

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING DIVISION

PERMIT

Permit Number: 050193

This is to certify that Heritage Realty Limited Partnership/Packard Development

has permission to 1 Story brick / EFIS Caad Structure w/ steel frame

AT 1030 Brighton Ave

263A A004001

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

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

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

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

OTHER REQUIRED APPROVALS

Fire Dept. UHM-2

Health Dept. _____

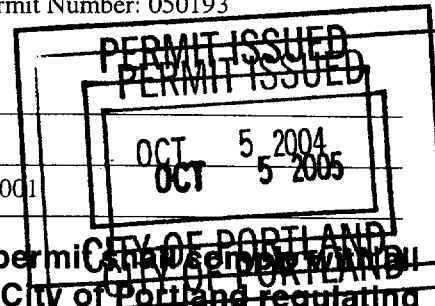
Appeal Board _____

Other _____

Department Name

[Signature] 8/22/05
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD



City of Portland, Maine - Building or Use Permit Application

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

Permit No:	05-0193	Issue Date:	OCT 5 2004	Permit No:	05-0193
Location of Construction:	1030 Brighton Ave	Owner Name:	Heritage Realty Limited Partnership	Owner Address:	535 Boylston St
Business Name:		Contractor Name:	Packard Development	Contractor Address:	1 Wells Drive Newton
Lessee/Buyer's Name:		Phone:		Permit Type:	Commercial

Past Use:	Vacant / Parking Area	Proposed Use:	Commercial retail 1 story brick / EFIS Caad Structure w/ steel frame	Permit Fee:	\$5,421.00	Cost of Work:	\$600,000.00	CEO District:	3
Proposed Project Description:				FIRE DEPT:		INSPECTION:		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	
1 Story brick / EFIS Caad Structure w/ steel frame				<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		Use Group: <i>203</i> Type: <i>203</i>		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: <i>[Signature]</i> Date: <i>[Date]</i>	

Permit Taken By:	dmartin	Date Applied For:	02/23/2005	Zoning Approval					
1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..				Special Zone or Reviews <input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>Small zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>2004-2070</i> Major <input checked="" type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>2/23/05</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		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>[Signature]</i>	

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: 05-0193		Date Applied For: 02/23/2005	CBL: 263A A004001
Location of Construction: 1030 Brighton Ave	Owner Name: Heritage Realty Limited Partnership	Owner Address: 535 Boylston St	Phone:
Business Name:	Contractor Name: Packard Development	Contractor Address: 1 Wells Drive Newton	Phone: (617) 965-1966
Lessee/Buyer's Name	Phone:	Permit Type: Commercial	

Commercial retail 1 story brick / EFIS Clad Structure w/ steel frame in front of lot - called Bldg "A"

1 Story brick / EFIS Clad Structure w/ steel frame

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 02/28/2005**Note:** **Ok to Issue:** ☐

- 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 2) Separate permits shall be required for any new signage.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Mike Nugent **Approval Date:** 03/22/2005**Note:** **Ok to Issue:** ☒

- 1) Must receive contractors statement of responsibility prior to commencement of project.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Lt. MacDougal **Approval Date:** 03/02/2005**Note:** **Ok to Issue:** ☒

- 1) the fire alarm system shall be installed in accordance with NFPA 72 standard
- 2) fire extinguishers shall be installed in accordance with NFPA 10 standard
- 3) the fire alarm system and sprinkler system shall be tested to the appropriate standard and the results shall be submitted to the Portland Fire Department
- 4) the sprinkler system shall be installed in accordance with NFPA 13 standard

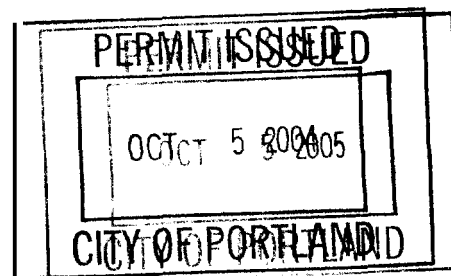
Dept: Engineering **Status:** Open **Reviewer:** Tony **Approval Date:****Note:** PUBLIC WORKS ENGINEERING REVIEW4/26/04 **Ok to Issue:** ☐

I have reviewed the submittal dated 4/14/04 and offer the following comments:

1. Due to the limited content supplied and received, to date, a detail review of this project can not be accomplished.
2. The applicant's engineer should discuss modifications to the Brighton Avenue frontage with Eric Labelle, the City Engineer. He has some specific requirements as it relates to improvements along Brighton Ave.
3. The applicant needs to be aware that any roadway impacts to Rand Road will require permits and some substantial fees. The fees are large due to the fact that Rand Road is a moratorium roadway.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Lt. MacDougal **Approval Date:** 05/05/2004**Note:** **Ok to Issue:** ☐

- 1) Application requires State Fire Marshal approval.
- 2) access shall be from all sides of structure
- 3) additional hydts required per meeting with fire protection engineer



Location of Construction: 1030 Brighton Ave	Owner Name: Heritage Realty Limited Partnership	Owner Address: 535 Boylston St	Phone:
Business Name:	Contractor Name: Packard Development	Contractor Address: 1 Wells Drive Newton	Phone (617) 965-1966
Lessee/Buyer's Name	Phone:		Permit Type: Commercial

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Steve Bushey **Approval Date:** 07/27/2004

Note: **Ok to Issue:** ☐

1) see planning conditions

Dept: Planning **Status:** Approved with Conditions **Reviewer:** Kandi Talbot **Approval Date:** 07/27/2004

Note: **Ok to Issue:** ☐

- 1) 9. any revisions that shall occur, such as landscaping or parking changes, based on the securing of additional right of way, shall be reviewed and approved by the Planning Authority.
- 2) 2. That the developer revise the plans in accordance with the Traffic Engineer's memo dated July 20, 2004, to be reviewed and approved by the City's Traffic Engineer and that the developer shall reconfigure the Pine Tree Shopping Center Driveway approach to Brighton Avenue, opposite Taft Avenue, to provide an exclusive right turn lane and a shared left/through/right turn lane. The plans shall be revised to include additional low dense landscaping and/or berm, within the landscaped island on Brighton Avenue in front of the developer's leased area to deter mid block crossing on Brighton Avenue and the plan shall be amended to remove reference to the fence. Landscaping and/or berm for the island shall be reviewed and approved by the City Arborist.
- 3) 1. That within the first year after completion of the project, the Rand Road/Pine Tree/Forest City Driveway be monitored to determine whether the intersection meets signal warrants. Documentation shall be submitted to the City's Traffic Engineer. After monitoring, if it determined that the intersection warrants a traffic signal, the developer shall be responsible for installation of the traffic signal. The developer shall also provide a performance guarantee, prior to issuance of a building permit, in the amount of \$75,000 to be held until that time that it is determined whether a traffic signal is warranted at this driveway and shall be held for up to 18 months. Monitoring data shall occur during one year after completion and traffic warrant shall be determined within 6 months of the monitoring.
- 4) 10. That the applicant shall place in escrow \$12,000 to extend the landscaping island within Rand Road, prior to issuance of a building permit. The funds will be placed in escrow until Rand Road is no longer a moratorium street, which will occur in 2008, at which time the improvements to Rand Road shall be completed.
- 5) 7. That the required fire hydrants be added to the site plan for review and approval by the Fire Department.
- 6) 4. That revised building elevations shall be submitted for review and approval by Planning staff.
- 7) 3. That the developer shall provide a pedestrian access easement for the sidewalk along Brighton Avenue, between Rand Road and Applebee's Restaurant, which is located out of the City's right of way. The pedestrian access easement shall be submitted prior to issuance of a building permit, and shall be reviewed and approved by Corporation Counsel.
- 8) 8. That as part of this development, the developer shall complete the Brighton Avenue streetscape from where the project was completed up to the Brighton Avenue Bridge. In lieu of completing the Brighton Avenue streetscape, the developer shall make a contribution of \$3000,000 to the City, prior to issuance of a building permit, for the City to complete the Brighton Avenue streetscape project. The developer will also utilize best efforts to secure, from Heritage Realty, additional Brighton Avenue right of way in fee or easement as required by the City for up to 15 feet on the southerly side of Brighton Avenue, plus the elimination of the property line "bulge", westerly of the entry drive to Pine Tree Shopping Center, or, if not able to secure such right of way prior to issuance of a building permit, the developer shall deposit up to \$100,000 in escrow to be used by the City to defray acquisition costs of such right of way if acquired by the City through an eminent domain proceeding, plus necessary structures to maintain the functionality of the existing development.
- 9) 6. That the plans be revised in accordance with the Development Review Coordinator's (DRC) memo dated July 19, 2004 and shall be reviewed and approved by the DRC. Any minor revisions during the DEP Site Location review shall be reviewed and approved by the DRC. To the extent that City requirements on the proposed changes are more stringent than DEP requirements, the City standards shall apply.
- 10) 5. That a sewer capacity letter from the Portland Sewer Division is submitted to staff prior to issuance of a building permit.

Comments:

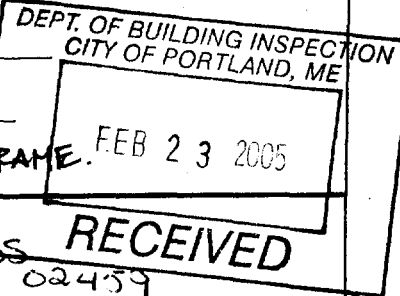
3/3/2005-mjn:
RECEIVED ALL MATERIALS

Location of Construction: 1030 Brighton Ave	Owner Name: Heritage Realty Limited Partnership	Owner Address: 535 Boylston St	Phone:
Business Name:	ContractorName: Packard Development	Contractor Address: 1 Wells Drive Newton	Phone (617) 965-1966
Lessee/Buyer's Name	Phone:		Permit Type: Commercial

All Purpose Building Permit Application

If you ~~are~~ 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.

Total Square Footage of Proposed Structure 9,998 sq. FT.		Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 263AA 00 4		Owner: PORTLAND PINE TREE LLC C/O PARKARD DEVELOPMENT LLC	
Telephone: 617-965-1966			
Lessee/Buyer's Name (If Applicable) —		Applicant name, address & telephone: HOWARD MINTZ SAME AS ABOVE	
		Cost Of Work: \$600,000 Fee: \$5,421.00	
Current use: VACANT / PARKING AREA			
If the location is currently vacant, what was prior use: PARKING AREA			
Approximately how long has it been vacant: —			
Proposed use: RETAIL			
Project description: 1 STORY BRICK / EIFS CARD STRUCTURE W/ STEEL FRAME.			
Contractor's name, address & telephone: Parkard Development 1 Wells Ave, Newton, Mass			
Who should we contact when the permit is ready: HOWARD MINTZ			
Mailing address: SEE			
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: 617-965-1966 Ext. 304			



IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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: 2/17/05
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This is NOT a permit, you may not commence ANY work until the permit is issued.
If you are in a **Historic District** you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall



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

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

FROM: PORT CITY ARCHITECTURE

RE: Certificate of Design

DATE: 2/17/15

These plans and/ or specifications covering construction work on:

RETAIL 2, PINE TREE SHOPPING CENTER 1030 BRIGHTON AVE

Have been designed and drawn up by the undersigned, a Maine registered Architect /
Engineer according to the 2003 International Building Code 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: [Signature]

Title: PRINCIPAL

Firm: PORT CITY ARCHITECTURE

Address: 65 NEWBURY ST PORTLAND ME



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

ACCESSIBILITY CERTIFICATE

Designer: PORT CITY ARCHITECTURE

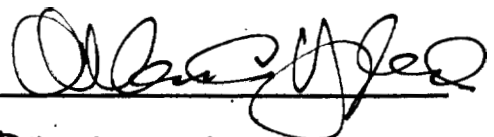
Address of Project: 1030 BRIGHTON AVE / RETAIL 2

Nature of Project: 10,000 SQ. FT. RETAIL STRUCTURE

SHELL ONLY INCLUDING STOREFRONT

ENTRY

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: 

Title: PRINCIPAL

Firm: PORT CITY ARCHITECTURE

Address: 605 NEWBURY ST

PORTLAND ME 04101

Phone: 207 761 9000

(SEAL)



NOTE. If this project is a new Multi Family Structure of 4 units or more, this project must also be designed in compliance with the Federal Fair Housing Act. On a separate submission, please explain in narrative form the method of compliance.

FROM DESIGNER: LECTER STRUCTURAL ENGINEERS
DATE: 17 Feb 2005
Job Name: Blue Tree Suburban Dr. Portland, ME
Address of Construction: Beligion Ave
RETAIN 3

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

Building Code and Year IBC 2003

Use Group Classification(s) _____

Type of Construction _____
Will the Structure have a fire suppression system in accordance with Section 903.3.1 of the 2003 IRC _____
Is the Structure mixed use? _____ If yes, separated or non separated (see Section 903.2)
Super story status system? _____ Geotechnical/soils report required? (see Section 1802.2)

STRUCTURAL DESIGN CALCULATIONS
Submitted for all structural members
(see 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 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Applicant: Pine Tree Shopping Center Date: 7/23/04

Address: 1030 Brighton Ave C-B-L: ~~B2 Zone~~

CHECK-LIST AGAINST ZONING ORDINANCE 263A-A-004

Date - Existing Development Bldg "A" #05-0193

Zone Location - B-2

Interior or corner lot - yes - R and Rd shows

Proposed Use/Work - to Tear Down old Ames? Rebuild with a New

Sevage Disposal - City Lowes And build 2 New "retail" use buildings Along Brighton Ave

Lot Street Frontage - 50' min - 1000' + shown

Front Yard - None except shall not exceed The Average depth on either side it Does Not - 10' scale

Rear Yard - 10' min - 35' to trash compactor - 41' to bldg door, Does Not About Res. zone use

Side Yard - None Req. ~ 43' to closest by bldg #2 Does Not About Res. zone use

Projections -

Width of Lot - None Req. (AND I think 22' high per submittals) None 1091,313 Height - 45' / 65' Allow over 5 acres (has 25+) - 873,050

Lot Area - 10,000 min - 1091,313 $\div 43560 = 25.053$ Acres pin assessor None Submitted 2/8, 263

Lot Coverage / Impervious Surface - 80% MAX of 873,050.4 \div my figures show showing Approx 223,350 \div MAX 223,350

Area per Family - N/A

of existing RE front yd park's Off-street Parking - None permitted in front yard (already developed)

ASKING to Reduce # of SPACES Loading Bays - 40,000 \rightarrow 100,000 = 2 bays } A 45' x 90' area is shown 5,000 \rightarrow 40,000 = 1 bay 14' x 50'

Site Plan - MAJOR #2004-0070

over 50,000 Shoreland Zoning/ Stream Protection - N/A

And can be determined Flood Plains - Panel 6 - Zone X

By The PB

Pg 3 of 13 dated 1415.01 pkg spces req. 6/21/04

Exhibit A

Design Professional in Responsible Charge: *Port City Architecture*

X Structural ☐ Mechanical/Electrical/Plumbing
X Architectural ☐ Other:

or per attached schedule.

STATE OF MAINE

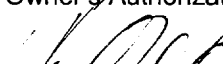
TODD
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NEAL

9406

REGISTERED
PROFESSIONAL ENGINEER

Design Professional Seal

Owner's Authorization:

 _____

Signature 2/7/05
Date

CASE Form 101 • Statement

Schedule of Inspection and Testing Agencies

Exhibit B

This Statement of Special Inspections / Quality Assurance Plan includes the following building systems:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Soils and Foundations | <input type="checkbox"/> Spray Fire Resistant Material |
| <input checked="" type="checkbox"/> Cast-in-Place Concrete | <input type="checkbox"/> Wood Construction |
| <input type="checkbox"/> Precast Concrete | <input checked="" type="checkbox"/> Exterior Insulation and Finish System |
| <input type="checkbox"/> Masonry | <input type="checkbox"/> Mechanical & Electrical Systems |
| <input checked="" type="checkbox"/> Structural Steel | <input type="checkbox"/> Architectural Systems |
| <input checked="" type="checkbox"/> Cold-Formed Steel Framing | <input type="checkbox"/> Special Cases |

Special Inspection Agencies	Firm	Address. Telephone. e-mail
1. Special Inspection Coordinator	<i>Becker Structural Engineers, Inc</i>	<i>75 York Street Portland, ME 04101 207-879-1838</i>
2. Inspector	<i>Todd M. Neal, P.E. Becker Structural Engineers, Inc (BSE)</i>	<i>75 York Street Portland, ME 04101 207-879-1838 todd@beckerstructural.com</i>
3. Inspector	<i>Adam White, EI Becker Structural Engineers, Inc (BSE)</i>	<i>75 York Street Portland, ME 04101 207-879-1838 adam@beckerstructural.com</i>
4. Testing Agency	<i>To Be Determined (TL)</i>	
5. Testing Agency		
6. Other	<i>John Charette Port City Architecture (PCA)</i>	<i>65 Newbury Street Portland, ME 04101 207-761-9000 john@portcityarch.com</i>

Note: The inspectors and testing agencies shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official, prior to commencing work.

Quality Assurance Plan

Exhibit B

Quality Assurance for Seismic Resistance

Seismic Design Category **B & C**

Quality Assurance Plan Required (Y/N) **yes**

Description of seismic force resisting system and designated seismic systems:

The seismic force resisting system consists of braced frames and moment frames.

All welds to be inspected as per AWS D1.1. All field welded moment connections shall be tested by Ultrasonic Inspection (ASTM E 164).

All bolted connections shall be inspected as per procedures outlined in AISC "Specification for Structural Joints Using ASTM A325 or 490 bolts".

Quality Assurance for Wind Requirements

Basic Wind Speed (3 second gust) **100**

Wind Exposure Category **C**

Quality Assurance Plan Required (Y/N) **No**

Description of wind force resisting system and designated wind resisting components:

Statement of Responsibility

Each contractor responsible for the construction or fabrication of a system or component designated above must submit a Statement of Responsibility.

Qualifications of Inspectors and Testing Technicians

Exhibit B

The qualifications of all personnel performing Special Inspection and testing activities are subject to the approval of the Building Official. The credentials of all Inspectors and testing technicians shall be provided if requested.

Key for Minimum Qualifications of Inspection Agents:

When the Registered Design Professional in Responsible Charge deems it appropriate that the individual performing a stipulated test or inspection have a specific certification or license as indicated below, such designation shall appear below the **Agency Number** on the Schedule.

PE/SE	Structural Engineer – a licensed SE or PE specializing in the design of building structures
PE/GE	Geotechnical Engineer – a licensed PE specializing in soil mechanics and foundations
EIT	Engineer-In-Training – a graduate engineer who has passed the Fundamentals of Engineering examination

American Concrete Institute (ACI) Certification

ACI-CFTT	Concrete Field Testing Technician – Grade 1
ACI-CCI	Concrete Construction Inspector
ACI-LTT	Laboratory Testing Technician – Grade 1&2
ACI-STT	Strength Testing Technician

American Welding Society (AWS) Certification

AWS-CWI	Certified Welding Inspector
AWS/AISC-SSI	Certified Structural Steel Inspector

American Society of Non-Destructive Testing (ASNT) Certification

ASNT	Non-Destructive Testing Technician – Level II or III.
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International Code Council (ICC) Certification

ICC-SMSI	Structural Masonry Special Inspector
ICC-SWSI	Structural Steel and Welding Special Inspector
ICC-SFSI	Spray-Applied Fireproofing Special Inspector
ICC-PCSI	Prestressed Concrete Special Inspector
ICC-RCSI	Reinforced Concrete Special Inspector

National Institute for Certification in Engineering Technologies (NICET)

NICET-CT	Concrete Technician – Levels I, II, III & IV
NICET-ST	Soils Technician - Levels I, II, III & IV
NICET-GET	Geotechnical Engineering Technician - Levels I, II, III & IV

Exterior Design Institute (EDI) Certification

EDI-EIFS	EIFS Third Party Inspector
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Other

Item	Agency # (Qualif.)	Scope
1. Shallow Foundations	<i>TL</i>	<i>Inspect soils below footings for adequate bearing capacity and consistency with geotechnical report.</i>
	<i>TL</i>	<i>Inspect removal of unsuitable material and preparation of subgrade prior to placement of controlled fill</i>
	<i>PE/GE</i>	
2. Controlled Structural Fill	<i>TL</i>	<i>Perform sieve tests (ASTM0422 & 01140) and modified Proctor tests (ASTM01557) of each source of fill material.</i>
	<i>TL</i>	<i>inspect placement, lift thickness and compaction of controlled fill.</i>
	<i>TL</i>	<i>Test density of each lift of fill by nuclear methods (ASTM02922)</i>
	<i>TL</i>	<i>Verify extent and slope of fill placement.</i>
	<i>PE/GE</i>	

Comments:

Item	Agency # (Qualif.)	Scope
1. Mix Design	BSE/ TL <i>ACI-CCI ICC-RCSI</i>	<i>Review concrete batch tickets and verify compliance with approved mix design. Verify that water added at the site does not exceed that allowed by the mix design.</i>
2. Material Certification	BSE	<i>Submitted for review with Mix Design</i>
3. Reinforcement Installation	BSE	<i>Inspect size, spacing, cover, positioning and grade of reinforcing steel. Verify that reinforcing bars are free of form oil or other deleterious materials. Inspect bar laps and mechanical splices. Verify that bars are adequately tied and supported on chairs or bolsters</i>
6. Anchor Rods	BSE	<i>Inspect size, positioning and embedment of anchor rods. Inspect concrete placement and consolidation around anchors.</i>
7. Concrete Placement	BSE/ TL <i>ACI-CCI ICC-RCSI</i>	<i>Inspect placement of concrete. Verify that concrete conveyance and depositing avoids segregation or contamination. Verify that concrete is properly consolidated.</i>
8. Sampling and Testing of Concrete	TL <i>ACI-CFTT ACI-STT</i>	<i>Test concrete compressive strength (ASTM C31 & C39), slump (ASTM C143), air-content (ASTM C231 or C173) and temperature (ASTM C1064).</i>
9. Curing and Protection	BSE/ TL <i>ACI-CCI ICC-RCSI</i>	<i>Inspect curing, cold weather protection and hot weather protection procedures.</i>

Comments:

Item	Agency # (Qualif.)	scope
1. Fabricator Certification/ Quality Control Procedures <input type="checkbox"/> Fabricator Exempt	BSE	<i>Review shop fabrication and quality control procedures.</i>
2. Material Certification	BSE	<i>Review certified mill test reports and identification markings on wide-flange shapes, high-strength bolts, nuts and welding Electrodes</i>
3. Open Web Steel Joists	BSE/ TL	<i>Inspect installation, field welding and bridging of joists.</i>
4. Bolting	BSE/ TL <i>AWS/AISC- SSI ICC-SWSI</i>	<i>Inspect installation and tightening of high-strength bolts. Verify that splines have separated from tension control bolts. Verify proper tightening sequence. Continuous inspection of bolts in slip-critical connections.</i>
5. Welding	TL <i>AWS-CWI ASNT</i>	<i>Visually inspect all welds. Inspect pre-heat, post-heat and surface preparation between passes. Verify size and length of fillet welds. Ultrasonic testing of all full-penetration welds.</i>
6. Shear Connectors	BSE/ TL <i>AWS/AISC- SSI ICC-SWSI</i>	<i>Inspect size, number, positioning and welding of shear connectors. Inspect studs for full 360 degree flash. Ring test all shear connectors with a 3 lb hammer. Bend test all questionable studs to 15 degrees.</i>
7. Structural Details	BSE PE/SE	<i>Inspect steel frame for compliance with structural drawings, including bracing, member configuration and connection details.</i>
8. Metal Deck	BSE/ TL <i>AWS-CWI</i>	<i>Inspect welding and side-lap fastening of metal roof and floor deck.</i>

Comments:

Cold-Formed Steel Framing *Exhibit B*

Page 7 of 7

Item	Agency # (Qualif.)	Scope
1. Member Sizes	<i>BSE</i>	<i>Field verify sampling of material.</i>
2. Material Thickness	<i>BSE</i>	<i>Field verify sampling of material.</i>
3. Material Properties	<i>BSE</i>	<i>Field verify sampling of material.</i>
4. Mechanical Connections	<i>BSE</i>	<i>Field verify sampling of material.</i>
5. Welding	<i>BSE/TL</i>	<i>Field verify sampling of material.</i>
6. Framing Details	<i>BSE</i>	<i>Field verify sampling of material.</i>
7. Trusses	<i>BSE</i>	<i>Field verify details conform to design</i>
8. Permanent Truss Bracing	<i>BSE</i>	<i>Field verify braces are installed as per design</i>

Comments:

Final Report of Special Inspections

Exhibit C

Project: *Pine Tree Shopping Center Retail Redevelopment*
Location: *Portland, Maine*
Owner: *Packard Development*
Owner's Address: *One Wells Avenue*
Newton, Massachusetts 02459
Architect of Record: *Port City Architecture*
Structural Engineer of Record: *Becker Structural Engineers, Inc*

To the best of my information, knowledge and belief, the Special Inspections required for this project, and itemized in the Statement of Special Inspections submitted for permit, have been performed and all discovered discrepancies have been reported and resolved other than the following:

Comments:

(Attach continuation sheets if required to complete the description of corrections.)

Interim reports submitted prior to this final report form a basis for and are to be considered an integral part of this final report.

Respectfully submitted,
Special Inspector

Becker Structural Engineers, Inc

Todd M. Neal, P.E.

(Type or print name)

Signature

Date

Licensed Professional Seal

Final Report of Special Inspections

Exhibit C

Agent's Final Report

Project: *Pine Tree Shopping Center Retail Redevelopment*

Agent:

Special Inspector: *Todd M. Neal, P.E., Becker Structural Engineers, Inc*

To the best of my information, knowledge and belief, the Special Inspections or testing required for this project, and designated for this Agent in the *Statement of Special Inspections* submitted for permit, have been performed and all discovered discrepancies have been reported and resolved other than the following:

Comments:

(Attach continuation sheets if required to complete the description of corrections.)

Interim reports submitted prior to this final report form a basis for and are to be considered an integral part of this final report.

Respectfully submitted,
Agent of the Special Inspector

(Type or print name)

Signature

Date

Licensed Professional Seal or
Certification

EXHIBIT D— Terms and Conditions

This is an exhibit attached to and made part of the agreement dated February 17, 2005 between
Becker Structural Engineers, Inc and Packard Development.
(Special Inspector) (Owner)

Section 1 - General

1.1 This Agreement

- 1.1.1 These Terms and Conditions, along with the Letter Agreement, and Exhibits A, B, and C, form the Agreement as if they were part of one and the same document. Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of the Special Inspector (SI).
- 1.1.2 The Letter Agreement and Exhibits A, B, and C may limit or negate the applicability of portions of these Terms and Conditions. Such limitation shall take precedence over provisions of these Exhibits.

1.2 General obligations of the Special Inspector and the Owner:

- 1.2.1 Becker Structural Engineers, Inc. hereinafter referred to as the Special Inspector (SI), shall provide Special Inspection Services related to the project as summarized in Exhibits A, B, and C, and as further detailed in these Terms and Conditions.
- 1.2.2 The Owner shall provide to the SI a complete set of Contract Documents, sealed by the Design Professional and approved by the Building Official.
- 1.2.3 The Owner shall direct the Contractor to notify the SI of the Contractor's progress so the **SI** will have at least **24** hours notice prior to performance of work that will require inspection or testing.
- 1.2.4 The Owner shall designate a person to act with authority on his or her behalf in all aspects of the project.
- 1.2.5 The SI shall designate a person or persons to act with authority on his or her behalf with respect to all aspects of the project,
- 1.2.6 The SI or his or her designee shall notify the Contractor of his or her presence and responsibilities at the job site.
- 1.2.7 The **SI** shall submit interim reports as may be required by the Building Official.
- 1.2.8 The SI shall submit to the Building Official the final report of the SI before issuance of the Certificate of Occupancy.

1.3 Definitions

- 1.3.1 **Special Inspection Program** is the mandatory quality assurance requirements for structural elements.
- 1.3.2 **Special Inspector (SI)** is the Owner's agent that implements the Special Inspection Program for the project.
- 1.3.3 **Statement of Special Inspections** is the document filed with and approved by the Building Official that lists the materials and work requiring special inspection as stated in Exhibits A, B, and C. This document shall include the inspections to be performed, and the individuals, agencies and/or firms to be retained for conducting such inspections.
- 1.3.4 **Testing Laboratory** is an agency or firm qualified to inspect structural elements and perform field and laboratory test to determine the characteristics and quality of building materials and workmanship.

1.3.5 Contract Documents are the Engineering and Architectural Drawings and Specifications issued for construction purposes, plus the Clarification Drawings, Addenda and Change Orders issued and acknowledged, including Contractors designed elements.

1.3.6 Inspect and Inspection are visual observation of materials, equipment, or construction work, on an intermittent basis, and as defined in Exhibits A, B, and C, to determine that the work is in substantial conformance with the requirements of the Contract Documents.

Section 2 - Services

2.1.1 Services include implementation of the Special Inspection Program as designated in the Summary of Special Inspections for the Project and further detailed below. Some inspection and testing duties are to be performed by Testing Laboratories retained by either the Owner or the SI, as agreed.

2.1.2 Unless otherwise stated in the Agreement, the SI will provide only the following Services, as applicable to the Project.

2.1.3 Administrative Services:

- The SI shall keep records of all inspections related to Exhibit B.
- The SI shall review inspection and materials testing reports and will bring discrepancies to the attention of the Contractor.
- The SI shall distribute reports to the Building Official, the Architect, SER, Contractor, and the Owner. Reports will be submitted monthly unless more frequent submissions are requested by the Building Official.

2.1.4 In-Plant Review:

- The SI shall review the Fabricator's facility to verify that the Fabricator maintains detailed fabrication and quality control procedures which provide a basis for inspection control of workmanship and the Fabricator's ability to conform to approved drawings, project specifications and referenced standards. The SI shall review the procedures for completeness and adequacy relative to the Building Code requirement for the Fabricator's scope of work.
- The SI shall not be responsible for the means, methods, techniques, sequences, or procedures selected by the Fabricator or safety precautions and program incident to the work of the Fabricator. The **SI's** efforts will be directed toward providing a greater degree of confidence for the Owner and the Building Official that the completed work of the Fabricator will conform to the Contract Documents. The SI shall not be responsible for the failure of the Fabricator to perform the work in accordance with the Contract Documents.

2.1.5 Certificate of Compliance Review:

- Certificates of Compliance shall be reviewed for conformance with the standards specified in the Contract Documents. Discrepancies will be brought to the attention of the Contractor.

2.1.6 Field Review:

- The SI shall make site visits to inspect work designated to be reviewed by the SI in the Statement of Special Inspections for the Project.
- The SI shall prepare a report following each site visit.
- The SI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or safety precautions and programs incident to the work of the Contractor. The **SI's** efforts will be directed toward providing a greater degree of confidence for the Owner and the Building Official that the completed work of the Contractor will conform to the Contract Documents. The SI shall not be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

2.1.7 Material Testing and Inspection:

- The SI shall review reports from Testing Laboratories to determine if the testing laboratory has verified conformance of the reported item of work with the Contract Documents.
- The SI shall initiate appropriate action in response to those reports, if required.

Section 3 - Fees and Payments

3.1 Fees and Other Compensation

3.1.1 Fees and Compensation for Reimbursable Expenses are set forth in the letter Agreement.

3.2 Payments on Account

3.2.1 Invoices for the SI's services shall be submitted, at the SI's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.

3.2.2 Retainers, if applicable, shall be credited to the final invoice(s).

3.2.3 Any inquiry or questions concerning the substance or content of an invoice shall be made to the SI in writing within 10 days of receipt of the invoice. A failure to notify the SI within this period shall constitute an acknowledgement that the service has been provided and that the invoice is correct.

3.3 Late Payments

3.3.1 A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees.

3.3.2 In the event that any portion of an account remains unpaid 30 days after billing, the SI may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, suspend or terminate the performance of all services.

Section 4 - Insurance, Indemnifications and Risk Allocation

4.1 Insurance

4.1.1 The SI shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect the SI from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the SI's services under this Agreement, and from claims under the Workers' Compensation acts. The SI shall, if requested in writing, issue a certificate confirming such insurance to the Owner.

4.1.2 The Owner shall verify that the Contractor maintains insurance that will adequately protect the Contractor from claims.

4.2 Indemnifications

4.2.1 The Owner shall indemnify and hold harmless the SI and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense are caused in whole or in part by the negligent act or omission and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except the SI) or anyone for whose acts any of them may be liable.

- 4.2.2 The Owner shall indemnify and hold harmless the SI and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at the site.

4.3 Risk Allocation

- 4.3.1 In recognition of the relative risks, rewards and benefits of the Project to both the Owner and the SI, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the SI's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause Or causes, shall not exceed the amount of \$50,000, the amount of SI's fee (whichever is greater). In the event the Client does not wish to limit BSE's liability for this work, or subsequent work done under this project number, to the greater of \$50,000 or BSE's fee, BSE may agree to a higher limitation of liability if parties mutually agree in writing to an increase in BSE's fee because of the higher risk BSE may assume. Such causes include, but are not limited to, the SI's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Section 5 - Miscellaneous Provisions

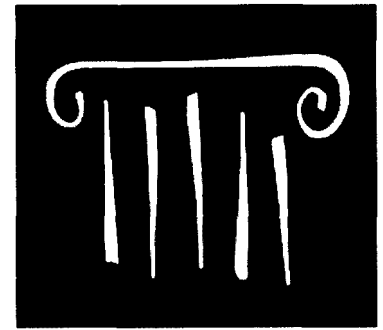
5.1 Termination, Successors and Assigns

- 5.1.1 This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the ~~SI~~ for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- 5.1.2 The Owner and the SI each binds himself or herself, partners, successors, executors, administrators, assigns and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.
- 5.1.3 Neither the Owner nor the SI shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the SI from employing such independent consultants, associates and subcontractors as he or she may deem appropriate to assist in the performance of services hereunder.
- 5.1.4 The SI and Owner agree that the services performed by the SI pursuant to this Agreement are solely for the benefit of the Owner and are not intended by either the Si or the Owner to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by the SI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this contract.

5.2 Disputes Resolution

- 5.2.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

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**PORT ■ CITY
ARCHITECTURE**

To:

Mike Nugent

Portland City Hall
389 Congress Street
Portland, Maine 04101

DATE: 4/8/05

VIA:

- FAX
- UPS / FEDEX
- USPS
- X *HAND
- E-MAIL
- COURIER

Project: 04228 Pine Tree Shopping Center Redevelopment

NUMBER OF PAGES

COPIES	DATE	DESCRIPTION	ACTION
1		REVISED RETAIL 2 & 3 PLANS & ELEVATIONS AS APPROVED BY PLANNING STAFF 4/8/05, INCLUDES DRAWINGS A1.1, A1.2, A3.1 & A3.2.	FOR PERMIT SUBMISSION

COMMENTS:

Please include the following drawings in place of current drawings included in the submission of drawings for the construction permit.

Thank you,

John Charette

PORT CITY ARCHITECTURE

65 Newbury Street, Portland, ME 04101-4218 • 207.761.9000 • Fax 207.761.2010 • john@portcityarch.com