

Location of Construction: 102 Bishop St	Owner: Deering Masonic Lodge #183	Phone:
Owner Address: 102 Bishop St Ptd 04101	Lessee/Buyer's Name:	Business Name:
Contractor Name: Bahlgrun Const. Inc.	Address: 412 Route 1 Yarmouth 0	Phone: 846-3505
Past Use: Lodge	Proposed Use: Same	PERMIT FEE: \$ 1074.00
		INSPECTION: Use Group: <i>AB</i> Type: <i>2</i> <i>DEC 29 1998</i>
		Signature: <i>[Signature]</i>
Proposed Project Description: Construct Building Addition and expand parking lot		Signature: <i>[Signature]</i>
		Signature: <i>[Signature]</i>
Permit Taken By: <i>SP</i>	Date Applied For: <i>September 13, 1999</i>	

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..

Bob Libby 874-7441
John Caldwell 797-7816

Planning Board
Call for pickup 879-4533
PERMIT ISSUED WITH REQUIREMENTS

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 provisions of the code(s) applicable to such permit

SIGNATURE OF APPLICANT _____ DATE: *September 13, 1999*
 ADDRESS: _____ PHONE: _____
 RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE _____ PHONE: _____

Permit No: **991051**
 Permit Issued: **SEP 27 1999**
 Zone: **CBL** 293-C-001

- Zoning Approval: *08-29-97-19*
Special Zone or Reviews:
 Shoreland
 Wetland
 Flood Zone
 Subdivision
 Site Plan maj minor mm

- Zoning Appeal**
 Variance
 Miscellaneous
 Conditional Use *R-3*
 Interpretation *7000*
 Approved *677*
 Denied

- Historic Preservation**
 Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:
 Approved
 Approved with Conditions
 Denied
 Date: _____

CEO DISTRICT

COMMENTS

10/8/94 New w/ Contractor on site. *Alone*

10/19 On-Site w/ Mark Donovan \$ B. M. les (Keller Wells) improved
Plumbing, Property boundaries, best practice & soil conditions all
OK next call back for rebar *(DC)*

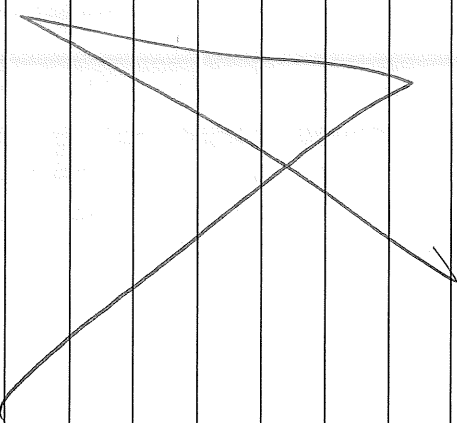
10/22 Concrete Rebar OK DC

10/27/94 OK to Back Fill, *Alone*

1/4/00 Close In OK *(DC)*

3/1/00 Pre-punch list inspection, OK/DC

6/19/2000 *COB, Alone*



Type Inspection Record

Date

- Foundation: _____
- Framing: _____
- Plumbing: _____
- Final: _____
- Other: _____



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 102 Bishop Street CBL: 293-C-001

Issued to Deering Masonic Lodge# 183

Date of Issue October 18, 2000

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 991051, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Entire

APPROVED OCCUPANCY

Lodge
Use Group A3
Type 2C
Boca 1996

Limiting Conditions:

This certificate supersedes
certificate issued

Approved:

10/18/00
10/18/00
(Date)

Inspector

Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

Standard Form of Agreement Between Owner and Design/Builder

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS USE, COMPLETION OR MODIFICATION.

This document comprises ~~two separate Agreements: Part 1 Agreement and~~ Part 2 Agreement. To the extent referenced in these Agreements, subordinate parallel agreements to A191 consist of AIA Document A491, Standard Form of Agreements Between Design/Builder and Contractor, and AIA Document B901, Standard Form of Agreements Between Design/Builder and Architect.

PART 2 AGREEMENT

1996 EDITION

AGREEMENT

made as of the Fifteenth day of April in the year of 1999.
(In words, indicate day, month and year.)

BETWEEN the Owner: ~~Newton~~ Deering Masonic Lodge #183
(Name and address)
102 Bishop Street
Portland, Maine

and the Design/Builder: Dahlgren Construction, Inc.
(Name and address)
412 U.S. Route One
Yarmouth, Maine 04096

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For the following Project:

(Include Project name, location and a summary description.)

~~North~~ Deering Masonic Lodge #183
102 Bishop Street
Portland, Maine

A 60 x 70 x 15 Eave Pre-engineered steel addition
to existing Lodge building.

The architectural services described in Article 3 will be provided by the following person or entity who is lawfully licensed
to practice architecture:

(Name and address)

(Registration Number)

(Relationship to Design/Builder)

William E Whited
(Review and Stamp for ADA & 101)

1283

Architect

Normal structural, mechanical and electrical engineering services will be provided contractually through the Architect
except as indicated below:

(Name, address and discipline)

(Registration Number)

(Relationship to Design/Builder)

Alexander Hutcheon - Beef up design on existing building.

Steven Grant - Sebago Tech - Stamp for Foundation design.

Kelley Mechanicals - HVAC

The Owner and the Design/Builder agree as set forth below.

TERMS AND CONDITIONS—PART 2 AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 The Contract Documents consist of ~~the Part 1 Agreement to the extent not modified by this Part 2 Agreement~~, this Part 2 Agreement, the Design/Builder's Proposal and written addenda to the Proposal identified in Article 14, the Construction Documents approved by the Owner in accordance with Subparagraph 3.2.3 and Modifications issued after execution of this Part 2 Agreement. A Modification is a Change Order or a written amendment to this Part 2 Agreement signed by both parties, or a Construction Change Directive issued by the Owner in accordance with Paragraph 8.3.

1.1.2 The term "Work" means the construction and services provided by the Design/Builder to fulfill the Design/Builder's obligations.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 It is the intent of the Owner and the Design/Builder that the Contract Documents include all items necessary for proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all: performance by the Design/Builder shall be required only to the extent consistent with and reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.2 If the Design/Builder believes or is advised by the Architect or by another design professional retained to provide services on the Project that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design/Builder shall notify the Owner in writing. Neither the Design/Builder nor the Architect shall be obligated to perform any act which either believes will violate any applicable law.

1.2.3 Nothing contained in this Part 2 Agreement shall create a contractual relationship between the Owner and any person or entity other than the Design/Builder.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 Drawings, specifications, and other documents and electronic data furnished by the Design/Builder are instruments of service. The Design/Builder's Architect and other providers of professional services shall retain all common law, statutory and other reserved rights, including copyright in those instruments of service furnished by them. Drawings, specifications, and other documents and electronic data are furnished for use solely with respect to this Part 2 Agreement. The Owner shall be permitted to retain copies, including reproducible copies, of the drawings, specifications, and other documents and electronic data furnished by the

Design/Builder for information and reference in connection with the Project except as provided in Subparagraphs 1.3.2 and 1.3.3.

1.3.2 Drawings, specifications, and other documents and electronic data furnished by the Design/Builder shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to the Design/Builder, unless the Design/Builder is adjudged to be in default under this Part 2 Agreement or under any other subsequently executed agreement.

1.3.3 If the Design/Builder defaults in the Design/Builder's obligations to the Owner, the Architect shall grant a license to the Owner to use the drawings, specifications, and other documents and electronic data furnished by the Architect to the Design/Builder for the completion of the Project, conditioned upon the Owner's execution of an agreement to cure the Design/Builder's default in payment to the Architect for services previously performed and to indemnify the Architect with regard to claims arising from such reuse without the Architect's professional involvement.

1.3.4 Submission or distribution of the Design/Builder's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Subparagraph 1.3.1.

ARTICLE 2 OWNER

2.1 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine documents submitted by the Design/Builder and shall render decisions in a timely manner and in accordance with the schedule accepted by the Owner. The Owner may obtain independent review of the Contract Documents by a separate architect, engineer, contractor or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Work.

2.2 The Owner may appoint an on-site project representative to observe the Work and to have such other responsibilities as the Owner and the Design/Builder agree in writing.

2.3 The Owner shall cooperate with the Design/Builder in securing building and other permits, licenses and inspections. The Owner shall not be required to pay the fees for such permits, licenses and inspections unless the cost of such fees is excluded from the Design/Builder's Proposal.

2.4 The Owner shall furnish services of land surveyors,

geotechnical engineers and other consultants for subsoil, air and water conditions, in addition to those provided under the Part 1 Agreement, when such services are deemed necessary by the Design/Builder to properly carry out the design services required by this Part 2 Agreement.

2.5 The Owner shall disclose, to the extent known to the Owner, the results and reports of prior tests, inspections or investigations conducted for the Project involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Owner shall disclose all information known to the Owner regarding the presence of pollutants at the Project's site.

2.6 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Design/Builder's Applications for Payment.

2.7 Those services, information, surveys and reports required by Paragraphs 2.4 through 2.6 which are within the Owner's control shall be furnished at the Owner's expense, and the Design/Builder shall be entitled to rely upon the accuracy and completeness thereof, except to the extent the Owner advises the Design/Builder to the contrary in writing.

2.8 If the Owner requires the Design/Builder to maintain any special insurance coverage, policy, amendment, or rider, the Owner shall pay the additional cost thereof, except as otherwise stipulated in this Part 2 Agreement.

2.9 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the Design/Builder's Proposal or the Construction Documents, the Owner shall give prompt written notice thereof to the Design/Builder.

2.10 The Owner shall, at the request of the Design/Builder, prior to execution of this Part 2 Agreement and promptly upon request thereafter, furnish to the Design/Builder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract.

2.11 The Owner shall communicate with persons or entities employed or retained by the Design/Builder through the Design/Builder, unless otherwise directed by the Design/Builder.

ARTICLE 3

DESIGN/BUILDER

3.1 SERVICES AND RESPONSIBILITIES

3.1.1 Design services required by this Part 2 Agreement shall be performed by qualified architects and other design professionals. The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design/Builder.

3.1.2 The agreements between the Design/Builder and

the persons or entities identified in this Part 2 Agreement, and any subsequent modifications, shall be in writing. These agreements, including financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner upon request.

3.1.3 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees, subcontractors and their agents and employees, and other persons, including the Architect and other design professionals, performing any portion of the Design/Builder's obligations under this Part 2 Agreement.

3.2 BASIC SERVICES

3.2.1 The Design/Builder's Basic Services are described below and in Article 14.

3.2.2 The Design/Builder shall designate a representative authorized to act on the Design/Builder's behalf with respect to the Project.

3.2.3 The Design/Builder shall submit Construction Documents for review and approval by the Owner. Construction Documents may include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:

- .1 be consistent with the intent of the Design/Builder's Proposal;
- .2 provide information for the use of those in the building trades; and
- .3 include documents customarily required for regulatory agency approvals.

3.2.4 The Design/Builder, with the assistance of the Owner, shall file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project unless otherwise provided for in contract documents.

3.2.5 Unless otherwise provided in the Contract Documents, the Design/Builder shall provide or cause to be provided and shall pay for design services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.2.6 The Design/Builder shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under this Part 2 Agreement.

3.2.7 The Design/Builder shall keep the Owner informed of the progress and quality of the Work.

3.2.8 The Design/Builder shall be responsible for correcting Work which does not conform to the Contract Documents.

3.2.9 The Design/Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the construction will be free from faults and defects, and that the construction will conform with the requirements of the

Contract Documents. Construction not conforming to these requirements, including substitutions not properly approved by the Owner, shall be corrected in accordance with Article 9.

3.2.10 The Design/Builder shall pay all sales, consumer, use and similar taxes which had been legally enacted at the time the Design/Builder's Proposal was first submitted to the Owner, and shall secure and pay for building and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are either customarily secured after execution of a contract for construction or are legally required at the time the Design/Builder's Proposal was first submitted to the Owner. ~~unless otherwise provided for in Contract Documents.~~

3.2.11 The Design/Builder shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.

3.2.12 The Design/Builder shall pay royalties and license fees for patented designs, processes or products. The Design/Builder shall defend suits or claims for infringement of patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer is required by the Owner. However, if the Design/Builder has reason to believe the use of a required design, process or product is an infringement of a patent, the Design/Builder shall be responsible for such loss unless such information is promptly furnished to the Owner.

3.2.13 The Design/Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Part 2 Agreement. At the completion of the Work, the Design/Builder shall remove from the site waste materials, rubbish, the Design/Builder's tools, construction equipment, machinery, and surplus materials.

3.2.14 The Design/Builder shall notify the Owner when the Design/Builder believes that the Work or an agreed upon portion thereof is substantially completed. If the Owner concurs, the Design/Builder shall issue a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance, shall include a list of items to be completed or corrected and shall fix the time within which the Design/Builder shall complete items listed therein. Disputes between the Owner and Design/Builder regarding the Certificate of Substantial Completion shall be resolved in accordance with provisions of Article 10.

3.2.15 The Design/Builder shall maintain at the site for the Owner one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other modifications, in good order and regularly updated to record the completed construction. These shall be delivered to the Owner upon completion of construction ~~and prior to final payment, if requested~~

3.3 ADDITIONAL SERVICES

3.3.1 The services described in this Paragraph 3.3 are

not included in Basic Services unless so identified in Article 14, and they shall be paid for by the Owner as provided in this Part 2 Agreement, in addition to the compensation for Basic Services. The services described in this Paragraph 3.3 shall be provided only if authorized or confirmed in writing by the Owner.

3.3.2 Making revisions in drawings, specifications, and other documents or electronic data when such revisions are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or electronic data.

3.3.3 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.4 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding, except where the Design/Builder is a party thereto.

3.3.5 Providing coordination of construction performed by the Owner's own forces or separate contractors employed by the Owner, and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.3.6 Preparing a set of reproducible record documents or electronic data showing significant changes in the Work made during construction.

3.3.7 Providing assistance in the utilization of equipment or systems such as preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

ARTICLE 4

TIME

4.1 Unless otherwise indicated, the Owner and the Design/Builder shall perform their respective obligations as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project.

4.2 Time limits stated in the Contract Documents are of the essence. The Work to be performed under this Part 2 Agreement shall commence upon receipt of a notice to proceed unless otherwise agreed and, subject to authorized Modifications, Substantial Completion shall be achieved on or before the date established in Article 14.

4.3 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

~~4.4 Based on the Design/Builder's Proposal, a construction schedule shall be provided consistent with Paragraph 4.2 above.~~

4.5 If the Design/Builder is delayed at any time in the progress of the Work by an act or neglect of the Owner, Owner's employees, or separate contractors employed by the Owner, or by changes ordered in the Work, or by

labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond the Design/Builder's control, or by delay authorized by the Owner pending arbitration, or by other causes which the Owner and Design/Builder agree may justify delay, then the Contract Time shall be reasonably extended by Change Order.

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 The Design/Builder shall deliver to the Owner itemized Applications for Payment in such detail as indicated in Article 14.

5.1.2 Within ten (10) days of the Owner's receipt of a properly submitted and correct Application for Payment, the Owner shall make payment to the Design/Builder.

5.1.3 The Application for Payment shall constitute a representation by the Design/Builder to the Owner that the design and construction have progressed to the point indicated, the quality of the Work covered by the application is in accordance with the Contract Documents, and the Design/Builder is entitled to payment in the amount requested.

5.1.4 Upon receipt of payment from the Owner, the Design/Builder shall promptly pay the Architect, other design professionals and each contractor the amount to which each is entitled in accordance with the terms of their respective contracts.

5.1.5 The Owner shall have no obligation under this Part 2 Agreement to pay or to be responsible in any way for payment to the Architect, another design professional or a contractor performing portions of the Work, unless defined as Owner's responsibility.

5.1.6 Neither progress payment nor partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

5.1.7 The Design/Builder warrants that title to all construction covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design/Builder further warrants that upon submittal of an Application for Payment all construction for which payments have been received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Design/Builder or any other person or entity performing construction at the site or furnishing materials or equipment relating to the construction.

5.1.8 At the time of Substantial Completion, the Owner shall pay the Design/Builder the retainage, if any, less the reasonable cost to correct or complete incorrect or incomplete Work. Final payment of such withheld sum shall be made upon correction or completion of such Work.

5.2 FINAL PAYMENT

5.2.1 Neither final payment nor amounts retained, if any,

shall become due until the Design/Builder submits to the Owner: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or Owner's property might be responsible or encumbered (less amounts withheld by the Owner) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner; (3) a written statement that the Design/Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a contractor or other person or entity entitled to assert a lien against the Owner's property refuses to furnish a release or waiver required by the Owner, the Design/Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Design/Builder shall indemnify the Owner for all loss and cost, including reasonable attorneys' fees incurred as a result of such lien.

5.2.2 When the Work has been completed and the contract fully performed, the Design/Builder shall submit a final application for payment to the Owner, who shall make final payment within 30 days of receipt.

5.2.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

5.2.4 Acceptance of final payment shall constitute a waiver of all claims by the Design/Builder except those previously made in writing and identified by the Design/Builder as unsettled at the time of final Application for Payment.

5.3 INTEREST PAYMENTS

5.3.1 Payments due the Design/Builder under this Part 2 Agreement which are not paid when due shall bear interest from the date due at the rate specified in Article 13, or in the absence of a specified rate, at the legal rate prevailing where the Project is located.

ARTICLE 6

PROTECTION OF PERSONS AND PROPERTY

6.1 The Design/Builder shall be responsible for initiating, maintaining and providing supervision of all safety precautions and programs in connection with the performance of this Part 2 Agreement.

6.2 The Design/Builder shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design/Builder or the Design/Builder's contractors; and (3) other property at or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.3 The Design/Builder shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

6.4 The Design/Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance provided or required by the Contract Documents) to property at the site caused in whole or in part by the Design/Builder, a contractor of the Design/Builder or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

ARTICLE 7

INSURANCE AND BONDS

7.1 DESIGN/BUILDER'S LIABILITY INSURANCE

7.1.1 The Design/Builder shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, such insurance as will protect the Design/Builder from claims set forth below which may arise out of or result from operations under this Part 2 Agreement by the Design/Builder or by a contractor of the Design/Builder, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' compensation, disability benefit and other similar employee benefit laws that are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Design/Builder's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of persons other than the Design/Builder's employees;
- .4 claims for damages covered by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Design/Builder or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out

of ownership, maintenance or use of a motor vehicle; and

- .7 claims involving contractual liability insurance applicable to the Design/Builder's obligations under Paragraph 11.5.

7.1.2 The insurance required by Subparagraph 7.1.1 shall be written for not less than limits of liability specified in this Part 2 Agreement or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

7.1.3 Certificates of insurance acceptable to the Owner shall be delivered to the Owner immediately after execution of this Part 2 Agreement. These certificates and the insurance policies required by this Paragraph 7.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the application for final payment. Information concerning reduction of coverage shall be furnished by the Design/Builder with reasonable promptness in accordance with the Design/Builder's information and belief.

7.2 OWNER'S LIABILITY INSURANCE

7.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under this Part 2 Agreement. The Design/Builder shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

7.3 PROPERTY INSURANCE

7.3.1 Unless otherwise provided under this Part 2 Agreement, the Owner shall purchase and maintain, in a company or companies authorized to do business in the jurisdiction in which the principal improvements are to be located, property insurance upon the Work to the full insurable value thereof on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 7.3 to be insured, whichever is earlier. This insurance shall include interests of the Owner, the Design/Builder, and their respective contractors and subcontractors in the Work. The Contractor shall be named as additional insured.

7.3.2 Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and

debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the services and expenses of the Design/Builder's Architect and other professionals required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

7.3.3 If the Owner does not intend to purchase such property insurance required by this Part 2 Agreement and with all of the coverages in the amount described above, the Owner shall so inform the Design/Builder prior to commencement of the construction. The Design/Builder may then effect insurance which will protect the interests of the Design/Builder and the Design/Builder's contractors in the construction, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Design/Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, then the Owner shall bear all reasonable costs properly attributable thereto.

7.3.4 Unless otherwise provided, the Owner shall purchase and maintain such boiler and machinery insurance required by this Part 2 Agreement or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner. This insurance shall include interests of the Owner, the Design/Builder, the Design/Builder's contractors and subcontractors in the Work, and the Design/Builder's Architect and other design professionals. The Owner and the Design/Builder shall be named insureds.

7.3.5 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 7.3.10. The Design/Builder shall pay contractors their shares of insurance proceeds received by the Design/Builder, and by appropriate agreement, written where legally required for validity, shall require contractors to make payments to their subcontractors in similar manner.

7.3.6 Before an exposure to loss may occur, the Owner shall file with the Design/Builder a copy of each policy that includes insurance coverages required by this Paragraph 7.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Design/Builder.

7.3.7 If the Design/Builder requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, obtain such insurance, and the cost thereof shall be charged to the Design/Builder by appropriate Change Order.

7.3.8 The Owner and the Design/Builder waive all rights against each other and the Architect and other design

professionals, contractors, subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Paragraph 7.3 or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as trustee. The Owner or Design/Builder, as appropriate, shall require from contractors and subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated in this Paragraph 7.3. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

7.3.9 If required in writing by a party in interest, the Owner as trustee shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Article 10. If after such loss no other special agreement is made, replacement of damaged Work shall be covered by appropriate Change Order.

7.3.10 The Owner as trustee shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing, within five (5) days after occurrence of loss to the Owner's exercise of this power; if such objection be made, the parties shall enter into dispute resolution under procedures provided in Article 10. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

7.3.11 Partial occupancy or use prior to Substantial Completion shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design/Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall not, without mutual written consent, take any action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of coverage.

7.4 LOSS OF USE INSURANCE

7.4.1 The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design/Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused.

ARTICLE 8
CHANGES IN THE WORK

8.1 CHANGES

8.1.1 Changes in the Work may be accomplished after execution of this Part 2 Agreement, without invalidating this Part 2 Agreement, by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in the Contract Documents.

8.1.2 A Change Order shall be based upon agreement between the Owner and the Design/Builder; a Construction Change Directive may be issued by the Owner without the agreement of the Design/Builder; an order for a minor change in the Work may be issued by the Design/Builder alone.

8.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Design/Builder shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

8.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or the Design/Builder, the applicable unit prices shall be equitably adjusted.

8.2 CHANGE ORDERS

8.2.1 A Change Order is a written instrument prepared by the Design/Builder and signed by the Owner and the Design/Builder, stating their agreement upon all of the following:

- .1 a change in the Work;
- .2 the amount of the adjustment, if any, in the Contract Sum; and
- .3 the extent of the adjustment, if any, in the Contract Time.

8.2.2 If the Owner requests a proposal for a change in the Work from the Design/Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse the Design/Builder for any costs incurred for estimating services, design services or preparation of proposed revisions to the Contract Documents.

8.3 CONSTRUCTION CHANGE DIRECTIVES

8.3.1 A Construction Change Directive is a written order prepared and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both.

8.3.2 Except as otherwise agreed by the Owner and the Design/Builder, the adjustment to the Contract Sum shall be determined on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including the expenditures for

design services and revisions to the Contract Documents. In case of an increase in the Contract Sum, the cost shall include a reasonable allowance for overhead and profit. In such case, the Design/Builder shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, costs for these purposes shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment exclusive of hand tools, whether rented from the Design/Builder or others;
- .4 costs of premiums for all bonds and insurance permit fees, and sales, use or similar taxes;
- .5 additional costs of supervision and field office personnel directly attributable to the change; and fees paid to the Architect, engineers and other professionals.

8.3.3 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Design/Builder to the Owner for deletion or change which results in a net decrease in the Contract Sum will be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

8.3.4 When the Owner and the Design/Builder agree upon the adjustments in the Contract Sum and Contract Time, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

8.4 MINOR CHANGES IN THE WORK

8.4.1 The Design/Builder shall have authority to make minor changes in the Construction Documents and construction consistent with the intent of the Contract Documents when such minor changes do not involve adjustment in the Contract Sum or extension of the Contract Time. The Design/Builder shall promptly inform the Owner, in writing, of minor changes in the Construction Documents and construction.

8.5 CONCEALED CONDITIONS

8.5.1 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no

event later than 21 days after first observance of the conditions. The Contract Sum shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim by either party made within 21 days after the claimant becomes aware of the conditions.

8.6 REGULATORY CHANGES

8.6.1 The Design/Builder shall be compensated for changes in the construction necessitated by the enactment or revision of codes, laws or regulations subsequent to the submission of the Design/Builder's Proposal.

ARTICLE 9

CORRECTION OF WORK

9.1 The Design/Builder shall promptly correct Work rejected by the Owner or known by the Design/Builder to be defective or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Design/Builder shall bear costs of correcting such rejected Work, including additional testing and inspections.

9.2 If, within one (1) year after the date of Substantial Completion of the Work or, after the date for commencement of warranties established in a written agreement between the Owner and the Design/Builder, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Design/Builder shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Design/Builder a written acceptance of such condition.

9.3 Nothing contained in this Article 9 shall be construed to establish a period of limitation with respect to other obligations which the Design/Builder might have under the Contract Documents. Establishment of the time period of one (1) year as described in Subparagraph 9.2 relates only to the specific obligation of the Design/Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design/Builder's liability with respect to the Design/Builder's obligations other than specifically to correct the Work.

9.4 If the Design/Builder fails to correct nonconforming Work as required or fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Design/Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the Owner's right to stop the Work shall not give rise to a duty on the part of the Owner to exercise the right for benefit of the Design/Builder or other persons or entities.

9.5 If the Design/Builder defaults or neglects to carry

out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may give a second written notice to the Design/Builder and, seven (7) days following receipt by the Design/Builder of that second written notice and without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design/Builder, the costs of correcting such deficiencies. If the payments then or thereafter due the Design/Builder are not sufficient to cover the amount of the deduction, the Design/Builder shall pay the difference to the Owner. Such action by the Owner shall be subject to dispute resolution procedures as provided in Article 10.

ARTICLE 10

DISPUTE RESOLUTION— MEDIATION AND ARBITRATION

10.1 Claims, disputes or other matters in question between the parties to this Part 2 Agreement arising out of or relating to this Part 2 Agreement or breach thereof shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect.

10.2 In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation. Demand for mediation shall be filed in writing with the other party to this Part 2 Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of repose or limitations.

10.3 Demand for arbitration shall be filed in writing with the other party to this Part 2 Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of repose or limitations.

10.4 An arbitration pursuant to this Article may be joined with an arbitration involving common issues of law or fact between the Design/Builder and any person or entity with whom the Design/Builder has a contractual obligation to arbitrate disputes. No other arbitration arising out of or relating to this Part 2 Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Part 2 Agreement or not a party to an agreement with the Design/Builder, except by written consent containing a

specific reference to this Part 2 Agreement signed by the Owner, the Design/Builder and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Part 2 Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

10.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Unless otherwise provided, this Part 2 Agreement shall be governed by the law of the place where the Project is located.

11.2 SUBCONTRACTS

11.2.1 The Design/Builder, as soon as practicable after execution of this Part 2 Agreement, shall furnish to the Owner in writing the names of the persons or entities the Design/Builder will engage as contractors for the Project.

11.3 WORK BY OWNER OR OWNER'S CONTRACTORS

11.3.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of insurance and waiver of subrogation identical to the provisions of this Part 2 Agreement. If the Design/Builder claims that delay or additional cost is involved because of such action by the Owner, the Design/Builder shall assert such claims as provided in Subparagraph 11.4.

11.3.2 The Design/Builder shall afford the Owner's separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Design/Builder's construction and operations with theirs as required by the Contract Documents.

11.3.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

11.4 CLAIMS FOR DAMAGES

11.4.1 If either party to this Part 2 Agreement suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the

other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim of additional cost or time related to this claim is to be asserted, it shall be filed in writing.

11.5 INDEMNIFICATION

11.5.1 To the fullest extent permitted by law, the Design/Builder shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Design/Builder, anyone directly or indirectly employed by the Design/Builder or anyone for whose acts the Design/Builder may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 11.5.

11.5.2 In claims against any person or entity indemnified under this Paragraph 11.5 by an employee of the Design/Builder, anyone directly or indirectly employed by the Design/Builder or anyone for whose acts the Design/Builder may be liable, the indemnification obligation under this Paragraph 11.5 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design/Builder under workers' compensation acts, disability benefit acts or other employee benefit acts.

11.6 SUCCESSORS AND ASSIGNS

11.6.1 The Owner and Design/Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Part 2 Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Part 2 Agreement. Neither the Owner nor the Design/Builder shall assign this Part 2 Agreement without the written consent of the other. The Owner may assign this Part 2 Agreement to any institutional lender providing construction financing, and the Design/Builder agrees to execute all consents reasonably required to facilitate such an assignment. If either party makes such an assignment, that party shall nevertheless remain legally responsible for all obligations under this Part 2 Agreement, unless otherwise agreed by the other party.

11.7 TERMINATION OF PROFESSIONAL DESIGN SERVICES

11.7.1 Prior to termination of the services of the Architect or any other design professional designated in this Part 2 Agreement, the Design/Builder shall identify to the Owner in writing another architect or other design professional with respect to whom the Owner has no reasonable objection, who will provide the services

originally to have been provided by the Architect or other design professional whose services are being terminated.

11.8 EXTENT OF AGREEMENT

11.8.1 This Part 2 Agreement represents the entire agreement between the Owner and the Design/Builder and supersedes prior negotiations, representations or agreements, either written or oral. This Part 2 Agreement may be amended only by written instrument and signed by both the Owner and the Design/Builder.

ARTICLE 12

TERMINATION OF THE AGREEMENT

12.1 TERMINATION BY THE OWNER

12.1.1 This Part 2 Agreement may be terminated by the Owner upon 14 days' written notice to the Design/Builder in the event that the Project is abandoned. If such termination occurs, the Owner shall pay the Design/Builder for Work completed and for proven loss sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit and applicable damages.

12.1.2 If the Design Builder defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform the provisions of this Part 2 Agreement, the Owner may give written

notice that the Owner intends to terminate this Part 2 Agreement. If the Design/Builder fails to correct the defaults, failure or neglect within seven (7) days after being given notice, the Owner may then give a second written notice and, after an additional seven (7) days, the Owner may without prejudice to any other remedy terminate the employment of the Design/Builder and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Design/Builder and finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work and all damages incurred by the Owner, such excess shall be paid to the Design/Builder. If the expense of completing the Work and all damages incurred by the Owner exceeds the unpaid balance, the Design/Builder shall pay the difference to the Owner. This obligation for payment shall survive termination of this Part 2 Agreement.

12.2 TERMINATION BY THE DESIGN/BUILDER

12.2.1 If the Owner fails to make payment when due, the Design/Builder may give written notice of the Design/Builder's intention to terminate this Part 2 Agreement. If the Design/Builder fails to receive payment within seven (7) days after receipt of such notice by the Owner, the Design/Builder may give a second written notice and, seven (7) days after receipt of such second written notice by the Owner, may terminate this Part 2 Agreement and recover from the Owner payment for Work executed and for proven losses sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit and applicable damages.

ARTICLE 13

BASIS OF COMPENSATION

The Owner shall compensate the Design/Builder in accordance with Article 5, Payments, and the other provisions of this Part 2 Agreement as described below.

13.1 COMPENSATION

13.1.1 For the Design/Builder's performance of the Work, as described in Paragraph 3.2 and including any other services listed in Article 14 as part of Basic Services, the Owner shall pay the Design/Builder in current funds the Contract Sum as follows:

**One Hundred Eighty Five Thousand Thirty Dollars and no/100.
(\$185,030.00)**

The Contractor shall submit an itemized requisition form for all work completed to date and materials appropriately stored and shall receive payment within ten (10) days. A retainage of 10% shall be withheld on all requisitions until substantial completion of the work, at which time it shall be reduced to 5%.

Exception: The Contractor will submit a requisition and receive full payment on day of delivery for the Steel Building material to the jobsite for the sum of \$26,315.95 less 10% retainage.

13.1.2 For Additional Services, as described in Paragraph 3.3 and including any other services listed in Article 14 as Additional Services, compensation shall be as follows:

Allowances:

Utilities: All utilities from the street to the building are carried as an allowance of \$12,000.00, to cover permits, fees, and installation of water, sewer and gas.

Sprinkler: We will furnish and install a complete sprinkler system throughout the building, complete with control valves, fire department pumper connection, alarm bells, and all necessary trim and gauges to make a complete NFPA #3 system. Pull stations are included in electrical. We have carried an allowance for this sprinkler system as follows:

Eastern Fire:	\$ 8,750.00
Overhead:	\$ 875.00
Profit:	\$ <u>437.50</u>
Total:	\$10,062.50

13.2 REIMBURSABLE EXPENSES

13.2.1 Reimbursable Expenses are in addition to the compensation for Basic and Additional Services, and include actual expenditures made by the Design/Builder and the Design/Builder's employees and contractors in the interest of the Project, as follows:

13.2.2 FOR REIMBURSABLE EXPENSES, compensation shall be a multiple of () times the amounts expended.

13.3 INTEREST PAYMENTS

13.3.1 The rate of interest for past due payments shall be as follows:

1 1/2% per Month

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Design/Builder's principal places of business, at the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification or other requirements, such as written disclosures or waivers.)

ARTICLE 14

OTHER CONDITIONS AND SERVICES

14.1 The Basic Services to be performed shall be commenced on approximately two (2) weeks after receipt of all permits and, subject to authorized adjustments and to delays not caused by the Design/Builder, Substantial Completion shall be achieved in the Contract Time of Ninety (90) calendar days.

14.2 The Basic Services beyond those described in Article 3 are as follows:

14.3 Additional Services beyond those described in Article 3 are as follows:

14.4 The Design/Builder shall submit an Application for Payment on the thirtieth (30th) day of each month.

14.5 The Design/Builder's Proposal includes the following documents:
 (List the documents by specific title and date; include any required performance and payment bonds.)

Title	Date
Specifications	04/15/99
Plans : Floor Plan (A-1)	04/06/99
Elevation Plan (A-2)	03/18/99
Foundation Plan (F-1)	04/13/99
Ceiling & Lights(C-1)	04/14/99

This Agreement entered into as of the day and year first written above.

OWNER

DESIGN/BUILDER

John K. Caldwell 5-6-99
 (Signature)

Neland B. Dahlgren
 (Signature) 5, 6, 99

John K. Caldwell PRESIDENT DEERING
 (Printed name and title) LODGE BUILDING CORP.

Neland B. Dahlgren
 (Printed name and title)



CAUTION: You should sign an original AIA document which has this caution printed in red.
 An original assures that changes will not be obscured as may occur when documents are reproduced.

Minor

Site Review Pre-Application
Multi-Family/Attached Single Family Dwellings/Two-Family Dwelling
or Commercial Structures and Additions Thereto

In the interest of processing your application in the quickest possible manner, please complete the Information below for Site Plan Review

NOTE**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.

DEERING LODGE POST #183

Applicant
651 FOREST AVENUE

Application Date 3/30/99

Applicant's Mailing Address
PORTLAND, ME 04101

Project Name/Description
DEERING LODGE POST #183 BUILDING-ADDITION

Consultant/Agent
SEBAGO TECHNICS INC
c/o JAMES SEYMOUR

Address Of Proposed Site
102 BISHOP ST, PORTLAND

Applicant/Agent Daytime telephone and FAX
856-0277
856-2206 FAX

Assessor's Reference, Chart#, Block, Lot# 293-C-1

Proposed Development (Check all that apply) New Building Building Addition Change of Use Residential Office Retail
 Manufacturing Warehouse/Distribution Other(Specify)

4200 SF

1.45 AC

I-M, R-3, R-5
Zoning

Proposed Building Square Footage and /or # of Units

Acreage of Site

You must Include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) 7 sets of Site Plan packages containing the information found in the attached sample plans and checklist.

(Section 14-522 of the Zoning Ordinance outlines the process, copies are available for review at the counter, photocopies are \$ 0.25 per page)

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/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if an approval for the proposed project or use 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 approval at any reasonable hour to enforce the provisions of the codes applicable to this approval.

Signature of applicant: James R. Seymour Date: 3/30/99

Site Review Fee: Major \$500.00 Minor 400.00

This application is for site review ONLY, a Building Permit application and associated fees will be required prior to construction.

PLUMBING APPLICATION

Department of Human Services
Division of Health Engineering

293-C-001

PROPERTY ADDRESS

Town Or
Plantation

Portland

Street
Subdivision Lot #

102 Bishop Street

PROPERTY OWNERS NAME

Last: Deering Lodge #183

First:

854-1167

Applicant
Name:

Kelley Mechanical

Mailing Address of
Owner/Applicant
(If Different)

P.O. Box 1310
Westbrook, ME 04098-1310

Owner/Applicant Statement

I certify that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Local Plumbing Inspector to deny a Permit.

Signature of Owner/Applicant

10-14-99

Date

Caution: Inspection Required

I have inspected the installation authorized above and found it to be in compliance with the Maine Plumbing Rules.

Local Plumbing Inspector Signature

Date Approved

PERMIT INFORMATION

This Application is for

1. NEW PLUMBING
2. RELOCATED PLUMBING

Type Of Structure To Be Served:

1. SINGLE FAMILY DWELLING
2. MODULAR OR MOBILE HOME
3. MULTIPLE FAMILY DWELLING
4. OTHER — SPECIFY Meeting Hall

Plumbing To Be Installed By:

1. MASTER PLUMBER
2. OIL BURNERMAN
3. MFG'D. HOUSING DEALER / MECHANIC
4. PUBLIC UTILITY EMPLOYEE
5. PROPERTY OWNER

LICENSE # CQ900009021

Hook-Up & Piping Relocation Maximum of 1 Hook-Up

HOOK-UP: to public sewer in those cases where the connection is not regulated and inspected by the local Sanitary District.

OR

HOOK-UP: to an existing subsurface wastewater disposal system.

PIPING RELOCATION: of sanitary lines, drains, and piping without new fixtures.

OR

TRANSFER FEE
[\$6.00]

Column 2

Number Type of Fixture

2 Hosebibb / Sillcock

Floor Drain

1 Urinal

Drinking Fountain

Indirect Waste

Water Treatment Softener, Filter, etc.

Grease / Oil Separator

Dental Cuspidor

Bidet

Other: _____

3 Fixtures (Subtotal)
Column 2

Column 1

Number Type of Fixture

Bathtub (and Shower)

Shower (Separate)

Sink

2 Wash Basin

3 Water Closet (Toilet)

Clothes Washer

Dish Washer

Garbage Disposal

Laundry Tub

1 Water Heater

6 Fixtures (Subtotal)
Column 1

3 Fixtures (Subtotal)
Column 2

9 Total Fixtures

\$ 36 Fixture Fee

\$ Transfer Fee

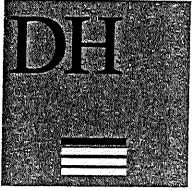
\$ Hook-Up & Relocation Fee

\$ 36 Permit Fee
(Total)

SEE PERMIT FEE SCHEDULE
FOR CALCULATING FEE

54

54



DeLUCA-HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

778 MAIN STREET
SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207 775 1121
FAX 207 879 0896

- ROADWAY DESIGN
- ENVIRONMENTAL ENGINEERING
- TRAFFIC STUDIES AND MANAGEMENT
- PERMITTING
- AIRPORT ENGINEERING
- SITE PLANNING
- CONSTRUCTION ADMINISTRATION

MEMORANDUM

293-C-001

TO: Code Enforcement
Kandi Talbot, Planner

FROM: Chris Earle, Assistant Development Review Coordinator

DATE: October 10, 2000

RE: Certificate of Occupancy – 102 Bishop Street – Deering Lodge

On October 10, 2000, the site was reviewed for compliance with the conditions of approval.

It is our opinion that a **permanent certificate of occupancy could be issued**, assuming neither Code Enforcement nor Public Works has any outstanding issues.

REVIEWED FOR
BARRIER FREE
COMPLIANCE

STATE OF MAINE
DEPARTMENT OF PUBLIC SAFETY
LICENSING AND INSPECTIONS UNIT
AUGUSTA
CONSTRUCTION PERMIT



293-C-1

Permit N° 09918

PERMISSION IS HEREBY GIVEN TO:

Location of project:

PROJECT TITLE:

Deering Masonic Lodge #183

Deering Masonic Lodge #183

229 Walton

102 Bishop St.

OCCUPANCY CLASSIFICATION:

Portland, ME 04103

Portland, ME

Lodge

To construct or alter the afore referenced building according to the plans hitherto filed with the Commissioner and now approved. No departure from such plans shall be made without prior approval in writing.

This permit will expire at midnight on October 22, 1999

This permit is issued under the provisions of Title 25, Chapter 317, Section 2448

Nothing herein shall excuse the holder of this permit for the failure to comply with local ordinances, zoning laws, or other pertinent legal restrictions.

Dated the 23rd day of April A.D. 1999

FEE \$ 150/50

NOT SPRINKLED



Commissioner of Public Safety

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM**

19990039

I. D. Number

Deering Lodge Post 3183

Applicant

651 Forest Ave, Portland, ME 04101

Applicant's Mailing Address

Sebago Tech/Jim Seymour

Consultant/Agent

856-0277 **856-2206**

Applicant or Agent Daytime Telephone, Fax

3/30/99

Application Date

Bishop St (Lodge Addition)

Project Name/Description

102 Bishop St

Address of Proposed Site

293-C-003

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):

New Building
 Building Addition
 Change Of Use
 Residential
 Office
 Retail
 Manufacturing
 Warehouse/Distribution
 Parking Lot
 Other (specify) _____
4200 **1.45** **I-M & R-3(addition) *GRS***
Proposed Building square Feet or # of Units Acreage of Site Zoning

Check Review Required:

Site Plan (major/minor)
 Subdivision # of lots _____
 PAD Review
 14-403 Streets Review
 Flood Hazard
 Shoreland
 Historic Preservation
 DEP Local Certification
 Zoning Conditional Use (ZBA/PB)
 Zoning Variance
 Other _____

Fees Paid: Site Plan **\$400.00** Subdivision _____ Engineer Review **\$284.00** Date: **8/24/99**

Inspections Approval Status:

Reviewer **Marge Schmuckal**

Approved
 Approved w/Conditions see attached
 Denied
Approval Date **9/27/99** Approval Expiration _____ Extension to _____
 Additional Sheets Attached
 Condition Compliance _____ signature _____ date _____

Performance Guarantee Required* Not Required

* No building permit may be issued until a performance guarantee has been submitted as indicated below

<input checked="" type="checkbox"/> Performance Guarantee Accepted	<u>9/13/99</u> date	<u>\$97,779.00</u> amount	<u>9/13/00</u> expiration date
<input checked="" type="checkbox"/> Inspection Fee Paid	<u>9/13/99</u> date	<u>\$1,662.00</u> amount	
<input type="checkbox"/> Building Permit Issued	_____ date		
<input type="checkbox"/> Performance Guarantee Reduced	_____ date	_____ remaining balance	_____ signature
<input type="checkbox"/> Temporary Certificate of Occupancy	_____ date	<input type="checkbox"/> Conditions (See Attached)	
<input type="checkbox"/> Final Inspection	_____ date	_____ signature	
<input type="checkbox"/> Certificate Of Occupancy	_____ date		
<input type="checkbox"/> Performance Guarantee Released	_____ date	_____ signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____ submitted date	_____ amount	_____ expiration date
<input type="checkbox"/> Defect Guarantee Released			

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM**

19990039

I. D. Number

Deering Lodge Post 3183
 Applicant
651 Forest Ave, Portland, ME 04101
 Applicant's Mailing Address
Sebago Tech/Jim Seymour
 Consultant/Agent
856-0277 **856-2206**
 Applicant or Agent Daytime Telephone, Fax

3/30/99
 Application Date
Bishop St (Lodge Addition)
 Project Name/Description

102 Bishop St
 Address of Proposed Site
293-C-003
 Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):
 Office Retail Manufacturing Warehouse/Distribution Building Addition Change Of Use Residential
 Parking Lot Other (specify) _____
4200 **1.45**
 Proposed Building square Feet or # of Units Acreage of Site Zoning

Check Review Required:
 Site Plan (major/minor) Subdivision # of lots _____ PAD Review 14-403 Streets Review
 Flood Hazard Shoreland Historic Preservation DEP Local Certification
 Zoning Conditional Use (ZBA/PB) Zoning Variance Other _____
 Fees Paid: Site Plan **\$400.00** Subdivision _____ Engineer Review _____ Date: **3/30/99**

Inspections Approval Status: Reviewer _____
 Approved Approved w/Conditions see attached Denied
 Approval Date _____ Approval Expiration _____ Extension to _____ Additional Sheets Attached
 Condition Compliance _____ signature _____ date _____

Performance Guarantee Required* Not Required
 * No building permit may be issued until a performance guarantee has been submitted as indicated below

<input type="checkbox"/> Performance Guarantee Accepted	_____	_____	_____
	date	amount	expiration date
<input type="checkbox"/> Inspection Fee Paid	_____	_____	
	date	amount	
<input type="checkbox"/> Building Permit Issued	_____		
	date		
<input type="checkbox"/> Performance Guarantee Reduced	_____	_____	_____
	date	remaining balance	signature
<input type="checkbox"/> Temporary Certificate of Occupancy	_____	<input type="checkbox"/> Conditions (See Attached)	
	date		
<input type="checkbox"/> Final Inspection	_____	_____	
	date	signature	
<input type="checkbox"/> Certificate Of Occupancy	_____		
	date		
<input type="checkbox"/> Performance Guarantee Released	_____	_____	
	date	signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____	_____	
	submitted date	amount	expiration date
<input type="checkbox"/> Defect Guarantee Released	_____	_____	
	date	signature	

102 Bishop St

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM**

19990039

I. D. Number

Deering Lodge Post 3183

Applicant

651 Forest Ave, Portland, ME 04101

Applicant's Mailing Address

Sebago Tech/Jim Seymour

Consultant/Agent

856-0277 **856-2206**

Applicant or Agent Daytime Telephone, Fax

3/30/99

Application Date

Bishop St (Lodge Addition)

Project Name/Description

102 Bishop St

Address of Proposed Site

293-C-003

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):

- Office Retail Manufacturing Warehouse/Distribution Building Addition Change Of Use Residential
 Parking Lot Other (specify) _____

4200 **1.45**

Proposed Building square Feet or # of Units

Acreage of Site

Zoning

Check Review Required:

- Site Plan (major/minor) Subdivision # of lots _____ PAD Review 14-403 Streets Review
 Flood Hazard Shoreland Historic Preservation DEP Local Certification
 Zoning Conditional Use (ZBA/PB) Zoning Variance Other _____

Fees Paid: Site Plan **\$400.00** Subdivision _____ Engineer Review _____ Date: **3/30/99**

Fire Approval Status:

Reviewer **Lt. Mc Dougall** *[Signature]*

- Approved Approved w/Conditions see attached Denied

Approval Date **3/31/99** Approval Expiration _____ Extension to _____ Additional Sheets Attached

Condition Compliance **Lt. Mc Dougall** **3/31/99**
 signature date

Performance Guarantee Required* Not Required

* No building permit may be issued until a performance guarantee has been submitted as indicated below

<input type="checkbox"/> Performance Guarantee Accepted	_____	_____	_____
	date	amount	expiration date
<input type="checkbox"/> Inspection Fee Paid	_____	_____	
	date	amount	
<input type="checkbox"/> Building Permit Issued	_____		
	date		
<input type="checkbox"/> Performance Guarantee Reduced	_____	_____	_____
	date	remaining balance	signature
<input type="checkbox"/> Temporary Certificate of Occupancy	_____	<input type="checkbox"/> Conditions (See Attached)	
	date		
<input type="checkbox"/> Final Inspection	_____	_____	
	date	signature	
<input type="checkbox"/> Certificate of Occupancy	_____		
	date		
<input type="checkbox"/> Performance Guarantee Released	_____	_____	
	date	signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____	_____	_____
	submitted date	amount	expiration date

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM**

19990039
I. D. Number

Deering Lodge Post 3183
Applicant
651 Forest Ave, Portland, ME 04101
Applicant's Mailing Address
Sebago Tech/Jim Seymour
Consultant/Agent
856-0277 **856-2206**
Applicant or Agent Daytime Telephone, Fax

3/30/99
Application Date
Bishop St (Lodge Addition)
Project Name/Description

102 Bishop St
Address of Proposed Site
293-C-003
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential
 Office Retail Manufacturing Warehouse/Distribution Parking Lot Other (specify) _____
4200 **1.45**
Proposed Building square Feet or # of Units Acreage of Site Zoning

Check Review Required:

Site Plan (major/minor) Subdivision # of lots _____ PAD Review 14-403 Streets Review
 Flood Hazard Shoreland Historic Preservation DEP Local Certification
 Zoning Conditional Use (ZBA/PB) Zoning Variance Other _____

Fees Paid: Site Plan **\$400.00** Subdivision _____ Engineer Review **\$284.00** Date: **8/24/99**

DRC Approval Status:

Reviewer **Jim Wendel**

Approved Approved w/Conditions see attache Denied
Approval Date **6/22/99** Approval Expiration **6/22/00** Extension to _____ Additional Sheets Attached
 Condition Compliance **Jim Wendel** **9/13/99**
signature date

Performance Guarantee Required* Not Required

* No building permit may be issued until a performance guarantee has been submitted as indicated below

<input checked="" type="checkbox"/> Performance Guarantee Accepted	<u>9/13/99</u> date	<u>\$97,779.00</u> amount	<u>9/13/00</u> expiration date
<input checked="" type="checkbox"/> Inspection Fee Paid	<u>9/13/99</u> date	<u>\$1,662.00</u> amount	
<input type="checkbox"/> Building Permit	_____ date		
<input type="checkbox"/> Performance Guarantee Reduced	_____ date	_____ remaining balance	_____ signature
<input type="checkbox"/> Temporary Certificate Of Occupancy	_____ date	<input type="checkbox"/> Conditions (See Attached)	
<input type="checkbox"/> Final Inspection	_____ date	_____ signature	
<input type="checkbox"/> Certificate Of Occupancy	_____ date		
<input type="checkbox"/> Performance Guarantee Released	_____ date	_____ signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____ submitted date	_____ amount	_____ expiration date
<input type="checkbox"/> Defect Guarantee Released	_____ date	_____ signature	

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM
ADDENDUM**

19990039

I. D. Number

Deering Lodge Post 3183

Applicant

651 Forest Ave, Portland, ME 04101

Applicant's Mailing Address

Sebago Tech/Jim Seymour

Consultant/Agent

856-0277 856-2206

Applicant or Agent Daytime Telephone, Fax

3/30/99

Application Date

Bishop St (Lodge Addition)

Project Name/Description

102 Bishop St

Address of Proposed Site

293-C-003

Assessor's Reference: Chart-Block-Lot

DRC Conditions of Approval

Planning Conditions of Approval

- that the applicant shall submit a sanitary sewer capacity letter to Planning Staff.
- that the applicant revise the plan in accordance with the DRC's memo dated June 21, 1999 regarding the outlet control structure

Inspections Conditions of Approval

Fire Conditions of Approval

Application requires State Fire Marshal approval.

J. K. C.

**DAHLGREN CONSTRUCTION, INC.
412 U.S. ROUTE ONE
YARMOUTH, MAINE 04096**

SPECIFICATIONS

FOR

**NORTH DEERING MASONIC LODGE #183
102 BISHOP STREET
PORTLAND, MAINE
APRIL 15, 1999**

SPECIFICATIONS

DRAWINGS

DIV. I	General Conditions	A-1	Floor Plan	04/06/99
DIV. II	Sitework and Demolition			
DIV. III	Concrete	A-2	Elevation Plan	03/18/99
DIV. IV	Masonry (Not Used)			
DIV. V	Miscellaneous Metals (Not Used)	F-1	Foundation Plan	04/13/99
DIV. VI	Carpentry (Not Used)			
DIV. VII	Insulation	C-1	Ceiling & Lighting	04/14/99
DIV. VIII	Doors and Windows			
DIV. IX	Finishes			
DIV. X	Specialties			
DIV. XI	Equipment (Not Used)			
DIV. XII	Furnishings (Not Used)			
DIV. XIII	Steel Building			
DIV. XIV	Conveying Systems (Not Used)			
DIV. XV	Mechanicals			
DIV. XVI	Electrical			

DIV. I. General Conditions

A. Scope of Work

The Contractor will furnish all labor and materials to construct the building as shown on the Plans and as hereinafter specified, and will coordinate all subcontract work in the General Contract.

B. Supervision

The General Contractor will provide a competent supervisor on the job to coordinate all phases of the work and to represent the Contractor.

C. Owner's Representative

The Owner shall submit the name of the person who will represent him. All communications and correspondence will be directed through that party. All changes and adjustments in the work will be requested in writing and agreed upon by the Owner and the General Contractor before commencing the work.

D. Insurance

The General Contractor maintains the following insurance portfolio:

Comprehensive General Liability (including Independent Contractors and Completed Operations) in a combined single limit of not less than \$1,000,000.00.

Contractual Liability Insurance in a combined single limit of not less than \$1,000,000.00.

Comprehensive Automobile Liability Insurance in a combined single limit of not less than \$1,000,000.00.

Workman's Compensation and Employer's Liability - \$100,000.00.

Comprehensive Excess Indemnity Insurance:

Retained Limit	\$ 20,000.00
Occurrence Limit	\$2,000,000.00
Aggregate Limit	\$2,000,000.00

The Owner will provide and maintain fire and extended coverage, or any other insurances as he deems necessary for the duration of the job. All deductibles on policies which the Owner purchases shall be paid by the Owner.

E. Permits

Permits will be procured by the Owner.

F. Utilities

All utilities: electric service, telephone service, fuel for heating, public water and sewer shall be provided by the Owner. Unless otherwise provided for in the Contract documents, the Owner shall apply for all permanent utilities and pay all utility company fees related to the installation of the service. Once the permanent utilities are installed and turned on, the Owner shall be responsible for all consumption costs. The Contractor shall provide a chemical toilet for its crew.

G. Plans

The General Contractor shall prepare necessary Plans and Specifications for the project.

H. Separate Contracts

Contractors performing work under separate contract by the Owner will perform and coordinate their work as though they were under contract by the General Contractor.

The General Contractor will not be responsible for negligence of Subcontractors and/or other Contractors under separate contract with the Owner who do not comply with the Occupational Safety and Health Act.

I. State and Local Codes

The General Contractor and all Subcontractors shall perform their work as specified on the Plans and Specifications in accordance with State and Local governing codes. This does not include items not specified, which may be required by governing bodies after reviewing the Plans and Specifications.

J. Mediation

Should disputes or discrepancies arise between the Owner, General Contractor, Subcontractor, or Material Suppliers in regard to the Plans and Specifications or work performed, a third party mediator agreeable to the parties involved, shall be selected. This third party mediator shall be a professional or an authority regarding the item involved. The expense incurred by the third party mediator shall be borne by the party in default or error. Although this clause does not override the AIA Arbitration Clause Article 10 of the Contract, it may take priority for minor disagreements.

K. Taxes

The Contractor shall pay for all sales taxes, fuel taxes, use taxes and consumer taxes as would be encountered in the normal course of business. Any special taxes or taxes not in effect at the time of execution of this Contract are not included.

L. Substantial Completion

The project shall be substantially completed when any of the following occur:

1. The Owner begins to take occupancy of the structure or any portion thereof.
2. The structure is available for beneficial occupancy.

M. Early Occupancy

Should the Owner request occupancy of any portion of the premises prior to completion, an inspection of the section shall be made by representatives of the Owner and Contractor to determine work yet to be completed. The Owner will then accept that portion of the building as acceptable, with the understanding that he will not interfere with the remaining work to be performed under the Contract.

N. Warranty

All corrective work, warranty and/or guarantee work shall be performed by the General Contractor and/or the individual Subcontractors employed during the Contract. The Owner shall first notify the General Contractor of the work that is required to be performed and the General Contractor shall be responsible for taking appropriate corrective action. Should the Owner perform or have performed, corrective work without the consent of the General Contractor, then the Owner shall be liable for the costs of said corrective work.

O. Fees

Should the municipality require performance and/or improvement bonds or guarantees, costs for said bonds or guarantees shall be the responsibility of the Owner.

DIV. II. Sitework and Demolition

We have included only pertinent excavation for the building foundation, consisting of:

- A. Clearing and grubbing the building area of top soil and bituminous paving, this material to be disposed of under the sitework contract.
- B. Provide approximately 1' of gravel fill in the unpaved area of the building site.

It is assumed that there is adequate gravel base under the paved area of the building site. It is further assumed that there are no underground obstructions, i.e. septic tanks, leaching fields, etc.

Demolition will consist of breaking up the existing floor for entrance of utilities.

- C. Utilities: All utilities from the street to the building are carried as an allowance of \$12,000.00, to cover permits, fees, and installation of water, sewer and gas.

DIV. III Concrete

A. Floor Slab

Concrete slab shall be poured with a maximum slump of 4" to a true and level plane of the thickness, as shown on the drawings. While pouring the slab, all the wire mesh shall be lifted in the concrete to a minimum of 1" from the bottom. Sectional pours shall be terminated at control joint lines as shown on the drawings. All concrete floors shall be machine troweled to a hard, smooth dense surface and no trowel marks or roughness shall be permitted to remain.

After the concrete has taken its initial set, it shall be kept wet or protected from excessive drying for a period of four (4) days, depending on the weather conditions and temperature. As soon as the concrete floor has adequately cured, the control joints shall be sawn to a minimum of 3/4" in depth, and the finish floor shall receive two (2) coats of an approved hardener-sealer.

Concrete for the slab shall be a 5 1/2 bag mix, using 3/4" maximum stone designed for a minimum compressive strength of 3000 PSI in thirty (30) days.

We have included a 5" concrete slab as per plans engineered by Sebago Technic with thickened perimeter haunch, reinforced with 6 x 6 #6 wire mesh complete with control joints and sealer for the building addition. Also included are two (2) concrete piers for the canopy supports, and concrete pads for HVAC units.

DIV. VII Insulation

- A. Furnish and install 6" of metal building roof insulation, fiberglass blanket, with WMP-VR, vapor barrier facing.
- B. Furnish and install 4" of metal building wall insulation, fiberglass blanket, with WMP-VR, vapor barrier facing.
- C. Furnish and install 4" of insulation on the underside of the purlins in the existing building.

DIV. VIII. Doors and Windows

A. Exterior Doors

1. Main entrance unit in the addition will be bronze aluminum store front construction to consist of two (2) 3'-0" x 7'-0" doors, and two (2) two foot side lights.
2. One (1) rear exit steel door and frame (hardware included).
3. Panic hardware for existing exit doors.

B. Windows - Existing Building

1. Replace six (6) 3'-0" x 4'-0" vinyl double hung windows with screens. Others windows will be closed up.

DIV. IX. Finishes

- A. We have included painting the sidewalls of the existing building.**

DIV. X. Specialties

- A. Furnish and install two (2) factory finish handicap toilet partitions.**

- B. Bathroom accessories include:**
- Four (4) grab bars;**
 - Two (2) towel dispensers;**
 - Two (2) tissue dispensers;**
 - Two (2) mirrors**

DIV. XIII. Ceco Building Specifications

A. Scope of Work

We will furnish and erect a 60' x 70' x 14' eave pre-engineered steel building, designed for 50 lb. live load and 90# wind load. The roof of the steel building shall be a MAP 26 gauge screw down roof, galvalume finish, installed on a gable design having 1" slope per 12" of run. Sidewall panels shall be 26 gauge, standard factory finish, color selected: Midnight Blue.

We have also included re-roofing the existing building with the same materials as above, including snow beef-up for the existing roof, first bay adjacent to the addition.

We have included steel canopy roof extension as shown on your drawings.

These Specifications cover the material and fabrication of Ceco Buildings, so designed and constructed as to be weather-tight and easily erected.

The materials furnished shall include the primary framing, roof cover, side cover, fasteners, sealants, accessories, flashings, and any other component parts of the Ceco Building as ordered. All materials shall be new and free of defects and imperfections and shall be fabricated in a workmanlike manner.

The building will be designed to conform to the Specifications of the Metal Building Manufacturers Association ("M.B.M.A.") "Code of Standard Practices".

B. Design Basis

The tenants of the current issue, Steel Construction and the American Iron and Steel Institutes' "Light Gauge Steel Design Manual", shall govern. All welding shall conform to requirements of the American Welding Society Code for Arc and Gas Welding.

Primary fasteners shall meet the requirements of the following A.S.T.M. standards as amended to date:

- A-325 for quenched and tempered steel bolts;
- A-307 for steel machine bolts and nuts.

Purlins shall be considered as continuous beams lapping each other at each interior support. The girts shall be either continuous or of simple span, depending on the type of primary framing of the structure.

C. Design Loads

The vertical live load in addition to the applicable dead load shall not be less than 50 PSF applied to the horizontal projection of the roof structure. The wind load shall be 90 mph velocity applied as horizontal forces in accordance with the M.B.M.A. "Design Practice Manual" of current issue.

All additional loads, whether static or dynamic, shall be considered as a part of the design requirements and shall be combined for design purposes in accordance with the recommendations of the M.B.M.A. "Design Practice Manual" of current issue.

D. Material and Workmanship

All material included with the building shall be completely and accurately fabricated and plainly marked for easy field assembly. Packaging and crating will be adequate to protect against damage during shipment and handling.

Structural members shall be either hot rolled structural shapes, cold formed shapes, or built-up shapes of welded plate construction.

Material for structural members 1/4" or thicker shall be hot rolled steel, meeting the chemical and physical properties of A.S.T.M. A-529 of current issue. Material for structural members of less than 1/4" thickness shall be of steel conforming to the requirements of not less than Grade B (37,000 PSI yield), A.S.T.M. A-446 of current issue. All structural members shall be thoroughly cleaned and given one coat of shop primer paint. Structural members shall be connected where required with high strength bolts and nuts meeting the Specifications of A.S.T.M. A-325 of current issue.

Standard roof and wall covering shall be trapezoidal corrugated zinc coated steel sheets of not less than 26 U.S. gauge with a minimum 1 1/8" deep x 2 1/2" wide rib on 12" centers. The male side rib shall end flush on the face of the girts for positive support, and the female rib of the panel shall have a rolled brake to prevent capillary action between the ribs. The panels shall have a covering width of not less than 36" and in lengths sufficient to minimize end laps without creating on-site handling problems.

Wall panels shall be protected with a full weight zinc coating of 1.25 ounces per square foot. Color coatings consisting of a silicone acrylic enamel shall be applied to the properly treated coil of steel before it is fabricated in the panel shape. The panel exterior shall have a baked enamel coating of not less than one mil (.001) thickness, while interior surfaces shall receive a light enamel coating in Bone White.

Roof panels shall be protected with twenty (20) year galvalume finish. End and side laps shall be sealed with 1" wide x 1/8" thick tape caulk composed of a blend of butyl rubber and E.P.D.M. rubber, with not less than 50% butyl and suitable inert fillers and pigments.

Roof panel fasteners will consist of self-drilling or self-tapping screws with a neoprene sealing washer. All roof fasteners shall be self-drilling or self-tapping screws with a minimum of .0005 cadmium plating, with factory colored heads to match the wall panel color.

Sealants for the roof shall be applied in all side laps and end joints in accordance with the erection instructions provided with the building. The sealant shall be a non-hardening ribbon with good cold-weather characteristics.

E. Drawings

All drawings necessary to the proper erection of the building shall be provided. The drawings shall clearly indicate the proper anchor bolt locations, the scope of the work, and the locations of each building part in the final assembly.

F. Care and Maintenance of Metal Roofs

When properly installed and with proper use and maintenance, a metal roof will give trouble-free protection for many years, outlasting any other type roofing system in common use.

One of the greatest causes of any roof problem or failures is the misuse by people walking on them without taking proper precautions. A metal roof is much more resistant to the sun's rays and weathering conditions than an asphalt roof, however, if the finish is damaged the roof will deteriorate much more rapidly than normal. Listed below are precautions that should be taken to get the most out of a metal roof:

1. During installation the roof should be kept free of sand, sharp bits of metal from drilling, or any other objects that will cause abrasions to the finish.
2. Upon completion of the installation, the roof should be freed of all debris and/or foreign objects that will cause abrasion, and should be inspected for damages. Any spots or areas where the finish is damaged should be repaired with a compatible rust-inhibitive paint.
3. Should it become necessary to be on the roof after it is installed, only persons properly instructed should be permitted to be on the roof. Never step or walk on the high rib, always walk on the lower portion of the panel. When walking the length of the roof, walk over a purlin line as much as possible.
4. Should a leak occur, it is more than likely a bad fastener or a flashing problem. It is best to first call the installer or a person experienced in metal roofs, even if the guarantee has expired and there might be a charge.
5. If, during a severe winter, there seems to be an excessive build-up of ice and/or snow on any portion of the roof, you should call the installer or a professional engineer to see if the load is exceeding the design load. Should it become necessary to remove the snow, only proper equipment and methods should be used. You should never use sharp tools to chop or break up ice or snow. Many buildings have collapsed by removing all the snow on one side of the building, causing an unequal loading on the structure.
6. A metal roof, like any other roof or any part of the building, may require preventative maintenance, therefore, the roof should be inspected periodically for loose screws or deteriorations.
7. Incompatible materials such as copper flashings, copper wire, copper lightning rods, insulated wire, lead washers, lead flashings and lead headed nails coming in contact with the galvalume finish will cause serious premature red rusting of the metal roof panels. Compatible materials which may be used for flashings and other building components include aluminum, plastic and galvalume.

DIV. XV.

Mechanicals

A. HVAC shall consist of:

- ◆ **Three (3) Packaged gas/electric units, pad mounted, complete with economizers, programmable thermostats, and 5 year compressor warranty. One (1) 5 ton unit to serve the Lodge Hall and one 7 1/2 ton unit to serve Dining Hall and one (1) 3 ton unit to serve the Vestibule and all other areas.**
- ◆ **Galvanized sheetmetal ductwork fabricated and installed per SMACNA standards complete with distribution ductwork, supply air diffusers and centrally located return air grilles. All supply ductwork shall be insulated with 1 1/2" foil faced fiberglass insulation.**
- ◆ **Bathroom exhaust systems interlocked with the light switch by the electrician.**
- ◆ **Gas piping from the gas supplier furnished regulators to the gas-fired equipment utilizing black steel pipe and threaded fittings.**
- ◆ **All required low voltage control wiring.**
- ◆ **Air balancing.**
- ◆ **Equipment start-up, owner instructions and one (1) year warranty.**
- ◆ **Engineered CAD drawings stamped by in-house P.E. and submittals for review.**

B. Plumbing shall consist of:

- ◆ **Two (2) handicap commercial grade water closets.**
- ◆ **One (1) standard commercial grade water closet.**
- ◆ **Two (2) handicap commercial grade wall-hung lavatories.**
- ◆ **One (1) commercial grade urinal.**
- ◆ **One (1) gas-fired water heater with 40 gallon storage capacity.**
- ◆ **One (1) backflow preventor.**
- ◆ **Plumbing rough-in to kitchen**
- ◆ **Hot and cold water piping utilizing type "L" copper tubing with copper sweat fittings and insulated with 1/2" insulation.**
- ◆ **Sanitary, waste and vent piping shall be PVC Schedule 40 with solvent welded fittings.**
- ◆ **Plumbing permit.**
- ◆ **All work is to be installed by licensed plumbers in accordance with Maine Plumbing Code and BOCA.**
- ◆ **Engineered CAD drawings stamped by in-house P.E. and submittals for review.**

DIV. XVI Electrical

Electrical shall consist of utilizing the existing 200 amp 3 phase electrical service (being adequate).

Electrical shall consist of:

- ♦ All necessary permits and inspections.
- ♦ Disconnect and remove unneeded wiring as necessary.
- ♦ Supply temporary circuits for construction.
- ♦ Install new wiring and outlets throughout building as per code.
- ♦ Install circuits for three (3) HVAC units outside.
- ♦ Install circuits for kitchen equipment as per plan.
- ♦ Remove and re-install fifty (50) existing florescent troffer fixtures throughout.
- ♦ Install new diffuser lenses in fifty (50) florescent troffers
- ♦ Install four (4) eyeball type recessed light fixtures in Lodge Hall.
- ♦ Install five (5) recessed spot lights in middle of hall for ceremonies.
- ♦ Install lighting outlets or sockets in valance around room approximately two (2) feet apart.
- ♦ Install one (1) GFI outlet in each bathroom.
- ♦ Install GFI outlets throughout kitchen as needed.
- ♦ Install six (6) emergency light units as needed.
- ♦ Install five (5) lighted exit signs at exit doors.
- ♦ Install basic phone jack at three locations.
- ♦ Install three (3) exterior wall packs - 175w metal halide.
- ♦ Install two (2) parking lot light poles with two (2) each metal halide shoebox (4 lights total).
- ♦ Install flood light on exterior to illuminate signage.
- ♦ Install small metal halide fixture under canopy.
- ♦ Install timer and photo cell to control outside lighting.
- ♦ Install one (1) wall clock outlet.
- ♦ Install fire alarm wiring and devices as follows:
 - Four (4) pull stations.
 - Eight (8) horn / strobe units.
 - Three (3) smoke / heat detectors.
 - One (1) heat only detector (Kitchen)
 - One (1) tamper switch on sprinkler system valve.

The above devices are to be wired back to the security alarm panel.

Allowances:

We will furnish and install a complete sprinkler system throughout the building, complete with control valves, fire department pumper connection, alarm bells, and all necessary trim and gauges to make a complete NFPA #3 system. Pull stations are included in electrical. We have carried an allowance for this sprinkler system as follows:

Eastern Fire:	\$ 8,750.00
Overhead:	\$ 875.00
Profit:	<u>\$ 437.50</u>
Total:	\$10,062.50

Exclusions:

Items not included consist of:

- 1. Demolition of existing walls.**
- 2. Any and all interior wall and door finishes.**
- 3. Ceilings.**
- 4. Finish flooring.**
- 5. Site Plan and Paving or Sitework other than specified.**
- 6. Kitchen equipment.**
- 7. Any other items not specifically mentioned in this specification.**

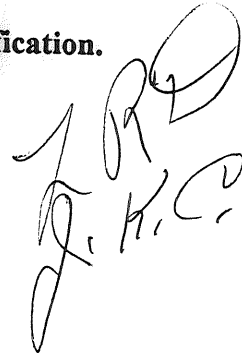
A handwritten signature in black ink, appearing to be 'J. R. C.', is located to the right of the list of exclusions.

EXHIBIT A

A certain lot or parcel of land situated in the City of Portland, County of Cumberland, and State of Maine, being bounded and described as follows:

Beginning at an iron rod set on the apparent southerly sideline of Bishop Street at the northwesterly corner of land now or formerly of Hed/Way Development (Deed Reference Book 8575, Page 272). Said point is N 83°54'24" W, as measured along said apparent southerly sideline of Bishop Street, three hundred forty-four and seventy-five hundredths (344.75) feet from an iron rod found at the northeasterly corner of land now or formerly of DMR Properties, Inc. (Deed Reference Book 11989, Page 242, Parcel "C");

Thence N 83°54'24" W along said apparent southerly sideline of Bishop Street, four hundred twenty-five and twenty-two hundredths (425.22) feet to an iron rod set at the northeasterly corner of land now or formerly of Central Maine Power Company (Deed Reference Book 2055, Page 370 and Book 2989, Page 8);

Thence S 6°5'35" W along land of said Central Maine Power Company, two hundred thirty-seven and seventeen hundredths (237.17) feet to an iron rod set on the northeasterly line of land now or formerly of Westbrook College (Deed Reference Book 3481, Page 255);

Thence S 30°00'00" E along the northeasterly line of said Westbrook College, fifty-two and thirty-three hundredths (52.33) feet to an iron pipe found;

Thence N 60°46'21" E along land of said Hed/Way Development four hundred eighty-three and thirty-six hundredths (483.36) feet to the point of beginning.

Said parcel contains 1.45 acres.

All bearings refer to Magnetic North as shown on a plan entitled "Former Tilcon Office Site", dated July 9, 1997, prepared by Technical Services, Inc.

All iron rods set are 5/8" diameter rebar with surveyor's identification cap #2250.

Being the same premises described in the deed of Tilcon-Warren Minerals, Inc. to Tilcon Minerals, Inc., dated August 17, 1981 and recorded in the Cumberland County Registry of Deeds in Book 4942, Page 143.

RECEIVED
RECORDED REGISTRY OF DEEDS

1997 JUL 23 PM 12: 20

CUMBERLAND COUNTY

John B O'Brien

040522

MAINE SHORT FORM QUIT CLAIM DEED WITH COVENANT

TILCON MINERALS, INC., a Delaware corporation with a place of business in Portland, Cumberland County, Maine, for consideration paid, hereby grants to DEERING LODGE BUILDING CORP., a Maine corporation with a principal place of business in Portland, Cumberland County, Maine, with quit claim covenant, a certain lot or parcel of land with any buildings thereon situated in Portland, Cumberland County, Maine, being more particularly described on the attached Exhibit A.

The premises are conveyed subject to any easements and restrictions of record and include all rights, easements, and privileges pertaining thereto.

IN WITNESS whereof, the Grantor has caused this instrument to be signed and sealed this 18th day of July, 1997.

WITNESS:

TILCON MINERALS, INC.

[Handwritten signature]

BY: *[Handwritten signature]*
ITS: Treasurer

Anthony P. Germano
Type or print name

STATE OF Connecticut
Hartford County, SS New Britain

July 1997

Personally appeared the above-named Anthony P. Germano, Treas. of Tilcon Minerals, Inc. and acknowledged the foregoing to be his free act and deed in said capacity.

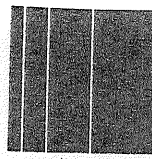
Before me,

[Handwritten signature]
Notary Public / Attorney-at-Law

Print Name: Pauline Davis
My commission expires: 10/31/98

SEAL

MAINE REAL ESTATE TAX PAID



Sebago Technics
Engineering & Planning for the Future

March 29, 1999
98630

Marge Schmuckal, Zoning Administrator
City of Portland
389 Congress Street
Portland, ME 04101

102 Bishop Street, Deering Lodge Post #183 - Minor Site Plan

Dear Marge:

Please find enclosed seven (7) copies of the Minor Site Plan Application for the Deering Lodge Post #183 building addition and parking lot. The property, located at 102 Bishop Street, is situated in three different zoning districts - Industrial Medium (IM), Residential 3 (R-3), and a very small corner in the Residential 5 (R-5) Zone. It is our understanding that a zone may be expanded by thirty feet into an adjacent zoning district if the zoning boundary splits the lot. Even with the expansion of the I-M Zone, the proposed addition of 4,200 square feet will fall entirely in the R-3 Zone.

Under Section 14-88(3) of the Portland Land Use Code for Conditional Uses within the R-3 Zoning District, the Planning Board shall be substituted for the Board of Appeals for reviewing and approving the conditional use of an institution such as a private club or fraternal organization.

The property consists of 1.45 acres and currently is the site of a one-story metal-sided building, 2,400 square feet in area which was the former Tilcon Paving office. Currently, about one-third of the site is paved for parking and circulation. Two curb cuts/entrances exist along the Bishop Street frontage which Deering Lodge intends to keep, but will shorten up to 24' and curb with granite.

The proposed site plan will provide 49 parking spaces, two sets of shoebox style lights, and a catch basin collection system for runoff. The drainage from the parking area and building will be directed to a proposed detention pond controlled by an outlet control structure. The building expansion will match the existing metal siding of the existing building and will connect to the existing water, electric and telephone services. The sewer service will be altered and connected to a lateral which was left for the site when the street was reconstructed in 1993. Additionally, a new gas service will be provided to the Lodge building and will be placed aside the new sewer connection.

March 29, 1999

The enclosed plans show new sidewalk and granite curbing along Bishop Street; however, the applicant is requesting a waiver of this requirement since the area is non-residential, sidewalks do not exist, and the street currently has no granite curbing on this section which was reconstructed just six years ago. The applicant has agreed to install granite radius curbing and heavy duty pavement at the entrances to protect the curbing from plowing and to meet the Industrial entrance standards.

The Brothers of Deering Post #183 are very eager to start construction as soon as possible. Their goal is to start construction by mid-May and to complete the site by mid-summer. Based on their anticipated schedule, they would appreciate being scheduled to meet with the Planning Board at its next available date to obtain both the conditional use in the R-3 Zone and waiver of the granite curb and sidewalk requirement. We feel that Deering Lodge #183 has provided a site plan and landscape plan which meet the City's requirements and match or exceed the appearance of other existing uses on the Bishop Street industrial corridor.

Please feel free to contact our office if you have any questions or concerns with this application or its timeframe.

Sincerely,

SEBAGO TECHNICS, INC.



James R. Seymour
Project Engineer

JRS:jc
Enc.

cc: John Caldwell - Deering Post #183

STORMWATER MANAGEMENT PLAN

**Deering Lodge Post #183
102 Bishop Street
Portland, Maine**

General

This Stormwater Management Plan has been prepared to evaluate the pre and post-development conditions associated with the construction of an addition of 4,200 square feet to an existing one-story building for Deering Lodge Post #183 on Bishop Street in Portland. The development proposal consists of a meeting facility within a 4,200 square foot building addition, with related access and parking improvements for 49 vehicles.

Site Characteristics

The project area is located on the site of the former Tilcon office facility. The development will occur to the south of their existing building. Current groundcover consists of impervious areas and grass lawn. The topography of the site is relatively gentle sloping easterly. Stormwater runoff generally drains easterly across the site, sheet flowing toward Bishop Street, and toward a wetland area to the southeast which eventually flows into the headwaters of the Capisic Brook.

Soils

The site consists of Belgrade and old fill. For the purpose of this stormwater analysis, a hydrologic soil group of "C" has been used which is consistent with Belgrade soils and fill sites.

Methodology

The stormwater runoff analysis has been developed in accordance with methodology outlined in "Urban Hydrology for Small Watersheds", Technical Release No. 55, USDA Soil Conservation Service and HydroCAD stormwater modeling system. The 2-year, 10-year and 25-year, Type III, 24-hour storm events were used for the analysis.

Watershed and Stormwater Analysis

Based upon the topographical information, three study points were analyzed for both the pre- and post-development conditions. The majority of the site drains southeasterly into a large wetland ravine just off the property. Due to the site's location atop a small hill, the remainder of the site drains to Bishop Street, flowing both easterly and westerly, and enters the street's storm drain system.

Watersheds 10 and 20 drain to the wetlands just off the property. Watershed 10 consists of the existing paved area east of the building and yard area. Watershed 20 consists of the west side yard and rear yard consisting of roof, pavement, grass and woods.

Watershed 30 is a small portion of paved parking lot and landscape area which drains northwesterly onto Bishop Street.

Watershed 40 drains a small portion of the existing eastern entrance and yard area onto Bishop Street where it drains easterly into the Bishop Street storm drain system.

The post-development analysis utilizes six subwatersheds. Watersheds 30 and 40 have very similar characteristics to the pre-development condition and simply have less area. Watershed 20 consists of approximately the same area as the pre-developed condition but, due to the removal of an existing paved area along the western side of the building, a slight reduction in the curve number representing a change in the surface condition has occurred. The proposed watershed will continue to sheet flow directly to the wetland as it currently does.

Watersheds 10, 11 and 12 compositely make up the same land area as the pre-developed condition Watershed 10. However, due to the development of parking lots, access lanes and new addition, the area was split into two watersheds to handle the drainage characteristics of the parking lot's catch basin and detention pond system. Watershed 12 consists of the easternmost corner of the site which has been least disturbed and continues to sheet flow off site to the natural wetland area.

Pond 10 is representative as the catch basin located closest to Bishop Street and connects into Pond 100 which represents the proposed detention pond. The detention pond will control all the 2-year, 10-year and 25-year design storms to their pre-developed conditions as modeled at the threshold of the wetlands. An easement will be obtained to drain and grade the abutting property to discharge flows into the wetland.

Stormwater Management

A detention pond with the capability to handle 4,500 cubic feet will be constructed along the southeasterly property boundary to collect runoff from the portion of the site to be developed. A two-stage outlet control structure will be utilized to maintain pre-developed flow rates onto the adjacent property consisting of wetlands for the 2-year, 10-year and 25-year storm events. In the event of a storm larger than the 25-year storm, an emergency spillway and overflow weir in the outlet control structure will allow stormwater to be outletted prior to exceeding the pond's storage volume.

Summary

The preceding evaluation has been prepared to address pre- and post-development stormwater management for the proposed Deering Lodge Post #183 meeting facility in Portland.

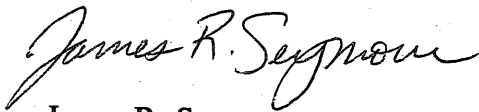
DEERING LODGE POST #183		102 BISHOP STREET					
STORMWATER SUMMARY							
3/29/1999							
PROJECT AREA		=1.45 AC					
WATERSHED AREA							
PRE-DEV.		AVG CN	ACRES	Tc min	PEAK RUNOFF RATES (CFS)		
					2YR	10YR	25YR
WS-10		81	0.75	11.20	0.93	1.96	2.46
WS-20		83	0.36	7.00	0.52	1.04	1.29
WS-30		91	0.11	0.90	0.26	0.44	0.53
WS-40		82	0.23	8.60	0.32	0.65	0.81
STUDY POINT #1					1.43	2.96	3.7
STUDY POINT #2					0.26	0.44	0.53
STUDY POINT #3					0.28	0.57	0.72
WATERSHED AREA							
POST-DEV		AVG CN	ACRES	Tc min	PEAK RUNOFF RATES (CFS)		
					2YR	10YR	25YR
WS-10		97	0.4	1.3	1.13	1.8	2.11
WS-11		88	0.42	3.1	0.91	1.66	2.01
WS-12		74	0.11	9.6	0.09	0.23	0.3
WS-20		78	0.35	13	0.35	0.78	1
WS-30		92	0.08	0.9	0.19	0.33	0.39
WS-40		80	0.17	0.9	0.25	0.52	0.65
STUDY POINT #1					1.41	2.5	3.36
STUDY POINT #2					0.19	0.33	0.39
STUDY POINT #3					0.2	0.43	0.54
NET CHANGE					-0.17	-0.71	-0.75

Stormwater runoff will be directed into a detention pond with a two stage outlet control structure and emergency spillway. This detention pond will maintain pre-developed rates of flow entering the off-site wetlands adjacent to the property.

Other drainage provisions include a specific grading plan and erosion control measures to be implemented throughout the construction cycle. The incorporation of these measures will minimize any adverse impacts on downstream properties due to the development of this project.

Prepared by:

SEBAGO TECHNICS, INC.



James R. Seymour
Project Engineer

JRS:jc
March 29, 1999

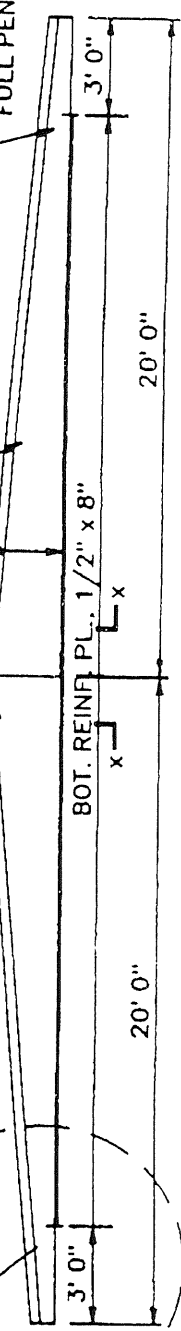


REFIN. LAST WITH 3/16 PLATE, FLUSH TO FLANGE ON UN-WELDED SIDE, AND WELD ALL AROUND, 1/8" FULL PEN. WELD

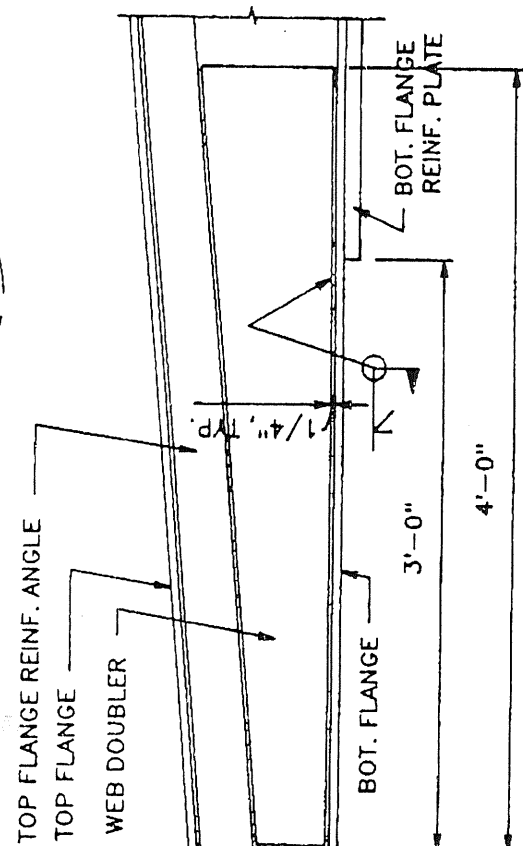
ANGLE, 3 1/2 x 3 1/2 x 1/4, EACH SIDE OF WEB, CONT.

WITH 3/16 PLATE, FIT AS SHOWN, BETWEEN FLANGES, UN-WELDED SIDE, AND WELD ALL AROUND, 1/8" FULL PEN. WELD

SEE DETAIL A



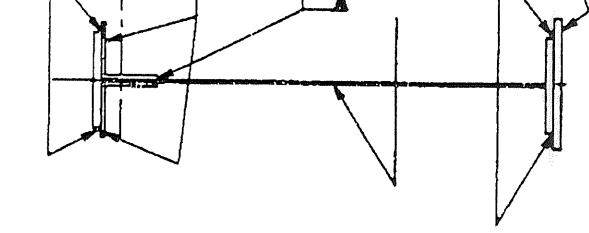
ELEVATION OF GIRDER



DETAIL A

3/16" = 1'-0"

ANGLE, 3 1/2 x 3 1/2 x 1/4, EACH SIDE OF WEB, CONT.



EXISTING TAPERED GIRDER

CONT. PL., 1/2" x 8", WELD TO BOT. FLGCE.

SECTION " X - X "

ANGLES AND REINFORCING PLATE SHALL BE ASTM A-529 STEEL, MIN. YIELD 42 KSI.
 WEB REINFORCING STEEL SHALL BE ASTM A-36 STEEL, MIN. YIELD 36 KSI.
 WELDING SHALL BE DONE BY CERTIFIED WELDERS ONLY; USE E-70 SERIES ELECTRODES

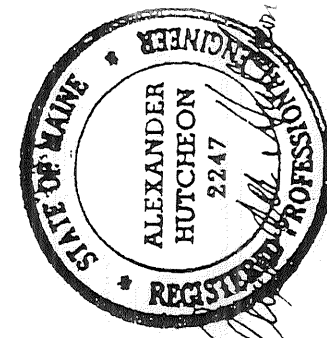
REINFORCE EXISTING GIRDER

DEERING LODGE ADDITION
 BISHOP ST. PORTLAND, ME.

ALEXANDER HUTTCHEON Associate Engineers

519 Congress Street
 APRIL 28, 1999

Portland, ME 04101
 (207) 774-0400
 Fax: (207) 774-0400



[Handwritten signature]
 4/28/99

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM**

19990039

I. D. Number

Deering Lodge Post 3183

Applicant

651 Forest Ave, Portland, ME 04101

Applicant's Mailing Address

Sebago Tech/Jim Seymour

Consultant/Agent

856-0277 **856-2206**

Applicant or Agent Daytime Telephone, Fax

3/30/99

Application Date

Bishop St (Lodge Addition)

Project Name/Description

102 Bishop St

Address of Proposed Site

293-C-003

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential
 Office Retail Manufacturing Warehouse/Distribution Parking Lot Other (specify)

4200 **1.45**
 Proposed Building square Feet or # of Units Acreage of Site

Zoning

Check Review Required:

- | | | | |
|--|---|--|--|
| <input checked="" type="checkbox"/> Site Plan
(major/minor) | <input type="checkbox"/> Subdivision
of lots _____ | <input type="checkbox"/> PAD Review | <input type="checkbox"/> 14-403 Streets Review |
| <input type="checkbox"/> Flood Hazard | <input type="checkbox"/> Shoreland | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification |
| <input checked="" type="checkbox"/> Zoning Conditional
Use (ZBA/PB) | <input type="checkbox"/> Zoning Variance | <input type="checkbox"/> Other _____ | |

Fees Paid: Site Plan **\$400.00** Subdivision _____ Engineer Review **\$284.00** Date **8/24/99**

Planning Approval Status:

Reviewer **Kandice Talbot**

- Approved **Approved w/Conditions** Denied
 See Attached

Approval Date **6/22/99** Approval Expiration **6/22/00** Extension to _____ Additional Sheets Attached

OK to Issue Building Permi **Kandice Talbot** **9/13/99**
 signature date

Performance Guarantee **Required*** Not Required

* No building permit may be issued until a performance guarantee has been submitted as indicated below

<input checked="" type="checkbox"/> Performance Guarantee Accepted	9/13/99 date	\$97,779.00 amount	9/13/00 expiration date
<input checked="" type="checkbox"/> Inspection Fee Paid	9/13/99 date	\$1,662.00 amount	
<input type="checkbox"/> Building Permit Issue	_____ date		
<input type="checkbox"/> Performance Guarantee Reduced	_____ date	remaining balance	signature
<input type="checkbox"/> Temporary Certificate of Occupancy	_____ date	<input type="checkbox"/> Conditions (See Attached)	
<input type="checkbox"/> Final Inspection	_____ date	signature	
<input type="checkbox"/> Certificate Of Occupancy	_____ date	signature	
<input type="checkbox"/> Performance Guarantee Released	_____ date	signature	
<input type="checkbox"/> Defect Guarantee Submitted	submitted date	amount	expiration date
<input type="checkbox"/> Defect Guarantee Released	_____ date	signature	

293-C-001

CITY OF PORTLAND
PLANNING AND URBAN DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: Mark Adelson, Housing and Neighborhood Services
FROM: Marge Schmuckal, Zoning Administrator
SUBJ: 102 Bishop Street - Pike Industries, Inc. - Noise complaint
DATE: July 2, 1998

Through the Manager's Office, we received a complaint from a person living off of Range Road that the daytime noises produced at Pike Industries, Inc. at 102 Bishop Street was bothersome, and too loud. On July 2, 1998, I took a series of sound tests that lasted over 1 minute each.

102 Bishop Street is located in an I-M Industrial Zone which sets the permissible sound level at seventy (70) dBA between the hours of 7:00 a.m. and 10:00 p.m. I took my readings between 1:45 p.m. and 2:10 p.m. The location of the readings was at the front property line by the left side of the front gate. I was able to include the noise of their product being dropped from overhead into awaiting trucks within the sound tests. It was my understanding that this was the offending noise. There were three readings in all. Two of the readings stabilized at a level between 66 and 67 dBA. The third reading stabilized at 66 dBA. These levels also included the back-up beeps of the dump trucks, as well as their down shifting. None of the recorded levels went above the 70 dBA maximum level. This complaint was determined not to be in violation of the ordinance.

The following is the pertinent data that encompassed the sound tests.

<u>Equipment used:</u>	Integrating impulse sound level meter type 2226 by Bruel & Kjaer
<u>Set meter to:</u>	A-weighting
<u>Set meter response to:</u>	"60s Leq"
<u>Calibration:</u>	N/A
<u>Meter batteries:</u>	3 AA Batteries
<u>Describe weather:</u>	82°, clear with a 5-7 mph wind gusting from the south
<u>Windscreen attached:</u>	Not available

Cc: Linda Pinard, Manager's Office
Councilor Harlow
✓ File

Sec. 14-252. Performance standards.

Uses in the I-M, I-Ma, and I-Mb zones shall meet the following standards:

(1) *Noise:*

a. *Definitions:*

- i. Tonal sounds are defined as sound waves usually perceived as a hum or whine because their instantaneous sound pressure varies essentially as a simple sinusoidal function of time.
- ii. Impulse sounds are defined as sound events characterized by brief excursions of sound pressure, each with a duration of less than one (1) second.

b. *Measurement:* Sound levels shall be measured with a sound level meter with a frequency weighting network manufactured according to standards prescribed by the American National Standards Institute (ANSI) or its successor body. Measurements shall be made at all major lot lines of the site, at a height of at least four (4) feet above the ground surface. In measuring sound levels under this section, sounds with a continuous duration of less than sixty (60) seconds shall be measured by the maximum reading on a sound level meter set to the A weighted scale and the fast meter response (L maxfast). Sounds with a continuous duration of sixty (60) seconds or more shall be measured on the basis of the energy average sound level over a period of sixty (60) seconds (LEQ₁).

c. *Maximum permissible sound levels:* The maximum permissible sound level of any continuous, regular or frequent source of sound produced by an activity shall be as follows:

- i. Seventy (70) dBA between the hours of 7:00 a.m. and 10:00 p.m.
- ii. Fifty-five (55) dBA between the hours of 10:00 p.m. and 7:00 a.m., as measured at or within the boundaries of any residential zone.

In addition to the sound level standards established above, all uses located within this zone shall employ best practicable sound abatement techniques to prevent tonal sounds and impulse sounds or, if such tonal and impulse sounds cannot be prevented, to minimize the impact of such sounds in residential zones.

d. *Exemptions:*

- i. Noises created by construction and maintenance activities between 7:00 a.m. and 10:00 p.m. are exempt from the maximum permissible sound levels set forth in subsection (4)c. of this section. Construction activities on a site abutting any residential use between the hours of 10:00 p.m. of one (1) day and 7:00 a.m. of the following day shall not exceed fifty (50) dBA.
- ii. The following uses and activities shall also be exempt from the requirements of subsection (4)c. of this section:
 - (a) The noises of safety signals, warning devices, emergency pressure relief valves, and any other emergency devices.

Applicant:

Date: 9/27/99

Address:

C-B-L: 293-C-1

CHECK-LIST AGAINST ZONING ORDINANCE

Date - Addition

Zone Location - I-m (front) R-3 - R-5 ^{addition}

Interior or corner lot -

Proposed Use/Work - 60' x 70' Addition to Deering Lodge Post

Sewage Disposal - city

Lot Street Frontage -

Front Yard - N/A

Rear Yard - 25' req - 40' + shown

Side Yard - ~~8'~~ 8' req - 25' shown

Projections -

Width of Lot -

Height - 15' -

Lot Area - 1.45 Acres. shown

Lot Coverage/ Impervious Surface - 75% max - ok

Area per Family - ~~2~~ N/A

Off-street Parking - \rightarrow 1mm pavement setback from lot boundaries = 10 feet

Loading Bays -

Site Plan - 19990039 -

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - W/A

Inspection Services
P. Samuel Hoffses
Chief



Planning and Urban Development
Joseph E. Gray Jr.
Director

CITY OF PORTLAND

Robert W. Libby
52 Scammon Street
South Portland, ME 04106

June 12, 1997

RE: 102 Bishop Street - IM zone - Fraternal Organization

Dear Mr. Libby,

I am in receipt of your letter dated May 29, 1997. Although a fraternal organization is not listed specifically as a permitted uses, it importantly is also not specifically listed as a prohibited use. Section 14-248 allows me to determine if it could be a permitted use by using performance based criteria for this zone. Although this is not an official determination (I technically can not make that determination until the time of application), my initial look at this use shows it to be consistent with the purposes of the IM zone. It appears to be a very low intensity use that would not negatively impact a nearby residential zone. Unless there are some significant changes in the manner of your proposed use, it appears that the use would be approved. I must remind you that all aspects of the IM zone shall be met at time of review and approval, such as parking, setbacks, etc.

Very Truly Yours,

Marge Schmuckal
Zoning Administrator/
Asst. Chief of Insp. Services

cc to: P. Samuel Hoffses, Chief of Inspection Services
Joseph Gray, JR., Dir. of Planning & Urban Dev.

293-C-001

ELECTRICAL PERMIT

City of Portland, Me.



#29

To the Chief Electrical Inspector, Portland Maine:
 The undersigned hereby applies for a permit to make electrical installations in accordance with the laws of Maine, the City of Portland Electrical Ordinance, National Electrical Code and the following specifications:

Date 1/11/0
 Permit # 6001713
 CBL# 293-C-001

SITE LOCATION: 102 Bishop St

OWNER Deering Ridge TENANT _____

						TOTAL EACH FEE		
OUTLETS	Receptacles		Switches		Smoke Detectors		.20	
FIXTURES	incandescent		fluorescent		Strips		.20	
SERVICES	Overhead		Underground		TTL AMPS	<800	15.00	
	Overhead		Underground			>800	25.00	
Temporary Service	Overhead		Underground		TTL AMPS		25.00	
							25.00	
METERS	(number of)						1.00	
MOTORS	(number of)						2.00	
RESID/COM	Electric units						1.00	
HEATING	oil/gas units		Interior		Exterior		5.00	
APPLIANCES	Ranges		Cook Tops		Wall Ovens		2.00	
	Insta-Hot		Water heaters		Fans		2.00	
	Dryers		Disposals		Dishwasher		2.00	
	Compactors		Spa		Washing Machine		2.00	
	Others (denote)						2.00	
	MISC. (number of)	Air Cond/win					3.00	
		Air Cond/cent			Pools		10.00	
		HVAC		EMS	Thermostat		5.00	
	Signs					10.00		
	Alarms/res					5.00		
	Alarms/com	2				15.00	30	
	Heavy Duty(CRKT)					2.00		
	Circus/Carnv					25.00		
	Alterations					5.00		
	Fire Repairs					15.00		
	E Lights					1.00		
	E Generators					20.00		
PANELS	Service		Remote		Main		4.00	
TRANSFORMER	0-25 Kva						5.00	
	25-200 Kva						8.00	
	Over 200 Kva						10.00	
TOTAL AMOUNT DUE								
MINIMUM FEE/COMMERCIAL 35.00						MINIMUM FEE	25.00	35.00

INSPECTION: Will be ready _____ or will call _____

CONTRACTORS NAME Cunningham Security MASTER LIC. # MC60017139
 ADDRESS 313 Read St 04103 LIMITED LIC. # _____
 TELEPHONE 878-5858

SIGNATURE OF CONTRACTOR [Signature]

ELECTRICAL PERMIT

City of Portland, Me.

293-C-001



UB

To the Chief Electrical Inspector, Portland Maine:
 The undersigned hereby applies for a permit to make electrical installations
 in accordance with the laws of Maine, the City of Portland Electrical Ordinance,
 National Electrical Code and the following specifications:

Date 2-1-00
 Permit # 85
 CBL# 293-C-001

SITE LOCATION: 102 BISHOP ST. PORTLAND.

OWNER DEERING LODGE TENANT _____

						TOTAL EACH FEE	
OUTLETS	Receptacles		Switches		Smoke Detectors		.20
FIXTURES	incandescent		fluorescent		Strips		.20
SERVICES	Overhead	1	Underground		TTL AMPS	<800	15.00
	Overhead		Underground			>800	25.00
Temporary Service	Overhead		Underground		TTL AMPS		25.00
METERS	(number of)						1.00
MOTORS	(number of)						2.00
RESID/COM	Electric units						1.00
HEATING	oil/gas units		Interior		Exterior		5.00
APPLIANCES	Ranges		Cook Tops		Wall Ovens		2.00
	Insta-Hot		Water heaters		Fans		2.00
	Dryers		Disposals		Dishwasher		2.00
	Compactors		Spa		Washing Machine		2.00
	Others (denote)						2.00
MISC. (number of)	Air Cond/win						3.00
	Air Cond/cent				Pools		10.00
	HVAC		EMS		Thermostat		5.00
	Signs						10.00
	Alarms/res						5.00
	Alarms/com						15.00
	Heavy Duty(CRKT)						2.00
	Circus/Carnv						25.00
	Alterations						5.00
	Fire Repairs						15.00
	E Lights						1.00
	E Generators						20.00
PANELS	Service		Remote		Main	2	4.00
TRANSFORMER	0-25 Kva						5.00
	25-200 Kva						8.00
	Over 200 Kva						10.00
						TOTAL AMOUNT DUE	
MINIMUM FEE/COMMERCIAL 35.00						MINIMUM FEE	25.00
						35.00	

INSPECTION: Will be ready _____ or will call

CONTRACTORS NAME MARC'S ELECTRIC 04105 MASTER LIC. # 16207
 ADDRESS 527 BLACKSTRAP RD. - FAL. LIMITED LIC. # _____
 TELEPHONE 707-7772 - PAGER 233-2332

SIGNATURE OF CONTRACTOR Marc Gagne

ELECTRICAL INSTALLATIONS

Permit Number _____

Location _____

Owner _____

Date of Permit _____

Final Inspection 7/29/20

By Inspector [Signature]

INSPECTION: Service 02/29/20 by [Signature]
Service called in 02/29/20
Closing-in _____ by _____

PROGRESS INSPECTIONS: _____ / _____ / _____
_____ / _____ / _____
_____ / _____ / _____
_____ / _____ / _____
_____ / _____ / _____

DATE:	REMARKS:

TOTAL AMOUNT DUE	MINIMUM FEE	PLANNING FEE/PERMIT
10.00	25.00	25.00
8.00	25.00	25.00
6.00	25.00	25.00
4.00	25.00	25.00
2.00	25.00	25.00
1.00	25.00	25.00

MARC'S ELECTRIC
2010 W. BROADWAY, SUITE 100
MILWAUKEE, WI 53212
TEL: 414-333-1111
FAX: 414-333-1112
www.marcs-electric.com

ELECTRICAL PERMIT

City of Portland, Me.



10

To the Chief Electrical Inspector, Portland Maine:
 The undersigned hereby applies for a permit to make electrical installations
 in accordance with the laws of Maine, the City of Portland Electrical Ordinance,
 National Electrical Code and the following specifications:

Date 12/29/99
 Permit # _____
 CBL# 293-C-001

SITE LOCATION: 102 BISHOP ST.

OWNER DEERING Lodge TENANT _____

							TOTAL EACH FEE		
OUTLETS	Receptacles	40	Switches	20	Smoke Detectors		.20	12.00	
FIXTURES	incandescent	20	fluorescent	60	Strips		.20	16.00	
SERVICES	Overhead		Underground		TTL AMPS	<800	15.00		
	Overhead		Underground			>800	25.00		
Temporary Service	Overhead		Underground		TTL AMPS		25.00		
							25.00		
METERS	(number of)						1.00		
MOTORS	(number of)						2.00		
RESID/COM	Electric units						1.00		
HEATING	oil/gas units		Interior		Exterior		5.00		
APPLIANCES	Ranges	1	Cook Tops		Wall Ovens		2.00	2.00	
	Insta-Hot		Water heaters		Fans		2.00		
	Dryers		Disposals		Dishwasher		2.00		
	Compactors		Spa		Washing Machine		2.00		
	Others (denote)						2.00		
MISC. (number of)	Air Cond/win						3.00		
	Air Cond/cent				Pools		10.00		
	HVAC	3	EMS		Thermostat		5.00	15.00	
	Signs						10.00		
	Alarms/res						5.00		
	Alarms/com						15.00		
	Heavy Duty(CRKT)	6					2.00	12.00	
	Circus/Carnv						25.00		
	Alterations						5.00		
	Fire Repairs						15.00		
E Lights						1.00			
E Generators						20.00			
PANELS	Service		Remote		Main		4.00		
							5.00		
TRANSFORMER	0-25 Kva						8.00		
	25-200 Kva						10.00		
	Over 200 Kva								
MINIMUM FEE/COMMERCIAL 35.00							TOTAL AMOUNT DUE		
							MINIMUM FEE	25.00	57.00

INSPECTION: Will be ready _____ or will call _____

CONTRACTORS NAME MARC'S ELECTRIC MASTER LIC. # 16207
 ADDRESS 527 BLACKSTRAP RD, FAL. LIMITED LIC. # _____
 TELEPHONE 797-7722

SIGNATURE OF CONTRACTOR Marc Gagne # 233-2332 (p9n)

BUILDING PERMIT REPORT

DATE: 19 Sept. 99 ADDRESS: 102 Bishop St. CBL: 293-C-001
 REASON FOR PERMIT: To Construct building addition and expand pkg. lot
 BUILDING OWNER: Deering Masonic Lodge # 183
 PERMIT APPLICANT: _____ Contractor Dahlgren Const. Inc
 USE GROUP A-3 CONSTRUCTION TYPE 2-C

The City's Adopted Building Code (The BOCA National Building Code/1996 with City Amendments)
 The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions are met: *1, *2, *3, *11, 21, *23, *27, *28, *29, *33, *35, *36, #31

Approved with the following conditions: _____

- X 1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
- X 2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection) **ALL LOT LINES SHALL BE CLEARLY MARKED BEFORE CALLING.**
- X 3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
- 4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' o.c. between bolts. (Section 2305.17)
- 5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
- 6. Precaution must be taken to protect concrete from freezing. Section 1908.0
- 7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
- 8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1996)
- 9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
- 10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
- X 11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2, M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 3e4" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0) - Handrails shall be on both sides of stairway. (Section 1014.7)
- 12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
- 13. Stair construction in Use Group R-3 & R-4is a minimum of 10" tread and 7 1/4" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
- 14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
- 15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)

16. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)
17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.) (Section 710.0)
18. The boiler shall be protected by enclosing with (1)hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)
19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 &19. (Smoke detectors shall be installed and maintained at the following locations):
 - In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements

In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2.

20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
21. The Fire Alarm System shall maintained to NFPA #72 Standard.
22. The Sprinkler System shall maintained to NFPA #13 Standard.
23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1996)
24. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
26. Ventilation shall meet the requirements of Chapter 12 Sections 1210.0 of the City's Building Code. (Crawl spaces & attics).
27. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. **No closing in of walls until all electrical (min.72 hours notice) and plumbing inspections have been done.**
28. All requirements must be met before a final Certificate of Occupancy is issued.
29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (the BOCA National Building Code/1996).
30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993). (Chapter M-16)
31. Please read and implement the attached Land Use Zoning report requirements. *See Attached*
32. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.5.3 of the City's Building Code.
33. Glass and glazing shall meet the requirements of Chapter 24 of the building code.
34. All signage, shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code 1996).
35. *Your application plans did not show specifications for structural loads. Before work starts all structural specifications shall be submitted to this office - Chapter 16 of the City's Building Code (The BOCA National Building Code /1996) is the criteria of loading -*
38. *Snow drifting appears to be a problem for the existing building.*

P. Samuel Hoffses, Building Inspector

cc: Lt. McDougall, PFD
Marge Schmuckal, Zoning Administrator

PSH 7/24/99

****On the basis of plans submitted and conditions placed on these plans any deviations shall require a separate approval.**

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

**Building or Use Permit Pre-Application
Attached Single Family Dwellings/Two-Family Dwelling
Multi-Family or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

NOTEIf 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 (include Portion of Building): <i>102 Bishop St., Portland, Me.</i>			
Total Square Footage of Proposed Structure <i>4200 SF</i>		Square Footage of Lot <i>63,070 SF</i>	
Tax Assessor's Chart, Block & Lot Number Chart# <i>293</i> Block# <i>C</i> Lot# <i>1</i>	Owner: <i>DEERING MASONIC LODGE #183</i>	Telephone#:	
Owner's Address: <i>102 Bishop St. Portland, Me</i>	Lessee/Buyer's Name (If Applicable)	Cost Of Work: <i>\$174,967.50</i>	Fee: <i>\$1074</i>
Proposed Project Description: (Please be as specific as possible) <i>Building addition and parking lot expansion.</i>			
Contractor's Name, Address & Telephone <i>Dahlgren Const. Inc. 412 Route 1 Yarmouth, Me (207) 846-3505</i>			Rec'd By
Current Use: <i>Vacant</i>		Proposed Use: <i>Lodge Hall</i>	

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must Include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan/Site Plan

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

4) Building Plans

Unless exempted by State Law, construction documents must be designed by a registered design professional.

A complete set of construction drawings showing all of the following elements of construction:

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

Certification

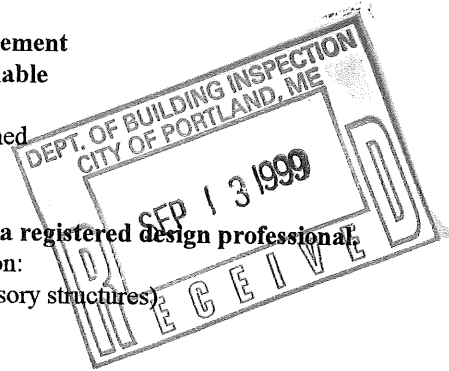
I hereby certify that I am the Owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, 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: <i>John Caldwell BUILDING CORP. PRESIDENT - DEERING #183</i>	Date:
--	-------

Building Permit Fee: \$30.00 for the 1st \$1000. cost plus \$6.00 per \$1,000.00 construction cost thereafter.

Additional Site review and related fees are attached on a separate addendum

Bob Libby @ 879-4533



Inspection Services
Michael J. Nugent
Manager



Department of Urban Development
Joseph E. Gray, Jr.
Director

CITY OF PORTLAND

congratulations!!!!!!

**Building or Use Permit Application
Attached Single Family Dwellings/Two-Family Dwelling
Multi-Family or Commercial Structures and Additions Thereto**

As an applicant for a building permit, you are about to enter into a relationship with our Office. We welcome any questions, comments or suggestions that will make the process more efficient. Attached you will find an application and some samples of the submissions you will provide at application time. Please read **ALL** of the information and if you need any further assistance please call 874-8703 or 874-8693.

Minor or Major site plan review will be required for the most of the above proposed projects.

