

# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes. If Any Attached

PERMITS USE  
CITY OF PORTLAND

Permit Number: 140326

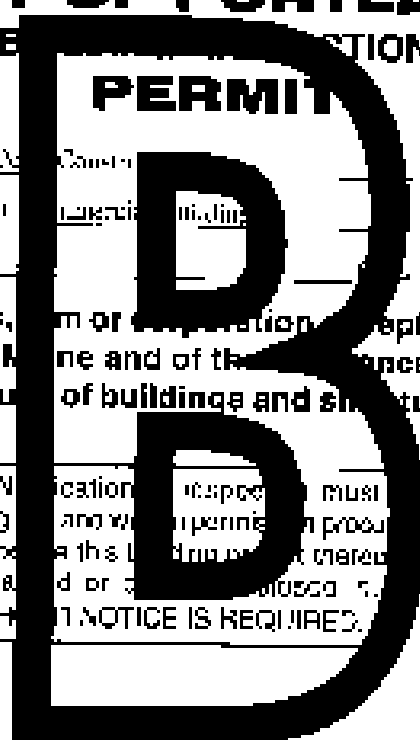
This is to certify that 1059 Riverside Pl. Handy Dwy Contractor

has permission to Construct New 25000 sq. ft. building

at 1059 Riverside St.

331 441133

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



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

Notification of response must be given and when permit is produced before the building work is started or construction is commenced. **HOLD NOTICE IS REQUIRED.**

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

### OTHER REQUIRED APPROVALS

- Fire Dept. [Signature]
- Health Dept. \_\_\_\_\_
- Appeal Board \_\_\_\_\_
- Other \_\_\_\_\_

[Signature]  
City of Portland, Department of Planning

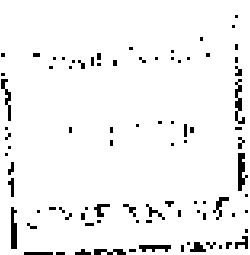
PENALTY FOR REMOVING THIS CARD

**City of Portland, Maine - Building or Use Permit Application**  
 389 Congress Street, 04101 Tel: (207) 874-8702, Fax: (207) 874-8716

APR 18 2014

<b>Permit No:</b> 14-0379		<b>Issue Date:</b> 04/18/14		<b>City:</b> 01 2001001	
<b>Location of Construction:</b> 1039 Riverside St		<b>Owner Name:</b> 1039 Riverside LLC		<b>Owner Address:</b> 400 Park St <b>Phone:</b> 207 797 6066	
<b>Business Name:</b> n/a		<b>Contractor Name:</b> Hardy Pond Construction		<b>Contractor Address:</b> 45 Hedgecroft Rd Westbrook <b>Phone:</b> 207 797 8978	
<b>License/Buyer's Name:</b> n/a		<b>Phone:</b> n/a		<b>Permit Type:</b> Commercial <b>Zone:</b> 100	
<b>Proposed Use:</b> Vapour Bar		<b>Proposed Use:</b> Construct New 25000sq.ft. Commercial Building. <i>Body # 5 - 13 Washin Water</i>		<b>Permit Fee:</b> \$7,620.00 <b>Cost of Work:</b> \$517,000.00 <b>CDM District:</b> 5	
<b>Proposed Project Description:</b> Construct New 25000 sq. Ft. Commercial Building		<b>Permit Status:</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		<b>INSPECTIONS:</b> <input checked="" type="checkbox"/> Pre-Start <input checked="" type="checkbox"/> Final <i>100</i>	
		<b>Signature:</b> <i>[Signature]</i>		<b>Signature:</b> <i>[Signature]</i>	
		<b>PERMISSION ACTIVITIES DISTRICT BOARD</b>		<b>Author:</b> <input type="checkbox"/> Approval <input type="checkbox"/> Approval w/Conditions <input type="checkbox"/> Denied <b>Signature:</b> _____ <b>Date:</b> _____	

<b>Permit Taken By:</b> DC		<b>Date Applied For:</b> 12/18/2013		<b>Zoning Approval</b>	
1. This permit application does not preclude the Applicant 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 60 (60) months of the date of issuance by a contractor or may require a building permit to stop all work.		<b>Special Zone or District:</b> <input type="checkbox"/> Standard <input type="checkbox"/> Historic <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Special # 2003-0223 <input checked="" type="checkbox"/> Minor (MM)		<b>Zoning Appeal:</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Re-zoning <input type="checkbox"/> Approval <input type="checkbox"/> Denied	
		<b>Date:</b> <i>5/16/14</i>		<b>Home Protection:</b> <input checked="" type="checkbox"/> No new or additional work <input type="checkbox"/> New Net Construction <input type="checkbox"/> Repairs/Restoration <input type="checkbox"/> Approval <input type="checkbox"/> Approval w/Conditions <input type="checkbox"/> Denied	



**CERTIFICATION**

I hereby certify that I am the owner of record of the above 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 an 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 professional responsibility shall have the authority to enforce the laws of the city or state or any applicable federal or state laws or regulations applicable to such work.

<b>SIGNATURE OF APPLICANT</b>	<b>ADDRESS</b>	<b>DATE</b>	<b>PHONE</b>
<b>RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE</b>		<b>DATE</b>	<b>PHONE</b>

**City of Portland, Maine - Building or Use Permit**

399 Congress Street, 04101 Tel: (207) 874-8700, Fax: (207) 874-8716

Permit No: 14-10573	Time Applied For: 04/08/2004	CHL: 431 A001001
------------------------	---------------------------------	---------------------

Location of Construction: 1639 Riverside St	Owner Name: 1639 Riverside Llc	Owner Address: 441 East St	Phone: 207-797-6000
Business Name: na	Contractor Name: HollyPort Construction	Contractor Address: 43 Bridgton Rd. Westbrook	Phone: (207) 797-6000
License/Type's Name: na	Phone: na	Permit Type: Construction	

Proposed Use: Construct New 2500sq.ft. Commercial Building.	Proposed Project Description: Construct New 25000 sq. ft. Commercial Building.
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Dept: Zoning      Status: Approved with Conditions      Reviewers: Marge Scherckel      Approval Date: 05/06/2004

Notes: 4/20/04 given back to Karen - no approved fire plan yet - emailed Kandl      OK to Issue:   
5/5/04 received stamped site plan from Kandl  
THIS IS BUILDING ONLY

- 1) This approval is for building 45 J. Weston Watch only. Separate permits shall be required for the other building purposes.
- 2) Separate permits shall be required for any new signage.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting any work.

Dept: Building      Status: Approved      Reviewers: Mike Nugent      Approval Date: 07/18/2007

Notes:      OK to Issue:

Dept: Fire      Status: Approved with Conditions      Reviewers: J.L. MacDougal      Approval Date: 05/06/2004

Notes:      OK to Issue:

- 1) fire ratings, washers shall be installed in accordance with NFPA 10 standards
- 2) the sprinkler system and fire alarm system shall be tested to the appropriate standard and the results shall be submitted to the Portland Fire Department
- 3) the fire alarm system shall be approved by the Portland Fire Department
- 4) the sprinkler system shall be installed in accordance with NFPA 13 standards

Dept: Engineering      Status: Approved      Reviewers: Emily      Approval Date: 01/21/2004

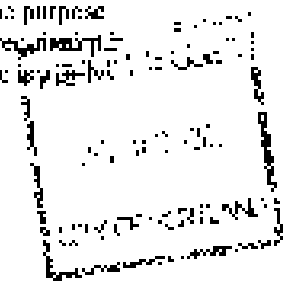
Notes: PUBLIC WORKS ENGINEERING REVIEW...10/23/03      OK to Issue:

I have reviewed the plans and application dated 02/20/03 and offer the following comments:

1. The plans need to quantify the firm's disturbance and excavation within Riverside Street, for the purpose of installing utilities and grade curbing. Further, the plans need to specify the pavement repairs required by the City's Street Opening Ordinance, Riverside Street, between Weston Avenue and Forest Avenue, year-maintenance street.

PUBLIC WORKS ENGINEERING REVIEW...1/21/04

The applicant has revised the plans to the satisfaction of my Public Works review



Dept: Fire      Status: Approved with Conditions      Reviewers: J. MacDougal      Approval Date: 05/06/2004

Notes:      OK to Issue:

Location of Construction: 1059 Riverside Dr	Owner Name: 1059 Riverside LLC	Owner Address: 340 First St	Phone: (207) 797-6060
Business Name: n/a	Contact Name: HardyPond Construction	Contractor Address: 45 Building on Mt. West Street	Phone: (207) 797-6066
Lessee/Buyer's Name: n/a	Phone: n/a	Permit Type: Commercial	

1) additional hydrant services need approval

Dept: DRC      Status: Approved with Conditions      Reviewer: Sebana Lecomte      Approval Date: 02/11/2014  
 Note:      Ok to Issue:

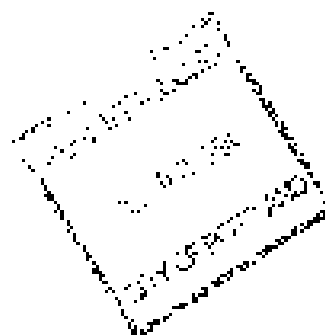
1) see Planning conditions

Dept: Planning      Status: Approved with Conditions      Reviewer: Karsti Talbo      Approval Date: 02/10/2014  
 Note:      Ok to Issue:

- 1) c. That the applicant provide foundation, planings and for the proposed buildings and that the City Architect review and approve the accessions plan prior to issuance of a building permit. A detail of the dumpster enclosure will be submitted to staff for review and approval.
- 2) w. That the review of the project does not include the future expansion of buildings and any expansion shall be reviewed and approved by the Planning Authority.
- 3) m. That elevations of all sides of the buildings showing facade material shall be submitted for review and approval by staff prior to issuance of a building permit.
- 4) k. That the condominium documents be provided to staff for review and approval by City prior to issuance of a building permit.
- 5) i. That the plans be revised in accordance with the Development Review Coordinator's memo dated February 6, 2014 to be reviewed and approved by the Development Review Coordinator.

Comments:

487904-pp: \$24.00 fee credit for hardypont' 7/0



# BUILDING PERMIT INSPECTION PROCEDURES

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

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

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

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

**Pre-construction Meeting:** Must be scheduled with your inspection team upon receipt of this permit. Jay Reynolds, Development Review Coordinator at 874-8632 must also be contacted at this time, before any site work begins on any project other than single family additions or alterations.

**Footing/Building Location Inspection:** Prior to pouring concrete

**Re-Bar Schedule Inspection:** Prior to pouring concrete

**Foundation Inspection:** Prior to placing ANY backfill

**Framing/Rough Plumbing/Electrical:** Prior to any insulating or drywalling

**Final/Certificate of Occupancy:** Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

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

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

**CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED**

*[Signature]*  
Signature of Applicant/Designee

Date

*[Signature]*  
Signature of Inspections Official

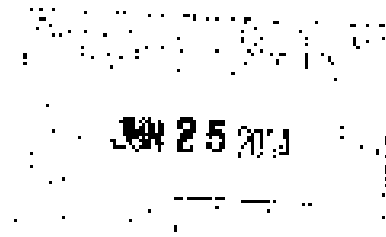
Date

CBL: 331A001

Building Permit #: 040379

**L & L STRUCTURAL**  
ENGINEERING SERVICES, INC.  
5x G Street  
South Portland, ME 04106  
Phone: (207) 767-4630  
Fax: (207) 769-5137

June 24, 2004



Bob Gaudreau  
Hardypond Construction, Inc.  
1039 Riverside Street - Suite 11  
Portland, Maine 04103

Subject: Office & Warehouse for J. Weston Walsh

Dear Mr. Gaudreau:

We are writing to respond to the memo from the City of Portland dated June 11, 2004.

- Item 1f: The building has been design for flat roof snow loading & drifting snow loads. Since the roof pitch is almost flat there is no sliding snow. The drifting snow loading was also verified on the roof drawings.
- Item 1g: The steel elevations are given on the structural drawings and noted as (1'-X'-XX"). Two different roof levels were connected together with the vertical columns. The elevations were verified on the shop drawings.
- Item 1b: We have requested this information approximately 1 1/2 weeks ago. To date we have not received this information. We understand you will call the steel fabricator to obtain this information. The steel certification also needs to be sent to our office.
- Item 2: For the lateral design we used the Equivalent Lateral Force Procedure (1610.4) as indicated in the DESIGN LOADS note 4b on drawing S01.

J. Weston Walsh  
June 24, 2004  
Page 2

If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

L&L Structural Engineering Services, Inc.

A handwritten signature in black ink that reads "Mark F. Leasure". The signature is written in a cursive style with a horizontal line at the end.

Mark F. Leasure, P.E.  
President

CC: VAC

June 24, 2004 DOOR SCHEDULE( Based on May 17, 2004 Issue)**J. WESTON WALCH PROJECT - 1030 REVERSIDE STREET,  
PORTLAND, MAINE ( John H. Leasure Architect, Inc.)****Glass and Aluminum door and frame w/ push-pull hardware,  
closer and keylock.****1 pr. - 2 - 3****Class B , 1 hr door, w/ panic hardware and keylock w/ closer,  
Vision panel, HM Door and Frame.****30 -36 - 41 - 42 - 43 HM ; 34 - 36 - flush birch****Class B, 1 hr door, 3/8 x 7/0 HM door and frame with closer  
37 pr.****Solid Core Birch w/ HM frame and slide/lite w/ privacy latch****4 - 5 - 6 - 7 - 8 - 9 - 10 - 15 18 - 19 - 22 - 23 - 24 - 26 - 27 - 28 - 29 - 31****Solid Core Birch with HM frame, passage hardware****12 - 13 - 14 - 16 - 17 - 29 ( Dr 17 - 32- provide locksets)****Solid Core Birch w/ HM frame, passage set w/ closer****33 - 35****Solid Core Birch , w/ privacy latch****20****Pr 3/0 x 7/0 HM doors and frame w/ keylock****37****Pr 3/0 x 7/0 Solid Core Birch w/ nok active, lever handles, closers  
and hold open device****11****Bifold , Birch Faced, w/ pull handles****21****Solid Core Birch, w/ HM frame and privacy latch****25****Note:****Fire suppression system will NOT extend into enclosed ceiling  
areas. Fire Blocking system between USE GROUPS will be  
implemented , i.e. all 1 hr - 5/8" firecode shootrock wall systems  
will be taped, sealed and neatly caulked including all pipe and  
vent penetrations.**





# JOB SCHEDULE

ARCH	MARK NO.	QUANTITY	LOCATION	FRAME DATE				DOOR DATA			REMARKS	
				REBAR	FORM	FORM	FORM	DOOR TYPE	SWING	HORIZ. ELEVATION		
				FORM	FORM	FORM	FORM					
	24		CONCRETE	30 70	30 70	30 70	30 70	SCS	RA	LM	2	
	25			30 70	30 70	30 70	30 70	"	"	RH	2	
	26			30 70	30 70	30 70	30 70	"	"	LM	2	
	27			30 70	30 70	30 70	30 70	"	"	RH	2	
	28			30 70	30 70	30 70	30 70	"	"	RH	2	
	29			30 70	30 70	30 70	30 70	"	"	RH	2	
	30			30 70	30 70	30 70	30 70	"	"	RH	2	
	31			30 70	30 70	30 70	30 70	"	"	RH	2	
	32			30 70	30 70	30 70	30 70	"	"	RH	2	
	33			30 70	30 70	30 70	30 70	"	"	RH	2	
	34			30 70	30 70	30 70	30 70	"	"	RH	2	
	35			30 70	30 70	30 70	30 70	"	"	RH	2	
	36			30 70	30 70	30 70	30 70	"	"	RH	2	
	37			30 70	30 70	30 70	30 70	"	"	RH	2	
	38			30 70	30 70	30 70	30 70	"	"	RH	2	
	39			30 70	30 70	30 70	30 70	"	"	RH	2	
	40			30 70	30 70	30 70	30 70	"	"	RH	2	
	41			30 70	30 70	30 70	30 70	"	"	RH	2	
	42			30 70	30 70	30 70	30 70	"	"	RH	2	
	43			30 70	30 70	30 70	30 70	"	"	RH	2	

JOB NAME: J. WILSON W/FLOW

Drawn: \_\_\_\_\_ Date: \_\_\_\_\_

No. of Pages: \_\_\_\_\_ By: \_\_\_\_\_

VCT Floorable  
Water Permeable

MANUFACTURING SPECIFICATIONS	US	METRIC
Style	Essence™ Designer Floorable™	
Construction	Composed of a clear (organic), 11.6% (throughput), and pigments of a organic binder portion containing vinyl resins, pigments, additives, and 10% of a clear recycled vinyl acetate. The inorganic portion is natural limestone.	
Size	12' x 12'	305mm x 305mm
Grout	1/8"	3.2mm
Package Count	45/can	
Shipping Weight	Average 65 lbs. per carton	Average 29.5 kg. per carton
Static Load Limit	25 psi	5.18 kg/cm <sup>2</sup>
ASTM Specification (F-1066)	Class 2	
Federal Specification (SS-E-3128) (1)	Type IV, Composition 1	
Canadian Specification (CGMC CSA-A-136.1)	YCI Type A	
Flooring Resilient Panel Test (ASTM E-648)	Passes (Class 1)	
Flame Spread (ASTM E-84)	Passes	
N.B.S. Smoke-Chloride Test (ASTM E-662)	<45% (Harring, None)	
MIL (STD 1623C)	Passes	
Installation Adhesive	Marrington V-11 / 200 R gel	

- Limited Five Year Commercial Warranty
- Color and pattern shown through the thickness of the tile.
- Meets the slip resistance of the Anaflex® with DimpleDuo Adh for a slip coefficient of friction as manufactured.
- Marrington Commercial YCI is not recommended for use in hospital operating rooms, commercial kitchens, entrance areas, or in areas for routine debris disposal.
- YCI is not recommended in commercial areas where the constant temperature is above 100° F (38° C) or below 35° F (1° C).
- Mixed surfaces directly on concrete or slabs (whether on or below grade) is unsatisfactory for VCT installation.
- Due to new floor selection and requirements, schedule may result significant variation in cost of performance.
- Specifications are based on averages from normal manufacturing tolerances. Such variations do not affect product performance.
- This product is intended solely for use as an indoor floor covering and is not recommended or sold for any other purpose.
- The floor must be installed over a prepared, rigid, and stable substrate following trademarked instructions.
- These designs are copyrighted by Marrington Mills, Inc. © Marrington Mills, Inc. 2002.

**ARCHITECTURAL SPECIFICATIONS**

Product Specifications: All items shown in the Finish Schedule as listed in this specification shall be Marrington Commercial Lusterlok™ and/or Designer Floorable™, manufactured in the USA by Marrington Mills, Inc. (Marrington Mills, New Jersey, 08075, Color number \_\_\_\_\_ (Name number). The product shall be of homogeneous construction, one and one-half percent recycled vinyl mineral as a percentage of the product composition. The product shall have an overall grout of 1/8" (3.2 mm) nominal, and be available in a 12' x 12' (305 mm x 305 mm) nominal size. The final composition file shall be manufactured in accordance with ASTM Specification F-1066, Class 2 (throughput), or become Specification 38-413N(1) as a Type IV, Composition 1 product and shall be color stable. The product shall have a slip resistance of minimum against manufacturing defects. The adhesive shall be Marrington Commercial V-11 Premium Latex Adhesive. Installation shall be in accordance with the Marrington Professional Installation Guide.

For information or details on our nationwide network of our Technical Service Department or 1-800-271-2262, or Marrington Commercial Floor On Demand at 1-800-800-835. Or visit our website at [www.marrington.com](http://www.marrington.com).

MARRINGTON  
COMMERCIAL

## Statement 26 #Q8405

### SPECIFICATIONS

Construction:	Tufted Loop Pile
Fiber:	Queen Solution Dyed Nylon
Yarn Ply:	3 Ply
Tufted Yarn Weight:	26 oz. / sq. yd.
Dye Method:	Solution Dyed
Gauge:	1/10
Tufted Pile Height:	.156
Finished Pile Density:	.140
Stitches Per Inch:	10.65
Primary Backing:	Woven Polypropylene
Secondary Backing:	AcronBac <sup>®</sup>
Total Weight:	62 oz. cu. yd.
Density:	6.634
Density Weight:	173,929
Width:	12 ft.

### PHYSICAL TESTING

ASTM E - 648 (Rugmark Panel)	Class I
NBS Smoke Chamber Test	Less than 450 (Flaming)
Static Propensity	Less than 3.5 KV

Product specifications are derived from averages resulting from normal manufacturing tolerances in yarn, fiber, temperature, humidity and color, and may vary within normal industry tolerances. Performance is not affected by such variations.

As in all quality carpets, colors are subject to dye lot variations.

### WARRANTY - QUEEN TEN YEAR WEAR

## Statement 28 #Q8406

### SPECIFICATIONS

Construction:	Tufted Loop Pile
Fiber:	Queen Solution Dyed Nylon
Yarn Ply:	3 Ply
Tufted Yarn Weight:	29 oz. / sq. yd.
Dye Method:	Solution Dyed
Gauge:	1/10
Tufted Pile Height:	.156
Finished Pile Density:	.149
Stitches Per Inch:	11
Primary Backing:	Woven Polypropylene
Secondary Backing:	AcronBac <sup>®</sup>
Total Weight:	64 oz. cu. yd.
Density:	6.765
Density Weight:	189,423
Width:	12 ft.

### PHYSICAL TESTING

ASTM E - 648 (Rugmark Panel)	Class I
NBS Smoke Chamber Test	Less than 450 (Flaming)
Static Propensity	Less than 3.5 KV

Product specifications are derived from averages resulting from normal manufacturing tolerances in yarn, fiber, temperature, humidity and color, and may vary within normal industry tolerances. Performance is not affected by such variations.

As in all quality carpets, colors are subject to dye lot variations.

# FIRESTONE CODE APPROVAL GUIDE

Abbreviated Version

## RUBBERGARD

# Firestone

BUILDING PRODUCTS COMPANY

DELTA ROOFING  
1039 RIVERSIDE STREET, SUITE 1  
PORTLAND, ME 04103

J. WESLEY WALSH, PUBLISHING  
1039 RIVERSIDE ST  
PORTLAND, ME

C/O HARDY POND CONSTRUCTION  
- BOB GUARDIAN

#04-2942  
Garage Make. 11/26/14/95

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FIRESTONE EPDM CODE APPROVAL GUIDE  
(All-released version)

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DELTA ROOFING  
1039 Riverdale Street, Suite 1  
Portland, ME 04103

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2. EXTERNAL FIRE RATINGS

All regional building codes and most local building code officials require that roofing systems meet minimum performance requirements when exposed to external fire sources. The accepted method for measuring external fire resistance is ASTM Standard E-108. This test standard, and closely related standards such as Underwriters Laboratories UL-74C and Uniform Building Code 15-2, are used to determine the ability of a roof system to hinder the horizontal spread or vertical penetration of an external fire source.

Noncombustible Roof Decks (Steel, Concrete, Plastered Gypsum) require testing for horizontal spread of flame.

Combustible Roof Decks (Wood, Plywood, Insulation) require testing for both horizontal spread and vertical penetration of flame.

ASTM E-108, UL-74C and UL-74C-2 All classified roof covering assemblies fall into one of the three following categories:

- CLASS A: "... Includes roof coverings which are effective against severe fire exposures. . ."
- CLASS B: "... Includes roof coverings which are effective against moderate fire exposures..."
- CLASS C: "... Includes roof coverings which are effective against light fire exposures. . ."

For insulated assemblies over non-combustible roof decks, any classified roofing assembly may be installed over a new roof deck, an existing roof deck or over an existing roofing assembly. Underwriters Laboratories states that "any classified roofing system may be applied over a pre-existing roof system (Class A, B, C, verifiable or not) of the same deck type and established for that roof the classification of the new system". Also, an assembly classified over a combustible deck may be installed over an existing non-combustible deck and establish for the assembly the rating of the new system. A non-combustible deck rated assembly must be tested and classified over a combustible deck in order to obtain the desired classification of the new assembly. Total insulation thickness of combined existing and new roofing systems may not exceed the total maximum allowable for the new roofing system, and non-insulated systems are not intended for use over insulated systems.

The size of roof covering required by each regional building code varies upon many factors, including the use and location of the building and the type of construction. The local building authority should always be consulted as to what the roofing assembly classification will need to be for each roofing project.

It should be noted that these classifications apply to roofing assemblies, and NOT the roofing membrane. A roofing membrane that is classified as part of a Class A assembly when installed over a particular insulation may not qualify as part of a Class A assembly with another insulation.

ASTM E-108 testing referenced in this Approval Guide was conducted by United States Testing Company, Los Angeles, California. US Testing is recognized as a certified ASTM E-108 testing facility by all national building code organizations.

The column titled "UL Item Number" in the following listings has been added as a service to those who have the UL Building Materials Directory. It identifies the UL listing from which our Code Approval Guide listing derives (e.g. "A, FA 23" means Class A, Fully Adhered, Item number 23; "B, MA, 04" means Class B, Mechanically Attached, Item Number 04, etc.).

\* From Underwriters Laboratories Roofing Materials and Systems Directory, January, 1999, P.1.

DELTA ROOFING  
 1088 Riverdale Street, Suite 1  
 Portland ME 04103



FIRESTONE RUBBER GUARD  
 EPDM Roofing Systems

March 2000  
 Installation Guide at [www.firestonerubber.com](http://www.firestonerubber.com)

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**Fully Adhered .046 or .050 LS-FR RubberGard System  
(adhered w/BA-2004 or WBBA)**

Deck	Max Slope	Rating	Assembly	Remarks	UL Item #
NC	24	A	Insulation: Firestone FibreTop 3.0 G or 5 (min. 1.25) over Firestone ISO 95+ GL any thickness		A, FA, 28
NC	12	A	Insulation: Firestone ISO 95+ GL any thickness		A, FA, 28
C	24	A	Insulation: Firestone FibreTop 3.0 G or 5 (min. 1.25) over Firestone ISO 95+ GL any thickness Semi Board min. 1/4" Georgia Pacific "Dura-Deck"	see UL FA header	A, FA, 28
U	12	A	Insulation: Firestone ISO 95+ GL any thickness over Semi Board min. 1/4" Georgia Pacific "Dura-Deck"	see UL FA header	A, FA, 28

**Fully Adhered .045 or .060 FR RubberGard System  
(adhered w/BA-2004 or WBBA)**

Deck	Max Slope	Rating	Assembly	Remarks	UL Item #
NC	2-12	A	Insulation min. 1" Georgia Pacific "Dura-Deck" over Firestone ISO 95+ GL any thickness		A, FA, 28
FC	2	A	Insulation: Firestone FibreTop 5.0 G or 5 (min. 1.25) over Firestone ISO 95+ GL any thickness		A, FA, 15
NC	-	A	Insulation: Firestone ISO 95+ GL any thickness		A, FA, 09

**Fully Adhered .045 or .060 RubberGard MAX Systems  
(adhered w/ BA-2004 or WBBA)**

Deck	Max Slope	Rating	Assembly	Remarks	UL Item #
NC	1-18	A	Insulation: Firestone FibreTop 3.0 G or 5 (min. 1.25) over Firestone ISO 95+ GL any thickness		A, FA, 127
C/NC	1-12	A	Insulation: min. 1" Georgia Pacific "Dura-Deck" over Firestone ISO 95+ GL any thickness	see UL FA header	A, FA, 28
NC	1-2	A	Insulation: Firestone ISO 95+ GL any thickness		A, FA, 128
C	1-12	A	Insulation: Firestone FibreTop 3.0 G or 5 (min. 1.25) over Firestone ISO 95+ GL any thickness Semi Board min. 1/4" Georgia Pacific "Dura-Deck"	see UL FA header	A, FA, 127
C	1-2	A	Insulation: Firestone ISO 95+ GL any thickness over Semi Board min. 1/4" Georgia Pacific "Dura-Deck"	see UL FA header	A, FA, 128

DELTA ROOFING  
1039 Riverside Street, Suite 1  
Portland, ME 04103



P 4 of 9



# FIELDSTONE

Welding and Fabrication  
P.O. Box 897  
Yarmouth, Me 04096

Phone and Fax (207) 629-2800

## Fax

To: BOB From: PAUL  
 Fax: \_\_\_\_\_ Page: 11 TOTAL  
 Printed: \_\_\_\_\_ Date: 6/24/05  
 Run: \_\_\_\_\_ CC: \_\_\_\_\_

- Urgent     For review     Witness Comment     Please Reply     Please Recycle

\* Comments:

TEST OF SUITS - CERTIFICATE OF  
COMPLIANCE FOR STEEL ON QUESTIONS  
UNDER ASMR.  
PAUL'S MEASUREMENTS SHOWS  
THAT'S SHOW THAT HIS IS FIRED BUT  
HE HAS HIS VIEW OUT ON HAND.  
I F. YOU NEED HIS VIEW OUT ASK PAUL  
FOR A COPY.

THANK YOU

PAUL







Lynch Inv. 9/38

YORK JUNE AND STEEL

E. 217

YORK JUNE AND STEEL CORPORATION  
ONE DEAN BURNETT PLACE  
MORTON, PA 15067  
TEL: 412-285-0011 FAX: 412-285-0199

YORK JUNE AND STEEL CORPORATION

DATE SHIPPED: 08/25/84  
BILL #: 110400  
P.O. #: 025107  
SALES ORDER #: 111008

Bill to:  
Ship to:

03492

Description	Dimensions	YIELD STRENGTH	TENSILE STRENGTH	Specifications
200 Square Tubing	1.3150 x 1.3150 x .048	70,000	78,000	ASTM A 500 B/C
200 Square Tubing	1.3150 x 1.3150 x .048	70,000	78,000	ASTM A 500 B/C
200 Square Tubing	1.3150 x 1.3150 x .048	70,000	78,000	ASTM A 500 B/C
200 Square Tubing	1.3150 x 1.3150 x .048	70,000	78,000	ASTM A 500 B/C
200 Square Tubing	1.3150 x 1.3150 x .048	70,000	78,000	ASTM A 500 B/C
200 Square Tubing	1.3150 x 1.3150 x .048	70,000	78,000	ASTM A 500 B/C

Heat Number	General Analysis												
	C	Mn	P	S	Si	Cr	Ni	Al	Fe	As	Se	Mo	W
7804117001	0.140	0.250	0.010	0.010	0.010	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
7804117002	0.140	0.250	0.010	0.010	0.010	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
7804117003	0.140	0.250	0.010	0.010	0.010	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
7804117004	0.140	0.250	0.010	0.010	0.010	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
7804117005	0.140	0.250	0.010	0.010	0.010	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
7804117006	0.140	0.250	0.010	0.010	0.010	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000

Mechanical Test Results

Heat Number/Size	Yield Strength	Tensile Strength	Elong. %	Hardness
7804117001 304x0.125	70,000	78,000	25.00	
7804117002 304x0.125	69,000	69,000	21.00	
7804117003 304x0.125	67,500	67,500	20.00	

continue

*Lynd, Inv 9138*

RYMA TUBE AND SHEET

230

RYMA TUBE AND SHEET CORPORATION  
550 Dean Stevens Place  
Maconville, TN 37451  
Tel: 615-299-6613 Fax: 615-295-8752

CERTIFICATE

Roll No:  
Ship No:

ROLL NUMBER: 03/05/04  
D/I #: 110006  
P.O. #: 015107  
SALES ORDER #: 111002

05047

-----  
 Mechanical Test Results  
 -----

Roll Number/Ship	Yield Strength	Tensile Strength	Elongation	Hardness
ISS/41111343 6x6X0.250	59.000	66.000	25.00	
IRG/41111343 6x6X0.250	64.000	69.000	26.00	

-----  
 Manufactured in  
 ISS /41111343 United States  
 IRG /41111343 United States  
 IRG /41111343 United States  
 IRG /41111343 United States  
 IRG /41111343 United States

Authorized by Andrew Humbrick, Quality Control Dept  
JUN 26 2004 10:14:00

Lyons for 9138

1. 1400000 1418-4104  
 2. 2000000 1418-4104  
 3. 3000000 1418-4104  
 4. 4000000 1418-4104  
 5. 5000000 1418-4104  
 6. 6000000 1418-4104  
 7. 7000000 1418-4104  
 8. 8000000 1418-4104  
 9. 9000000 1418-4104  
 10. 10000000 1418-4104

STATE OF TEXAS  
 COUNTY OF DALLAS  
 CITY OF DALLAS  
 DEPARTMENT OF PUBLIC WORKS  
 1200 NORTH GILBERT STREET  
 DALLAS, TEXAS 75202

PROJECT NO. 1418-4104  
 DATE: 07/24/04

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	EST. PRICE	TOTAL PRICE
1	CONCRETE	100	YD	100.00	100.00
2	CEMENT	100	TON	100.00	100.00
3	STEEL	100	LB	100.00	100.00
4	BRICK	100	1000	100.00	100.00
5	PAVING	100	YD	100.00	100.00
6	GRASS	100	YD	100.00	100.00
7	LANDSCAPE	100	YD	100.00	100.00
8	PLUMBING	100	HR	100.00	100.00
9	ELECTRICAL	100	HR	100.00	100.00
10	MECHANICAL	100	HR	100.00	100.00

Estimated project requirements are 1000 YD OF GR.

The Contractor will be responsible for the project, including obtaining all necessary permits, licenses, and approvals.

The project will be completed within the specified time frame and budget. The Contractor will be responsible for all costs associated with the project.

Signed: *[Signature]* Date: 07/24/04  
 Title: Director of Public Works

Date: 07/24/04  
 Page 1 of 1

PROFESSOR DE HISTORIA  
 02/01 21-000  
 02/02 2  
 BILHETE DE ENTREGA 200000

*Handwritten note:* Hypothesis 2000 02/02

**LEVANTE**  
 (Logo)  
 Este documento é de propriedade da  
 Levante Engenharia e Arquitetura  
 e não pode ser reproduzido sem  
 a autorização expressa da Levante  
 Engenharia e Arquitetura.

ACTN 1020100010001  
 1020100010001

NUMERO	REPER	VALOR	DEPARTAMENTO	UNID.	QUANTIDADE	VALOR UNITARIO	TOTAL	DESCRICAO
12	4	1220	100	100	1220	1220	1220	1220
14	4	1420	100	100	1420	1420	1420	1420
18	4	1820	100	100	1820	1820	1820	1820
20	4	2020	100	100	2020	2020	2020	2020

REPER: 1020100010001  
 COLMIG: 1020100010001  
 REPER: 1020100010001

REPER	VALOR	DEPARTAMENTO	UNID.	QUANTIDADE	VALOR UNITARIO	TOTAL	DESCRICAO
1020100010001	1020	100	100	1020	1020	1020	1020
1020100010001	1020	100	100	1020	1020	1020	1020
1020100010001	1020	100	100	1020	1020	1020	1020
1020100010001	1020	100	100	1020	1020	1020	1020

Meda and Method  
 in the U.S.A.

LEVANTE ENGENHARIA E ARQUITETURA  
 Rua...  
 (Signature)





NATIONAL TRANSPORTATION BOARD  
200 Constitution Avenue, N.E.  
Washington, D.C. 20590  
Telephone: (202) 418-6000

NATIONAL CERTIFICATION REPORT

Approved: [Signature] 1/15/87

REPORT NO. 87-02 (Rev. 10/85) DATE: 1/15/87  
ISSUED: 1/15/87  
PROJECT: [Blank] TITLE: [Blank] BOARD: [Blank] DIVISION: [Blank]  
REPORT NO. 87-02 (Rev. 10/85) DATE: 1/15/87  
ISSUED: 1/15/87

NO.	DESCRIPTION	REVISION	DATE	ORIGINAL CERTIFICATE		EXPIRES	STATUS	REMARKS
				ISSUED	RENEWED			
1	STANDARD			06/30/87	08/25/88	06/30/87	1	
2	STANDARD			06/30/87	08/25/88	06/30/87	1	
3	STANDARD			06/30/87	08/25/88	06/30/87	1	
4	STANDARD			06/30/87	08/25/88	06/30/87	1	
5	STANDARD			06/30/87	08/25/88	06/30/87	1	
6	STANDARD			06/30/87	08/25/88	06/30/87	1	
7	STANDARD			06/30/87	08/25/88	06/30/87	1	
8	STANDARD			06/30/87	08/25/88	06/30/87	1	
9	STANDARD			06/30/87	08/25/88	06/30/87	1	
10	STANDARD			06/30/87	08/25/88	06/30/87	1	
11	STANDARD			06/30/87	08/25/88	06/30/87	1	
12	STANDARD			06/30/87	08/25/88	06/30/87	1	
13	STANDARD			06/30/87	08/25/88	06/30/87	1	
14	STANDARD			06/30/87	08/25/88	06/30/87	1	
15	STANDARD			06/30/87	08/25/88	06/30/87	1	
16	STANDARD			06/30/87	08/25/88	06/30/87	1	
17	STANDARD			06/30/87	08/25/88	06/30/87	1	
18	STANDARD			06/30/87	08/25/88	06/30/87	1	
19	STANDARD			06/30/87	08/25/88	06/30/87	1	
20	STANDARD			06/30/87	08/25/88	06/30/87	1	
21	STANDARD			06/30/87	08/25/88	06/30/87	1	
22	STANDARD			06/30/87	08/25/88	06/30/87	1	
23	STANDARD			06/30/87	08/25/88	06/30/87	1	
24	STANDARD			06/30/87	08/25/88	06/30/87	1	
25	STANDARD			06/30/87	08/25/88	06/30/87	1	
26	STANDARD			06/30/87	08/25/88	06/30/87	1	
27	STANDARD			06/30/87	08/25/88	06/30/87	1	
28	STANDARD			06/30/87	08/25/88	06/30/87	1	
29	STANDARD			06/30/87	08/25/88	06/30/87	1	
30	STANDARD			06/30/87	08/25/88	06/30/87	1	
31	STANDARD			06/30/87	08/25/88	06/30/87	1	
32	STANDARD			06/30/87	08/25/88	06/30/87	1	
33	STANDARD			06/30/87	08/25/88	06/30/87	1	
34	STANDARD			06/30/87	08/25/88	06/30/87	1	
35	STANDARD			06/30/87	08/25/88	06/30/87	1	

FOR THE NATIONAL TRANSPORTATION BOARD, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: 1/15/87

[Signature]

DEPARTMENT OF TRANSPORTATION

DIRECTOR

FOR THE NATIONAL TRANSPORTATION BOARD, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: 1/15/87

[Signature]

DEPARTMENT OF TRANSPORTATION

DIRECTOR

Lynch Inv 9/64

Order Date: 11-17-2000  
PO No: 000000  
Bill Number No: 20000100  
Job No: 000000  
Material No: 00000000

INTERNET ATION  
COURTESY MATERIAL  
390 Lane Rd.  
Hartford, CT  
06105-0000  
(860) 775-0000

SIZE	WEIGHT	LENGTH	PROJECT
IN X IN X FT	LB	FT	NO
1/2	1.77	50	17
3/4	2.22	50	17
1	2.67	50	17
1 1/4	3.12	50	17
1 1/2	3.57	50	17
2	4.02	50	17
2 1/2	4.47	50	17
3	4.92	50	17
3 1/2	5.37	50	17
4	5.82	50	17
4 1/2	6.27	50	17
5	6.72	50	17
5 1/2	7.17	50	17
6	7.62	50	17
6 1/2	8.07	50	17
7	8.52	50	17
7 1/2	8.97	50	17
8	9.42	50	17
8 1/2	9.87	50	17
9	10.32	50	17
9 1/2	10.77	50	17
10	11.22	50	17
10 1/2	11.67	50	17
11	12.12	50	17
11 1/2	12.57	50	17
12	13.02	50	17
12 1/2	13.47	50	17
13	13.92	50	17
13 1/2	14.37	50	17
14	14.82	50	17
14 1/2	15.27	50	17
15	15.72	50	17
15 1/2	16.17	50	17
16	16.62	50	17
16 1/2	17.07	50	17
17	17.52	50	17
17 1/2	17.97	50	17
18	18.42	50	17
18 1/2	18.87	50	17
19	19.32	50	17
19 1/2	19.77	50	17
20	20.22	50	17
20 1/2	20.67	50	17
21	21.12	50	17
21 1/2	21.57	50	17
22	22.02	50	17
22 1/2	22.47	50	17
23	22.92	50	17
23 1/2	23.37	50	17
24	23.82	50	17
24 1/2	24.27	50	17
25	24.72	50	17
25 1/2	25.17	50	17
26	25.62	50	17
26 1/2	26.07	50	17
27	26.52	50	17
27 1/2	26.97	50	17
28	27.42	50	17
28 1/2	27.87	50	17
29	28.32	50	17
29 1/2	28.77	50	17
30	29.22	50	17
30 1/2	29.67	50	17
31	30.12	50	17
31 1/2	30.57	50	17
32	31.02	50	17
32 1/2	31.47	50	17
33	31.92	50	17
33 1/2	32.37	50	17
34	32.82	50	17
34 1/2	33.27	50	17
35	33.72	50	17
35 1/2	34.17	50	17
36	34.62	50	17
36 1/2	35.07	50	17
37	35.52	50	17
37 1/2	35.97	50	17
38	36.42	50	17
38 1/2	36.87	50	17
39	37.32	50	17
39 1/2	37.77	50	17
40	38.22	50	17
40 1/2	38.67	50	17
41	39.12	50	17
41 1/2	39.57	50	17
42	40.02	50	17
42 1/2	40.47	50	17
43	40.92	50	17
43 1/2	41.37	50	17
44	41.82	50	17
44 1/2	42.27	50	17
45	42.72	50	17
45 1/2	43.17	50	17
46	43.62	50	17
46 1/2	44.07	50	17
47	44.52	50	17
47 1/2	44.97	50	17
48	45.42	50	17
48 1/2	45.87	50	17
49	46.32	50	17
49 1/2	46.77	50	17
50	47.22	50	17
50 1/2	47.67	50	17
51	48.12	50	17
51 1/2	48.57	50	17
52	49.02	50	17
52 1/2	49.47	50	17
53	49.92	50	17
53 1/2	50.37	50	17
54	50.82	50	17
54 1/2	51.27	50	17
55	51.72	50	17
55 1/2	52.17	50	17
56	52.62	50	17
56 1/2	53.07	50	17
57	53.52	50	17
57 1/2	53.97	50	17
58	54.42	50	17
58 1/2	54.87	50	17
59	55.32	50	17
59 1/2	55.77	50	17
60	56.22	50	17
60 1/2	56.67	50	17
61	57.12	50	17
61 1/2	57.57	50	17
62	58.02	50	17
62 1/2	58.47	50	17
63	58.92	50	17
63 1/2	59.37	50	17
64	59.82	50	17
64 1/2	60.27	50	17
65	60.72	50	17
65 1/2	61.17	50	17
66	61.62	50	17
66 1/2	62.07	50	17
67	62.52	50	17
67 1/2	62.97	50	17
68	63.42	50	17
68 1/2	63.87	50	17
69	64.32	50	17
69 1/2	64.77	50	17
70	65.22	50	17
70 1/2	65.67	50	17
71	66.12	50	17
71 1/2	66.57	50	17
72	67.02	50	17
72 1/2	67.47	50	17
73	67.92	50	17
73 1/2	68.37	50	17
74	68.82	50	17
74 1/2	69.27	50	17
75	69.72	50	17
75 1/2	70.17	50	17
76	70.62	50	17
76 1/2	71.07	50	17
77	71.52	50	17
77 1/2	71.97	50	17
78	72.42	50	17
78 1/2	72.87	50	17
79	73.32	50	17
79 1/2	73.77	50	17
80	74.22	50	17
80 1/2	74.67	50	17
81	75.12	50	17
81 1/2	75.57	50	17
82	76.02	50	17
82 1/2	76.47	50	17
83	76.92	50	17
83 1/2	77.37	50	17
84	77.82	50	17
84 1/2	78.27	50	17
85	78.72	50	17
85 1/2	79.17	50	17
86	79.62	50	17
86 1/2	80.07	50	17
87	80.52	50	17
87 1/2	80.97	50	17
88	81.42	50	17
88 1/2	81.87	50	17
89	82.32	50	17
89 1/2	82.77	50	17
90	83.22	50	17
90 1/2	83.67	50	17
91	84.12	50	17
91 1/2	84.57	50	17
92	85.02	50	17
92 1/2	85.47	50	17
93	85.92	50	17
93 1/2	86.37	50	17
94	86.82	50	17
94 1/2	87.27	50	17
95	87.72	50	17
95 1/2	88.17	50	17
96	88.62	50	17
96 1/2	89.07	50	17
97	89.52	50	17
97 1/2	89.97	50	17
98	90.42	50	17
98 1/2	90.87	50	17
99	91.32	50	17
99 1/2	91.77	50	17
100	92.22	50	17
100 1/2	92.67	50	17
101	93.12	50	17
101 1/2	93.57	50	17
102	94.02	50	17
102 1/2	94.47	50	17
103	94.92	50	17
103 1/2	95.37	50	17
104	95.82	50	17
104 1/2	96.27	50	17
105	96.72	50	17
105 1/2	97.17	50	17
106	97.62	50	17
106 1/2	98.07	50	17
107	98.52	50	17
107 1/2	98.97	50	17
108	99.42	50	17
108 1/2	99.87	50	17
109	100.32	50	17
109 1/2	100.77	50	17
110	101.22	50	17
110 1/2	101.67	50	17
111	102.12	50	17
111 1/2	102.57	50	17
112	103.02	50	17
112 1/2	103.47	50	17
113	103.92	50	17
113 1/2	104.37	50	17
114	104.82	50	17
114 1/2	105.27	50	17
115	105.72	50	17
115 1/2	106.17	50	17
116	106.62	50	17
116 1/2	107.07	50	17
117	107.52	50	17
117 1/2	107.97	50	17
118	108.42	50	17
118 1/2	108.87	50	17
119	109.32	50	17
119 1/2	109.77	50	17
120	110.22	50	17
120 1/2	110.67	50	17
121	111.12	50	17
121 1/2	111.57	50	17
122	112.02	50	17
122 1/2	112.47	50	17
123	112.92	50	17
123 1/2	113.37	50	17
124	113.82	50	17
124 1/2	114.27	50	17
125	114.72	50	17
125 1/2	115.17	50	17
126	115.62	50	17
126 1/2	116.07	50	17
127	116.52	50	17
127 1/2	116.97	50	17
128	117.42	50	17
128 1/2	117.87	50	17
129	118.32	50	17
129 1/2	118.77	50	17
130	119.22	50	17
130 1/2	119.67	50	17
131	120.12	50	17
131 1/2	120.57	50	17
132	121.02	50	17
132 1/2	121.47	50	17
133	121.92	50	17



COPPERWELD

COPPERWELD CANADA INC.  
10012 49th Ave.  
Edmonton, Alberta T6A 4M3  
CANADA

TEST REPORT

*Lynx Inv 9136*

Customer Order No. 34072  
Purchase Order No. #43871  
Invoice No. 4444-150  
Date 06/15/04

10012

Specification:  
S 285 300 L14  
50 PL  
ASIA 2000 CRB 204

70206250404

CHEMICAL ANALYSIS, %

TEST NO.	C	Mn	P	S	Si	Al	Fe	Ni	Cr	Mo	Cu	As
10012	0.02	0.02	0.008	0.005	0.03	0.0001	99.98	0.001	0.001	0.001	0.001	0.001

MECHANICAL PROPERTIES

TEST NO.	YIELD STRENGTH MPa	TENSILE STRENGTH MPa	ELONGATION %	Toughness %
10012	59500	84500	22	

YIELD STRENGTH IS AVERAGE OF 5 SPECIMENS TESTED IN ACCORDANCE WITH ASTM A 370

UNIT: MPa

*Jim Clark*  
FILLISTONE WELDING & HB

Copperweld warrants that the tests performed on these samples were conducted in accordance with the requirements of the applicable standards and that the results shown are correct.

REPRINT 7/12/1994 BY CARRIE LAURITZEN

PAGE ONE OF ONE



COPPERWELD

Customer Acc. No. 5050

COPPERWELD - CHICAGO  
1257 E. 122nd Street  
CHICAGO, IL 60620  
TEL: 312 733 646 4500

TEST REPORT

Material Order No. 424941

Invoice No. 19079569

*Lyrol Inv 9/36*

Date 08/27/03

Customer:	Specification:
	6 IN. SQ. 3/16 30 P. ASTM A307 BRK 91A <i>Tensile 18830 psi</i>

HEAT NO	CHEMICAL ANALYSIS, %										
	C	Mn	P	S	Si	Al	Cr	Ni	Mo	Gr	
750049	0.28	0.24	0.013	0.002	0.01	0.043	0.001	0.002	0.003	0.021	0.043

MECHANICAL PROPERTIES					
HEAT NO	CL ID	VISUAL STRENGTH PS	TENSILE STRENGTH PS	ELONGATION %	HARDNESS PS
750049		61000	70700	13	

WELD SURVEYOR IS JOHN ROBERT - ELONGATION OF 2 INCHES

Other Test:  
\* METS 1 & 2 WERE TESTED ON 8/27/03

*Carrie Lauritzen*  
CARRIE LAURITZEN, QUALITY ASSURANCE MANAGER

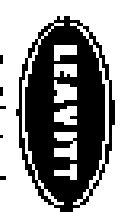
1) Copy report form to and the material purchased on this order.  
2) Copy of report and physical requirements are available with the  
material order when tested.





**MATERIALS REQUEST**  
 DATE: 10-08-88  
 PAGE: 1  
 PROJECT: 88-001

*Lynnda Ann (P) 3/8/88*



The Lewitts

1001 West 10th St  
 17122-1010 PA  
 Telephone: 717-233-1000  
 Fax: 717-233-1000  
 Email: Lewitts@lewis.com

ITEM: 2001 PLUMBING  
 QUANTITY: 2001  
 UNIT: EACH

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	STATUS
1	2001 PLUMBING	2001	EACH	1.00	2001.00	OK
2	2002 PLUMBING	1000	EACH	1.00	1000.00	OK
3	2003 PLUMBING	1000	EACH	1.00	1000.00	OK
4	2004 PLUMBING	1000	EACH	1.00	1000.00	OK
5	2005 PLUMBING	1000	EACH	1.00	1000.00	OK

ITEM NO: 2001  
 QTY: 2001  
 UNIT: EACH

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	STATUS
1	2001 PLUMBING	2001	EACH	1.00	2001.00	OK
2	2002 PLUMBING	1000	EACH	1.00	1000.00	OK
3	2003 PLUMBING	1000	EACH	1.00	1000.00	OK
4	2004 PLUMBING	1000	EACH	1.00	1000.00	OK
5	2005 PLUMBING	1000	EACH	1.00	1000.00	OK

DATE: 10-08-88  
 BY: [Signature]

APPROVED BY: [Signature]



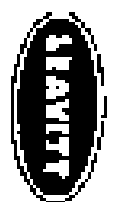


ORDER NO: 11111111  
 DATE: 02/20/08  
 PAGE: 1  
 IN STORE: 11111111

ORDER: 11111111  
 ORDER: 11111111

*Lyndee Toy 9736*

The Store



11111111  
 11111111  
 11111111

11111111  
 11111111  
 11111111

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL	STATUS
1	11111111	1	11111111	11111111	11111111
2	11111111	1	11111111	11111111	11111111
3	11111111	1	11111111	11111111	11111111
4	11111111	1	11111111	11111111	11111111
5	11111111	1	11111111	11111111	11111111
6	11111111	1	11111111	11111111	11111111
7	11111111	1	11111111	11111111	11111111
8	11111111	1	11111111	11111111	11111111
9	11111111	1	11111111	11111111	11111111
10	11111111	1	11111111	11111111	11111111

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL	STATUS
11	11111111	1	11111111	11111111	11111111
12	11111111	1	11111111	11111111	11111111
13	11111111	1	11111111	11111111	11111111
14	11111111	1	11111111	11111111	11111111
15	11111111	1	11111111	11111111	11111111
16	11111111	1	11111111	11111111	11111111
17	11111111	1	11111111	11111111	11111111
18	11111111	1	11111111	11111111	11111111
19	11111111	1	11111111	11111111	11111111
20	11111111	1	11111111	11111111	11111111

ORDER: 11111111  
 MADE AND MADE  
 IN THE USA

11111111  
 11111111  
 11111111

Date: 5/15/2014 Time: 0:31 AM To: From: Admin: M. G. 116121881.7036 Page: 002 - 0

**Sherrill Dynamics, Inc.**  
 5015 S. Greenway Blvd.  
 Houston, TX 77056  
 281.486.1100

Order No. 10001  
 Job # 14111 or 12400000  
 Date: 05/15/2014

*Approved 5/15/2014*

Item	Part	QTY	Unit	Part	QTY	Unit	Part	QTY	Unit	Part	QTY	Unit	Part	QTY	Unit	Part	QTY	Unit
<b>CHEMICAL</b>																		
1	100000000	1	EA	100000000	1	EA	100000000	1	EA	100000000	1	EA	100000000	1	EA	100000000	1	EA
<b>MECHANICAL</b>																		
1	100000000	1	EA	100000000	1	EA	100000000	1	EA	100000000	1	EA	100000000	1	EA	100000000	1	EA

Sherrill Dynamics, Inc. is a leading provider of industrial equipment and services. We are committed to providing our customers with the highest quality products and services at the most competitive prices. Our products are designed to meet the most demanding industrial applications. We have a proven track record of providing excellent customer service and support. We are proud to be a part of the industrial equipment and services industry.

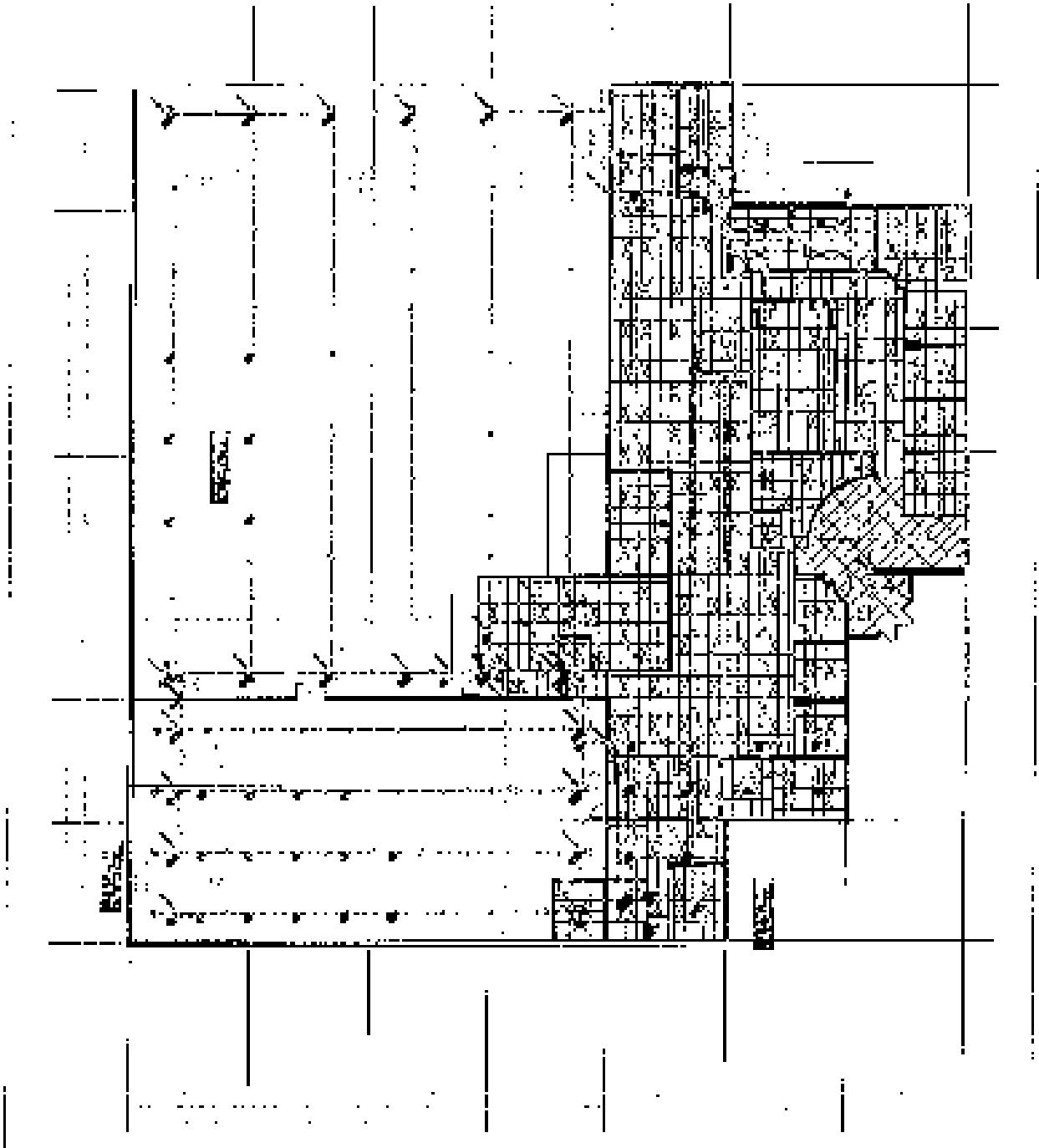








1



Applicant: J. Weston Welch

Date: 5/4/04

Address: 1039 Riverside St

CBL: 331-A-001

CHECK-LIST AGAINST ZONING ORDINANCE

total site

Blk 15  
Dns - EXISTING Dev. - + added to the + 52,852  
Zone Location - I-M permit # 04-0379 56,958 existing

Interior or corner lot -

Proposed Use/Work - 1 bldg of 9 was warehouse/industrial space  
2 history C. 6000' - 1 story 14,700' 6,900'

Sanitary Disposal - City

Lot Street Frontage - 60' min - 606' given

Front Yard - 1' for each foot of height 21' req - 50' shown

Rear Yard - 1' for each foot of height up to 25' - 100' + shown

Side Yard - 1' for each foot of height up to 25' - 100' + shown

Projections -

Width of Lot - N/A

Height - 75' MAX 21' high

Lot Area - No min... 726, 762<sup>sq</sup> given

Lot Coverage/Impervious Surface - 75% MAX of 585,076<sup>sq</sup> max allowed  
44% - actual given

Area per Family - N/A

Off-street Parking - 21.6 for office

Loading Bays - 2 16' x 28' = 16.13 (on white house) 38  
33' x 33' = 3.71 61 spaces shown

Site Plan - major # 2005 - 0203

Shoreland Zoning/Stream Protection - N/A

Flood Plains - panel B - Zone C - just outside

all pavement setback to boundary lines - 10' min  
25' shown



7990 Valley View Blvd  
Rochester, NY 14615  
Phone: (716) 875-8730  
Fax: (716) 875-8731

# facsimile transmittal

To: John Lenzore \_\_\_\_\_ From: Mike Nugent \_\_\_\_\_

Fax: 799-5432 \_\_\_\_\_ Date: May 12, 2004 \_\_\_\_\_

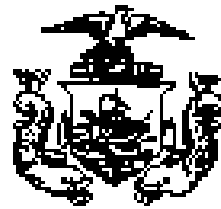
Phone: \_\_\_\_\_ Pages: \_\_\_\_\_

Re: 1039 Eisenhower St. \_\_\_\_\_

Urgent     For Review     Please Comment     Please Reply     Please Reply

I have commenced a partial review of the submittals for the above permit and have the following questions:

- 1) The building was certified as being type 2A construction. There are no implied fire ratings for the exterior walls, roof, and interior structural elements. (Table 602)
- 2) This is a mixed use building, is this being designated pursuant to Section 511.1 or 512.1.2
- 3) The egress for the Office space passes through a ramping space, this is noncompliant with the provisions of Chapter 10 \_\_\_\_\_
- 4) Complete cross sections of all intended fire separation assemblies with associated OI. Listings are required. \_\_\_\_\_
- 5) HVAC, Plumbing and Electrical plans are required, complete with fire separation assembly penetration plans (see Section 7.4) . \_\_\_\_\_



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

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

FROM DESIGNER: JOHN H. LEASURE ARCHITECT, INC.  
SIX Q ST., SO. PORTLAND, MAINE 04106  
DATE: APRIL 6, 2004  
Job Name: J. WESTON WALCH OFFICE & WAREHOUSE  
Address of Construction: 1039 RIVERSIDE ST. (REAR), PORTLAND, MAINE

**THE BOCA NATIONAL BUILDING CODE / 1999 (FOURTEENTH EDITION)**  
Construction project was designed according to the building code criteria listed below:

Building Code and Year 1999 Use Group Classification(s) F 1

Type of Construction TYPE III - MASONRY 2-C *TRAIL JOINTS 1-2 P.S. 1121*  
Structural Systems

Roof Snow Load  
60 Ground Snow Load (Pg)  
42 If Pg > 10 psf, Flat Roof snow load, Pf  
0.7 If Pg > 10 psf, snow exposure factor, Ce  
1.0 If Pg > 10 psf, roof thermal factor  
1.00 If Pg > 10 psf, snow load importance factor, I  
N/A Sloped Roof Snowload Ps

Earthquake Loads  
0.1 Peak velocity-related acceleration, Av  
0.1 Peak acceleration, Aa  
I Seismic hazard exposure group  
C Seismic performance category  
S2 Soil profile type  
Basic Basic structural system, seismic-existing system  
Response modification factor, R, and deflection amplification factor, Cd

$R = 5$   
 $C_d = 4/2$

SEE EXHIBIT documentation must account for drift snow load, unbalanced snow load and sliding snow loads as required

Wind Loads  
BS Basic Wind Speed  
0.02 Internal Pressure Coefficient  
B Wind Exposure Category 35 PSF Wind Design Pressure 1.05 Wind Importance Factor



CITY OF PORTLAND  
BUILDING CODE CERTIFICATE  
369 Congress St., Room 375  
Portland, Maine 04101

ACCESSIBILITY CERTIFICATE

Designer: JOHN H. LEAUME ARCHITECT, INC.

Address of Project: 1039 RIVERSTOE ST. (NORR)  
PORTLAND, MAINE

Nature of Project: J. WESTON WALCH  
OFFICES & WAREHOUSE

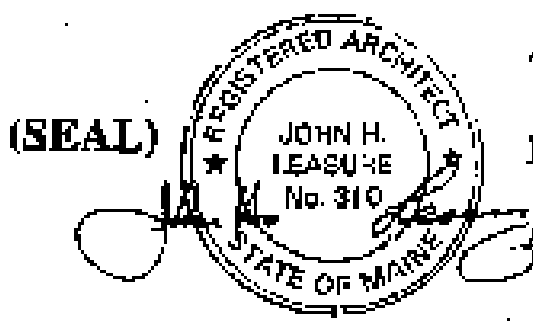
The technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act.

Signature: [Handwritten Signature]  
Title: PRINCIPAL

Firm: JOHN H. LEAUME ARCHT. INC.

Address: SIX Q ST,  
SO. PORTLAND, ME 04101

Phone: (207) 767-4600



(SEAL)



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

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

FROM: JOHN H. LEASURE ARCHITECT, INC.

RE: Certificate of Design

DATE: April 6, 2004

These plans and / or specifications covering construction work on:

J. WESTON WALCH OFFICE & WAREHOUSE  
1039 RIVERSIDE ST. (REAR), PORTLAND, MAINE.

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

(SEAL)



Signature: [Handwritten Signature]  
Title: PRESIDENT

AS PER MAINE STATE LAW:

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

Firm: JOHN H. LEASURE ARCHT INC. & L+L ENGINEERING  
Address: SIX Q ST., SO. PORT, ME 04106



State of Maine  
Department of Public Safety  
Construction Permit



Reviewed  
for Barrier  
Free

# 13873

Sprinkled  
Sprinkler Supervised

J. WESTON WALCH-OFFICE & WAREHOUSE

Located at 1039 (REAR) RIVERSIDE

PORTLAND

Occupancy/Use: BUSINESS

Permission is hereby given to:

RIVERSIDE ASSOCIATES, LLC.

1039 RIVERSIDE STREET  
PORTLAND, ME 04102

To construct or alter the above referenced building according to the plans hereto filed with the Commissioner and now approved.

No departure from application (or plans) shall be made without prior approval in writing. This permit is issued under the provision of Title 25, Chapter 217, Section 3413 and the provisions of Title 5, Section 4594 - J.

Noting herein shall excuse the holder of this permit for failure to comply with local ordinances, zoning laws, or other pertinent legal restrictions. Each permit issued shall be displayed/available at the site of construction.

This permit will expire at midnight on the 17th of September 2004

Dated the 18th day of March A.D. 2004

Commissioner

Copy-4 File

**L & L STRUCTURAL  
ENGINEERING SERVICES, INC.**

Six O Street  
South Portland, ME 04106  
Phone: (207) 767-4830  
Fax: (207) 799-5432

March 31, 2004

John Leasure  
John Leasure - Architect  
13 Lily John Road  
Cape Elizabeth, Maine 04106

Subject: Offices of J. Weston Walsh - Portland, Maine

Dear John,

As your request, we are writing to inform you of our intent to perform special inspections for the above referenced project in accordance with Rule 1909, Chapter 17, Section 1305 B (1) in conjunction with you but that it will be required to proceed with these inspections. We will be responsible for the inspection of the following:

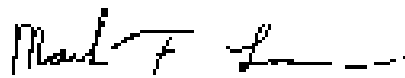
1. Verify that the concrete mix design meets the requirements of the design drawings.
2. Review the formwork and placement of reinforcement prior to placing concrete.
3. Review the structural steel materials and installation.
4. Review the structural steel joints, materials and installation.
5. Review the installation of the Steel Deck Chairs.
6. Review the installation of the Light Gauge Steel Framing.

The testing reports required by the design documents and special inspections will be filed with the Engineer of Record. A copy of these reports will be sent to the City of Portland after all structural work is complete.

If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

L&L Structural Engineering Services, Inc.



Mark F. Leasure, P.E.  
President

cc: Bob Giesbrecht (City Public Construction)



**S.W. COLE**  
ENGINEERING, INC.

• Geotechnical Engineering • Field & Lab Testing • Scientific & Environmental Consulting

04-0238

April 1, 2004

Hardy Pond Construction  
Attention: Bob Goudreau  
1039 Riverside Street, Suite 1  
Portland, Maine 04103

Subject: Preliminary Geotechnical Engineering Services  
Limited Investigation  
Bearing Capacity Assessment  
Proposed Second Tec Business Park  
1039 Riverside Street  
Portland, Maine

Dear Mr. Goudreau:

As requested, S. W. COLE ENGINEERING, INC. has observed a subsurface investigation for the proposed Second Tec Business Park located at 1039 Riverside Street in Portland, Maine. The purpose of our work was to observe the subsurface conditions at the site and provide a preliminary assessment of allowable soil bearing capacity. The contents of this report are subject to the limitations set forth in Attachment A.

#### **PROPOSED CONSTRUCTION**

We understand that a new business park is proposed on a 16-acre parcel of land at 1039 Riverside Street in Portland, Maine. The parcel will be developed for 10 structures measuring from 6,000 to 25,000 square feet. The structures will be one-story metal buildings with finish floor grades within 1 to 2 feet of existing grade and light floor loading.

#### **EXPLORATION AND TESTING**

As requested, we observed four test pits made at the site on March 26, 2004. The explorations were located and located in the field by Hardy Pond Construction. The approximate locations of the explorations are shown on the "Exploration Location Sketch" attached as Sheet 1.



Logs of the explorations, based on our observations and laboratory testing are attached as Sheets 2 and 3. A key to the notes and symbols used on the logs is attached as Sheet 4.

Laboratory testing was performed on selected samples recovered from the explorations. One grain size analysis was performed and the results are presented on Sheets 5 and 6.

### **SUBSURFACE CONDITIONS**

Test Pits TP-1 through TP-4 generally encountered 0.5 to 1.0 feet of dark brown sandy silt with organics overlying 4 to 8 feet of brown silty fine to medium sand. The silty sand overlies gray silty sand with silt and clay layers. Test Pits TP-1 through TP-3 were terminated in the gray silty sand at a depth of 8.5, 8.0 and 6.0 feet, respectively. Test Pit TP-4 encountered gray silty clay at a depth of 7 feet and was terminated at 8.0 feet.

Groundwater was observed in the explorations at depths of about 4 to 4.5 feet at the time of the fieldwork. The soils were generally wet below the ground surface. Long-term groundwater information is not available.

### **EVALUATIONS AND RECOMMENDATIONS**

Based on our observations and shallow groundwater conditions encountered, we recommend that the footings be placed on 6 inches of crushed stone over a geotextile fabric placed on the undisturbed native silt sand. We further recommend that a smooth edged bucket be utilized to excavate to subgrade in order to reduce disturbance of the bearing soils. Footings should be placed at a depth of at least 4.5 feet below exterior finish grade to provide frost protection. Based on the findings at the widely spaced test pits, we recommend that preliminary foundation design consider a net allowable bearing contact pressure not exceeding 2.5 ksf. All footings should be at least 24 inches in width.

Groundwater will be encountered during excavation work. Sumping and pumping dewatering techniques should be adequate to control groundwater below footing subgrade elevation. Controlling the water levels to a at least one foot below subgrade elevations will help stabilize the subgrade and provide a more suitable working surface during construction.

Our services have been limited by the client to widely spaced test pits and providing a preliminary assessment of allowable soil bearing capacity at those locations. Other services were specifically not requested by the client. We recommend that additional explorations





04-C238  
April 1, 2004

including test pits and/or test borings be made specific to each structure proposed at the site. This is to determine if soil conditions are consistent with those found at these explorations.

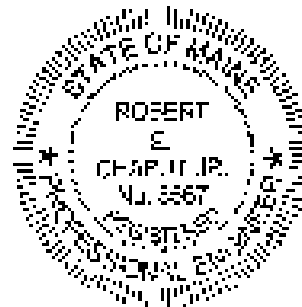
S. W. COLE ENGINEERING, INC. should be on-site to observe subgrades prior to fill or concrete placement in the event that subsurface conditions are found to differ from those anticipated. S. W. COLE ENGINEERING, INC. is available to provide field and laboratory testing of soils, concrete, asphalt, masonry, spray-applied fire-proofing and structural steel.

#### CLOSING

It has been a pleasure to be of assistance to you with this phase of your project. If you have any questions or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,  
S. W. COLE ENGINEERING, INC.

Robert E. Chapu, Jr., P.E.  
Vice President



REC:kml  
02/26/2004 10:24:19 AM

## **ATTACHMENT A**

### **Limitations**

This report has been prepared for the exclusive use of Hardy Ford Construction for specific application to the Proposed Second Tee Business Park at 1030 Riverside Street in Portland, Maine as described herein. Our services were limited by Hardy Ford Construction to an assessment of soil bearing capacity only and a deeper soil investigation to evaluate settlement and other geotechnical considerations was specifically excluded by Hardy Ford Construction. Hardy Ford Construction has agreed to protect and hold harmless S.W.COLE ENGINEERING, INC. from any and all claims, including third-party claims, for damages or consequential damages due to underlying soil conditions including but not limited to post-construction settlement. S.W.COLE ENGINEERING, INC. has endeavored to conduct the work in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made.

The soil profiles described in the report are intended to convey general trends in subsurface conditions. The boundaries between strata are approximate and are based upon interpretation of exploration data and samples. Observations have been made during exploration work to assess site groundwater levels. Fluctuations in water levels will occur due to variations in rainfall, temperature, and other factors.

The analyses performed during this investigation and recommendations presented in this report are based in part upon the data obtained from subsurface explorations made at the site. Variations in subsurface conditions may occur between explorations and may not become evident until construction. If variations in subsurface conditions become evident after submission of this report, it will be necessary to evaluate their nature and to review the recommendations of this report.

S.W.COLE ENGINEERING, INC.'s scope of work has not included the investigation, detection or prevention of any Biological Pollutants at the project site or in any existing or proposed structure at the site. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

Recommendations contained in this report are based substantially upon information provided by others regarding the proposed project. In the event that any changes are made in the design, nature, or location of the proposed project, S.W.COLE ENGINEERING, INC. should review such changes as they relate to analyses associated with this report. Recommendations contained in this report shall not be considered valid unless the changes are reviewed by S.W.COLE ENGINEERING, INC.





# S.W. COLE ENGINEERING INC.

## TEST PIT LOGS

PROJECT/CLIENT: PROPOSED SECOND TROOP HALL PARKWAY POND CONSTRUCTION  
 LOCATION: 100 RIVERSIDE STREET, PORTLAND, MAINE  
 BACKGROUND/FIRM: HARTY POND CONSTRUCTION OPERATOR: JOE COUREAU

PROJECT NO.: 24-028  
 DWG. NO.: 102

TEST PIT <u>TP-1</u>			
DATE	SURFACE ELEVATION	LOCATION	SEE SHEET
<u>02-06-2024</u>	<u>NO DATA</u>		
SAMPLE NO.	DEPTH (FT)	STRATUM DESCRIPTION	TEST RESULTS
	<u>1.7</u>	<u>DARK BROWN SANDY SILT WITH ORGANICS</u>	
		<u>LIGHT BROWN SILTY FINE TO MEDIUM SAND</u>	
	<u>6.0</u>	<u>GRAY SILTY FINE SAND WITH SILT AND CLAY LAYERS</u>	
	<u>8.5</u>	<u>POSITION OF EXPLORATION AT 8.5</u>	
COMPLETION DEPTH		<u>8.5</u>	DEPTH TO WATER
			<u>4'</u>

TEST PIT <u>TP-2</u>			
DATE	SURFACE ELEVATION	LOCATION	SEE SHEET
<u>02-06-2024</u>	<u>NO DATA</u>		
SAMPLE NO.	DEPTH (FT)	STRATUM DESCRIPTION	TEST RESULTS
	<u>1.0</u>	<u>DARK BROWN SANDY SILT WITH ORGANICS</u>	
		<u>LIGHT BROWN SILTY FINE TO MEDIUM SAND</u>	
	<u>5.7</u>	<u>GRAY SILTY FINE SAND WITH SILT AND CLAY LAYERS</u>	
	<u>8.0</u>	<u>POSITION OF EXPLORATION AT 8.0</u>	
COMPLETION DEPTH		<u>8</u>	DEPTH TO WATER
			<u>4.0'</u>



# S.W. COLE

ENGINEERING, INC.

## TEST PIT LOGS

PROJECT NAME: PROPOSED SECOND TEE BUSINESS PARK, HARMON CONSTRUCTION  
 LOCATION: 1030 RIVERSIDE STREET, PORTLAND, OREGON  
 BACKSIDE PARK: HARMON CONSTRUCTION CONTRACT NO: PROJ0000000000

PROJECT NO: 04-0035  
 DATE: 7/10

TEST PIT <u>TP-3</u>			
DATE: <u>0-25-2004</u>		SURFACE ELEVATION: <u>NOT AVAILABLE</u>	LOCATION: <u>SEE SHEET 1</u>
SAMPLE NO.	DEPTH (FT)	STRATUM DESCRIPTION	TEST RESULTS
	<u>0.0</u>	<u>TOPSOIL SAND AND GRAVEL TRACE COBBLES</u>	
		<u>CONVEYANCE TO 4" DIA TO 4" DIA END</u>	
	<u>0.5</u>		
	<u>0.0</u>	<u>GRAY FINE SAND WITH SILT AND CLAY LAYERS</u>	
	<u>0.0</u>	<u>BOTTOM OF EXPLORATION AT 0</u>	
COMPLETION DEPTH: <u>0</u>		DEPTH TO WATER: <u>0</u>	

TEST PIT <u>TP-4</u>			
DATE: <u>06/24/04</u>		SURFACE ELEVATION: <u>NOT AVAILABLE</u>	LOCATION: <u>SEE SHEET 1</u>
SAMPLE NO.	DEPTH (FT)	STRATUM DESCRIPTION	TEST RESULTS
	<u>0</u>	<u>DARK BROWN SANDY SILT WITH COBBLES</u>	
		<u>LET 1" DIA DOWN IN 4" DIA SILT</u>	
	<u>0.5</u>		
		<u>BROWN SILTY SAND</u>	
	<u>0.0</u>	<u>GRAY SILTY FINE SAND WITH SILT AND CLAY LAYERS</u>	
	<u>0.0</u>	<u>GRAY SILTY CLAY</u>	
		<u>BOTTOM OF EXPLORATION AT 0</u>	
COMPLETION DEPTH: <u>0</u>		DEPTH TO WATER: <u>NO FREE WATER OBSERVED</u>	



**KEY TO THE NOTES & SYMBOLS**  
**Test Boring and Test Pit Explorations**

All slant transition lines represent the approximate boundary between soil types and the transition may be gradual.

**Key to Symbols Used:**

- w - water content, percent (dry weight basis)
- c<sub>u</sub> - unconfined compressive strength, kips/sq. ft. - based on laboratory unconfined compressive test
- S<sub>v</sub> - field vane shear strength, kips/sq. ft.
- L<sub>v</sub> - lab vane shear strength, kips/sq. ft.
- q<sub>u</sub> - unconfined compressive strength, kips/sq. ft. based on pocket penetrometer test
- O - organic content, percent (dry weight basis)
- W<sub>L</sub> - liquid limit - Atterberg test
- W<sub>p</sub> - plastic limit - Atterberg test
- WOH - advance by weight of hammer
- WOM - advance by weight of man
- WOR - advance by weight of rods
- FWD - advance by force of hydraulic piston on drill
- RQD - Rock Quality Designator - an index of the quality of a rock mass. RQD is computed from recovered core samples.
- T - total soil weight
- W<sub>s</sub> - dry soil weight

**Description of Proportions:**

- 0 to 5% TRACE
- 5 to 12% SOME
- 12 to 35% MOD
- 35+% AND

**REFUSAL: Test Boring Explorations** - Refusal depth indicates test depth at which, in the drill foreman's opinion, sufficient resistance to the advance of the casing, auger, probe rod or sampler was encountered to render further advance impossible or impracticable by the procedures and equipment being used.

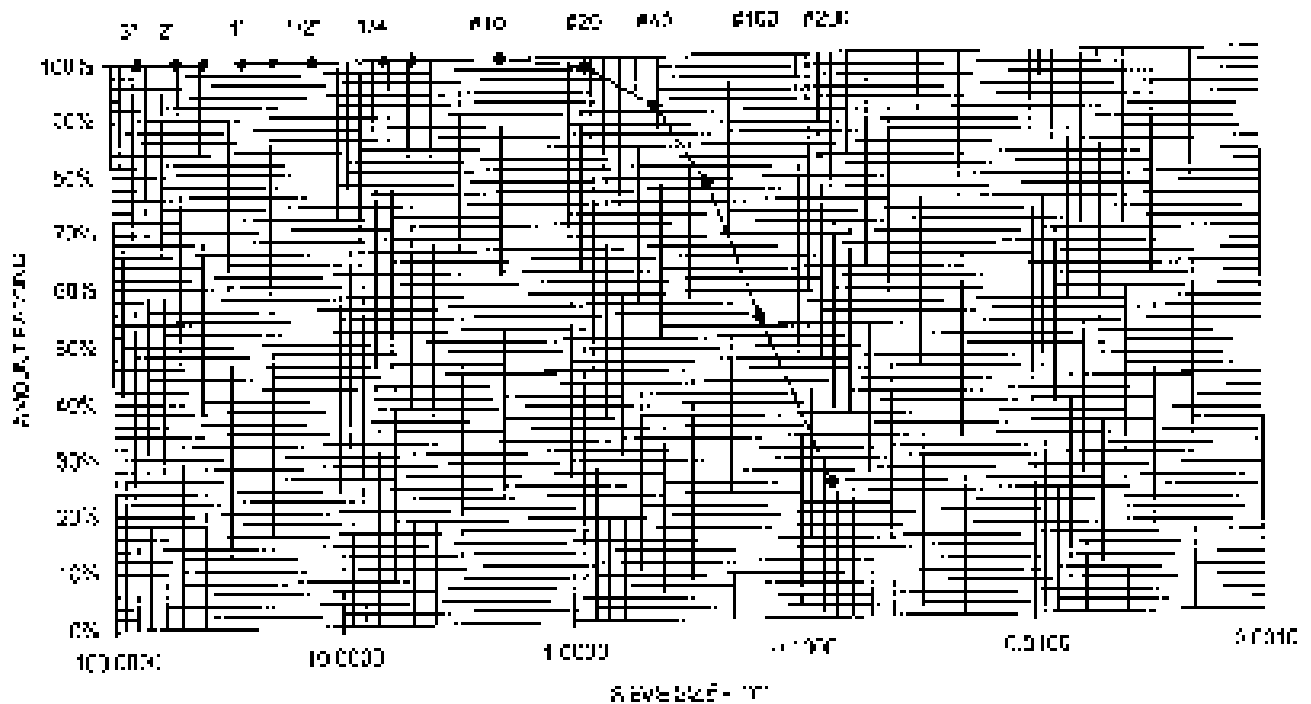
**REFUSAL: Test Pit Explorations** - Refusal depth indicates that depth at which sufficient resistance to the advance of the backhoe bucket was encountered to render further advance impossible or impracticable by the procedures and equipment being used.

Although refusal may indicate the encountering of the bedrock surface, it may indicate the striking of large cobbles, boulders, very dense or cemented soil, or other buried natural or man-made objects or it may indicate the encountering of a harder zone after penetrating a considerable depth through a weathered or disintegrated zone of the bedrock.

Project Name: HARDY POND PORTLAND RIVERSIDE COMMERCIAL SUBDIVISION  
 SSI  
 Client: HARDY POND CONSTRUCTION INC.  
 Exploration: TP-2, 8-2, 1, 0'  
 Material Source:

Project Number: D4-0238  
 Lab ID: 986A  
 Date Received: 3/25/2004  
 Date Completed: 3/26/2004  
 Tested By: BTANER007

<u>SIEVE OPENING (mm)</u>	<u>SIEVE SIZE</u>	<u>AMOUNT PASSING (%)</u>	
75.0	5'	100	
125	5'	100	
150	4'	100	
175	3'	100	
250	2'	100	
300	1-1/2"	100	
350	"	100	
425	3/4"	100	
500	1/2"	100	
600	1/4"	100	
750	No. 4	100	US Gravel
1000	No. 10	100	
1500	No. 20	98	
2000	No. 40	81	75% Sand
2500	No. 60	77	
3000	No. 100	53	
3750	No. 200	23.7	23.7% Fines





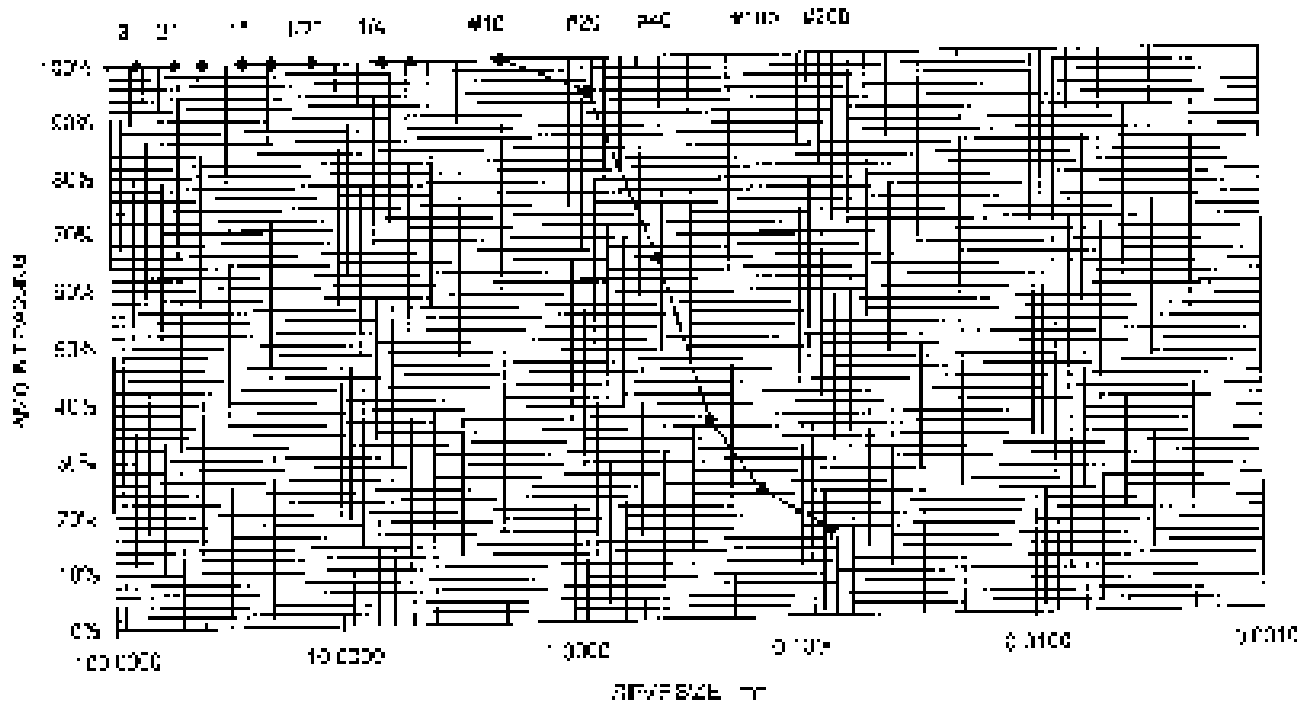
# Report of Gradation

ASTM D-117 & D-150

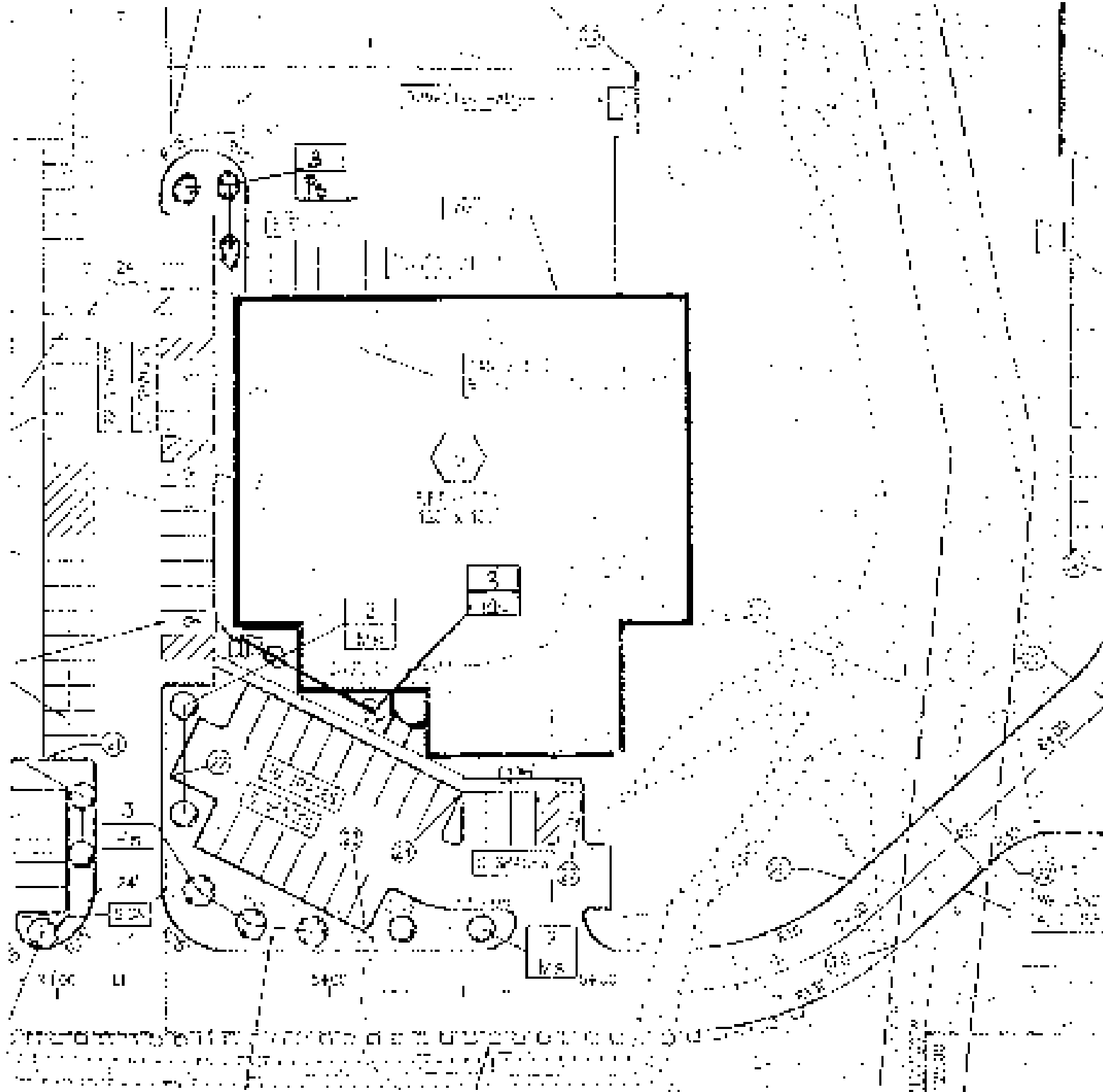
Project Name: HARDYBOND PORTLAND RIVERSIDE COMMERCIAL SUBDIVISION  
 SS  
 Client: HARDYBOND CONSTRUCTION, INC.  
 Evaluation: TP-3, S-3.5.5'  
 Material Source:

Project Number: 04-0238  
 Lab. ID: 055A  
 Date Received: 3/25/2004  
 Test Completed: 3/26/2004  
 Tested by: RYAN BRAGG

SI-EVE OPENING (mm)	SEVE SIZE	AMOUNT PASSING (%)	
152.4	6"	100	
127	5"	100	
101.6	4"	100	
76.2	3"	100	
50.8	2"	100	
25.4	1"	100	
19	3/4"	100	
12.7	1/2"	100	
6.35	1/4"	100	
4.75	No. 4	100	0% Gravel
2	No. 10	100	
0.841	No. 20	81	
0.425	No. 40	64	64.5% Sand
0.25	No. 60	33	
0.15	No. 100	23	
0.075	No. 200	15.8	15.8% Fines







NO HATCHED AREAS  
SEE PLANTING SCHEDULE

35 NUMBER ROOF  
120'-36" (TYPE) FOR  
SHEAR WALLS 5' HIGH  
14'-0" W

# PLANTINGS FOR UNIT 5

STATION AND OFFSET

#	STATION	OFFSET	#	STATION	OFFSET
1	3+32.57	15.00 R	21	3+34.84	65.78
2	3+35.36	15.00 L	22	4+40.75	70.07
3	3+35.13	67.07 L	23	5+13.88	21.97
4	5+52.84	137.13 L	24	5+49.45	73.48
5	1+41.72	157.49 L	25	6+48.28	287.03
6	1+37.01	270.45 L	26	7+28.00	123.60

# All Purpose Building Permit Application

If you or the property owner owns real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>1039 RIVERSIDE ST (NEW ROAD 14 TO 16" SECOND TIER)</u>		
Total Square Footage of Proposed Structure <u>25,000</u>	Square Footage of Lot <u>CONDO. LOT 16A</u>	
Tax Assessor's Chart, Block & lot Chart: <u>33</u> Block: <u>A</u> Lot #: <u>1001</u>	Owner: <u>1039 RIVERSIDE, LLC</u> <u>35 HARRY RD</u> <u>POTTSVILLE, MD 20854</u>	Telephone: <u>797-6066</u>
Lessee/Owner's Name (if applicable) <u>J. WINSTON WALL</u>	Applicant name, address & telephone: <u>HARVYOND CONST</u> <u>1039 RIVERSIDE ST</u> <u>POTTSVILLE, MD 20854</u>	Cost of Work: \$ <u>817,000</u> Fee: \$ <u>7,374.00</u>
Quantity: <u>RAW LAND</u>	<u>797-6066</u>	<u>1-75</u>
If the location is currently vacant what was prior use: <u>MADE: STORAGE YARD</u>		
Approximately how long has it been vacant: <u>NA</u>		
Proposed Use: <u>OFFICE, PROFESSION, MISCELLANEOUS</u>		
Project description: <u>CONSTRUCT SINGLE STORY OFFICE/MISCELLANEOUS STRUCTURE OR UNIT S</u> <u>OF SECOND TIER CONDO BUSINESS PARK</u>		
Contractor's name, address & telephone: <u>HARVYOND CONST</u> <u>1039 RIVERSIDE ST SMALL</u> <u>POTTSVILLE, MD 20854</u> <u>797-6066</u>		
Who should we contact when the permit is ready: <u>BOB GRUBBAU</u>		
Mailing address:		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work with a Plan Reviewer. A stop work order will be issued and a \$1000 fee if any work starts before the permit is picked up. PHONE: <u>797-6066</u>		

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

I hereby certify that I am the Owner of record of the property, or I am the owner of record currently the proposed work and that I authorize the owner to have the work done and that they authorized agent agrees to conform to all applicable laws of this jurisdiction. In addition, the permit for work submitted. The applicant's consent hereby that the City Official's authorized representative shall have the authority to enter all areas necessary for a permit if at any reasonable hour to enforce the provisions of the code applicable to this permit.

Signature of applicant: [Signature] Date: 4/6/04

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



**Wallboard & Metal Studs** - Metal framing interior studs to be 3 5/8" .25 gauge and exterior will be engineered 6" studs with slip track meeting ASTM standards. Wallboard to be 5/8" thick throughout except for wall separations between differing uses (office/warehouse) where 5/8" fire-rated wallboard will be used. The perimeter wall in the office area will have R-19 fiberglass insulation behind block veneer. Fiberglass sound batt insulation to be installed in all bathroom and conference room walls.

**Sandwich Wall Panels** - Metal-spar rigid insulation panel system (It. Mesa, R-19, CF 42 1/2 panels) one color around building perimeter.

**Roofing** - Provide two layers of 2" polyisocyanurate insulation (R-24); a fully adhered .060 mil EPDM roof system, roof drains, .032 aluminum edge flashing and ten-year labor & material warranty.

**Doors, Frames & Hardware** - Twenty-one welded frames & sidelights for most office doors, three welded frames for exterior doors and knock-down frames for non-sidelight doors. Four interior fire-rated doors & frames with 4 x 25 light. Interior doors are pre-finished, premium Rotary white birch. All exterior doors are metal, insulated units with commercial-grade ADA cylindrical lever set door hardware. Sidelight glazing to be 1 x 7 foot, tempered glass.

**Windows, Storefronts & Skylights** - Fixed, painted aluminum storefront windows per revised drawing, with 1" clear, insulated, low E glazing, three 4 x 4 skylights with acrylic domes, two sets of medium stile, exterior, full-view entry doors with closures, push-pulls, deadlocks with cylinder & thumb-turn, threshold & weather stripping.

**Flooring** - Carpeting throughout general office area (College Park carpets, 28 or equal), vinyl composition tile to be used in storage areas, bathrooms & lounge areas (Armstrong Imperial texture). Entry area will have 2 x 2 lay-down mat carpet tiles. Occupied rooms will have Johnsonite vinyl wall base. All flooring and base selections are limited to five color choices. Warehouse and production floors are unfinished. Vinyl tile flooring will require finish coats applied by owner before occupancy.

**Acoustical** - 2 x 4 Armstrong Cortega, acoustical tile throughout office area and 2 x 2 in lobby & large conference room.

**Painting** - All wallboard and door frames will receive one primer coat and two latex finish coats (two standard color choices).

**Overhead Doors, Seals & Bumpers** - Two 6090, insulated sectional overhead door units, one mechanical edge-of-dock unit, two sets of laminated, rubber bumpers and one curtain-head dock seal.

**Specialties** - Toilet partitions, floor-mounted with header bracing, baked enamel steel panels, toilet dispensers, sanitary napkin disposal units, paper towel dispenser/waste container units, soap dispensers, grab bars and 1/4" plate glass mirrors.

**Sprinkler** - System design to be based on NFPA #13 for wet pipe systems. Office area to be light-hazard and warehouse areas to be standard-hazard Group II with a maximum storage height of 12' 0". System design and installation will also meet all state and local code requirements.

**Plumbing** - Water lines to be copper type "L" with Armaflex insulation, 40-gallon, electric hot water heater, mop basin & faucet, three frost-proof, exterior hose bibbs, toilets with flushometers, lavatories, urinal, single-bowl, stainless steel kitchen sink and all waste piping will be PVC.

**HVAC** - Design/build HVAC system will consist of seven multiple, constant volume packaged gas/electric rooftop units. The air will be distributed from the rooftop units to the space using insulated, sheet metal duct work with flexible run-outs. The warehouse unit will have a step-down concentric defuser. Air quality will be maintained by introduction of outside air via the rooftop units. The units will be provided with economizers to allow for the use of outside air for free cooling when conditions allow. An exhaust system will be provided to serve the bathrooms, conference and lounge areas. The computer room cooling will be provided by a dedicated ductless split system.

**Electrical** - Install 1200 amp 120/208 volt 3-phase service to warehouse area and 400 amp 120/208 volt 3-phase sub-panel to production area. Install a total of 150 2 x 4 parabolic, energy-saving T-8 fixtures, provide and install 25 recessed can lights, 150 duplex receptacles, install exit & emergency lights, fire alarm system with sprinkler, flow, horn, lights per code and pull stations monitored by others. Install one telephone line & one computer line per office or cubicle for a total of 75 each. Install 400 watt low-bay & 8'-4 lamp T-8 strip lights in warehouse and 8'-4 lamp T-8 strip lights in production area. Provide dedicated power outlets to specialty equipment, including all equipment in production area. Provide exterior lighting as shown on site drawings, wiring to signs as directed and provide all necessary permits required.

**Start-up & Warranty** - Upon substantial completion of the project, all equipment will be started and tested. All labor and materials will be under warranty for one (1) year from substantial completion. Additional manufacturers' warranties may apply.

*Handypond Construction*

1039 Riverside Street - Suite 11

Portland, ME 04103

207-797-8056

fax 207-797-8886

"B"

*Design Modifications*

J. Weston Welch Publishers

1. Revised Entry - Dated April 20, 2004

General Conditions	\$4,100.00
Sitework	3800.00
Foundation	\$1,000.00
Structural	\$5,880.00
Metal Framing & Carpentry	\$7,200.00
Rar Joists & Decking	\$9,750.00
Metal Ceiling	\$8,974.00
EFIS	\$8,350.00
Roofing	\$4,820.00
Electrical	\$1,200.00
	<u>Subtotal</u>
	\$48,614.00
	Credit on old design
	<u>-57,500.00</u>
	\$39,414.00
	15% Overhead & Profit
	<u>\$5,912.00</u>
	TOTAL
	\$45,326.00

2. Add Interior Skylight Door (21)

Frames	\$2,720.00
Glazing	\$1,676.00
	<u>Subtotal</u>
	\$4,396.00
	15% Overhead & Profit
	<u>\$659.00</u>
	TOTAL
	\$5,055.00

3. Windows & Skylights

General Conditions	\$1,500.00
Rough Carpentry	\$2,800.00
Drywall	\$4,150.00
Painting	\$660.00
Siding	\$3,266.00
Sill & Trim	\$1,653.00
Roofing	\$2,580.00
Windows	-33,150.00
Skylight	\$3,500.00
	<u>Subtotal</u>
	\$15,369.00
	15% Overhead & Profit
	<u>\$2,455.00</u>
	TOTAL
	\$17,824.00

<b>4. Extend Lounge, HC Rathroom, Production Office &amp; Airlock and Conference</b>		
General Conditions		\$1,800.00
Excavation		\$1,050.00
Carpentry		\$1,760.00
Drywall		\$3,800.00
Painting		\$1,120.00
Acoustical Tile Ceiling		\$580.00
Flooring		\$1,784.00
Roofing		\$200.00
Specialties		\$1,480.00
Doors		\$2,470.00
Plumbing		\$4,200.00
Electrical		<u>\$690.00</u>
	Subtotal	\$20,934.00
	15% Overhead & Profit	<u>\$3,140.00</u>
	<b>TOTAL</b>	<b>\$24,074.00</b>

**5. Steel Price Increase**

Structural Steel, Bar Joists, Metal Decking, Siding,		
Metal Studs, Sprinkler Pipe, Duct Work, Conduit, etc.		\$58,350.00
Hardypand will absorb		<del>\$20,000.00</del>
<b>TOTAL</b>		<u>\$38,350.00</u>

*50/50*  
78,175  
- 39,825

**Alternate #1 - Change production HVAC unit to high efficiency unit.**

Given the extended run hours in cooling of this area, this should have a quick pay back (under 3 years). **Add** \$9,243.00

**Alternate #2 - Install wall-mounted propeller transfer fan with**

fire dampers, grilles and sleeves to move heated air from the production area into the warehouse. Fan would be manually controlled by a wall switch **Add** \$9,671.00

*AIA Document A107*

# Abbreviated Form of Agreement Between Owner and Contractor

For CONSTRUCTION PROJECTS OF LIMITED SCOPE where

the Basis of Payment is a STIPULATED SUM

## 1987 EDITION

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

This document includes abbreviated General Conditions and should not be used with other general conditions.

It has been approved and endorsed by The Associated General Contractors of America.

### AGREEMENT

Made as of the First day of May in the year of Two Thousand Four

BETWEEN the Owner: J. Wesen Walsh  
221 Valley Street  
Portland, ME 04102

and the Contractor: Handywood Construction  
1019 Riverside Street - Suite 11  
Portland, ME 04103

The Project is: Unit 3  
1019 Riverside Street  
Portland, ME 04103

The Architect is: John Lesarey  
544 Q Street  
South Portland, ME 04106

The Owner and Contractor agree as set forth below

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20004

A107 - 1987

1

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**ARTICLE 1**  
**THE WORK OF THIS CONTRACT**

1.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, as follows:

PER PLANS and SPECIFICATIONS Dated March 22, 2004  
Attachments "A" & "B"

**ARTICLE 2**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

2.1 The date of commencement is the date from which the Contract Time of Paragraph 2.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if appropriate, state that the date will be fixed in a notice to proceed.)*

May 1, 2004

2.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Do not insert any requirement for earlier Substantial Completion of certain portions of the Work if no such requirement is in the Contract Documents.)*

September 1, 2004

subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert Provisions, if any, for adjustment of time relating to/after Substantial Completion.)*

**ARTICLE 3**  
**CONTRACT SUM**

3.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of **One Million, One Hundred Sixty Thousand, Two Hundred Forty-Two and 00/100 Dollars (\$1,157,062.00)**, subject to additions and deductions as provided in the Contract Documents.

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A197-1997

WARRANTY (Additional provisions applying relevant U.S. copyright laws and is subject to legal prosecution)

3

3.2 The Contract sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(Note: The number in parentheses designates the proposed alternate; (1) indicates an alternate proposed to be made by the Owner subsequent to the execution of this Agreement, which is subject to the other alternates proposed by the contractor; (2) indicates the alternate which they accept (1-1111)

N/A

3.3 Material Allowances, if any, are as follows:

N/A

## ARTICLE 4 PROGRESS PAYMENTS

4.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum in the amounts as provided below and also herein in the Contract Documents. The period covered by each Application for Payment shall be not exceeding month ending on the first day of the month, or as follows:

Registration on 20th of month, with payment within 14 days

No retainage held

4.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

*One and One Half (1 1/2%) Per cent per month  
Eighteen Percent (18%) Annual Percentage Rate*

Every time and every place within the United States in which a contract with and local contractor shall have any other requirements of the Owner's and Contractor's principal places of business, the location of the Project and otherwise may apply to the validity of this provision. Legal advice should be obtained with respect to delivery of this contract and other legal advice should be obtained with respect to delivery of this contract.

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A107 - 1997

3

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**ARTICLE 5  
FINAL PAYMENT**

5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Work has been completed, the Contract fully performed.

**ARTICLE 6  
ENUMERATION OF CONTRACT DOCUMENTS**

6.1 The Contract Documents are listed in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

6.1.1 The Agreement is in accordance with the AIA Document A191, 1987 Edition.

6.1.2 The Supplementary and other Conditions of the Contract are those attached

and are as follows:

Document	Title	Pages
	Design Modifications	2

6.1.3 The Specifications are those contained in the Project Manual dated as in Subparagraph 6.1.2, and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
	Scope of Work	3

General requirements.

6.1.4 The Drawings are as follows, and are dated March 23, 2004 unless a different date is shown below:  
(Refer to the Drawings lists or refer to an exhibit attached to this Agreement.)

Number	Title	Date
A1	First Floor Plan	
A2	Elevations	
A3	Sections	

6.1.5 The Addenda, if any, are as follows:

Number	Date	Pages
N/A		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 6.

6.1.6 Other documents, if any, forming part of the Contract Documents are as follows:

(List any additional documents or details intended to form part of the Contract Documents.)

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THIS DOCUMENT ALSO AVAILABLE FROM OFFICE OF CONTRACTOR ASSISTANCE - NINTH EDITION - AUGUST 1987  
FOR AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

ALA#7 - 1987

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9.8 The Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with proper site preparations. The Work shall be in accordance with approved submittals. Where professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certification.

9.9 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

9.10 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress whenever required.

9.11 The Contractor shall pay all penalties and license fees that depend upon or claims for infringement of patent rights and shall hold the Owner harmless from loss or damage thereon, but shall not be responsible for such damage or loss when a particular design, process or product of a particular manufacturer or manufacturer is required by the Contract Documents unless the Contractor has reason to believe that there is an infringement of patent.

9.12 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claims, damages, losses or expenses are 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 Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such injury, damage, loss or expense is caused in part by a party in described heretofore, 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 parties described in this Paragraph 9.12.

9.12.1 No claims against any person or entity indemnified under this Paragraph 9.12 by an employee of the Contractor, a Subcontractor, agent or directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under this Paragraph 9.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.12.2 The obligations of the Contractor under this Paragraph 9.12 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, Construction Change Directives, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

## ARTICLE 10

### ADMINISTRATION OF THE CONTRACT

10.1 The Architect will provide administration of the Contract and will be the Owner's representative (1) during construction, (2) until final payment under and (3) with the Owner's concurrence, from time to time during the agreement period described in Paragraph 15.

10.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make extensive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

10.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraphs 9.1 and 16.1. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

10.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

10.5 The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes or other matters in question between the Owner and Contractor, but will not be liable for results of any interpretations or decisions rendered in good faith. The Architect's decisions in matters relating to performance shall be final if consistent with the spirit expressed in the Contract Documents. All other decisions of the Architect, except those which have been waived by making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party.

10.6 The Architect will have authority to reject Work which does not conform to the Contract Documents.

10.7 The Architect will review and approve or make other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

10.8 All claims or disputes between the Contractor and the Owner arising out of or relating to the Contract or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Architect as required under Paragraph 10.5. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by

the architect or arbitrator shall be final, and judgment may be entered upon any award made, with applicable law in any court having jurisdiction thereof except by written consent of the person or entity sought to be joined, or arbitration arising out of or relating to the Contract Documents shall include: (1) construction joints or in any other manner, any person or entity not a party to this Agreement under which such arbitration is held, unless it is shown at the time the demand for arbitration is filed that (2) such person or entity is substantially involved in a concrete question of fact or law, (3) the presence of such person or entity is required of complete relief to be awarded in the arbitration, (4) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the architect or any of the architect's employees or consultants. This agreement herein among the parties to the Agreement and any other written agreement or reference referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

## **ARTICLE 11**

### **SUBCONTRACTS**

11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

## **ARTICLE 12**

### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

12.1 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 the contract identical or substantially similar to those, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the installation and storage of their materials and equipment and performance of their activities, and shall protect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

12.3 cost caused) by delays, improperly timed activities or defective construction shall be borne by the party responsible therefor.

## **ARTICLE 13**

### **CHANGES IN THE WORK**

13.1 The owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or modifications, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

13.2 The Contract Sum and Contract Time shall be changed only by Change Order.

13.3 The cost or credit to the Owner from a change in the Work shall be determined by written agreement.

## **ARTICLE 14**

### **TIME**

14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor certifies that the Contract Time is a reasonable period for performing the Work.

14.2 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 15.3.

14.3 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, postponed adverse weather conditions not reasonably anticipatable, unavoidable accidents or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

## **ARTICLE 15**

### **PAYMENTS AND COMPLETION**

15.1 Payments shall be made as provided in Articles 4 and 5 of this Agreement.

15.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage to the Owner by another contractor, (6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover material or liquidated damages for the anticipated delay, or (7) persistent failure to carry out the Work in accordance with the Contract Documents.

15.3 When the Architect agrees that the Work is substantially complete, the Architect will issue a Certificate of Substantial Completion.

15.4 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or retained in full covering all labor, material and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such.





pletion of the Contract or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article 18 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

18.1 Nothing contained in this Article 18 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Paragraph 18.1 refers only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligations 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 Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### ARTICLE 19

#### MISCELLANEOUS PROVISIONS

19.1 The Contract shall be governed by the law of the place where the Project is located.

19.2 All between the Owner and the Contractor, any applicable statute or limitations shall cooperate to run on any alleged cause of action shall be deemed to have accrued:

1. not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion;
2. not later than the date of issuance of the final Certificate for Payment for acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment; and
3. not later than the date of the relevant act (failure to act by the Contractor for acts or failures to act occurring after the date of the final Certificate for Payment).

#### ARTICLE 20

#### TERMINATION OF THE CONTRACT

20.1 If the Architect fails to recommend payment for 3 periods of 30 days through no fault of the Contractor, or if the Owner fails to make payment through the 3 periods of 30 days, the Owner may, upon seven additional days written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed and for payment for work required to materials, equipment, tools, and organization equipment and machinery, including reasonable overhead, profit and charge applicable to the Project.

20.2 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may cause good faith deficiencies and may deduct the cost thereof, including compensation for the Architect's services and expenses made necessary thereby, from the payment due or thereafter due the Contractor. Alternatively, at the Owner's option, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery therein owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 21  
OTHER CONDITIONS OR PROVISIONS

This Agreement entered into as of the day and year set forth above.

OWNER

CONTRACTOR

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print name and title*

\_\_\_\_\_  
*Print name and title*