance of any such lien or claim for lien on account of this contract or any other contract awarded to the Contractor by the Government, then the Government shall have the right to deduct and retain from the amount otherwise due to the Contractor hereunder an amount sufficient to indemnify and reimburse it for any and all loss or damages which may result from such lien or claim. The Contractor further agrees that this waiver shall be an independent covenant and shall operate and be effective, not only with respect to materials furnished or labor performed under this contract, but also with respect to any and all materials furnished or labor performed under any contract supplemental to this principal contract, under any contract for extra labor or materials for the premises, and under any other contract awarded to the Contractor by the Government.

ARTICLE 14. (a) The Contractor agrees to save, protect, defend, and hold the Government harmless, and, in consideration of the execution of this contract by the Government agrees to save, protect, defend, and hold harmless the lessor and the owner or owners of the premises, and their successors in interest, against any liens, claims, or demands of any person or for property damages or personal injury caused hereunder by reason of the Contractor's negligence or breach of contract or otherwise arising out of this contract or for any claim or demand for patent fees, royalties, or any invention, machine, article, or arrangement that may be used by the Contractor in the construction of the work; and further agrees to defend any and all actions and proceedings arising out of any of the foregoing claims in any suit and to pay counsel fees and expenses of all kinds whatsoever in connection therewith. The Government shall have the right to deduct and retain an amount sufficient to reimburse and indemnify itself or its lessors or the owners of the premises for any loss or damage which may result therefrom.

(b) No payment shall be made to the Contractor for services and materials furnished under this contract or any contract to be performed or performed by said Contractor for the Government unless and until the final determination or settlement of any claims or suits of any nature whatsoever arising out of or in connection with the performance of this contract, which may be filed or instituted against the Government or its lessor or the owner of the premises or their successors in interest.

ARTICLE 15. The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

ARTICLE 16. The Contractor, in performing the work required by this contract, shall not discriminate against any worker because of race, creed, color, or national origin.

ARTICLE 17. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 18. It is expressly understood and agreed by the Contractor and the Government that in the performance of the work provided for in this contract, the Contractor is an independent contractor and in no wise an agent of the Government. The Contractor hereby certifies that he is not a salaried employee of the Government, and that no salaried employee of the Government shall share in any benefit or part of this contract.

ARTICLE 19. In the event any provisions hereof are invalid, the Government may at its option cancel this contract upon written notice to the Contractor to such effect mailed to his last known address; otherwise such invalidity shall not affect the other provisions hereof.

ARTICLE 20. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work to insure fulfillment of all requirements hereof. For the purpose of this contract, a subcontract is defined as any contract entered into by the Contractor with an individual, partnership, association, corporation, estate or trust, or other business enterprise, or other legal entity, for a specific part of the work to be performed in connection with the work to be done or the supplies to be furnished hereunder: PROVIDED, HOWEVER, That a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

IN WITNESS WHEREOF the undersigned Contractor sets forth his hand and seal this_____ day of_____, 19____.

_____ _____
(Signature of Contractor) (Address)

C.

ACCEPTANCE OF BID

The Government hereby accepts the foregoing offer and agrees that it will pay to the above-named Contractor the sum of_____ ($_____) Dollars, upon the full and faithful performance of this contract, and upon receipt from such Contractor of satisfactory waivers and releases of all liens and claims for liens, and upon delivery of other instruments required by it to be executed in transactions of this kind, it being understood that the Government may, when necessary, hold such sum, or a portion thereof as needed for such period of time as the governing law may require to protect it against claims of mechanics or materialmen.

Acceptance recommended

UNITED STATES OF AMERICA

_____, 19____ By:_____
For the National Housing Agency

D.

CERTIFICATE OF INSPECTION AND APPROVAL

This is to certify that on the following dates_____

I made intermediate inspections of the above described property. I further certify that on_____ I made the final inspection and found all work satisfactorily completed in accordance with the original contract and changes therein, if any.

_____
Inspector

Case No. N-17-14-172

RIDER SHEET NO. 1

ITEMIZED SPECIFICATIONS OF WORK

RATES OF WAGES

There shall be paid each mechanic or laborer of the contractor or any sub-contractor engaged in work on the premises herein in the trade or occupation listed below, not less than the hourly wage rates set opposite such trade or occupation, regardless of any contractual relationship which may be alleged to exist between the contractor or any sub-contractor and such laborers and mechanics.

LOCATION Portland - Maine DATE Jan. 21, 1943 REGION New York

PREVAILING WAGE RATES

PER HOUR	TYPE OF LABOR	PER HOUR	TYPE OF LABOR
$1.50	Bricklayers	$ 1.00	Painters, brush
	Bricklayers' apprentices		Pipe Layers (concrete &clay)
1.16	Carpenters, journeymen	1.50	Plasterers
	Carpenters' apprentices	.90	Plasterers' tenders
1.50	Cement finishers	1.50	Plumbers
1.35	Electricians	1.00	Roofers, composition
.75	Electricians'app.,helpers	1.00	Roofers, slate and tile
1.00	Glaziers		Roofers' helpers
1.375	Iron workers, structural	1.00	Sheet metal workers
1.375	Iron workers, reinforcing		Sheet metal workers' helpers
	Iron workers' apprentices		Soft floor layers (linoleum)
.75	Laborers, building	1.50	Sprinkler fitters
.75	Laborers, concrete	.875	Sprinkler fitters' helpers
.75	Laborers, unskilled	1.50	Steam fitters
1.50	Lathers	.75	Steam fitters' app.,helpers
	Lathers' apprentices	1.50	Terrazzo workers
1.50	Marble setters		Terrazzo workers' helpers
	Marble setters' helpers	1.50	Tile setters
.90	Mason tenders		Tile setters' helpers
.90	Mortar mixers	.75	Truck drivers

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U.S.-NHA-R36
Rider Sheet No. 1
Approved March 29, 1943

RIDER SHEET NO. 2 Case No. ~~N-17-1A-123~~

ITEMIZED SPECIFICATIONS OF WORK

GENERAL CONDITIONS:
General conditions of Master Specifications of H.O.L.C. shall govern all phases of this work.

MASONRY:
Basement -
Enlarge present exterior door opening at side of building. Build new concrete area with steps and ramp.
Close two present interior door openings and widen one present door opening in passage.
Build new 4" cement block or hollow tile wall enclosing stai- hall from boiler room.
First Floor -
Cut new window opening for new kitchenette, Apartment #1.
Cut present window opening down for door to bath, Apartment #1.
Cut two openings through wall for doors, Apartment #1.
Remove brick wall closing elevator from present hall down below first floor, Apartment #1.
Second Floor -
Cut two openings through brick walls for doors at Apartments 3 and 4.
Cut present window opening down for door to bath, Apartment #3.
Remove brick wall closing elevator from present hall, Apartment #3.

CARPENTRY:
Basement -
Install two new self-closing Class C fire doors in boiler room.
Install new pair of exterior doors and frame all of pine complete with panic bolts.
First Floor -
Remove sash and frame in bedroom and reset in kitchenette, Apartment #1.
Remove sliding doors and partition between present front rooms. Remove present door frame and sidelights at elevator, Apartment #1.
Remove partition enclosing toilet rear hall, Apartment #2.
Close up 3 interior door openings, one in Apartment #1 - two in Apartment #2.
Install new frames and doors complete with trim and hardware at five openings, Apartment #1 and public hall.
Install new frames and trim at two trimmed openings, Apartment #1.
Build new partitions (dri-wall stud) where shown, except stair halls. Install new floor joists, rough and finish floor in area of present elevator shaft.
Remove casework in present kitchen closet. Remove casework on west wall of present pantry. (This casework to be reused where possible in new kitchenettes).
Remove drawers, shelves and partition in closets between present kitchen and dining room, Apartment #2.
Remove oak dado in new public hall and closet area and reuse to piece out on stair hall side of new partition between front stair hall and public hall.
Install new counter top in place of marble top. Cut to fit new sink in new kitchenette, Apartment #2.
Install casework in new kitchenette or rebuild from salvage, Apartment #1.
Furr for new ceilings Apartment #1, living room, kitchenette and passage.
Remove carpets, clean and relay in rooms marked carpet.
Repair and sand floors marked wood, lay new in kitchenette and passage, Apartment #1.
Remove wood soffits on both stairs 1st to 3rd floor.
Remove wood dado old kitchen, patch do o in stair hall and kitchen closet, Apartment #2.
Remove elevator completely from premises.
End Floor -
Remove sash and frame in new bathroom, Apartment #3, reset in alcove, Apartment #4, replacing doors. Fill space below stool to present stone sill with wood. Remove sliding doors - frames and trim at openings between kitchenette and rear stair hall, Apartment #4, and between front stair hall and rear stair hall.

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FORM US-NHA R36
Revised 5-4-43

Case No. [illegible]

RIDER SHEET NO. 3

ITEMIZED SPECIFICATIONS OF WORK

2nd Floor (Cont)-
Remove present door and frame at elevator, Apartment #3. Remove partitions in living room and bedroom, Apartment #4.
Close up 5 interior door openings, 2 in Apartment #3, 1 in Apartment #4 and 2 in hall.
Install new frames and doors complete with trim and hardware at seven openings, 2 in Apartment #3, 3 in Apartment #4 and 2 in stair halls. (Use old doors and trim where possible.)
Install new frame and trim at two trimmed openings, 1 in Apartment #3 and 1 in Apartment #4. Build new partitions (dri-wall stud) where shown, except stair halls.
Install new floor joists, rough and finish in area of present elevator shaft, Apartment #3.
Install casework in two kitchenettes.
Remove carpets, clean and relay in rooms marked carpet.
Repair and sand floors marked wood and lay new in kitchenette, Apartment #3.
3rd Floor -
Cut new door openings, 4 in Apartment #5, 3 in Apartment #6. Install new frames and doors complete with trim and hardware at seven openings (use old doors and trim where possible).
Install new frame and trim at two trimmed openings, Apartment #5.
Remove present partitions where shown.
Install new partitions where shown.
Close up five interior door openings, stair halls.
Install casework in two kitchenettes.
Remove carpets, clean and relay in rooms marked carpet.
Repair and sand floors marked wood.
Close 2 sash openings, front stair hall.
Remove and relocate wood dado in bath, Apartment #6.

ROOFING:
Patch and flash around new plumbing vents.

FURRING, LATH & PLASTERING:
Lath and Plaster soffits of stairs using perforated gypsum lath.
1st Floor -
Lath and plaster present kitchen and stair hall where dado is removed and new ceilings in living room, kitchenette and passage, Apartment #1.
Lath and plaster walls both sides of partitions enclosing stair halls.
Fill in openings with new lath and plaster in bath and living room, Apartment 2.
Patch all plaster as necessary to leave in acceptable condition after piping etc. is completed.
2nd Floor -
Lath and plaster both sides of new partition enclosing stair hall and where openings are closed throughout the entire second floor.
Lath and plaster wall above tile dado in bathroom, Apartment #4, and new ceiling in bathroom, Apartment #3.
Patch all plaster as necessary to leave in acceptable condition after piping etc. is completed.
3rd Floor -
Lath and plaster both sides of openings to be closed in walls of stair halls.
Patch all plaster as necessary to leave in acceptable condition after piping etc. is completed.

GLASS AND GLAZING:
Replace any cracked or broken glass occurring either during these alterations or before. Leave all glass clean, whole and tight. Inspect all sash and re-putty any loose lights.

TILE WORK:
Remove floor and dado and repair and match on new partition in bathroom, Apartment #4.

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FORM US-NHA R36
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