

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read
Application And
Notes, if Any,
Attached

PERMIT

Permit Number **533076 ISSUED**

This is to certify that Cianbro Corp/Cianbro Corp.
has permission to New mechanical & electrical
at 366 West Commercial St

JUL 14 2004

CITY OF PORTLAND

072 A004001

provided that the person or persons,
of the provisions of the Statutes of
the construction, maintenance and
his department.

Accepting this permit shall comply with all
of the City of Portland regulating
of buildings and structures, and of the application on file in

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

Inspection must
in permit procure
thing or at thereo
closed-in.
NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Health Dept. [Signature]
Appeal Board _____
her _____
Department Name _____

[Signature]
Director - Building & Inspection Services
7/13/04

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: 04-0762	Issue Date: JUL 14 2004	CBL: 072 A004001
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Location of Construction: 366 West Commercial St	Owner Name: Cianbro Corp	Owner Address: 328 W Commercial St	Phone: 553-5852
Business Name:	Contractor Name: Cianbro Corp.	Contractor Address: 328 W. Commercial Street Portland	Phone: 2077735852
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: WPDZ

Past Use: Office/Warehouse	Proposed Use: Renovated Office/Warehouse	Permit Fee: \$2,775.00	Cost of Work: \$305,286.00	CEO District: 2
FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied INSPECTION: Use Group: 3/52 Type: 5B 7/13/04 Signature: [Signature] Signature: [Signature]		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____		
Proposed Project Description: <i>L Blake Bldg/Plumb CONTRACTOR Bldg contractor</i> New mechanical & electrical systems, reconfigure interior office layout				

Permit Taken By: jodinea	Date Applied For: 06/09/2004	Zoning Approval	
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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 <input type="checkbox"/> MME Date: <i>6/10/04</i>	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 checked="" 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: <i>9</i>
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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: 04-0762	Date Applied For: 06/09/2004	CBL: 072 A004001
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Location of Construction: 366 West Commercial St	Owner Name: Cianbro Corp	Owner Address: 328 W Commercial St	Phone: () 553-5852
Business Name:	Contractor Name: Cianbro Corp.	Contractor Address: 328 W. Commercial Street Portland	Phone: (207) 773-5852
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

Proposed Use: Renovated Office/Warehouse	Proposed Project Description: New mechanical & electrical systems, reconfigure interior office layout
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Dept: Zoning	Status: Approved	Reviewer: Marge Schmuckal	Approval Date: 06/09/2004
Note: Was WL Blake plmbing/bldg contractor - now just general contractor - no change of use			Ok to Issue: <input type="checkbox"/>
Dept: Building	Status: Approved with Conditions	Reviewer: Mike Nugent	Approval Date: 07/13/2004
Note: 1) New stairs must be 36 " in Width, with 11" net tread and 7" max. Solid riser.			Ok to Issue: <input type="checkbox"/>
Dept: Fire	Status: Approved with Conditions	Reviewer: Lt. MacDougal	Approval Date: 06/10/2004
Note: 1) the sprinkler system shall be maintained to NFPA 13 standards			Ok to Issue: <input checked="" type="checkbox"/>

Comments:

6/21/2004-mjn: Need Stamped plans, certification forms and .Pdf's, Brent Poulin Notified

7/1/2004-mjn: Need a little more info left message with brent and janet

CIANBRO

THE CONSTRUCTORS ■ FABRICATION & COATING ■ DEVELOPMENT ■ DATA SERVICES



FUCKER'S WHARF

328 West Commercial Street

Portland, Maine 04102

Telephone (207) 773-5852

Fax (207) 773-7617

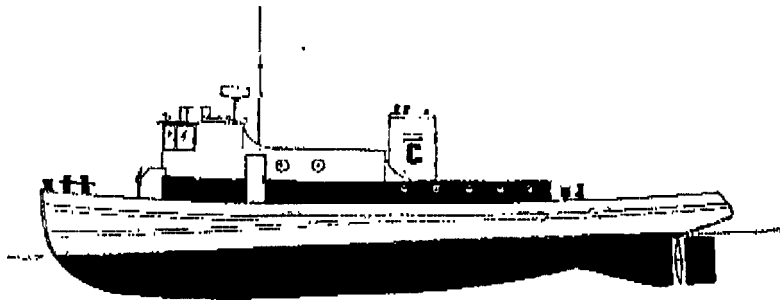
Deliver To: Michael Nugent

From: Brent Powell 553-2716

Date: 7/1/04

Time: 10:10 AM

This fax consists of 2 pages including cover sheet.



Comments: Cianbro Office RENOVATION

366 was commercial structure

STATE FIRE MARSHAL Permit

Brent



State of Maine
Department of Public Safety
Construction Permit



Reviewed
Barrier
Free

14102

Sprinkled
Sprinkler Supervised

CIANBRO CORPORATION: OFFICE RENOVATION

Located at: 366 WEST COMMERCIAL

PORTLAND

Occupancy/Use: INDUSTRIAL/ BUSINESS/ STORAGE

Permission is hereby given to:

CIANBRO CORPORATION
DAN DUPERRY
P.O. BOX 1000
PITTSFIELD, ME 04967

to construct or alter the afore referenced building according to the plans hitherto filed with the Commissioner and now approved.

No departure from application form/plans shall be made without prior approval in writing. This permit is issued under the provision of Title 25, Chapter 317, Section 2448 and the provisions of Title 5, Section 4594 - F.

Nothing herein shall excuse the holder of this permit for failure to comply with local ordinances, zoning laws, or other pertinent legal restrictions. Each permit issued shall be displayed/available at the site of construction.

This permit will expire at midnight on the 27th of Decemb 2004

Dated the 28th day of June A.D. 2004

Commissioner

Copy-1 Owner

Comments:

CIANBRO CORPORATION
DAN DUPERRY
P.O. BOX 1000
PITTSFIELD, ME 04967

Post-it Fax Note	7671	Date	# of pages
To	Brian Perkins	From	Dup
Co./Dept.		Co.	
Phone #		Phone #	
Fax #		Fax #	



CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Room 315
Portland, Maine 04101

257
N2A4

TO: Inspector of Buildings City of Portland, Maine
Department of Planning & Urban Development
Division of Housing & Community Service

FROM: Janet Hansen

RE: Certificate of Design

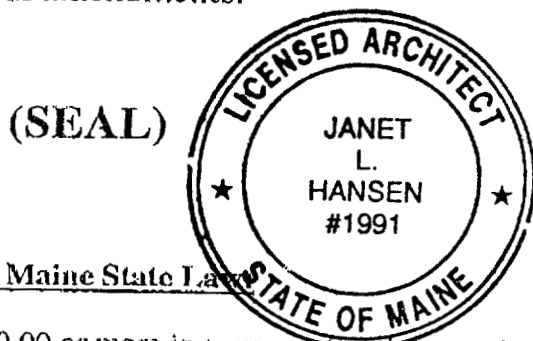
DATE: 6-25-04

These plans and / or specifications covering construction work on:

Interior renovation of office and warehouse space

at 366 W. Commercial St. for Cianbro Corporation

Have been designed and drawn up by the undersigned, a Maine registered Architect / Engineer according to the BOCA National Building Code / 1999 (Fourteenth Edition) and local amendments.



As per Maine State Law

\$50,000.00 or more in new construction, repair expansion, addition, or modification for Building or Structures, shall be prepared by a registered design Professional.

Signature: Janet L. Hansen

Title: Architect

Firm: SMEI

Address: 144 Fore Street
Portland, Maine 04101



CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Room 315
Portland, Maine 04101

25

TO: Inspector of Buildings City of Portland, Maine
Department of Planning & Urban Development
Division of Housing & Community Service

FROM DESIGNER: Janet Hansen SMRT

DATE: 6-25-04

Job Name: Cianbro Corp. Office Renovations

Address of Construction: 366 West Commercial Street

THE BOCA NATIONAL BUILDING CODE / 1999 (FOURTEENTH EDITION)

Construction project was designed according to the building code criteria listed below:

Building Code and Year BOCA 1999 Use Group Classification(s) Business/Storage

Type of Construction Type 5 (B) (S-2)

Structural systems

Low Hazard Industrial
(F-2)

Roof Snow Load Interior renovation to exist. bldg.
_____ Ground Snow Load (Pg)

Earthquake Loads

_____ If Pg > 10 psf, Flat Roof snow load, Pf

_____ Peak velocity-related acceleration, Av

_____ If Pg > 10 psf, snow exposure factor, Ce

_____ Peak acceleration, Aa

_____ If Pg > 10 psf, roof thermal factor

_____ Seismic hazard exposure group

_____ If Pg > 10 psf, snow load importance factor, I

_____ Seismic performance category

_____ Sloped Roof Snowload Ps

_____ Soil profile type

_____ Basic structural system / seismic-resisting system

_____ Response modification factor, R, and deflection amplification factor, Cd,

_____ The documents must account for Drift snow load, unbalanced snow load and Sliding snow loads as required.

Wind Loads

_____ Basic Wind Speed

_____ Internal Pressure Coefficient

_____ Wind Exposure Category _____ Wind Design Pressure _____ Wind Importance Factor



CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Room 315
Portland, Maine 04101

ACCESSIBILITY CERTIFICATE

Designer: Janet Hansen / SMRT

Address of Project: 366 West Commercial Street

Nature of Project: Interior office / storage renovation

The technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act.

Signature: Janet L. Hansen

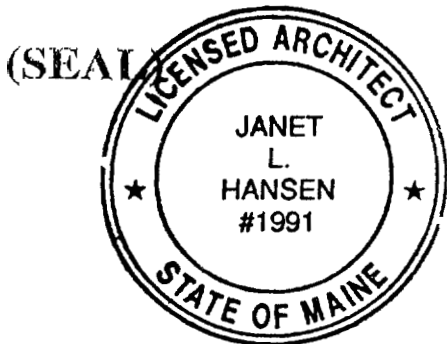
Title: Architect

Firm: SMRT

Address: 144 Fore Street

Portland, Maine 04101

Phone: 207-772-3846

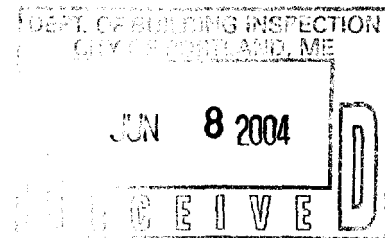


WL BLAKE/CIANBRO BUILDING

DESCRIPTION AREA	EXISTING BUILDING LAYOUT SF	REMODLED LAYOUT SF	DELTA SF
RECEPTION/DISPLAY	1,049	382	-668
OFFICE AREA/FINISHED SPACE	7,819	7,558	-261
BATHROOM	128	179	51
HALLWAYS	589	1,237	648
UTILITY ROOM	72	144	72
TOTAL FINISHED AREA	9,657	9,500	-157
WAREHOUSE	11,943	12,100	157
TOTAL FIRST FLOOR	21,600	21,600	
STORAGE MEZZANINE	1,590	1,350	-240

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STORAGE MEZZANINE	1,590	1,350	-240



Post-It* Fax Note	7671	Date	6/4/04	# of pages	7
To	Brent Poulis	From	Jes. Brown		
Co./Dept.	Ricker's Wafr	Co.	Corp. Office		
Phone #		Phone #	679-2189		
Fax #		Fax #	679-2463		

REAL ESTATE PURCHASE

This REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is executed as of the 24th day of September, 2003, by and between ELEVEN COUSINS LIMITED PARTNERSHIP, a Massachusetts limited partnership with its principal place of business located at 200 Middlesex Turnpike, Burlington, Massachusetts 01803 (hereinafter referred to as "Seller"), and CIANBRO CORPORATION, a Maine corporation with its principal place of business located at One Hunnewell Square, Pittsfield, Maine 04967 (hereinafter referred to as "Buyer").

1. Agreement. Subject to and upon the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy, the Premises described below.

2. Description of Premises. The land, together with the building and all other improvements thereon, known as and numbered 366 West Commercial Street, Portland, Maine 04102, and shown on City of Portland Tax Map 72 as Lot 7, all as more particularly described in a deed recorded in the Cumberland County Registry of Deeds in Book 14465, at Page 277 (the "Premises").

3. Title Deed. The Premises are to be conveyed by a good and sufficient Quitclaim Deed with Covenant running to the Buyer, or to the nominee designated by the Buyer by written notice to the Seller at least five (5) days prior to the Closing Date (as that term is hereinafter defined), and said deed shall convey good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building, subdivision, zoning and environmental laws;
- (b) Such taxes for the then current year as are not due and payable on the Closing Date;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) All easements, restrictions, covenants and agreements of record; and
- (e) Any state of facts which an accurate and updated survey or physical inspection of the Premises would disclose.

The deed will be properly prepared and signed so that it will be accepted for recording in the Cumberland County Registry of Deeds.

4. Purchase Price. The agreed purchase price for the Premises is [REDACTED] a deposit this day, subject to collection (the "Deposit"), and the balance of which in the amount [REDACTED], subject to any adjustments as provided in Section 12 hereof, is to be paid at the time of the Closing by certified, cashier's, treasurer's or bank check, or by wire transfer.

5. Closing; Closing Date. The deed to the Premises is to be delivered and the purchase price paid at 12:00 Noon on July 1, 2004, at the offices of Seller's counsel, or on such other date and at such other place and time, or by delivery of documents in escrow, all as Buyer and Seller may agree upon in writing. Either party may extend the Closing Date for not more than sixty (60) days after July 1, 2004 by written notice to the other party at any time prior to the Closing Date.

The time of the commencement of the closing shall sometimes be referred to herein as the "Closing," and the date thereof shall sometimes be referred to as the "Closing Date." Time is of the essence of this Agreement.

6. Possession and Condition of Premises. Full possession of the Premises, free and clear of all tenants and occupants, is to be delivered at the time of Closing. Seller shall remove all business related contents on the Premises other than any built-in fixtures, furnishings and mechanical systems (EIVAC, plumbing, electrical) which are connected to and part of building operating systems.

7. Extension to Perfect Title. If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of Closing the Premises do not conform with the provisions hereof, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, unless the Seller elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for such time period as shall reasonably be necessary to make the Premises conform to the provisions of this Agreement, but for not more than thirty days.

8. Failure to Perfect Title or Make Premises Conform, etc. If at the expiration of the extended time, the Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on the Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

9. Buyer's Election to Accept Title. The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the Premises in their then condition and to pay therefor the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Premises shall have been damaged by fire or casualty insured against, then the Seller shall, unless the Seller has previously restored the Premises to their former condition, either

- (a) pay over or assign to the Buyer, at the Closing, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for any partial restoration, or
- (b) if a holder of a mortgage on the Premises shall not permit the insurance proceeds or a part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give to the Buyer a credit against the purchase price, at the Closing, equal to said amounts so recovered or recoverable and retained by the holder of the mortgage less any amounts reasonably expended by the Seller for any partial restoration.

10. Acceptance of Deed. The acceptance of a deed by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms thereof, to be performed after the Closing.

11. Use of Purchase Money to Clear Title. To enable the Seller to make conveyance as herein provided, the Seller may, at the time of Closing, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery and recording of the deed, or shortly thereafter in accordance with local conveyancing practice and custom.

12. Adjustments. Water and sewer use charges and real estate taxes for the then current year shall be apportioned and fuel value shall be adjusted as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of the Closing.

13. Adjustment of Unassessed and Abated Taxes. If the amount of the real estate taxes assessed against the Premises is not known at the time of the Closing, taxes shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless otherwise agreed.

14. No Broker's Fee. No broker's fee shall be due to any real estate broker or agent. The Buyer warrants and represents to the Seller that the Buyer was not introduced to the Seller or to the subject property by any real estate broker or anyone who might claim a finder's fee and has dealt with no broker or agent with respect to this transaction or these Premises. If the representation and warranty made in the previous sentence shall prove untrue, the Buyer agrees to indemnify and hold the Seller harmless from and against any claims for real estate brokerage commissions or finder's fees, including but not limited to legal fees and expenses.

15. Deposit. The Deposit shall be held by **Davis, Malm & D'Agostine, P.C.**, in escrow, subject to the terms of this Agreement and **shall be duly accounted for at the time for performance of this Agreement, the same to be deposited in an interest bearing FDIC-insured account with interest thereon to be paid to the Seller at the Closing.**

If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit and the interest accrued thereon, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the party to which such notice was given to the proposed payment within ten (10) business days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such ten (10) day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold the Deposit and the interest accrued thereon until otherwise directed by a written instrument from both Seller and Buyer or a final judgment of a court not subject to further appeal. However, Escrow Agent shall have the right at any time to pay over the Deposit and any interest thereon to a court of competent jurisdiction, Escrow Agent shall give written notice of such payment to Seller and Buyer.

Escrow Agent shall not be liable to either Seller or Buyer in connection with the performance as Escrow Agent except for gross negligence or willful default. Upon the delivery of the Deposit, together with the interest earned thereon to either Buyer or Seller pursuant to the provisions of this Section 15, or a court of competent jurisdiction, Escrow Agent shall be relieved of all liability with respect to the Deposit and the interest earned thereon. The duties of Escrow Agent are limited to those as are herein specifically provided and Escrow Agent shall not be required to make any decisions on the merits of any dispute between Seller and Buyer nor determine any facts. Escrow Agent may act upon any instrument or Writing it believes in good faith to be genuine and to be signed and presented by Seller or Buyer. Escrow Agent shall not be bound by any modification of this Section 15 or any other provision of this Agreement affecting Escrow Agent's duties, unless same is in writing and signed by Seller, Buyer and Escrow Agent.

The escrow provided for by this Section 15 is being made for the accommodation of the parties hereto and for no other purpose. Seller and Buyer, jointly and severally, shall indemnify and hold Escrow Agent free and harmless from and against any and all claims, losses, damages, liabilities and expenses, including reasonable costs of investigations, counsel fees and disbursements, which may be imposed upon or incurred by Escrow Agent in connection with its acting as such hereunder or in any litigation or dispute arising hereunder or involving the Deposit.

Escrow Agent shall have no obligation to pay over any interest earned on the Deposit until the intended payee has given such written confirmation of its tax identification number as Escrow Agent may reasonably request.

16. Buyer's Default; Damages. If the Buyer shall fail to fulfill the Buyer's agreements herein, the Deposit made hereunder by the Buyer shall be retained by the Seller as

liquidated damages unless within thirty (30) days after the time for performance of this Agreement or any extension hereof, the Seller otherwise notifies the Buyer in writing.

17. Warranties and Representation. The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has Buyer relied upon any warranties or representations not set forth or incorporated in this Agreement, or otherwise previously made in writing. **PREMISES ARE SOLD "AS IS."**

18. Inspections. Buyer acknowledges that Buyer has conducted, or has been given the opportunity to conduct, inspections of the Premises by consultants of Buyer's choice and that Buyer is satisfied with the results of such inspections.

19. Cooperation. If Buyer requests, Seller shall cooperate with Buyer and with any prospective mortgagee to whom Buyer applies or is considering applying for financing by (a) allowing such mortgagee access to the Premises for the purpose of inspecting the same and causing an appraisal to be made; and (b) executing an affidavit or such affidavits as may be required by any such mortgagee (or by the Buyer's attorney) certifying that (i) there are no persons or parties in possession of the Premises other than as allowed under this Agreement; (ii) all municipal liens due and payable as and at the time of the Closing Date have been paid in full; and (iii) there are no facts or circumstances existent which would give rise to a claim for, or result in the assertion of, a mechanic's or materialman's lien, and agreeing to indemnify and save harmless the Buyer and any title insurance company underwriting a title policy without noting an exception for the foregoing against loss or damage arising out of or resulting from the falsity of any matter contained in such certification.

20. Limited Liability. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound and neither Seller nor Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligations, express or implied hereunder.

21. Notices. All notices which may or are required to be given by either party to the other shall be in writing and shall be sent by United States certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service, addressed to the parties at their respective addresses as follows:

If to Seller: ELEVEN COUSINS LIMITED PARTNERSHIP
200 Middlesex Turnpike
Burlington, Massachusetts 01803
Attention: Robert A. Mucciarone

With a copy to: Robert J. Dietrich, Esquire
Davis, Malm & D'Agostino, P.C.
One Boston Place
Boston, Massachusetts 02108

If to Buyer: CIANBRO CORPORATION
One Hunnewell Square
P.O. Box 1000
Pittsfield, Maine 04967
Attention: Thomas Stone

or at such other address within the Continental United States as either party by written notice to the other may from time to time designate. Unless otherwise specifically provided to the contrary, notice shall be deemed given as of the date of such certification or as evidenced by receipt by the courier service.

22. Foreign Person and Reporting Forms. Seller represents and warrants that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code 1934, as amended, and will furnish to Buyer an appropriate Nonforeign Affidavit on the Closing Date. In addition, Seller shall furnish to whomever is designated by the Buyer (other than the Seller) such information as may be required to report the transaction to the Internal Revenue Service as provided by law.

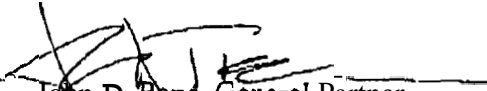
23. Tax-Free Exchange. Seller or an affiliate or related party of Seller may wish to exchange the property which is the subject of this contract for other property or properties of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder. Seller shall have the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) on or before the Closing Date. Buyer agrees to cooperate with Seller in completing any Section 1031 like kind exchange undertaken by Seller or an affiliate or related party of Seller involving the Premises; provided, however, that Buyer shall not be required to execute instruments or take any other actions which would impose on Buyer any obligations or liabilities other than those contained herein.

24. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Maine contract, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

WITNESS our hands and seals as of the date first above written.


SELLER:

ELEVEN COUSINS LIMITED
PARTNERSHIP

By: 
John D. Pope, General Partner

BUYER:

CIANBRO CORPORATION

By: 
Name: THOMAS E. STORIE
Title: CFO & TREASURER
Duly authorized

ESCROW AGENT:

DAVIS, MALM & D'AGOSTINE, P.C.

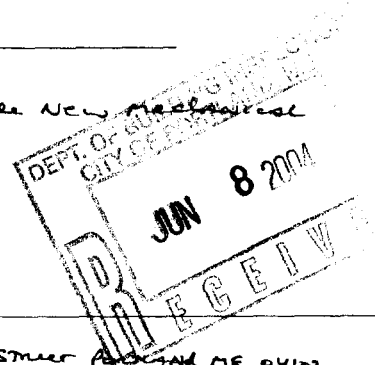
By: 
Name: WILLIAM F. GRIFFIN, JR.
Title: MANAGING DIRECTOR



Commercial 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>366 WEST COMMERCIAL STREET</u>		
Total Square Footage of Proposed Structure <u>21</u>	Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>78</u> <u>A</u> <u>4</u>	Owner: <u>CIAMBRO CORPORATION</u>	Telephone: <u>207-553-5852</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>CIAMBRO CORPORATION</u> <u>328 WEST COMMERCIAL STREET</u> <u>PORTLAND, ME 04102</u> <u>207-553-5852</u>	cost Of Work: \$ <u>305,286</u> Fee: \$ 2,769 <u>2,775</u>
Current Specific use: <u>Office / warehouse</u>		
Proposed Specific use: <u>office / warehouse</u>		
Project description: <u>Reconfigure interior office layout, provide new mechanical system, update electrical system</u>		
Contractor's name, address & telephone: <u>CIAMBRO CORP., 328 WEST COMMERCIAL STREET, PORTLAND, ME 04102</u>		
Who should we contact when the permit is ready: <u>BRENT POULIN</u>		
Mailing address: <u>328 WEST COMMERCIAL STREET</u> <u>PORTLAND, ME 04102</u>		Phone: <u>207-553-2716</u>



Please submit all of the information outlined in the Residential Application Checklist. Failure to do so will result in the automatic denial of your permit.

At the discretion of the Planning and Development Department, additional information may be required prior to permit approval. For further information 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 areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

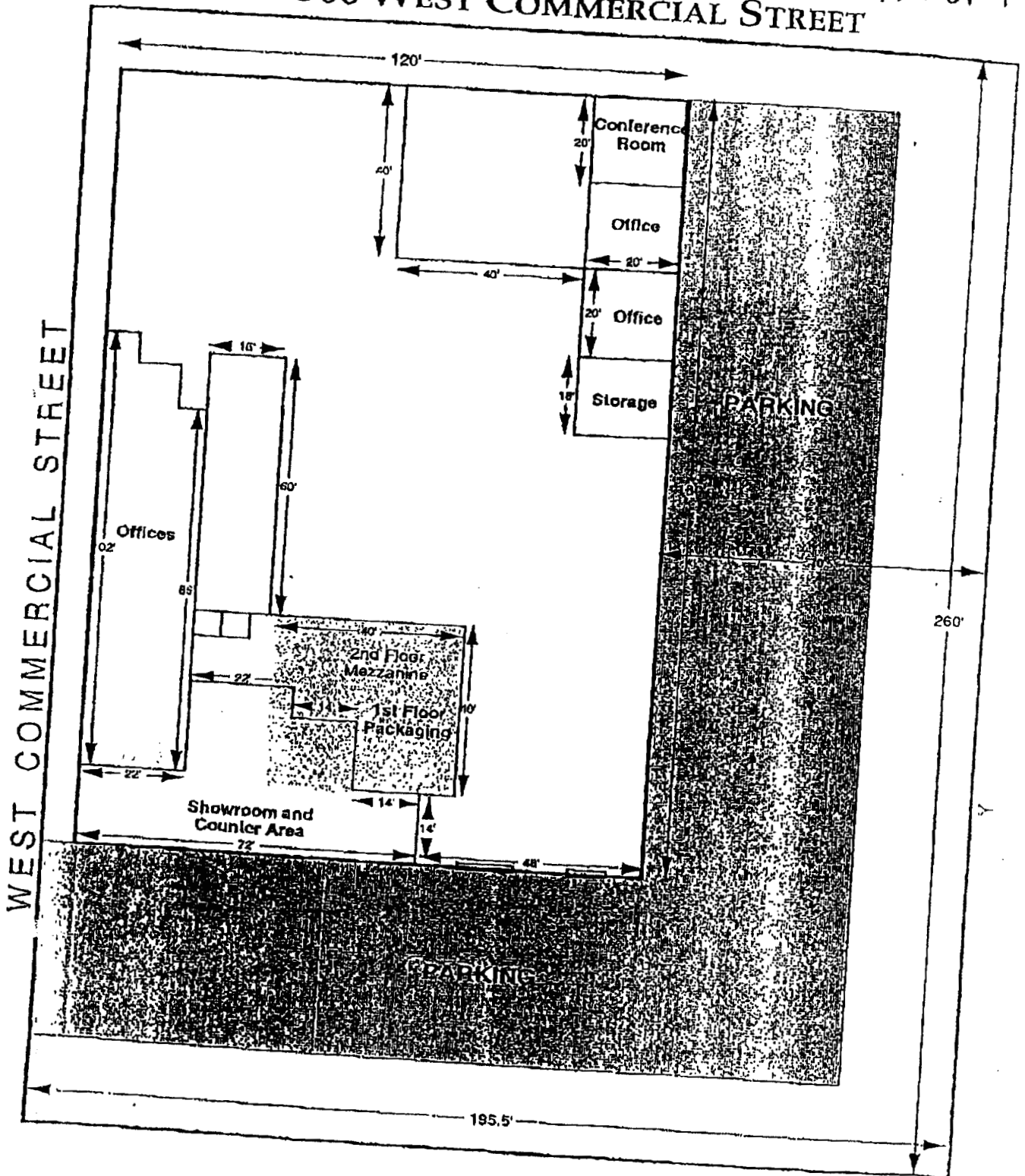
Signature of applicant:

Date:

Permit Fee: \$30.00 for the first \$1000.00 Construction Cost, \$9.00 per additional \$1000.00 cost

This is not a Permit; you may not commence any work until the Permit is issued.

342-360 WEST COMMERCIAL STREET



WEST COMMERCIAL STREET

2244
1622

MEP/FP SYSTEMS NARRATIVE

The following describes the proposed scope of Mechanical and Electrical work associated with renovations of the former W. L. Blake Building. Successful bidders shall provide Engineer of Record, (E.O.R.) services as necessary to obtain required permits, (including signed and sealed drawings). The successful bidders shall obtain permits and hold licenses necessary to perform the work.

Attention is drawn to the Architectural drawings and to the attached specifications;

13900 FIRE PROTECTION

15400 PLUMBING

15500 HEATING, VENTILATION AND AIR CONDITIONING

16000 ELECTRICAL

Perform the work in accordance with the requirements of applicable Codes, Standards and Building Officials. Codes and Standards include, but are not limited to the following;

- BOCA Building Code, 1999
- International Mechanical Code, 1998 (with 1999 Supplements)
- State of Maine Internal Plumbing Rules, 1998
- ASHRAE 90.1, 2001

Editions of NFPA Standards as adopted by the SFMO, as referenced by those adopted, or as indicated below;

- NFPA 1 – Fire Prevention Code
- NFPA 13 – Sprinkler Systems
- NFPA 30A – Motor Fuel Dispensing and Repair Garages
- NFPA 54 – National Fuel Gas Code
- NFPA 70 – National Electric Code, 2002
- NFPA 72 – National Fire Alarm Code
- NFPA 88B – Repair Garages
- NFPA 101 – Life Safety Code

HVAC

Demolition

Completely remove electric baseboard radiation, ductwork and two (2) York Elec/Elec RTAC units from above the ceiling of the proposed office areas. Yard Office area equipment to remain in-place.

Reposition existing gas fired unit heaters in unoccupied rental space as necessary. Otherwise, these areas are to remain as is.

Remove the existing garage area unit heater, (unless it is rated for garage applications per NFPA 88B). Replace this unit with a gas-fired unit heater specifically rated for garage applications. Install this unit no less than 8-feet above the finished floor.

Air Handler

Provide a modular air handling unit on grade just outside the east face of the building. Unit to be gas-fired, variable volume, (with VFD) with self-contained DX cooling. This unit shall serve the finished spaces in the north half of the facility.

Options: Provide an indoor unit and/or multiple units. The Owner is open to alternate proposals.

“Yard Crew” area to remain “as is” with electric baseboard heat and one (1) PTAC unit in the conference room (new break room), and operable windows to meet ventilation code requirements.

Exhaust

Bathroom and locker room spaces shall be equipped with localized exhaust fans, ductwork and roof or through wall terminations.

Distribution, Zoning, and Controls

Ductwork associated with the air handler shall penetrate the exterior wall of the building and rise up along the inside face of the facility to the roof truss space above. Run ductwork along the trusses. Drop down and distribute to finished spaces. Provide finished ceiling mounted supply and return grilles. Return air shall be a ducted system.

Distribution shall include (12) VAV boxes. Each box shall include electric re-heat, serving the following zones;

1. Lobby
2. Staffing/Data Service Manager
3. Data Service Area
4. Large Conference Room
5. Reception
6. Manager/ Engineering Offices
7. Break Room/ Copy Plotter Room
8. Small Conference Room
9. Production Area / Estimating
10. Training
11. Construction Design Manager
12. Construction Design Area

Thermostats will communicate with VAV boxes. The air handler will operate based on set points and pressure differential. There will not be any centralized building management system.

Plumbing

Demolition

Remove existing fixtures and piping as required from the areas of work. Cap, plug or prepare remaining piping for reconnection.

Fixtures

Provide new plumbing fixtures where indicated on the plans. Fixtures to be low water consumption, commercial grade vitreous china and stainless steel. Faucets and trim to be chrome plated brass. Wall hung fixtures to include floor mount carriers. Fixtures to be **ADA** accessible, where indicated on the plans. **ADA** sinks and lavatories to include under counter insulation kits. Water closets to be flush tank type.

Domestic water

Connect to existing domestic cold water piping and extend systems **as** necessary to new fixtures. Provide hot water **to** fixtures via localized electric water heaters. Install heaters above ceilings with drip pans piped to sink tailpieces. Heaters to heat to **145°F** and be tempered down to 120°F.

Sanitary Waste and Vent

Verify locations of under slab piping using existing fixture reference points, floor clean outs, as-built drawings and/or pipe line video as required. Extend under slab piping to new fixtures and patch the floor as necessary. Individually vent each fixture. Collect vents, tie-into existing ceiling level vent piping or provide new roof penetrations as necessary.

Natural Gas

Coordinate proposed gas load increases with the utility supplier.

Connect to the outlet side of the existing gas meter, just downstream of the meter. Extend natural gas to the new air handler. Revise existing distribution as necessary to accommodate unit heater and related HVAC work.

Fire Sprinkler

Demolition

Remove heads and piping as necessary from the areas of work. Prepare existing piping systems for re-connection.

Verification of Existing System

Survey the existing facility fire sprinkler system and identify areas requiring coverage modification.

New Work

Provide new sprinkler coverage in the areas of work as well as in other existing areas requiring correction to yield a fully sprinkled facility. Provide wet-pipe systems wherever possible. Where subject to freezing, use dry-pipe systems, anti-freeze branches with reduced pressure zone backflow prevention, or dry barrel sprinkler heads.

Electrical

Demolition

As required demolition of lighting, power and telecommunications/data equipment for the rooms being modified.

Power

This facility is currently fed from a 400A, 208Y/120V electrical service in the electrical room. Service conductors rise into a metering cabinet and feed an adjacent main panelboard. The Utility meter is also located in the main electrical room. The main panel also feeds two subpanels, one panelboard adjacent to the main panel and a load center located in the existing Mechanical/Yard Supervisor Office.

The scope of this project includes the replacement of existing electrical heating equipment with gas equipment, meaning that any additional load that may be required in the fit up of the office area should be less than the total load that is being eliminated as part of this work, such that it is anticipated that the existing electrical service should be adequate for use in the scope of this project. Any additional circuits required for this project can be either provided using spare circuit breakers, new breakers in existing spaces, or in new subpanels fed from spaces made available in the main panelboard.

All power wiring in existing walls to be removed shall be removed back to the circuit breaker feeding the circuit.

Lighting

The scope of this project is to reuse existing lighting fixtures where feasible and supplement with additional fixtures where required. Fluorescent ceiling mounted troffers with acrylic diffusers shall be used in the new finished common areas. Fluorescent parabolic fixtures shall be used in any new finished office areas. Conference rooms shall use fluorescent parabolic fixtures supplemented with dimmable compact fluorescent downlights. Lighting in the storage areas shall use existing HID fixtures.

There is currently no emergency egress lighting or illuminated exit signage in this facility. An emergency lighting system must be added to this facility in accordance with NFPA 101, Life Safety.

Telecommunications/Data

The existing telecommunications service panel is located in the electrical room. Any additional equipment shall be installed in this location, space permitting.

Some data equipment was located in one of the offices in the main office area. All data wiring from this area shall be removed in its entirety. New data wiring shall be installed from the new server location.

Existing telecommunications and data wiring is currently installed above the ceiling and in many locations tie-wrapped to the ceiling support wiring extending from the roof understructure. All new telecommunications/data cable shall be installed neatly on J-hooks. The J-hooks shall be independently suspended from the building structure and not connected to supports for any other systems.

Fire Alarm

No fire alarm system was observed at this facility. A fire alarm system in accordance with NFPA 72 and all ADA requirements, shall be designed for this facility in all areas.

Security

A small security system was observed at this facility. This can either be reused and expanded as required by the Owner or removed.

SEC 13900

FIRE EC [

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide fire protection systems including:
 - 1. Sprinkler.
 - 2. Standpipe, (if applicable).
- B. Maintain protection during construction to the extent require by Authorities Having Jurisdiction, (AHJ). Provide a fire watch if required.
- C. Coordinate with Owner's room uses to provide adequate system for all contract areas.
- D. Coordinate location of fire protection systems to avoid interference with location of designated lighting fixture locations. Notify Owner prior to construction of conflicts, which cannot be resolved.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Drawings: Submit the following;
 - 1. Submit design drawings, (and hydraulic calculations if applicable) for proposed installations prior to commencing with the work. These drawings shall be signed and sealed by a professional engineer who also holds a Responsible Managing Supervisor's license in the State of Maine, (RMS).
 - a. Option: **If** not an engineer, designer may be RMS and NICET Level III. Indicate these license/certification numbers on the submittal.
 - 2. Submit as-built drawings upon completion of the work. These drawings shall reflect any changes made since time of original design.
- C. Operation and Maintenance Data: Submit manufacturer's operation and maintenance data, including operating instructions, list of spare parts and maintenance schedule.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Provide complete sprinkler coverage per NFPA 13.

- C. System components to be UL listed or FM approved and shall meet the requirements of the Owner's insurance carrier.
- D. Warrantee: Provide at minimum a one year warrantee for the work, starting from time of substantial completion. Coordinate additional warrantee requirements with the Owner.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

- A. Water Entrance Piping, (up to point of connection to backflow preventer): Cement-lined ductile iron pipe and fittings with bell and spigot restrained joints.
 - 1. Provide backflow prevention as required by the water authority.
- B. Wet-Pipe Sprinkler Piping:
 - 1. Piping 2-inches and Smaller: Schedule 40 steel with iron fittings and threaded joints.
 - 2. Piping 2-1/2-inch and Larger: Schedule 10 steel with grooved fittings and joints.
 - 3. Welded joints also allowed.
- C. Dry-Pipe Sprinkler Piping:
 - 1. Piping 2-inches and Smaller: Schedule 40 galvanized steel with galvanized fittings and threaded joints.
 - 2. Piping 2-1/2-inch and Larger: Schedule 10 galvanized steel with grooved fittings and joints, (fitting gaskets to be listed for dry-pipe service).
- D. Shut-off Valves:
 - 1. 2-inch and Smaller: Bronze body gate or butterfly type, threaded ends.
 - 2. 2-1/2-inch and Larger: Cast iron body, grooved or flanged ends.
 - 3. Supervision: Valves to be equipped with tamper switches, (for wiring to the facility fire alarm system).
 - 4. Manufacturers: Grinnell, Elkhart, Viking, or approved equal.
- E. Check Valves: Cast iron swing check style with threaded, grooved or flanged ends.
 - 1. Manufacturers: Grinnell, Elkhart, Viking, or approved equal.
- F. Waterflow Monitoring: Provide alarm valves on water entrance(s) and floor control valve assemblies, as required by the AHJ to monitor water flow to the system(s).
- G. Hangers: Provide supports per NFPA 13. Support materials and spacing shall be compatible with materials being supported.
- H. Seismic Bracing: Seismically brace systems as required by the applicable building Code.
- I. Sleeves, Escutcheons and Fire Stop: Provide steel pipe sleeves where systems pass through partitions and walls. Where exposed pipes pass through finished areas, provide heavy chrome escutcheons. Maintain the integrity of rated wall, floor, ceiling, and similar assemblies. Provide fire stop as required at piping penetrations.

- J. Sprinkler Heads: Provide quick response sprinkler heads of a type and finish to match existing heads. In the absence of similar existing installations, provide the following:
 - 1. Upright and pendent brass heads in areas without ceilings.
 - 2. Recessed heads, white finish in suspended ceilings.
 - 3. Concealed heads, white finish in hard ceilings.
 - 4. Sidewall heads in walls.
 - 5. Dry barrel heads in areas subject to freezing.
 - 6. Manufacturers: Grinnell, Star, Central, Viking, or approved equal.

2.2 FIRE PROTECTION EQUIPMENT AND SPECIALTIES

- A. General: Provide sprinkler systems components as necessary to provide a complete and operational NFPA 13 system. Components may include, but not be limited to; sprinklers, standpipes, backflow preventers, hose cabinets, fire pump, jockey pump, starters, transfer switches, fire department connection, test valves, horns, signals, and all required accessories.
- B. Alarm Devices: Provide flow, pressure and related supervisory devices as required. Coordinate these items with the fire alarm system installer.
- C. Fire Department Connection: Free-standing or flush-wall mount, polished brass. Provide threads and configurations which comply with local fire department regulations.
 - 1. Manufacturers: Viking, Grinnell, Potter-Roemer, or approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials in proper relation with adjacent construction and with uniform appearance for exposed work. Coordinate with work of other sections. Comply with applicable regulations and building code requirements.
- B. Center ceiling-mounted elements in center of ceiling tiles as applicable.
- C. Install pendent oriented heads on arm-overs.
- D. Clearly label **all** valves and components.
- E. Restore damaged finishes. Test all systems for proper operation in accordance with NFPA 13. Clean and protect work from damage.
- F. Instruct Owner's personnel in proper operation of systems.

END OF SECTION

SECTION 15400

PLUMBING

PART 1 - GENERAL

1.1 SUMMARY

- A.** Provide plumbing systems including:
 - 1. Plumbing fixtures and supports.
 - 2. Water heating equipment.
 - 3. Water supply piping systems.
 - 4. Drainage, waste and vent (DWV) piping systems.
 - 5. Fuel gas piping systems.
 - 6. Drains and plumbing specialties.
 - 7. Access panels, pipe labels, valve tags and fire stop.
- B.** Coordinate with Owner's room uses and to provide adequate system for all contract areas.
- C.** Coordinate location of plumbing systems to avoid interference with location of structure and other building systems. Notify Owner prior to construction of conflicts, which cannot be resolved.

1.2 SUBMITTALS

- A.** Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B.** Drawings: Submit the following;
 - 1. Submit design drawings for proposed installations prior to commencing with the work. Submit as-built drawings upon completion of the work. These drawings shall reflect any changes made since time of original design.
- C.** Operation and Maintenance Data: Submit manufacturer's operation and maintenance data, including operating instructions, list of spare parts and maintenance schedule.

1.3 QUALITY ASSURANCE

- A.** Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B.** Warrantee: Provide at minimum a one year warrantee for the work, starting from time of substantial completion. Coordinate additional warrantee requirements with the Owner.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

- A. DWV Piping, Above Grade: Service weight cast iron with no-hub pipe couplings.
 - 1. Option: Schedule 40 PVC with drainage pattern fittings, (where not in a return air plenum and where acoustics are not a concern).
 - 2. Option: 2-inch and smaller non-urinal wastes: Type DWV copper pipe, copper fittings, and lead free soldered joints.
- B. DWV Piping, Below Grade: Service weight cast iron with gasketed hub-and-spigot joints.
 - 1. Option: Schedule **40** PVC with drainage pattern fittings.
- C. Water Supply Piping, Above Grade: Type L seamless hard drawn copper tubing, copper fittings, and lead free soldered joints. assembled with solder fittings.
- D. Water Supply Piping, Below Grade:
 - 1. 4-inch and Larger: Cement-lined ductile iron pipe and fittings with bell and spigot restrained joints.
 - 2. 2-1/2-inch and smaller: Type K copper tubing, no fittings or joints, (except for final connections to drain body trap primer ports, etc.).
- E. Low Pressure, (0.5 psig or less) Natural Gas Piping, Downstream **of** Utility Company Meter and Regulator: Schedule 40 type E black steel.
 - 1. Piping 2-inches and Smaller: Threaded fittings and joints.
 - 2. Piping 2-1/2-incha and Larger: Welded joints.
- F. Medium Pressure, (0.5 – 2.0 psig) Natural Gas Piping, Downstream of Utility Company Meter and Regulator: Schedule 40 type E black steel with welded joints.
- G. Hangers: Provide supports per MSS Standards. Support materials and spacing shall be compatible with materials being supported. Hangers for insulated services shall allow for **full** thickness of insulation and shall include insulation shields.
- H. Seismic Bracing: Seismically brace systems as required by the applicable building Code.
- I. Sleeves, Escutcheons and Fire Stop: Provide steel pipe sleeves where systems pass through partitions and walls. Where exposed pipes pass through finished areas, provide heavy chrome escutcheons. Maintain the integrity of rated wall, floor, ceiling, and similar assemblies. Provide fire stop as required at piping penetrations.
- J. Insulation: Provide fiberglass insulation, PVC fitting covers and an all service jacket on water supply piping and horizontal runs of storm drainage.
 - 1. Hot and Re-circulated Hot Water: 1-inch thick insulations.
 - 2. Cold Water and Storm Drainage: ½-inch thick insulation.
 - 3. Exposed piping under **ADA** accessible sinks and lavatories: pre-molded insulation **kits**.

- K. Water Supply Valves: Full size bronze gate valves or full-port bronze ball valves. Provide balancing valves on each re-circulated hot water branch. Provide low-point drain valves and high point vent valves on services.
 - 1. Manufacturers: Hammond, Jenkins, Nibco or approved equal.
- L. Natural Gas Valves, (Low Pressure Systems):
 - 1. 2-inch and Smaller: Bronze body gas valves with threaded ends.
 - 2. 2-1/2-inch and Larger: Lubricated cast-iron plug valves with flanged ends.
- M. Natural Gas Valves, (Medium Pressure Systems): Bronze body or lubricated cast-iron plug valves with flanged ends.
- N. Identification: Label piping systems at regular intervals. Include service and direction of flow. Tag each valve. Provide a valve tag chart to the Owner upon completion of the work.

2.2 PLUMBING EQUIPMENT AND SPECIALTIES

- A. General: Provide components, which prevent back-siphonage or cross-connections.
 - 1. Potable water connections to non-potable sources shall include air-gaps, vacuum breakers or reduced pressure type backflow preventers.
- B. Water Heaters: Electric, glass lined storage type. Provide baked enamel steel jacket, fiberglass insulation, and 5 year warranty.
 - 1. Manufacturers: A.O. Smith, Rheem-Ruud, State, or approved equal.
- C. Domestic Water Mixing Valves: Self-contained thermostatic type including hot water temperature limit, check valves, strainers and stop valves.
 - 1. Manufacturers: Symmons, Leonard, Rada, Powers, or approved equal.
 - 2. Heat water to 145°F and temper down to 120°F prior to distribution.
- D. Hose Bibbs: Anti-siphon hose bibbs by Woodford or approved equal.
- E. Floor Drains And Cleanouts: Commercial grade cast iron. Floor and trench drains to include trap primer connection ports.
 - 1. Manufacturers: Zurn, J.R. Smith, Josam, Mifab, or approved equal.
- F. Trap Primers: Prime all drain traps using pressure differential or similar type valves.
- G. Shock Absorbers and Air Chambers: Provide water hammer arrestors on water supplies to quick closing valves, including flush valves, metering faucets, and solenoid valves. Where not provided, connect to fixtures using air chambers.
- H. Access and Access Panels: Equipment and specialties shall be accessible. Where necessary, provide Metal units with locks. Configuration and trim as required by finish wall surface.
 - 1. Manufacturers: Karp, Milcor, Nystrom or approved equal.

2.3 PLUMBING FIXTURES

- A. General: **Fixtures** to be commercial grade, low consumption, and **ADA** compliant where indicated on the plans and where required by Code. Provide floor supported in-wall concealed carrier assemblies for wall mount fixtures.
 - 1. Water Closets to be tank type, floor mount.
 - 2. Shower cabinets to be acrylic.
 - 3. Sinks **to be** stainless steel, self rimming.
 - 4. Water coolers to be dual height.
 - 5. Service sinks to be molded stone floor basins.

- B. Manufacturers, (or approved equals):
 - 1. Vitreous China Fixtures: Kohler, Eljer, American Standard.
 - 2. Stainless Steel Fixtures: Just, Elkay, Kindred.
 - 3. Shower Cabinets: Acryline USA, Aqua Bath, Aquarius, Lasco.
 - 4. Electric Water Coolers: Elkay, Halsey-Taylor, Filtrine.
 - 5. Mop Basins: Fiat, Swan.
 - 6. Faucets: Symmons, Chicago.
 - 7. Flush Valves: Sloan, Zurn, Delany.
 - 8. Shower Trim: Symmons, Leonard, Powers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials in proper relation with adjacent construction and with uniform appearance for exposed work. Coordinate with work of other sections. Comply with applicable regulations and building code requirements.

- B. Support piping properly. Pitch to drain points. Install with pipe expansion loops, mechanical expansion joints, and anchors.

- C. Install shutoff valves on each piece of equipment on both hot and cold water supply.

- D. Clearly label all valves and components.

- E. Sterilize water distribution system. Flush and test all systems for proper operation. Obtain rough-in and final sign-off from Plumbing Authorities.

- F. Adjust system to prevent water hammer.

- G. Restore damaged finishes. Clean and protect work from damage.

- H. Instruct Owner's personnel in proper operation of systems.

END OF SECTION

SECTION 15500

HEATING, VENTILATION AND AIR CONDITIONING

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide mechanical systems including:
 - 1. HVAC system including RTAC gas/electric unit, twelve (12) VAV boxes with electric reheat, sheet metal work, registers, grilles and diffusers.
 - 2. Exhaust system for bathrooms.
 - 3. Stand-alone temperature controls for RTAC and VAV boxes..
 - 4. Fire and life safety controls.
 - 5. Testing, adjusting and balancing.
 - 6. Access panels, labels, valve tags and supports.
- B. Coordinate with Owner's room uses to provide adequate system for all contract areas.
- C. Coordinate location of plumbing systems to avoid interference with location of structure and other building systems. Notify Owner prior to construction of conflicts, which cannot be resolved.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Drawings: Submit the following;
 - 1. Submit design drawings for proposed installations prior to commencing with the work.
 - 2. Submit as-built drawings upon completion of the work. These drawings shall reflect any changes made since time of original design.
- C. Operation and Maintenance Data: Submit manufacturer's operation and maintenance **data**, including operating instructions, list of spare parts and maintenance schedule.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions
- B. Warrantee: Provide at minimum a one year warrantee for the work, starting from time of substantial completion. Coordinate additional warrantee requirements with the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Sheet Metal Work And Accessories: Comply with SMACNA Duct Manual and Sheet Metal Construction for Ventilating and Air Conditioning Systems.
- B. Grilles And Registers: Units with approved face and frame design, gaskets, and baked enamel finish.
 - 1. Manufacturers: Anemostat, Krueger, Titus or approved equal.
- C. Hangers and Supports: ANSI B31.1.
- D. Seismic Bracing: Seismically brace systems as required by the applicable building Code.
- E. Fire Stop and Fire Dampers: Maintain the integrity of rated wall, floor, ceiling, and similar assemblies. Provide fire stop and dampers as required at penetrations.
- F. Insulation: Ducts shall be insulated per ASHRAE 90.1-2001.
- G. Identification: Label piping systems at regular intervals. Include service and direction of flow. Tag each valve. Provide a valve tag chart to the Owner upon completion of the work.

2.2 HVAC EQUIPMENT AND SPECIALTIES

- A. Air Handling Units: Gas-fired, variable volume, RTAC.
 - 1. Manufacturers: Carrier, York, or McQuay.
- B. VAV boxes: Variable Air Volume boxes with electric reheat including stand-alone digital controls.
 - 1. Manufacturers: Carrier, York, or McQuay.
- C. Controls: Automatic temperature control system components; thermostats and sensors to operate RTAC and VAV boxes in "stand alone" mode..
 - 1. Manufacturers: Carrier, York, or McQuay.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials in proper relation with adjacent construction and with uniform appearance for exposed work. Coordinate with work of other sections. Comply with applicable regulations and building code requirements.
- B. Support condensate piping properly. Pitch to drain points. Install with pipe anchors.

- C. Install ductwork in accordance with SMACNA recommendations. Seal duct seams with sealer. Provide splitters and balancing dampers. Provide fire dampers and automatic smoke and fire dampers where required. Provide flexible connectors and inlet and discharge connections. Clean before testing and balancing.
- D. Clearly label and tag all components.
- E. Equipment Start-up: Provide equipment manufacturer's representative as necessary for start-up of major mechanical equipment.
- F. Test and balance all systems for proper operation. Provide balancing report to the Owner.
- G. Restore damaged finishes. Clean and protect work from damage.
- H. Instruct Owner's personnel in proper operation of systems.

END OF SECTION

SECTION 16000

ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

- A.** Provide electrical systems including:
 - 1. New 480V service entrance
 - 2. Complete power distribution system.
 - 3. Lighting.
 - 4. Exit lighting.
 - 5. Emergency lighting.
 - 6. Site lighting.
 - 7. Fire alarm system.
 - 8. Security systems.
 - 9. Voice and data system
 - 10. Cable TV system.

- B.** Include new 480Y/277V service entrance ducts and wiring, service entrance panel, dry-type transformer to backfeed existing 208Y/120V power system, additional power and lighting panels, wiring, outlet boxes, receptacles, lighting fixtures, switches, conduits, and raceways and all accessories. The new service shall be adequately sized to incorporate a 400 amp, **480** volt, 8-pack welding assembly to be furnished by the Owner, as well as back-feeding the existing 400 amp, 208Y/120V service to the building. Coordinate new service with Central Maine Power Company.

- C.** Relocate existing telephone and data system panels and telephone service. Provide telephone and data outlets with conduits in all finished walls extending above into the ceiling space.

- D.** Modify and extend existing electrical distribution equipment to accommodate all new work. Re-lamp existing fixtures consistent with building standards. Remove existing systems and wiring, which are abandoned, back to their source.

- E.** A fire alarm system shall be designed and provided in accordance with all **NFPA, ADA, State** and Local requirements.

- F.** Coordinate with Owner's room uses to provide adequate systems for all contract areas.

- G.** Coordinate location of ductwork and fire protection systems to avoid interference with location of designated lighting fixture locations. Notify Owner prior to construction of conflicts, which cannot be resolved.

- H.** Coordinate schedule of telephone and data outlet completion with Owner's communications requirements and installer as applicable.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Drawings: Submit the following;
 - 1. Submit design drawings for proposed installations prior to commencing with the work.
 - 2. Submit as-built drawings upon completion of the work. These drawings shall reflect any changes made since time of original design.
- C. Operation and Maintenance Data: Submit manufacturer's operation and maintenance data, including operating instructions, list of spare parts and maintenance schedule.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Warrantee: Provide at minimum a one year warrantee for the work, starting from time of substantial completion. Coordinate additional warrantee requirements with the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Conduit: Rigid galvanized metal conduit for all unprotected conduits in areas subject subject to damage such as the main storage room, electrical metallic tubing for interior feeder homerun raceways, MC cable for use in metal stud walls and for circuit drops above ceilings, flexible metal conduit for connection to vibrating equipment, and rigid nonmetallic conduit as required.
- B. Exposed metal raceways by Wiremold, Walker Parkersburg or approved equal where wiring cannot be concealed.
- C. Boxes: Provide galvanized steel outlet, junction and pull boxes sized to meet requirements of National Electrical Code. Provide outlet boxes for **48** volt emergency lights with blank covers painted yellow.
- D. Conductors and wiring: **600** volt insulation type THWN or THHN copper wiring for branch circuits. Conductors AWG No. 12 shall be solid or stranded. Conductors AWG No. 10 and larger stranded. Minimum conductor size AWG No. 12. All 20 amp circuits over 100 feet in length shall be minimum size AWG No. 10. Green ground conductor in all raceways. Other sizes as required by service intended.
- E. Wiring devices: Receptacles, lighting switches, ground fault receptacles, dimmers, and coverplates as required.

- F. Panelboards shall be deadfront provided with copper bus and sized as required by National Electrical Code.
- G. Fixtures: Fluorescent fixtures with ETL/CBM approved high power factor with quiet energy-saving rapid-start ballasts. Provide all lenses, louvers,
- H. Occupancy sensors: Ceiling-mounted occupancy sensors by Hubbell/Unenco, Watt Stopper or approved equal to control light fixtures as required by ASHRAE-90.1.
- I. Transformers: Dry type transformers suitable for building requirements.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials in proper relation with adjacent construction and with uniform appearance for exposed work. Coordinate with work **of** other sections. Comply with applicable regulations and building code requirements.
- B. Center ceiling-mounted elements in center of ceiling tiles as applicable.
- C. Install light switches **48"** above finished **floor**. Locate switches within rooms at strike side of door unless noted otherwise.
- D. Install thermostats centered above light switches at 60" above finished floor.
- E. Gang-mount multiple switching locations. Mount multiple types **of** controls as close together as possible and in-line with each other at a height **of 48"** above finished floor.
- F. Group multiple junction boxes, telephone and electrical outlets together on wall not more than 6" apart. Avoid back-to-back box locations.
- G. Mount electrical, **data**, and telephone outlets vertically, 18" above finished floor unless noted otherwise.
- H. Test all systems for proper operation. Restore damaged finishes. Clean and protect work from damage.
- I. Instruct Owner's personnel in proper operation of systems.

END OF CTION

Date: June 18,2004

Project No. 04097

**CIANBRO CORPORATION - OFFICE RENOVATIONS TO FORMER BLAKE BUILDING
366 WEST COMMERCIAL STREET, PORTLAND, MAINE**

CODE COMPLIANCE **STRATEGY** REPORT

Principal Codes, Standards and Review Authorities Applicable to Project:

Program:

- a. NONE IDENTIFIED

Insurance:

- a. NONE IDENTIFIED

Land use:

- a. City of Portland, Maine Land Use Ordinance
Portland Dept. of Planning, Sarah Hopkins
Phone: (207)874-8721 Fax: (____)____-____

Life Safety:

- a. NFPA 101 Life Safety Code, 2003 edition.
Maine State Fire Marshal's Office, Steve Dodge
Phone: (207)624-8737 Fax: (207)624-8767

Building:

- a. The BOCA National Building Code (BOCA), 1999 edition.
Portland Dept. of Inspections, Mike Nugent
Phone: (207)874-8703 Fax: (____)____-____

Accessibility:

- a. Americans with Disabilities Act Accessibility Guidelines
Maine State Fire Marshal's Office, Steve Dodge
Phone: (207)624-8737 Fax: (207)624-8767

Mechanical:

- a. The International Mechanical Code, 1998 edition with 1999 supplements
Portland Dept. of Inspections, Mike Nugent
Phone: (207)874-8703 Fax: (____)____-____

Plumbing:

- a. The Maine Internal Plumbing Rules, 1998 edition
Portland Dept. of Inspections, Mike Nugent
Phone: (207)874-8703 Fax: (→)_____

Electrical:

- a. NFPA 70 National Electrical Code, 2002 edition
Portland Dept. of Inspections, Mike Collins
Phone: (207)874-8703 Fax: (→)_____

Energy:

- a. ASHREA 90.1, 2001 edition
Portland Dept. of Inspections, Mike Nugent
Phone: (207)874-8703 Fax: (→)_____

Description of Building Functional Program:

Architectural, mechanical, fire protection and electrical renovations to existing pre-manufactured metal building with partial interior fit-up for the purpose of continuing office, light manufacturing and low hazard storage use including associated conference and training spaces.

Excerpts of Applicable Life Safety and Building Code Criteria:

Occupant Classification(s):

NFPA 101:

Chapter 39, "Existing Business Occupancies"

Chapter 40, "Industrial Occupancies" (General Subclassification - low and ordinary hazard in building of conventional design)

Chapter 42, "Storage Occupancies"

Use Classification(s):

The BOCA National Building Code (BOCA):

B / Business: Enclosed and open office work areas.

F-2 / Low Hazard Industrial: Metal fabrication and assembly.

S-21 Low Hazard Storage: Bagged cement, masonry, glass, gypsum board, metals and metal parts, and electrical wire and equipment.

Specific Occupancy Areas:

The BOCA National Building Code (BOCA):

Storage Room (More than 50 s.f., but not more than 100 s.f.)

Accessory Areas:

The BOCA National Building Code (BOCA):

A-3/Assembly: Conference and Training Rooms Accessory to B

F-1/Moderate Hazard Industrial: Vehicle Maintenance Area Accessory to F-2.

Special Use and Occupancy:

NA

Type of Construction:

Structure: Existing cast-in-place concrete foundation and slab-on-grade. Structural steel frame with insulated metal siding and roofing systems. Wood frame and gypsum wallboard partitions. Fire protection sprinklers throughout.

NFPA 220: Type V (000) - Combustible/Unprotected

BOCA: Type 5 - Combustible/Unprotected

Fire Resistance Ratings of Structure Elements: (BOCA, Table 602)

<u>Element</u>	<u>SR</u>
Exterior walls	0 Hr.
Fire walls & party walls	0 Hr.
Exit access corridors	0 Hr.
Structural Frame	0 Hr.
Smoke barriers	1 Hr.
Bearing Walls	0 Hr.
Nonbearing walls & partitions	0 Hr.
Floor construction	0 Hr.
Roof construction	0 Hr.

Occupancy/Use Group Separation

BOCA - Chapter 3, Table 313.1.2

F-2 & S-2/ B:

1 Hr. (Fully Sprinklered)

F-2/S-2: Non-separated uses (BOCA 313.1.1)

F-2/F-1: Not Applicable - F-1 use is accessory to F-2 and S-2. (BOCA 302.1.2)

F-2 & S-2/ B: Not Applicable - B use is accessory to F-2 & S-2

B/A: Not Applicable - A use is accessory to B. (BOCA 302.1.2)

Building Height:

BOCA - Chapter 5, Table 503

Allowable:

B / Business

3 Stories - 50 ft.

F-2 / Low Hazard Industrial

3 Stories - 50 ft.

S-2 / Low Hazard Storage

3 Stories - 50 ft.

*Includes modifications for sprinklers.

Actual:

B. F-2 and S-2 Areas:

1 Story - 25 ft. +/-

Mezzanines:

BOCA - Chapter 5, 505.0

Aggregate area shall not exceed 1/3 of the area of the room within which they are located.

Space with one means of egress:

BOCA - Chapter 10, Table 1017.2

Maximum Occupant Load:

B & F

50

S

30

Maximum Travel Distance:

B & F

75

S

100

A mezzanine shall be open and unobstructed to the room in which it is located except for walls not more than 42 inches high, columns and posts.

Note exception for mezzanines with a maximum occupant load of 10.

Building Area:

BOCA - Chapter 5, Table 503

Allowable

B / Business

Base

7,200 s.f.

Incl. Sprinklers and Frontage

22,320 s.f.

F-2 / Low Hazard Industrial

7,200 s.f.

22,320 s.f.

S-2 / Low Hazard Storage

7,200 s.f.

22,320 s.f.

Street Frontage Increase Calculation:

Total Perimeter: 600 ft.

% Open Perimeter = (480/600) x 100 = 80%

Open Perimeter: 480 ft.

% Tab. area Incr. = 2(80-25) = 110%

Actual:

B / Business

8,615 s.f. +/-

F-2 & S-2 / Low Hazard Industrial & Storage

12,985 s.f. +/-

Total Building Area

21,600 s.f. +/-

Means of Egress:

BOCA - Chapter 10
NFPA 101 - Chapters 38 & 40

Occupant load*: (BOCA Table - 1008.1.2)

<u>Floor:</u>	<u>Occ.</u>	<u>Floor Area/Occ.</u>	<u>Floor Area</u>	<u># Occ.</u>
First Flr.	B / Business	100 s.f. gross	8,615 s.f.	86
	F-2 / Low Hazard Industrial	100 s.f. gross	12,985 s.f.	129
	S-2 / Low Hazard Storage	300 s.f. gross		<u>0</u>

Total Number of Occupants (Occ. Load) 215

Minimum Number of Exits Required:

Per Fire Area - 2
Per Room with > 50 occupants - 2

Egress Components:

Doors:
Delayed egress locks, and access control locks permitted in B, F-2 and S-2 areas, but their use is not planned.

Egress Capacity:

Exit Access Corridors:

Width:

Minimum Allowable

44 in. clear

Doors:

Width:

32 in. clear (36 in. nominal)

Stairs: (NA)

Width:

(36) in. clear - excepting \leq 4.5 in. at or below handrail height.

Arrangement:

Dead-end corridor:

B

50 ft.

F-2 & S-2

20 ft.

Maximum Travel Distance:

B

250 ft.

F-2 & S-2

400 ft.

Maximum Common Path of Travel:

B

100 ft.

F-2 & S-2:

75 ft.

Emergency lighting will be provided by battery operated electric light fixtures which comply with NFPA 70.

Exit signage shall be self-luminous type.

Protection of Vertical Openings:

NA

Protection from Hazards:

Classification of Hazard of Contents: Ordinary

Interior Finish:

BOCA - Chapter 8

Minimum Wall and Ceiling Finishes:

	<u>Exits</u>	<u>Lobbies and Corridors</u>	<u>All Other Spaces</u>
B	Class B / Class 1	Class C / Class 11	Class C / Class 111
F-2	Class B / Class 1	Class C / Class 11	Class C / Class 111
S-2	Class B / Class 1	Class C / Class 11	Class C / Class 111

Minimum Floor Finishes:

Class II for all applicable Uses.

DOC FF-1 pill test applicable for all finishes.

Detection, Alarm, and Communications Systems:

BOCA - Chapter 9

NFPA 101 - Chapters 39 & 40

A fire alarm system is required. This determination understands a total building occupancy of 100 or more persons.

This system shall be equipped with secondary power supply in the **form** of battery back-up.

Signal Initiation:

Activation by manual means, upon sprinkler water flow, and/or activation of automatic smoke/heat detection system.

Occupant Notification:

Automatic notification required in conformance with NFPA 101, 9-6.3.

Annunciation:

Audible devices throughout with visible devices added in all public/common areas.

Zoning:

One zone per fire area.

Extinguishment Requirements:

BOCA - Chapter 9

NFPA 101 - Chapters 9 (Section 9-7) 38 & 40, NFPA 13, and NFPA 10

Automatic Fire Suppression:

Water Based - NFPA 13 system.

Portable Fire Extinguishers:

Required in accordance with NFPA 101, 9-7.4.1, and in accordance with **NFPA 10**.

Corridors:

Corridor walls are not required to be rated on the basis of the building being protected throughout by an approved automatic sprinkler system.

Subdivision of Building Spaces:

No Requirements.

Special Protection Features:

NA



ARCHITECTURE
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PLANNING

Fax Transmission

To: **mike nugent, city of portland ceo** Fax #: **874-8716**
brent poulin, cianbro 773-7617

From: **scott benson, aia** Date: **july 13, 2004**

Re: **stair dimensions** Job #: **04097**

Job Name: **cianbro office renovation**
366 west commercial street, portland

3
2 pages, including cover.

REMARKS:

dear mike: at brent's request, i am forwarding to you the attached sketch describing minimum and maximum dimensions for code compliance at the two mezzanine stairs included in the above referenced project. please do not hesitate to call me at 772-3846 if you have questions or concerns. regards, scott

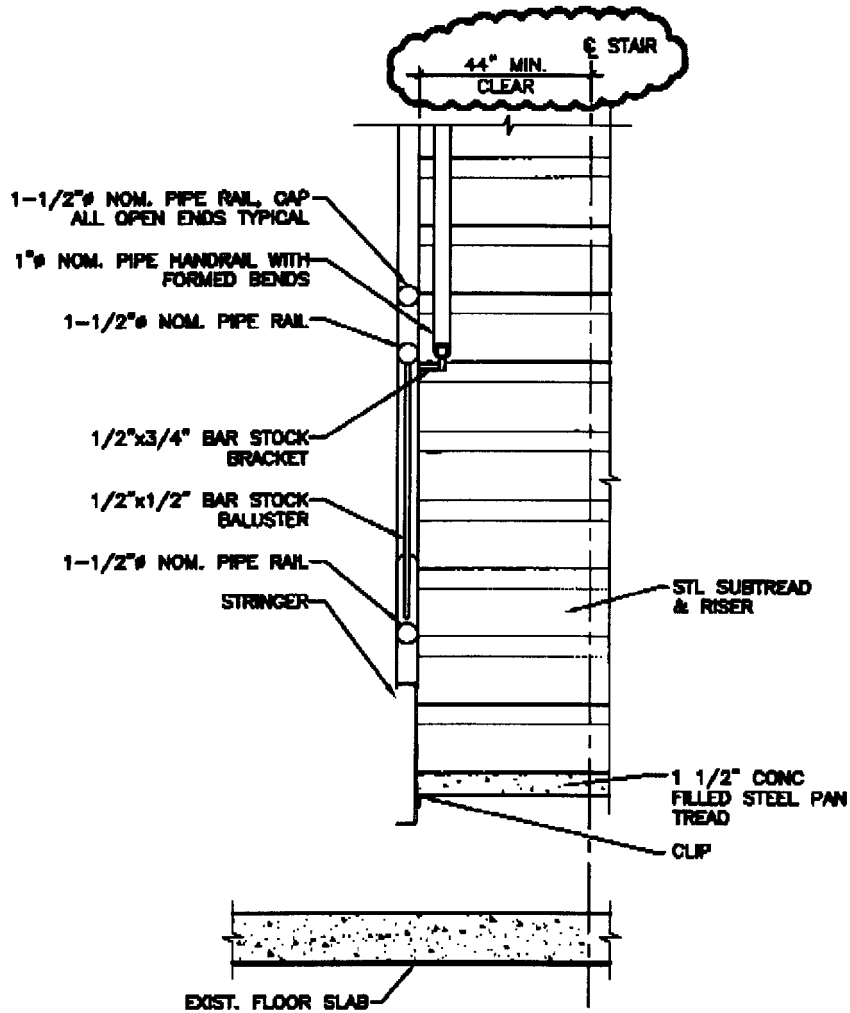
Northeast

Mid-Atlantic

Southeast

144 Fore Street
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207 772-3846
207 772-1070
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cc: file 22



ARCHITECTURE ENGINEERING PLANNING

SMRT

144 Fore Street/P.O.Box 618 PORTLAND, MAINE 04104
tel. (207) 772-3846 / fax. (207) 772-1070

SCALE: NTS

CAD FILE: AE601-04097

PROJECT No. 04097

REF. SHEET: AE601

PM: SLB

SUPPLEMENTAL INSTRUCTION
SI-1

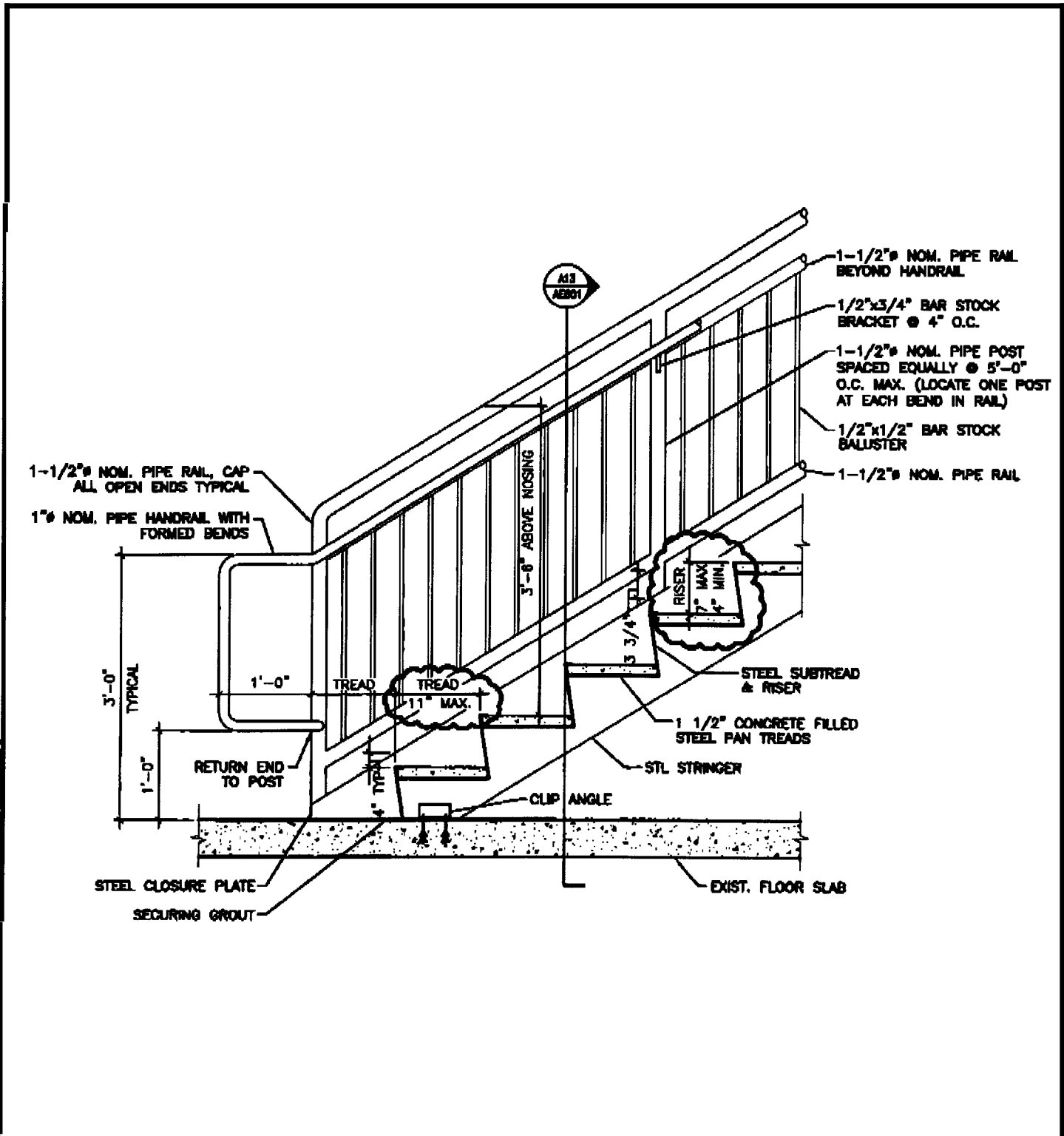
A/E: SLB

DESIGN No.
A-2

DATE: 7-14-04

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PROJECT: CIANBRO OFFICE RENOVATION (FORMER W.L. BLAKE BUILDING)
SUBJECT: REVISED A13/AE601 AS NOTED STAIR SECTION



ARCHITECTURE ENGINEERING PLANNING

SMRT
 144 Fore Street/P.O.Box 618 PORTLAND, MAINE 04104
 tel. (207) 772-3846 / fax. (207) 772-1070

SCALE:	NTS
CAD FILE:	AE601-04097
PROJECT No.	04097
REF. SHEET:	AE601

PROJECT: **CIAMBRO OFFICE RENOVATION
 (FORMER W.L. BLAKE BUILDING)**
 SUBJECT: **REVISED A6/AE601 AS NOTED
 STAIR SECTION**

PM: SLB	SUPPLEMENTAL INSTRUCTION SI-1
A/E: SLB	
DATE: 7-14-04	SKETCH No. A-1