

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED
Permit Number: 040792
JUN 11 2004
CITY OF PORTLAND

This is to certify that 1039 Riverside Llc /HardyPC Construction
has permission to Steel Erection permit for a 25,000 s.f. Commercial structure
AT 1039 Riverside St 331 A001001

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

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

Notification of inspection must be given and written permission procured before this building or part thereof is occupied or otherwise used-in.
HOURS NOT REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept.

Health Dept.

Appeal Board

Other

Department Name

Alan Knight 6/18/07
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 04-0792	Issue Date: CITY OF PORTLAND JUN 11 2004	CBL: 331 A001001
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Location of Construction: 1039 Riverside St	Owner Name: 1039 Riverside Llc	Owner Address: 340 Fore St	Phone: 797-6066
Business Name:	Contractor Name: HardyPond Construction	Contractor Address: 45 Bridgton Rd. Westbrook	Phone: 2077976066
Lessee/Buyer's Name	Phone:	Permit Type: Industrial	Zone:

Vacant Land	Steel Erection permit for a 25000 s.f. Commercial structure	Permit Fee:	Cost of Work: \$0.00	CEO District: 5
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Proposed Project Description: Steel Erection permit for a 25000 s.f. Commercial structure	FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group <i>NA</i> Type <i>Steel Erection</i> Signature: <i>[Signature]</i>
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Permit Taken By: mjn	Date Applied For: 06/11/2004	Zoning Approval	
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1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> late:	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied late:	Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied late:
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CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 04-0792	Issue Date: CITY OF PORTLAND JUN 1 2004	CBL: 331 A001001
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Lessee/Buyer's Name	Phone:	Permit Type:	Zone:

Past Use: Vacant Land	Proposed Use: Steel Erection permit for a 25000 s.f. Commercial structure	Permit Fee:	Cost of Work: \$0.00	CEO District: 5
		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group <i>NA</i> Type <i>Steel Erection</i>	

Proposed Project Description:
Steel Erection permit for a 25000 s.f. Commercial structure

Signature: _____ Signature: *[Signature]*

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Permit Taken By: mjn	Date Applied For: 06/11/2004	Zoning Approval		
-------------------------	---------------------------------	------------------------	--	--

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>	<p>Special Zone or Reviews</p> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<p>Zoning Appeal</p> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	<p>Historic Preservation</p> <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
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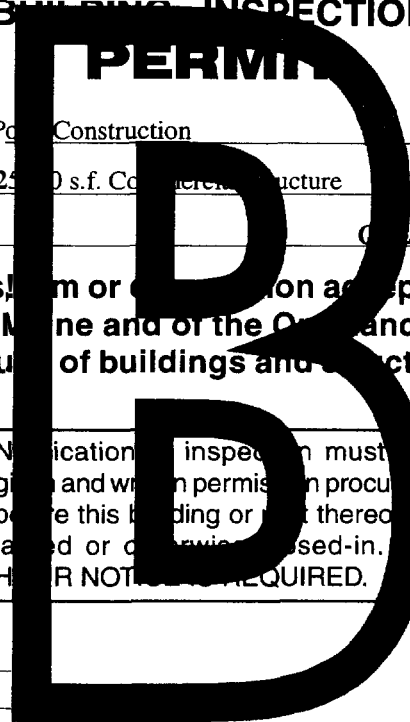
SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED
Permit Number: 040792
JUN 11 2004
CITY OF PORTLAND



This is to certify that 1039 Riverside Llc /HardyPo Construction
has permission to Steel Erection permit for a 2500 s.f. Commercial structure
AT 1039 Riverside St Call 331 A001001

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

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

Notification inspection must given and written permission procured before this building or part thereof is altered or otherwise used-in. HAZARDOUS NOTICES REQUIRED.

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

OTHER REQUIRED APPROVALS
Fire Dept. _____
Health Dept. _____
Zoning Board _____
Department Name _____

Alan Knight 6/10/04
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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Proposed Project Description: Steel Erection permit for a 25000 s.f. Commercial structure		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>NA</i> Type: <i>STEEL</i> <i>4/11/04 ONLY</i>	
		Signature:	Signature: <i>[Signature]</i>	
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
Signature: _____ Date: _____				

Permit Taken By: mjn	Date Applied For: 06/11/2004	Zoning Approval		
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SIGNATURE OF APPLICANT ADDRESS DATE PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE DATE PHONE

389 Congress St. rm 315
Portland, ME 04101
Phone: (207)874-8700
Fax: (207)874-8716

facsimile transmittal

To: Bob Gaudreau/John Leasure/L&L Str. From: Mike Nugent
Fax: 799-5432 Date: June 11, 2004
Phone 767-4600 Pages: 1
Re: 1039 Riverside St. (331 A001)

Urgent For Review Please Comment Please Reply Please Recycle

I have completed the review of the above project. This memo is per our conversations (Bob & John) on 6/10 and 6/11. The City will release a permit limited in scope to Steel erection only. The following information is required to be submitted, reviewed and approved in order to release the full construction permit:

- 1) Additions Stamped plans that include:
 - a) Fire Alarm, Fire Suppression, Plumbing, electrical and HVAC installation;
 - b) ~~Roof Covering Fire Classification~~
 - c) Interior carpeting and other applicable finishes flames spread and smoke development classes/ratings (Chapter 8)
 - d) Window and door schedule
 - e) ~~Roof drain system and specs.~~
 - f) A statement that Drift load, sliding snow loads, flat roof standards were employed in the roof design.
 - g) I didn't find an engineering detail that shows where the higher roof and lower roof meet and how that will tie together (Left a message for Mark Leasure, 6/11/04).
 - h) Please identify the source of the structural steel and their Certification information prior to the erection of it.
- 2) What analysis procedure was used for Earthquake load design (1610.4 and 1610.5)
- 3) ~~Will the Fire Suppression System extend into the enclosed Ceiling area?~~ If not please present a Fire blocking plan.

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Past Use: Vacant Land	Proposed Use: Steel Erection permit for a 25000 s.f. Commercial structure	Permit Fee:	Cost of Work: \$0.00	CEODistrict: 5
Proposed Project Description: Steel Erection permit for a 25000 s.f. Commercial structure		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: NA Type: STEEL W/1/4" GUSSET Signature: <i>[Signature]</i>	
		EDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____		

Permit Taken By: mjn	Date Applied For: 06/11/2004	Zoning Approval		
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CITY OF PORTLAND

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Fire Dept. _____
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Other _____
Department Name

Alan Knight
Director - Building & Inspection Services

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	Signature	Signature: <i>[Signature]</i>

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
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SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK. TITLE		DATE	PHONE

Applicant: J. Weston Walch

Date: 5/6/04

Address: 1039 Riverside St

C-B-L: 331-A-001

total site \rightarrow Bldg #5 only \rightarrow 2 Bldgs CHECK-LIST AGAINST ZONING ORDINANCE

Date - Existing Dev. - to Add to That $\frac{52,852}{4,106}$

Zone Location - I-M

permit # 04-0379

56,958# existing

Interior or corner lot -

Proposed Use/Work - 1 bldg of 9 new warehouse/industrial space

Sevage Disposal - City $\left. \begin{matrix} 8-1 \text{ story @ } 6,000\# \\ - 1-1 \text{ story } 14,700\# \end{matrix} \right\} 64,980\#$

Lot Street Frontage - 60' min - 606' given

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

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

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

Projections -

Width of Lot - N/A

Height - 75' MAX 21' high

Lot Area - Nominal 726,762# given

Lot Coverage/Impervious Surface - 75% MAX or 545,076# MAX allowed
49% \rightarrow Actual given

Area per Family - N/A

Off-street Parking - $\frac{8,640}{400} = 21.6$ for office $\frac{1}{38}$

Loading Bays - $\frac{16,128}{400} = 16.13$ for warehouse $\frac{1}{23}$
 $\frac{37.7}{38}$ SPACES req - 61 SPACES Show

Site Plan - Major # 2003-0203

Shoreland Zoning/Stream Protection - N/A

Flood Plains - panel B - Zone C - just outside

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

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•

389 Congress St. Rm 315
Portland, ME 04101
Phone: (207)874-8700
Fax: (207)874-8716

facsimile transmittal

To: John Leasure **From:** Mike Nugent

Fax: 799-5432 **Date:** May 12, 2004

Phone **Pages:** 1

Re: 1039 Riverside St

Urgent For Review Please Comment Please Reply Please Recycle

a • • • • a • • • •

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

- 1) The building was certified as being type 3A 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 designed pursuant to Section 313.1.1 or 313.1.2
- 3) The egress for the Office space passes through an adjoining space, this is noncompliant with the provisions of Chapter 10.
- 4) Complete cross sections of all intended fire separation assemblies with associated UL listings are required
- 5) HVAC, Plumbing and Electrical plans are required , complete with fire separation assembly penetration plans (see Section 714)



• • • • •



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 3A-PROTECTED~~ 2C PER JOHN LEASURE

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, Az
- I Seismic hazard exposure group
- C Seismic performance category
- S3 Soil profile type

BRACE Basic structural system / seismic-resisting system

R = 5
Cd = 4 1/2

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

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

Wind Loads

85 mph Basic Wind Speed 1/2 Internal Pressure Coefficient
B Wind Exposure Category 35 PSF Wind Design Pressure 1.05 Wind Importance Factor



CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Room 325
Portland, Maine 04101

ACCESSIBILITY CERTIFICATE

Designer: JOHN H. LEASURE ARCHITECT, INC.

Address of Project: 1039 RIVERSIDE ST. (REAR)
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: *John H. Leasure*

Title: PRESIDENT

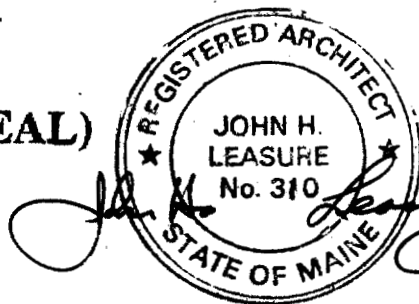
Firm: JOHN H. LEASURE ARCH'T INC

Address: Six Q St,

SO. PORTLAND, ME 04101

Phone: (207) 767. 4600

(SEAL)





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 Homeing & Community Service

FROM: JOHN H. LEASURE ARCHITECT, INC.

RE: Certificate of Design

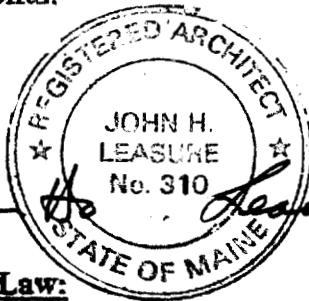
DATE: April 6, 2004

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 BOCA National Building Code / 1999 (Fourteenth Edition) and local amendments.

(SEAL)



Signature: John H. Leasure
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 afore referenced building according to the plans hitherto filed with the Commissioner and now approved. No departure from application form/plans shall be made without prior approval in writing. This permit is issued under the provision of Title 25, Chapter 317, Section 2448 and the provisions of Title 5, Section 4594 - F.

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

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

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

Commissioner

Copy-4 File

Comments:

L & L STRUCTURAL
ENGINEERING SERVICES, INC.

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

March 31, 2004

John Leasure
John Leasure - Architect
12 Little John Road
Cape Elizabeth, Maine 04107

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

Dear John,

At your request we are writing to inform you of our intent to perform special inspections for the above referenced project in accordance with Boca 1999, Chapter 17, Section 1705.0. In conversation with you our firm will be retained to proceed with these inspections. We will be responsible for the inspection of the following.

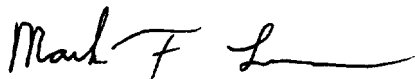
1. Verify that the concrete mix design meets the requirements of the design drawings.
2. Review the formwork and placement of reinforcement prior to placing concrete.
3. Review the structural steel materials and installation.
4. Review the structural steel joists, materials and installation.
5. Review the installation of the Steel Deck Units.
6. Review the installation of the Light Gage 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 Geaudreau (Hardy Pond 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 11
Portland, Maine 04103

Subject: Preliminary Geotechnical Engineering Services
Limited Investigation
Bearing Capacity Assessment
Proposed Second Tee 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 Tee 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 selected 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.



04-0238
April 1, 2004

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 6 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.

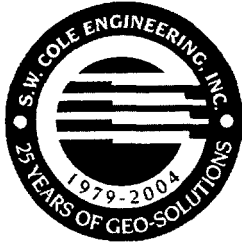
Groundwater was observed in the explorations at depths of about 4 to 4.5 feet at the time of the fieldwork. The soils were generally wet below the ground surface. Long-term groundwater information is not available.

EVALUATIONS AND RECOMMENDATIONS

Based on our observations and shallow groundwater conditions encountered, we recommend that the footings be placed on 8 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



04-0238
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.

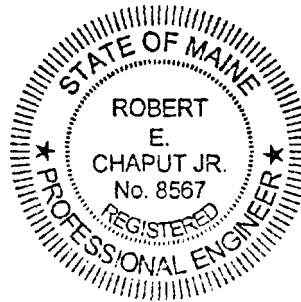
CLOSING

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. Chaput, Jr., P.E.
Vice President



REC:kml

P:\Swc-2004\04-0238\04-0238 Report.doc

ATTACHMENT A

Limitations

This report has been prepared for the exclusive use of Hardy Pond Construction for specific application to the Proposed Second Tee Business Park at 1039 Riverside Street in Portland, Maine as described herein. Our services were limited by Hardy Pond Construction to an assessment of soil bearing capacity only and a deeper soils investigation to evaluate settlement and other geotechnical considerations was specifically excluded by Hardy Pond Construction. Hardy Pond 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.

Schedule B



HARDY POND CONSTRUCTION
 EXPLORATION LOCATION SKETCH
 PROPOSED SECOND TEE BUSINESS PARK
 1039 RIVERSIDE STREET, PORTLAND, MAINE

Job No. 04-0238
 Date: 04/01/04
 Sheet 1

SCHEDULE OF AREAS

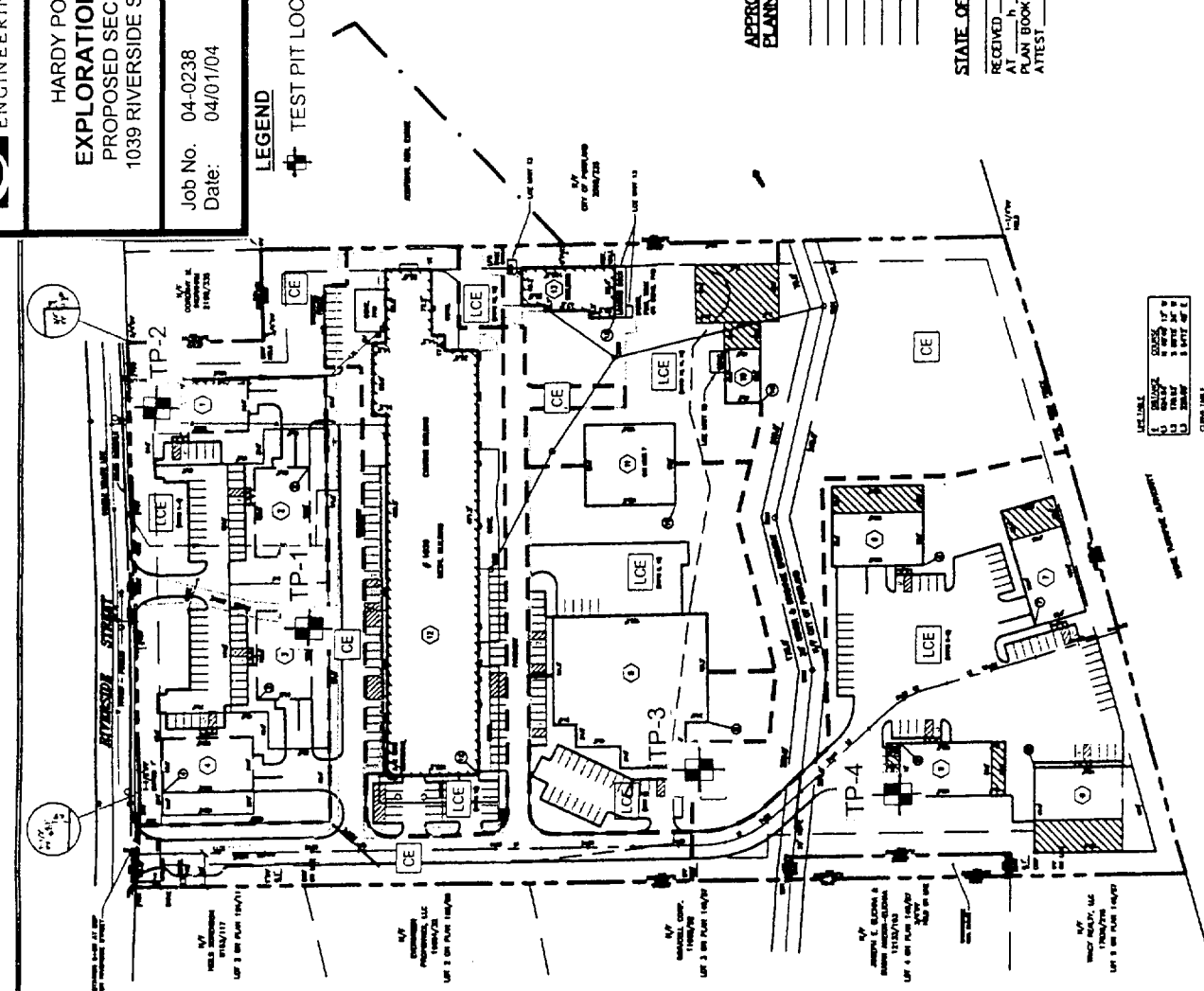
1	REAR	1300 SQ. FT.
2	MIDDLE	1250 SQ. FT.
3	FRONT	1250 SQ. FT.
4	PARKING	1250 SQ. FT.
5	OFFICE	1250 SQ. FT.
6	WAREHOUSE	1250 SQ. FT.
7	LOBBY	1250 SQ. FT.
8	MEETING	1250 SQ. FT.
9	RESTROOM	1250 SQ. FT.
10	STAIR	1250 SQ. FT.
11	ELEVATOR	1250 SQ. FT.
12	UTILITY	1250 SQ. FT.
13	MECHANICAL	1250 SQ. FT.
14	ELECTRICAL	1250 SQ. FT.
15	TELEPHONE	1250 SQ. FT.
16	FILE	1250 SQ. FT.
17	TRAINING	1250 SQ. FT.
18	RECEPTION	1250 SQ. FT.
19	CONFERENCE	1250 SQ. FT.
20	EXERCISE	1250 SQ. FT.
21	ROOF	1250 SQ. FT.
22	LANDSCAPE	1250 SQ. FT.
23	ASPHALT	1250 SQ. FT.
24	CONCRETE	1250 SQ. FT.
25	PAVEMENT	1250 SQ. FT.
26	PLUMBING	1250 SQ. FT.
27	MECHANICAL	1250 SQ. FT.
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196	ELECTRICAL	1250 SQ. FT.
197	TELEPHONE	1250 SQ. FT.
198	FILE	1250 SQ. FT.
199	TRAINING	1250 SQ. FT.
200	RECEPTION	1250 SQ. FT.

STATION AND OFFSET

1	1+00.00	35.00
2	1+05.00	35.00
3	1+10.00	35.00
4	1+15.00	35.00
5	1+20.00	35.00
6	1+25.00	35.00
7	1+30.00	35.00
8	1+35.00	35.00
9	1+40.00	35.00
10	1+45.00	35.00
11	1+50.00	35.00
12	1+55.00	35.00
13	1+60.00	35.00

NOTES

1. COPY OF RECORD DRAWING TO BE SUBMITTED TO THE OWNER AND TO THE CITY OF PORTLAND.
2. ALL UTILITIES SHOWN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY.
3. THE LOCATION OF THE TEST PITS IS SHOWN ON THIS PLAN.
4. THE LOCATION OF THE EXPLORATION POINTS IS SHOWN ON THIS PLAN.
5. THE LOCATION OF THE EXPLORATION POINTS IS SHOWN ON THIS PLAN.
6. THE LOCATION OF THE EXPLORATION POINTS IS SHOWN ON THIS PLAN.
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10. THE LOCATION OF THE EXPLORATION POINTS IS SHOWN ON THIS PLAN.



LEGEND

TEST PIT LOCATION

EXISTING WALL

PROPOSED WALL

EXISTING DOOR

PROPOSED DOOR

EXISTING WINDOW

PROPOSED WINDOW

EXISTING UTILITY

PROPOSED UTILITY

EXISTING CONCOURSE

PROPOSED CONCOURSE

EXISTING ROOF

PROPOSED ROOF

EXISTING LANDSCAPE

PROPOSED LANDSCAPE

EXISTING ASPHALT

PROPOSED ASPHALT

EXISTING CONCRETE

PROPOSED CONCRETE

EXISTING PAVEMENT

PROPOSED PAVEMENT

EXISTING PLUMBING

PROPOSED PLUMBING

EXISTING MECHANICAL

PROPOSED MECHANICAL

EXISTING ELECTRICAL

PROPOSED ELECTRICAL

EXISTING TELEPHONE

PROPOSED TELEPHONE

EXISTING FILE

PROPOSED FILE

EXISTING TRAINING

PROPOSED TRAINING

EXISTING RECEPTION

PROPOSED RECEPTION

EXISTING CONFERENCE

PROPOSED CONFERENCE

EXISTING EXERCISE

PROPOSED EXERCISE

EXISTING ROOF

PROPOSED ROOF

EXISTING LANDSCAPE

PROPOSED LANDSCAPE

EXISTING ASPHALT

PROPOSED ASPHALT

EXISTING CONCRETE

PROPOSED CONCRETE

EXISTING PAVEMENT

PROPOSED PAVEMENT

EXISTING PLUMBING

PROPOSED PLUMBING

EXISTING MECHANICAL

PROPOSED MECHANICAL

EXISTING ELECTRICAL

PROPOSED ELECTRICAL

EXISTING TELEPHONE

PROPOSED TELEPHONE

EXISTING FILE

PROPOSED FILE

EXISTING TRAINING

PROPOSED TRAINING

EXISTING RECEPTION

PROPOSED RECEPTION

EXISTING CONFERENCE

PROPOSED CONFERENCE

EXISTING EXERCISE

PROPOSED EXERCISE

APPROVAL-CITY OF PORTLAND
 PLANNING AUTHORITY

STATE OF MAINE

RECEIVED _____ COUNTY SS. REGISTRY OF DEEDS
 AT _____ m AND RECORDED IN
 PLAN BOOK _____ PAGE _____ REGISTER

DATE _____
 CHECKED BY _____

CONDOMINIUM PLAN

RECORD THE BUREAU FILE CONDOMINIUM
 (1039 RIVERSIDE STREET) PORTLAND, MAINE
 1039 RIVERSIDE LLC
 1039 RIVERSIDE STREET, PORTLAND, MAINE
 OWEN HASEBELL, INC.

FILE NO. _____
 MAP NO. _____
 DRAWN BY _____
 CHECKED BY _____
 DATE _____

LEGIBLE

OWNER: _____
 PROJECT: _____
 SHEET: _____ OF _____

COPYRIGHT

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____

GRAPHIC SCALE

1" = _____'

REVERSE SIDE

REVISIONS

NO. DATE BY

1 10/20/03 JCH

2 04/01/04 JCH

3 04/01/04 JCH

4 04/01/04 JCH

5 04/01/04 JCH

6 04/01/04 JCH

7 04/01/04 JCH

8 04/01/04 JCH

9 04/01/04 JCH

10 04/01/04 JCH



TEST PIT LOGS

PROJECT/CLIENT: PROPOSED SECOND TEE BUSINESS PARK / HARDY POND CONSTRUCTION
 LOCATION: 1039 RIVERSIDE STREET, PORTLAND, MAINE
 BACKHOE FIRM: HARDY POND CONSTRUCTION OPERATOR: BOB GOUDREAU

PROJECT NO.: 04-0238
 SWCREP.: TJG

TEST PIT <u>TP-1</u>			
DATE: <u>3/26/2004</u>		SURFACE ELEVATION: <u>NOT AVAIL.</u>	
		LOCATION: <u>SEE SHEET 1</u>	
SAMPL NO	DEPTH (FT)	STRATUM DESCRIPTION	TEST RESULTS
S-1	1.0'	DARK BROWN SANDY SILT, TRACE GRAVEL WITH ORGANICS	
	6.0'	LIGHT BROWN SILTY FINE TO MEDIUM SAND	
	8.5'	GRAY SILTY FINE SAND WITH SILT AND CLAY LAYERS	
		BOTTOM OF EXPLORATION AT 8.5'	
COMPLETION DEPTH: <u>8.5'</u>		DEPTH TO WATER: <u>4'</u>	

TESTPIT <u>TP-2</u>			
DATE: <u>3/26/2004</u>		SURFACE ELEVATION: <u>NOT AVAIL.</u>	
		LOCATION: <u>SEE SHEET 1</u>	
SAMPLE NO	DEPTH (FT)	STRATUM DESCRIPTION	TEST RESULTS
s-2	1.0'	DARK BROWN SANDY SILT WITH ORGANICS	
	5.0'	LIGHT BROWN SILTY FINE TO MEDIUM SAND	
	8.0'	GRAY SILTY FINE SAND WITH SILT AND CLAY LAYERS	
		BOTTOM OF EXPLORATION AT 8'	
COMPLETION DEPTH: <u>8'</u>		DEPTH TO WATER: <u>4.5'</u>	



S.W. COLE ENGINEERING INC.

TEST PIT LOGS

PROJECT/CLIENT PROPOSED SECOND TEE BUSINESS PARK / HARDY POND CONSTRUCTION
 LOCATION 1039 RIVERSIDE STREET, PORTLAND, MAINE
 BACKHOE FIRM HARDY POND CONSTRUCTION OPERATOR BOB GOUDREAU

PROJECT NO 04-0238
 SWC REP TJG

TEST PIT <u>TP-3</u>			
DATE: <u>3/26/2004</u>		SURFACE ELEVATION: <u>NOT AVAIL.</u>	
		LOCATION: <u>SEE SHEET 1</u>	
SAMPLE NO	DEPTH (FT)	STRATUM DESCRIPTION	TEST RESULTS
S-3	0.5'	BROWN SAND AND GRAVEL, TRACE COBBLES	
	4.5'	ORANGE/BROWN SILTY FINE TO MEDIUM SAND	
	5.5'	GRAY FINE SAND WITH SILT AND CLAY LAYERS	
	6.0'	BOTTOM OF EXPLORATION AT 6'	
COMPLETION DEPTH: <u>6'</u>		DEPTH TO WATER: <u>4'</u>	

TESTPIT <u>TP-4</u>			
DATE: <u>3/26/2004</u>		SURFACE ELEVATION: <u>NOT AVAIL</u>	
		LOCATION: <u>SEE SHEET 1</u>	
SAMPLE NO	DEPTH (FT)	STRATUM DESCRIPTION	TEST RESULTS
S-4	8"	DARK BROWN SANDY SILT WITH ORGANICS	
	3.5'	LIGHT BROWN FINE SANDY SILT	
	6.5'	BROWN SILTY SAND	
	7.0'	GRAY SILTY FINE SAND WITH SILT AND CLAY LAYERS	
	8.0'	GRAY SILTY CLAY	
		BOTTOM OF EXPLORATION AT 8'	
COMPLETION DEPTH: <u>8'</u>		DEPTH TO WATER: <u>NO FREE WATER OBSERVED</u>	



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

All stratification 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)
q _u	-	unconfined compressive strength, kips/sq. ft. - based on laboratory unconfined compressive test
S _v	-	field vane shear strength, kips/sq. ft.
L _v	-	lab vane shear strength, kips/sq. ft.
q _p	-	unconfined compressive strength, kips/sq. ft. based on pocket penetrometer test
O	-	organic content, percent (dry weight basis)
W _L	-	liquid limit - Atterberg test
W _P	-	plastic limit - Atterberg test
WOH	-	advance by weight of hammer
WOM	-	advance by weight of man
WOR	-	advance by weight of rods
HYD	-	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.
γ _T	-	total soil weight
γ _B	-	buoyant soil weight

Description of Proportions:

0 to 5% TRACE
5 to 12% SOME
12 to 35% "Y"
35+% AND

REFUSAL: Test Boring Explorations - Refusal depth indicates that 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.



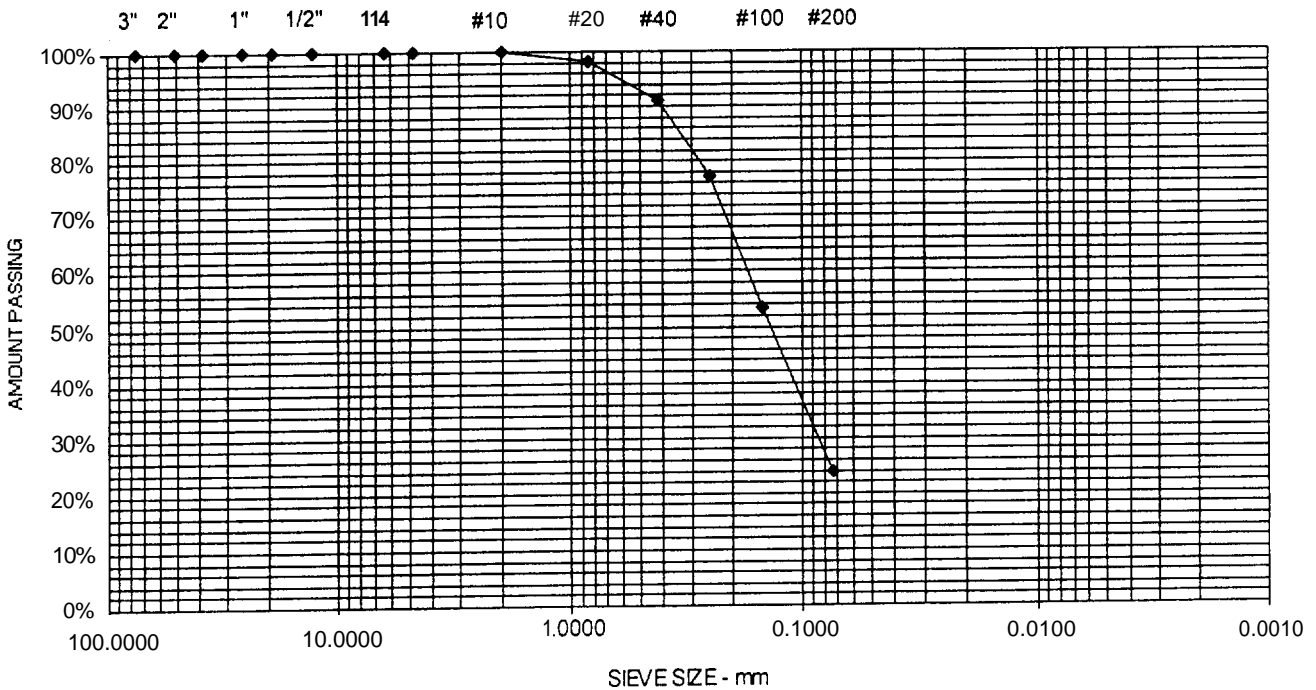
Report of Gradation

ASTM C-117 & C-136

Project Name HARDYPOND PORTLAND RIVERSIDE COMMERCIAL SUBDIVISION
 SSI
 Client HARDYPOND CONSTRUCTION INC
 Exploration **TP-2,S-2,4.0'**
 Material Source

Project Number 04-0238
 Lab ID 984A
 Date Received 3/26/2004
 Date Completed 3/29/2004
 Tested By RYAN BRAGG

SIEVE OPENING (mm)	SIEVE SIZE	AMOUNT PASSING (%)	
152.4	6"	100	
127	5"	100	
101.6	4"	100	
76.1	3"	100	
50.8	2"	100	
38.1	1-112"	100	
25.7	1"	100	
19	3/4"	100	
12.7	1/2"	100	
6.35	1/4"	100	
4.76	No. 4	100	0% Gravel
2	No. 10	100	
0.841	No. 20	98	
0.42	No. 40	91	76.3% Sand
0.25	No. 60	77	
0.149	No. 100	53	
0.074	No. 200	23.7	23.7% Fines



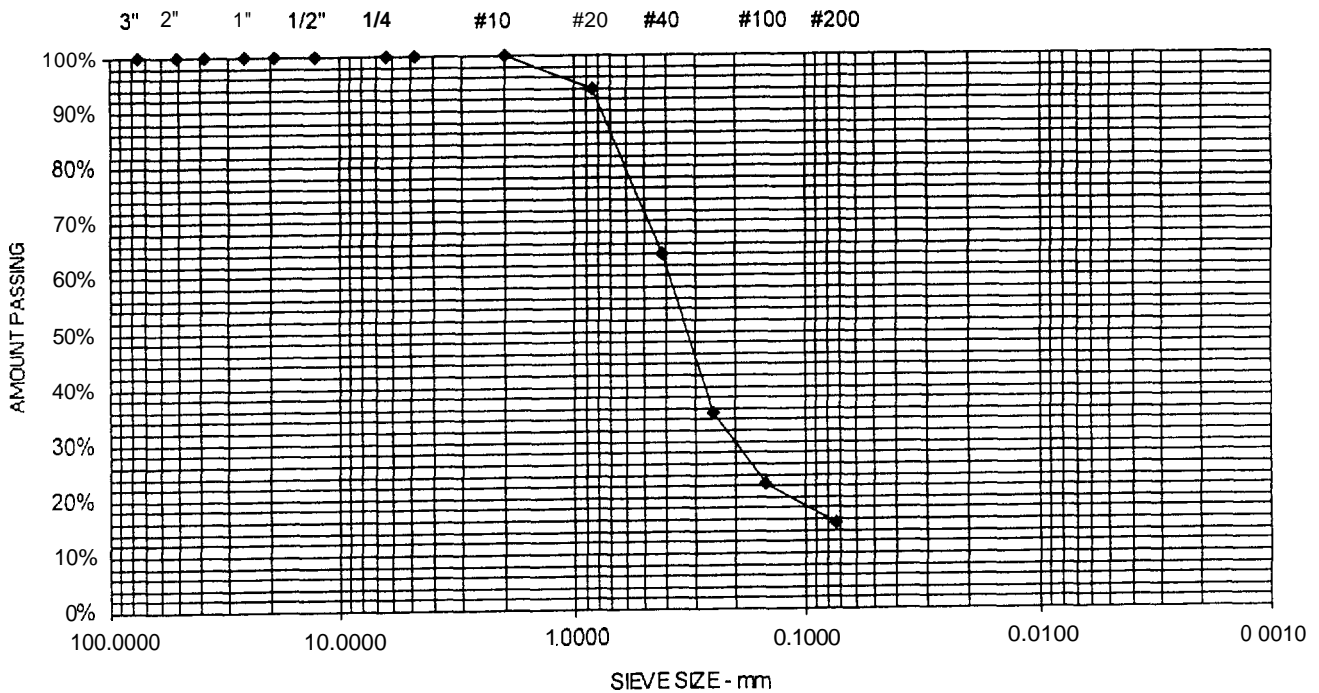
Comments

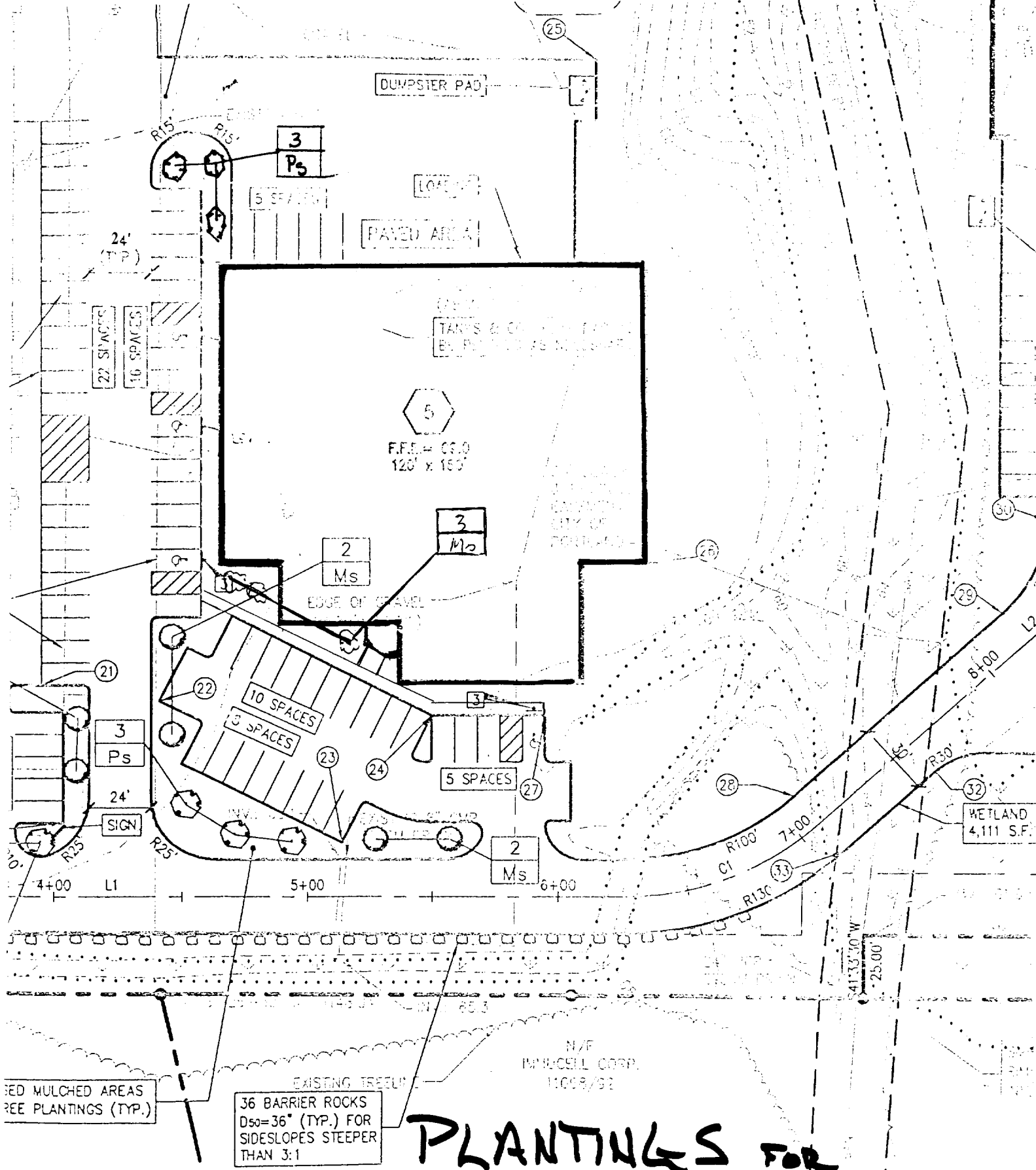


Project Name **HARDYPOND PORTLAND RIVERSIDE COMMERCIAL SUBDIVISION**
 SSI
 Client **HARDYPOND CONSTRUCTION INC**
 Exploration **TP-3,S-3,5.5'**
 Material Source

Project Number **04-0238**
 Lab ID **985A**
 Date Received **3/26/2004**
 Date Completed **3/29/2004**
 Tested By **RYAN BRAGG**

<u>SIEVE OPENING (mm)</u>	<u>SIEVE SIZE</u>	<u>AMOUNT PASSING (%)</u>	
152.4	6"	100	
127	5"	100	
101.6	4"	100	
76.1	3"	100	
50.8	2"	100	
38.1	1-1/2"	100	
25.7	1"	100	
19	3/4"	100	
12.7	1/2"	100	
6.35	1/4"	100	
4.76	No. 4	100	0% Gravel
2	No. 10	100	
0.841	No. 20	94	
0.42	No. 40	64	84.5% Sand
0.25	No. 60	35	
0.149	No. 100	23	
0.074	No. 200	15.5	15.5% Fines





PLANTINGS FOR UNIT 5

STATION AND OFFSET

#	STATION	OFFSET		#	STATION	OFFSET	
1	0+32.37	15.00	R	21	3+94.64	85.78	L
2	0+36.26	15.00	L	22	4+40.75	79.32	L
3	0+38.13	67.07	L	23	5+13.88	21.92	L
4	0+52.84	137.13	L	24	5+49.45	73.49	L
5	1+41.72	167.49	L	25	8+48.28	287.09	L
6	1+31.31	270.45	L	26	7+28.03	123.80	L
7	1+31.09	321.45	L	27	5+94.45	73.67	L

All Purpose Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges or 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 IN TO THE "SECOND TRAIL" HO...)</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>331</u> Block# <u>A</u> Lot# <u>001</u>	Owner: <u>1039 RIVERSIDE, LLC</u> <u>55 HARDY RD</u> <u>FALMOUTH, ME 04105</u>	Telephone: <u>797-6066</u>
Lessee/Buyer's Name (If Applicable) <u>J. WRSTON WALCH</u>	Applicant name, address & telephone: <u>HARDYPOND CONST</u> <u>1039 RIVERSIDE ST</u> <u>PORTLAND, ME 04103</u>	Cost Of Work: <u>\$ 817,000</u> Fee: <u>\$ 7,374.00</u>
Current use: <u>RAW LAND</u>	<u>797-6066</u>	<u>+ 75</u>
If the location is currently vacant, what was prior use: <u>MANE. STORAGE YARD</u> <u>\$ 7449.</u>		
Approximately how long has it been vacant: <u>NA</u>		
Proposed use: <u>OFFICE, PRODUCTION, WAREHOUSE</u> <u>overpaid \$ 24.00</u>		
Project description: <u>CONSTRUCT SINGLE STORY OFFICE, WAREHOUSE STRUCTURE ON UNIT 5 OF SECOND TRAIL CONDO BUSINESS PARK</u>		
Contractor's name, address & telephone: <u>HARDYPOND CONST</u> <u>1039 RIVERSIDE ST SUITE 11</u> <u>PORTLAND, ME 04103</u> <u>797-6066</u>		
Who should we contact when the permit is ready: <u>BOB GAUDREAU</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 \$100.00 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.

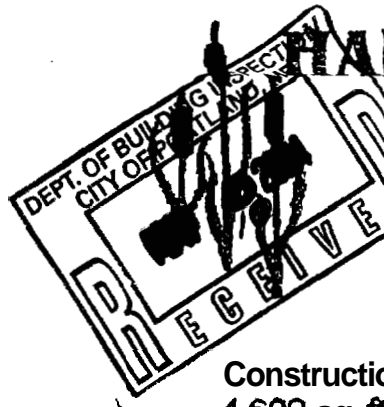
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: <u>[Signature]</u>	Date: <u>4/6/04</u>
--	---------------------

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

331 A 001

"A"

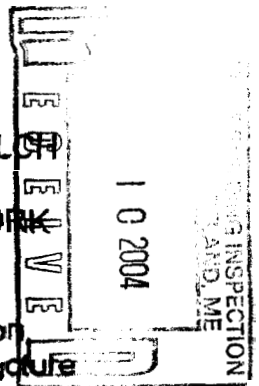


HARDY POND CONSTRUCTION

1039 RIVERSIDE ST. - SUITE 11
PORTLAND, MAINE 04103
(207) 797-6066
FAX (207) 797-8986

J. WESTON WALSH

SCOPE OF WORK



Construction of a single story 25,000 sq. ft. (office, 10,000 sq. ft.; production 4,600 sq. ft.; light storage, 2,300 sq. ft.; warehouse, 8,600 sq. ft.) steel structure with insulated metal panel siding, EPDM rubber roof, HVAC office and production areas, humidity-controlled warehouse, life safety systems, sprinklers, parabolic office lighting and standard office finish.

Scope of work includes the following:

General Conditions ~ Architects drawings, structural drawings, State of Maine Department of Public Safety permit, building permit from City of Portland, geotechnical engineering review, concrete testing, structural inspections, Planning Department review fees, on-site supervision, temporary phone, electric, toilet and protection, job site safety, construction debris removal, building layout and final cleaning.

Site Work ~ Excavation of building foundations, utilities, preparation for slabs and loam & seed within 10 feet of building parameter.

landscaping ~ Install three 6-foot white pines and three 2-inch caliber zumi crabapple trees.

Concrete ~ Footings, piers, walls (3,000 psi concrete), slab-on-grades (4,000 psi), 4 inch thick office floor and 5 inch thick production and warehouse, fiber mesh reinforcement installed in all slabs and vapor barrier under all slabs, finish to be smooth, steel trowel finished, cold-formed or saw-cut control joints as required and concrete sealer to be sprayed on all exposed concrete slabs.

Masonry ~ Provide split-faced, colored wainscoting 8 x 16 block around perimeter of building, "dry-block" additive to be added in block & mortar and vermiculite insulation to be poured into 8" block in production & warehouse areas.

Metals ~ Steel columns, beam, diagonal supports, zee supports, bar joist and metal "B" decking. All structural steel fabrication, erection and connection design will conform to AISC Specification's ninth edition. All structural steel will be shop-primed gray.

Carpentry ~ Blocking for doors, toilet accessories, cabinets and shelving. Kitchen cabinets to be white Yorktown Premier Line cabinets with Wilsonart plastic laminate counter top; and painted plywood sill with 2 1/2" colonial apron molding at windows.

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-span rigid insulation panel system (ft. 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 knockdown 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 area, 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 two 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 8090 insulated sectional overhead door units, one mechanical edge-of-dock unit, two sets of laminated, rubber bumpers and one curtain-head dock seal.

with
napkin disposal units, paper towel
dispensers, grab bars and 1/4" plate glass

also meet all state and local code requirements.

Water lines to be copper type "L" with Armaflex insulation, 40-gallon heater, mop basin & faucet, three frost-proof, exterior hose flushometers, lavatories, urinal, single-bowl, stainless steel piping will be PVC.

consist of
units. The air
insulated, sheet metal duct
warehouse unit will have a step-down
maintained by introduction of outside air via the rooftop
provided with economizers to allow for the use of outside
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.

se service to warehouse area
production area. Install a total of
provide and install 25 recessed
emergency lights, fire alarm
and pull stations monitored by
line per office or cubicle for a
np T-8 strip lights in warehouse
provide dedicated power outlets
production area. Provide
g to signs as directed and

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.

Hardypond Construction

1039 Riverside Street - Suite 11

Portland, ME 04103

207-797-6066

fax 207-797-8986

"6"

Design Modifications

J. Weston Walch Publishers

1. Revised Entry ~ Dated April 20.2004

General Conditions	\$4,100.00
Sitework	\$600.00
Foundation	\$1,000.00
Structural	\$5,880.00
Metal Framing & Carpentry	\$7,200.00
Bar Joists & Decking	\$6,790.00
Metal Ceiling	\$6,974.00
EFIS	\$8,350.00
Roofing	\$4,820.00
Electrical	<u>\$1,200.00</u>
Subtotal	\$46,914.00
Credit on old design	<u>-\$7,500.00</u>
	\$39,414.00
15% Overhead & Profit	<u>\$5,912.00</u>
TOTAL	\$45,326.00

2. Add Interior Sidelight Door (21)

Frames	\$2,720.00
Glazing	<u>\$1,676.00</u>
Subtotal	\$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	\$3,296.00
Sill & Trim	\$1,053.00
Roofing	\$2,560.00
Windows	-\$3,150.00
Skylight	<u>\$3,500.00</u>
Subtotal	\$16,369.00
15% Overhead & Profit	<u>\$2,455.00</u>
TOTAL	\$18,824.00

4. Extend Lounge, HC Bathroom, Production ~~office~~ & Airlock-and Conference

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>
	TOTAL	\$24,074.00

5. Steel Price Increase

Structural Steel, Bar Joists, Metal Decking, Siding, Metal Studs, Sprinkler Pipe, Duct Work, Conduit, etc.		\$56,350.00
Hardypond will absorb		\$20,000.00 28,175
TOTAL		\$36,350.00 -8175

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 \$3,243.00

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 \$3,611.00

ALA 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. Weston Walch
221 Valley Street
Portland, ME 04102

and the Contractor: Hardypond Construction
1039 Riverside Street ~ Suite 11
Portland, ME 04103

The Project is: Unit 5
1039 Riverside Street
Portland, ME 04103

The Architect is: John Leasure
Six Q Street
South Portland, ME 04106

The Owner and Contractor agree as set forth below.

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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, or 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 applicable, 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. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere 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 liquidated damages relating to failure to complete on time.)

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-Three and 00/100 Dollars (\$1,152,068.00)**, subject to additions and deductions as provided in the Contract Documents.

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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:

(state the number or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

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 to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Requisition on 25th of month with payment within 14 days.

No retinage 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*

Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.

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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 this executed Abbreviated Form of Agreement Between Owner and Contractor, AIA Document A107, 1987 Edition.

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

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 22, 2004 unless a different date is shown below:
(Either list the Drawings here 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.

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

List any additional documents which are intended to form part of the Contract Documents.

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GENERAL CONDXTIONS

ARTICLE 7 CONTRACT DOCUMENTS

7.1 The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

7.2 The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor.

7.3 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.

7.4 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 8 OWNER

8.1 The Owner shall furnish surveys and a legal description of the site.

8.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

8.3 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 9 CONTRACTOR

9.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

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

9.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

9.4 The Contractor warrants to the Owner ~~Architect~~ that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

9.5 Unless otherwise provided in the Contract Documents, the Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

9.6 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Architect and Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith.

9.7 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

ARTICLE 10

ADMINISTRATION OF THE CONTRACT

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 reasonable promptness. The Work shall be in accordance with approved submittals. When 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 certifications.

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 wherever located.

9.11 The Contractor shall pay all royalties and license fees; shall defend suits or claims for infringement of patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers 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 attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the 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 claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 9.12.

9.12.1 In claims against any person or entity indemnified under this Paragraph 9.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation 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.

10.1 The Architect will provide administration of the Contract and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 15.1.

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 exhaustive 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 aesthetic effect will be final if consistent with the intent 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 take 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 arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) 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. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate 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 these, 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 introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

12.3 Costs 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 mutual 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 confirms 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, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties 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 or 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 actual 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 receipts 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

lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

Acceptance of final payment by the Contractor, 2 Subcontractor or material supplier shall constitute 2 waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16

PROTECTION OF PERSONS AND PROPERTY

16.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein; and
- .3 other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Subparagraphs 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 9.12.

16.2 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

ARTICLE 17

INSURANCE

17.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work

itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or any one directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 9.12. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.

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

17.3 Unless otherwise provided, the Owner shall purchase and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall be on an all-risk policy form and shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

17.4 A loss insured under Owner's property insurance shall be adjusted with the Owner and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

17.5 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

17.6 The Owner and Contractor waive all rights against each other and the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article 17 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as fiduciary. The Contractor shall require lien waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors. The Owner shall require similar waivers in favor of the Owner and Contractor by the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them.

ARTICLE 18

CORRECTION OF WORK

18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Com-

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.

18.2 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 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the 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 As between the Owner and the Contractor, any applicable statute of limitations shall commence to run and 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 or 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 2 periods of 30 days through no fault of the Contractor, or if the Owner fails to make payment thereon for 2 periods of 30 days, the Contractor 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 proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages 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 make good such deficiencies and may deduct the cost thereof, including compensation for the Architect's services and expenses made necessary thereby, from the payment then 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 thereon 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 first written above.

OWNER

CONTRACTOR

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)