

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 05-1694	Issue Date: FEB 10 2006	CBL: 331 A001001
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Location of Construction: 1039 Riverside St	Owner Name: 1039 Riverside Llc	Owner Address: 340 Fore St
Business Name:	Contractor Name: Patco Construction	Contractor Address: 1293 Main St Sanford
Lessee/Buyer's Name	Phone:	Permit Type: Commercial
		Zone: ITM

Past Use: Commercial Condo's	Proposed Use: New 10,000sq ft Pre-engineered building w/ offices,lab & production space	Permit Fee: \$6,558.00	Cost of Work: \$718,000.00	CEO District: 5
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Proposed Project Description: New 10,000 sq ft Pre-engineered building w/ offices, lab & production space	FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Need to Review Lab Process Signature: Greg Cass	INSPECTION: Use Group 3 Type: 2B 2/9/06 Signature: [Signature]
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Permit Taken By: Idobson	Date Applied For: 11/18/2005	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 Review <input type="checkbox"/> Shoreland w/1/1 <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone parcel 1 - zone C <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan 2005-0152 Maj <input type="checkbox"/> Minor <input checked="" type="checkbox"/> MM <input type="checkbox"/> or w/ conditions Date: 12/25/05 [Signature]	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 checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review, <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: [Signature]
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CERTIFICATION

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

SIGNATURE OF APPLICANT ADDRESS DATE PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE DATE PHONE

City of Portland, Maine - Building or Use Permit

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

Permit No: 05-1694	Date Applied For: 11/18/2005	CBL: 331 A001001
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Location of Construction: 1039 Riverside St	Owner Name: 1039 Riverside Llc	Owner Address: 340 Fore St	Phone:
Business Name:	Contractor Name: Patco Construction	Contractor Address: 1293 Main St Sanford	Phone (207) 324-5574
Lessee/Buyer's Name	Phone:	Permit Type: Commercial	

Proposed Use: New 10,000 sq ft Pre-engineered building w/ offices, lab & production space	Proposed Project Description: New 10,000 sq ft Pre-engineered building w/ offices, lab & production space
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Dept: Building Status: Approved with Conditions Reviewer: Mike Nugent Approval Date: 02/09/2006

Note: **Ok to Issue:**

1) Separate Stamped HVAC ,electrical and Plumbing Plans must be submitted and separate permits onbrained prior to installation.

2) Need flame spread and smoke development indexes for applicable interior finishes.

Dept: Fire Status: Approved with Conditions Reviewer: Cptn Greg Cass Approval Date: 12/07/2005
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Note: **Ok to Issue:**

1) All building construction to comply with NFPA 101 chapter 40 see annex A3.3.134.8

Dept: Engineering Status: Approved Reviewer: Tony Approval Date: 01/21/2004

Note: PUBLIC WORKS ENGINEERING REVIEW...10/02/03 **Ok to Issue:**

I have reviewed the plans and application dated 9/25/03 and offer the following comments:

1. The plans need to specify the limits of disturbance and excavation within Riverside Street, for the purpose of installing utilities and granite curbing.. Further, the plans need to specify the pavement repairs required per the City's Street Opening Ordinance. Riverside Street, between Warren Avenue and Forest Avenue is a 5-year moratorium 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 Reviewer: Lt. MacDougal Approval Date: 09/30/2003

Note: **Ok to Issue:**

1j additional hydt locations need approval

Dept: DRC Status: Approved with Conditions Reviewer: Sebago Technic Approval Date: 02/10/2004

Note: **Ok to Issue:**

1) see Planning conditions

Location of Construction: 1039 Riverside St	Owner Name: 1039 Riverside Llc	Owner Address: 340 Fore St	Phone:
Business Name:	Contractor Name: Patco Construction	Contractor Address: 1293 Main St Sanford	Phone (207) 324-5574
Lessee/Buyer's Name	Phone:	Permit Type: Commercial	

Comments:

11/23/2005-amachado: Left message with Dennis Waters. Need a copy of the site plan and the building number.

12/29/2005-mjn: need the following:

- 1) COMCheck Energy Conservation compliance Report.
- 2) Information detailing interior finishes and establishing compliance with Chapter 8 of the 2003 IBC.
- 3) HVAC, Plumbing and Electrical plans created by a licensed engineer.
- 4) Door 1 and the glazing panel next to it need to be class II Safety Glazing.
- 5) All doors are shown as landing at grade. If this is not the case, code compliant stair plans must be submitted and approved.
- 6) The Architecturals did not have any details, really none! Except the simple wall cross section. The general contractor is disallowed by law from doing design work, so the architect needs to provide detail work for the complete construction.

2/7/2006-dmartin: Ron from Patco brought in more plans today, took off hold and routed back to MJN/ dm



PATCO
CONSTRUCTION, INC.

February 1, 2006

Mr. Mike Nugent
City of Portland

RE: 1039 Riverside Street, Permit #051694

Dear Mike,

In response to your fax dated 12/29/05 regarding your permit review for the above mentioned project, we submit the following:

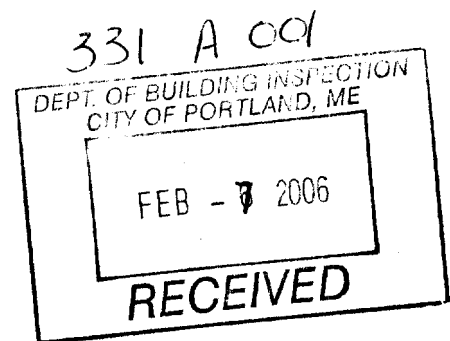
1. Comcheck Energy Conservation compliance report is attached.
2. Interior finishes detailed on finish schedule. Sheet A. 7
3. HVAC, Plumbing and Electrical plans created by a licensed engineer are in progress and **will** be submitted by our subcontractors when they apply for their permits.
4. Door #1 and the glazing panel next to it are class II safety glazing **as** shown on the door schedule.
5. All exterior doors have stoops at grade **as** noted on door detail page. No stairs are required.
6. Attached is a **46** page set of construction drawings, including 9 pages of architectural drawings with all required building sections, wall sections, ceiling plan, door schedule, window schedule, finish schedule, roof plan, building details, cabinet details, etc. **as** required to complete construction.
Mechanical plans, sprinkler plans, and electrical plans, stamped by the appropriate engineers will be submitted when our subcontractors apply for their permits.

Thanks for your help.

Sincerely,

Dennis M. Waters
Vice President

cc: Mr. Garv Goodrich, Bio Processing



Building Summary for:
International Energy Conservation Code 2003 (IECC 2003)
Bio Processing, Inc.
1039 Riverside Street, Portland, Maine

1. Comcheck **Energy** Conservation compliance report attached.
2. Foundation Insulation – 2” thick polystyrene insulation, (R-10), full height of wall, inside foundation.
3. Slab on grade Insulation – N/A
4. Exterior Wall Insulation – 4” thick fiberglass metal building insulation (R-13) with wall panels plus 3 ½” thick fiberglass insulation (R-11) in stud wall cavities. Polypropylene/scrim/kraft vapor barrier, perm rating 0.09 perm.
5. Roof Insulation – 6” thick fiberglass metal building insulation (**R-19**) without thermal break with roof panels plus 6” thick (R-19) at suspended ceiling. Polypropylene/scrim/kraft vapor barrier, **perm** rating 0.09 perm.
6. Windows – Thermally broken **metal** frames, 1” insulated glass, 0.65 U-value. Glazed area is **4%** of above grade **wall** area.

Product Data Sheet



FOAMULAR® 150

Rigid Foam Insulation

All-purpose foam panel insulation for masonry and other applications.

Owens Corning FOAMULAR 150 extruded polystyrene insulation is ideal for wall furring, perimeter/foundation, cavity wall, crawlspace, pre-cast concrete, under slab, sheathing and other applications. Owens Corning's patented Hydrovac® process technology makes the unique closed-cell structure of FOAMULAR insulation highly resistant to moisture, retaining its long term R-value* year after year – even following prolonged exposure to water leakage, humidity, condensation, groundwater and freeze/thaw cycling.

FOAMULAR 150 Performance Benefits

- High R-value (**R-5** per **inch** of product thickness)*
- Compressive strength of **15 psi**.
- Effective resistance against moisture, mildew, corrosion and rot.
- Ease of handling and installation (lightweight, tough, rigid foam panels).
- Easy to **saw**, cut and score.
- Wide **selection** of sizes and thicknesses.
- **Availability** in straight, tongue and groove, or scored square edges.
- Compliance with building codes and standards.

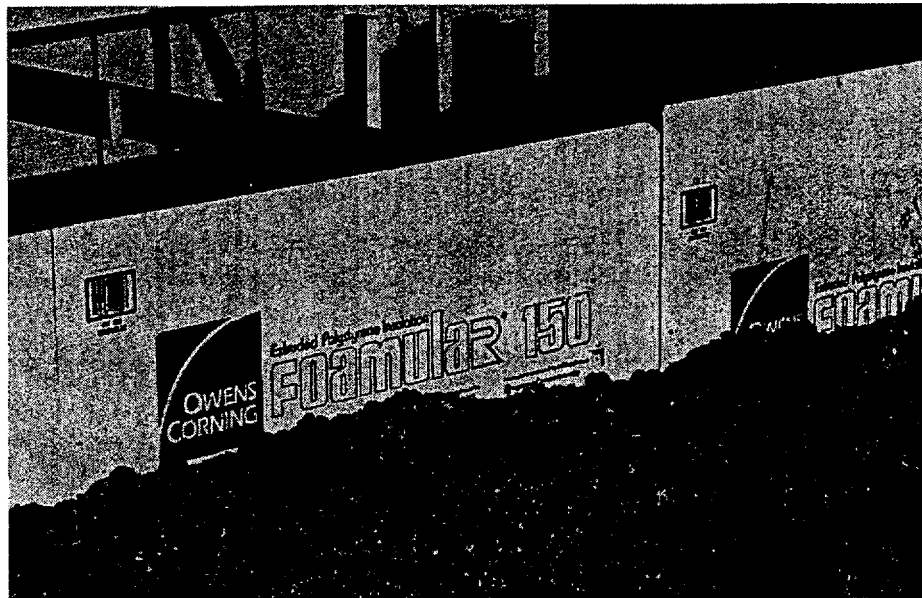
FOAMULAR 150

Superior Insulation Performance for a Wide Variety of Building Requirements

Product Applications

High-performance FOAMULAR 150 works to:

- Retard the transmission of water vapor and moisture in masonry walls, helping prevent structural damage.



- Provide insulation in a metal or wood **furring** system used for masonry or concrete walls.
- Perform **below** grade in perimeter and foundation applications to complement the insulating **sheathing envelope** around the building **framing**.

Resistant to common soils and decay, Owens Corning FOAMULAR retains its insulating performance characteristics even after prolonged exposure to moisture.

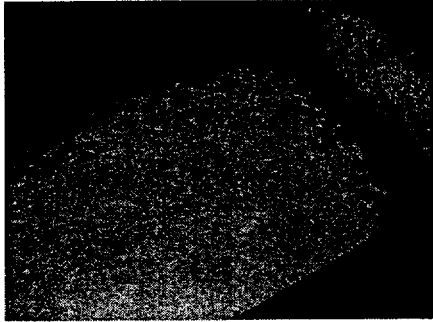
Standards and Codes Compliance

- Recognized by code authorities under Research Reports BOCA 96-24; ICBO 3628; SBCCI PST & ESI 9727A
- Meets HUD/FHA Use of Materials Bulletin No. 71A and ASTM C 578 Type X
- Underwriters Laboratories, Inc.®, Classification Certificate U-197
- Thermal resistance: **5.0** at **75 °F**, **5.4** at **40 °F** mean temperature per 1" thickness (hr x ft² x °F/Btu)

Technical information

- FOAMULAR insulation is ideal for **all** buildings under normal temperature conditions, but should not be **used** in contact with chimneys, heater vents, steam pipes or other surfaces where temperatures exceed 150°F. It is not recommended for applications where sustained temperatures exceed 165°F.
- **All** construction should be evaluated for the necessity to provide vapor retarders. See current ASHRAE Handbook of Fundamentals.
- FOAMULAR insulation is a non-structural material and must be **installed** on framings which are independently structurally adequate to meet required construction and service loading conditions.

*The higher the R-value, the greater the insulating power. Ask your seller for the fact sheet on R-values.



- | | |
|--|--|
| Standard | Made to Order |
| <input type="checkbox"/> R-10, 3 1/4" | <input type="checkbox"/> R-25, 7 1/2" |
| <input type="checkbox"/> R-11, 3 1/2" | |
| <input type="checkbox"/> R-13, 4 1/4" | |
| <input type="checkbox"/> R-16, 5" | |
| <input type="checkbox"/> R-19, 6" | |

Description

Owens Corning Certified R Metal Building Insulation is a light density fibrous glass blanket designed to be laminated with a variety of appropriate facings. Certified R is available in standard R-values of **10, 11, 13, 16** and **19**. R-25 is available as a special order item. Standard rolls widths are **36", 48", 60"** and **72"**. Selected Made-to-order widths are also available. The product complies with the North American Insulation Manufacturers Association (NAIMA) Standard 202-96 (Rev. 2000) "Standard for Flexible Fiber Glass Insulation Used in Metal Buildings".

Uses

Certified R Metal Building Insulation is used as part of the insulation system in the roofs and side walls of metal buildings. It is designed to be laminated with a variety of facings to provide attractive interior finishes, abuse resistance, and assistance in control of moisture.

Application

Several methods are used to insulate metal buildings. The usual method is to apply the insulation over the structural members (**purlins** and **girts**) and inside the exterior panels. This method generally accommodates single layer installations. Methods are also available to apply insulation between purlins so as to accommodate greater insulation thicknesses and better thermal performance.

Availability

Owens Corning Certified R Metal Building Insulations are fabricated and distributed by a nation-wide network of independent laminators assuring prompt service and delivery. Contact your Owens Corning Sales Representative for the names of insulation laminators servicing your area.

Specification Compliance

- NAIMA 202-96 (Rev. 2000) Standard for Flexible Fiber Glass Insulation **Used** in Metal Buildings
- ASTM C 991 Type I, Flexible Glass Fiber Insulation for **Metal** Buildings

Physical Property Data

Property	Test Method	Result
Moisture Absorption	ASTMC 1104	<2% by weight
Fungi Resistance	ASTMC 1338	provides no sustenance
Fire Hazard Classification	UL 723*	FHC 25/50
Noncombustibility	ASTME 136	Noncombustible

* The surface burning characteristics of these products have been determined in accordance with UL 723. This standard should be used to measure and describe the properties of materials, products or assemblies in response to heat and flame under controlled laboratory conditions and should not be used to describe or appraise the fire hazard or fire risk of materials, products or assemblies under actual fire conditions. However, results of this test may be used as elements of a fire risk assessment which takes into account all of the factors which are pertinent to an assessment of the fire hazard of a particular end use. Values are reported to the nearest 5 rating.

Certified Thermal Performance

Owens Corning Certified R Metal Building Insulation is regularly tested to ensure compliance to the NAIMA 202-96 (Rev. 2000) Standard. Sampling and testing is performed by the National Association of Home Builders Research Laboratories (NAHBR). The product is labeled on the top surface of each roll with the nominal R-value and the "NAIMA 202-96" (Rev. 2000) to indicate compliance. The NAIMA 202-96 (Rev. 2000) standard specifies thermal performance which provides the capability of obtaining nominal thermal resistance (R-values) after **laminating**. The actual thermal performance obtained from the laminated product will depend primarily on the recovered thickness. Thickness' required to achieve Nominal R values are given in the following table. Note that these R-values are for the insulation *only* and do not include the effects of facings, **air films**, compression of insulation at **framing** members, conductance through fasteners, or other heat transfer paths particular to an installation.

WMP-VR

POLYPROPYLENE / SCRIM / KRAFT

Meets ASTM C1136, Type IV

FACING COMPOSITION	DESCRIPTION	VALUES (ENGLISH)	VALUES (METRIC)
White Film	Polypropylene	0.0015 inch	38.1 micron
Adhesive	Flame Resistant		
Reinforcing	Tri-directional Fiberglass/Polyester	5 / inch (MD) 4 / inch (XD)	20 / 100 mm (MD) 16 / 100 mm (XD)
Kraft	Natural	11 lbs / 3000 ft ²	18 gm / m ²

PHYSICAL PROPERTIES	TEST METHOD	VALUES (ENGLISH)	VALUES (METRIC)
Basis Weight	Scale	17 lbs / 1000 ft ²	83 gm / m ²
Permeance (WVTR)	ASTM E96 Procedure A	0.09 perm (grains/hrft ² in Hg)	5.17 ng / N's
Bursting Strength	ASTM D774	60 psi	4.2 kg / cm ²
Puncture Resistance	ASTM C1136	125 beach units	3.7 Joules
Tensile Strength	ASTM C1136	40 lbs/inch width (MD) 30 lbs/inch width (XD)	7.0 kn / m (MD) 5.3 kn / m (XD)
Caliper / Thickness	Micrometer	0.008 inch	203 micron
Accelerated Aging	30 Days @ 95% RH, 120°F (49°C)	No Corrosion No Delamination	No Corrosion No Delamination
Low Temperature Resistance	ASTM D1790 -40°F (-40°C)	Remains Flexible No Delamination	Remains Flexible No Delamination
High Temperature Resistance	4 hours @ 240°F (116°C)	Remains Flexible No Delamination	Remains Flexible No Delamination
Water Immersion	24 hours @ 73°F (23°C)	No Delamination	No Delamination
Mold Resistance	ASTM C665 / C1338	No Growth	No Growth
Dimensional Stability	ASTM D1204	0.25%	0.25%
Light Reflectance	ASTM C523	85%	85%

FIRE TESTING	UL-723 / ASTM E84		CAN ULC-S102M		BRITISH STANDARD 476 Parts 6 and 7 Summary Report Class 0 Surface
	Flame Spread	Smoke Developed	Flame Spread	Smoke Developed	
Film Exposed	10	10	15	30	
Kraft Exposed	15	5	15	45	

Physical Properties based upon statistical averages, Weight / Thickness +/- 10%

“LAMTEC” AND “WMP” ARE REGISTERED TRADEMARKS OF LAMTEC CORPORATION

Lamtec Corporation Bartley-Chester Road P.O. Box 37 Flanders, New Jersey 07836-0037 USA

Phone: (973) 584-5500
(800) 852-6832

www.lamtec.com

Fax: (973) 584-5178
(888) 852-6832

10/02

Permit Number

Checked By/Date

Envelope Compliance Certificate 2003 IECC

COMcheck-EZ Software Version 3.0 Release 1a
Data filename: BioProcessing.cck

Section 1: Project Information

Project Name: BioProcessing
Designer/Contractor: Patco Construction/John W. Einsiedler,R.A.
Document Author: John W. Einsiedler

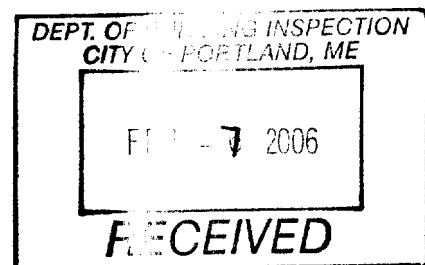
Section 2: General Information

Building Location (for weather data): Portland, Maine
Climate Zone: 15
Heating Degree Days (base 65 degrees F): 7378
Cooling Degree Days (base 65 degrees F): 268
Project Type: New Construction
Window / Wall Ratio: 0.04

Building Type	Floor Area
Office	10000

Section 3: Requirements Checklist

- Bldg. |
Dept. |
Use |
- Air Leakage, Component Certification, and Vapor Retarder Requirements
- [] | 1. All joints and penetrations are caulked, gasketed, weather-stripped, or otherwise sealed.
 - [] | 2. Windows, doors, and skylights certified as meeting leakage requirements.
 - [] | 3. Component R-values & U-factors labeled as certified.
 - [] | 4. Stair, elevator shaft vents, and other dampers integral to the building envelope are equipped with motorized dampers.
 - [] | 5. Cargo doors and loading dock doors are weather sealed.
 - [] | 6. Recessed lighting fixtures are: (i) Type IC rated and sealed or gasketed; or (ii) installed inside an appropriate air-tight assembly with a 0.5 inch clearance from combustibile materials and with 3 inches clearance from insulation material.
 - [] | 7. Building entrance doors have a vestibule and equipped with closing devices.
Exceptions:
Building entrances with revolving doors.
Doors that open directly from a space less than 3000 sq. ft. in area.
 - [] | 8. Vapor retarder installed.



Climate-Specific Requirements

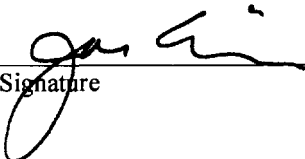
<u>Component Name/Description</u>	<u>Gross Area</u>	<u>Cavity R-value</u>	<u>Cont. R-value</u>	<u>Proposed U-Factor</u>	<u>Budget U-Factor</u>
Roof 1: Metal Roof without Thermal Blocks	10200	19.0	19.0	0.035	0.053
Exterior Wall 1: Metal Frame, 16" o.c.	8000	12.0	11.0	0.055	0.075
Window 1: Other, Other, SHGC 0.68	320	---	---	0.065	0.526
Floor 1: Slab-On-Grade:Unheated, Vertical 4 ft.	400	---	10.0	---	---

(a) Budget U-factors are used for software baseline calculations ONLY, and are not code requirements.

Envelope PASSES: Design 38% better than code

Section 4: Compliance Statement

The proposed envelope design represented in this document is consistent with the building plans, specifications and other calculations submitted with this permit application. The proposed envelope system has been designed to meet the 2003 IECC requirements in COMcheck-EZ Version 3.0 Release 1a and to comply with the mandatory requirements in the Requirements Checklist.

John W. Einsiedler, R.A.  January 31, 2006
Principal Envelope Designer-Name Signature Date

▪
▪
facsimile transmittal

To: Dennis Waters **From:** Mike Nugent

Fax: **Date:** December 29,2005

Phone **Pages:** 1

Re: 1039 Riverside St. (051694 331 A001)

Urgent For Review Please Comment Please Reply Please Recycle

• • • • • • • • • •
I have completed the review of Permit # 051694 and need the following:

- 1) COMCheck Energy Conservation compliance Report.
- 2) Information detailing interior finishes and establishing compliance with Chapter 8 of the 2003 IBC.
- 3) HVAC, Plumbing and Electrical plans created by a licensed engineer.
- 4) Door 1 and the glazing panel next to it need to be class II Safety Glazing.
- 5) ~~All doors are shown as landing at grade. If this is not the case, code compliant stair plans~~ must be submitted and approved.
- 6) ~~The Architecturals did not have any details, really none! Except the simple wall cross~~ section. The general contractor is disallowed by law from doing design work, so the architect needs to provide detail work for the complete construction.



From: Kandi Talbot
To: Ann Machado
Date: 11/30/05 2:20:03 PM
Subject: Re: 1039 Riverside Street

Ann,

I'm all set with this. I believe I brought down a stamped approved plan previously. Please let me know if you have found it or not. Thanks.

Kandi

>>> Ann Machado 11/28/2005 10:49:05 AM >>>
Kandi-

I have a permit application for building #4 which has changed since the last approved site plan (11/19/04). Can I get a stamped approved revised site plan for this project? The last approved site plan put the building dimensions at 60' x 100" with cross hatching going up to 85' x 100'. The building application calls for a 100' x 100' building.

Thanks, Ann

FAX COVER SHEET

4 WASHINGTON AVE,
SCARBOROUGH, ME
04074 USA

PHONE: 207 883-0110
FAX: 207 883-1482
EMAIL: KATHI@BIOPROCESSINGINC.COM
WEBSITE: WWW.BIOPROCESSINGINC.COM



SEND TO:	CITY OF PORTLAND, DEPT. OF BUILDING IN.	FROM:	KATHI DAIGLE
ATTENTION:	LANNIE DOBSON	OFFICE LOCATION:	BIOPROCESSING, INC.
OFFICE LOCATION:		DATE:	11/21/05
FAX NUMBER:	874-8716	PHONE NUMBER:	207 883-0110

URGENT REPLY ASAP PLEASE COMMENT PLEASE REVIEW FOR YOUR INFORMATION

TOTAL PAGES, INCLUDING COVER: 15

COMMENTS:

ATTACHED IS THE PURCHASE AND SALE AGREEMENT FOR THE LAND AT 1039 RIVERSIDE STREET, UNIT #4 FOR THE BUILDING PERMIT FOR BPI REALTY, LLC. IF YOU HAVE ANY QUESTIONS OR NEED EXTRA INFORMATION, PLEASE LET ME KNOW. I WILL BE OUT OF THE OFFICE TOMORROW AND WEDNESDAY, AND YOU CAN CONTACT GARY GOODRICH IN MY PLACE. THANKS A LOT FOR YOUR HEW.

KATHI DAIGLE

SECOND TEE BUSINESS PARK CONDOMINIUM

AGREEMENT OF SALE

UNIT 4

The undersigned Buyer acknowledges to 1039 Riverside LLC, a Maine limited liability company, of Portland, Maine (the "Seller") that it has received and reviewed the Public Offering Statement of Second Tee Business Park Condominium, a condominium located at or near 1039 Riverside Street in the City of Portland, County of Cumberland and State of Maine (the "Condominium"), and all amendments thereto prior to the time that it executed the Agreement of Sale below.

BUYER:

BPI REALTY, L.L.C.

By: Gary Goodrich
Name: Gary Goodrich
Title: Manager

Dated: July 13, 2005

Name of Buyer ("Buyer"): **BPI Realty, L.L.C.**
Address: **4 Washington Street, Scarborough, ME**
Tax I.D. Number: **20-3136356**
Business Telephone Number: **207-883-0110**

Ownership [check as applicable]:
Individual _____ LLC XX
Common _____ Corporation _____
Partnership _____ Trust _____
Other _____

The Purchase Price for the Unit is \$Three hundred thirty two thousand dollars (\$332,000.00).

Deposits payable pursuant to Paragraph 2 of the Agreement of Sale attached hereto and made a part hereof are as follows:

Deposit pursuant to Paragraph 2(b)(i): \$ 10,000.00
Balance at Closing pursuant to Paragraph 2(b)(ii): \$322,000.00

The Escrow Account is being held by the following Escrow Agent pursuant to Paragraph 3:

Name: The Dunham Group
Address: 10 Dana Street
Portland, Maine 04101

As provided in Paragraph 5 of the attached Agreement of Sale, the earliest Closing Date shall be Aug 13, 2005 and the latest Closing Date shall be Sept 13, 2005

Capitalized terms used on this Cover Sheet or in the attached Agreement of Sale without being defined therein shall have the meanings specified for them in the Declaration creating the Condominium and in the Schedules attached thereto included in the Public Offering Statement, or, if not defined therein, the meanings specified in Section 1601-103 of the Maine Condominium Act, as amended (the "Act").

IN WITNESS WHEREOF, the Buyer agrees to purchase and accept, and the Seller agrees to sell, the Unit on the terms and conditions stated in the Agreement of Sale attached hereto and made a part hereof, and have executed and delivered this Agreement as of the Effective Date listed below.

Effective Date: July, 15, 2005

WITNESS:

Kathleen O'Leary

BUYER:
BPI Realty, L.L.C.

By: Gary Goodrich
Name: Gary Goodrich
Title: Manager

SELLER:
1039 RIVERSIDE LLC

Dorothy M. Wenzel

By: Robert J. Gaudreau
Robert J. Gaudreau
Its Manager

The undersigned Escrow Agent acknowledges receipt of the Deposit pursuant to the attached Agreement of Sale and agrees to hold, amount for and deliver the Same in accordance with the terms of the attached Agreement of Sale.

WITNESS:

ESCROW AGENT:

The Dunham Group

By: _____

Name:

Title:

Date:

[Handwritten Signature]
P. Gregory Hastings II
Broker
July 15, 2005

SECOND TEE BUSINESS PARK CONDOMINIUM

AGREEMENT OF SALE

1. **The Unit: Additional Land.** Subject to the terms of this Agreement of Sale and the attached Cover Sheet (collectively, this "Agreement"), the Seller agrees to sell and convey to the Buyer, and the Buyer agrees to purchase and accept, the Unit and its appurtenant Limited Common Elements and appurtenances constituting real property (collectively, the "Unit") in Second Tee Business Park Condominium, a condominium situated at or near 1039 Riverside Street in the City of Portland, County of Cumberland and State of Maine, as described in the Public Offering Statement for the Condominium, including the Declaration, the Bylaws and all exhibits and schedules attached thereto (said Public Offering Statement, together with the Declaration, the Bylaws and all exhibits and schedules being hereinafter referred to as the "Public Offering Statement"), and in the attached Exhibit A (if any). Buyer acknowledges the Seller's right, as described in the Public Offering Statement and the Declaration, to add a unit to the Condominium up to the maximum of 15 units.

In addition to the Unit, Buyer shall have the right to purchase from Seller, its successors and assigns, an additional 2,275 sq. ft. of land area located contiguous to Unit 4 as shown on the plan attached hereto as Exhibit A (the "Additional Land"). The purchase price for such Additional Land shall be Forty Eight Thousand Nine Hundred Twelve Dollars (\$48,912.00). Buyer shall give notice to Seller of its exercise of such right to purchase the Additional Land on or before two (2) years from the Date of Closing of the within purchase of Unit 4, and shall close on the purchase of the Additional Land within sixty (60) days after the giving of such notice. Prior to Closing on the Unit, Seller shall have received all necessary permits and approvals in order to add the Additional Land to and as a part of a revised Unit 4. Seller and Buyer shall record a memorandum of such option to purchase at the time of Closing of Unit 4.

Buyer further acknowledges and agrees that the Plat as revised and approved by the City of Portland Planning Authority on June 2, 2005, a reduced copy of which is attached as Exhibit A, shall be the Plat of record at the time of Closing on Unit 4.

2. **Purchase Price and Payment.** (a) The Purchase Price for the Unit shall be as stated on the attached Cover Sheet.

(b) The Purchase Price shall be payable as follows in the amounts indicated on the attached Cover Sheet:

(i) Upon the execution hereof, a "Deposit" was paid in the amount indicated on the attached Cover Sheet by certified or bank cashier's or treasurer's check, the receipt of which is hereby acknowledged.

(ii) The balance in the amount indicated on the attached Cover Sheet shall be paid to the Seller at Closing upon delivery of the quitclaim deed with covenant conveying the Unit (the "Deed").

(c) The purchase price for the Additional Land shall be as set forth above and shall be paid at the time of closing of the purchase and sale of the Additional Land, in the event Buyer exercises its right hereunder.

3. Escrow Deposit. Upon execution of this Agreement, the Deposit shall be placed in escrow by the Seller pursuant to the provisions of Section 1604-109 of the Maine Condominium Act in an interest-bearing escrow account (the "Escrow Account") held by the Escrow Agent listed on the attached Cover Sheet (the "Escrow Agent"). At Closing, the Deposit shall be delivered to the Seller, and any interest earned on the Deposit shall not constitute a credit toward the Purchase Price but shall become the property of the Seller. Upon default hereunder or upon any termination of this Agreement, the Escrow Agent shall pay the Deposit to the person lawfully entitled thereto pursuant to the terms of this Agreement, and the interest earned on the Deposit shall be added to any Deposit paid as liquidated damages to the Seller or refunded to the Buyer.

4. Public Offering Statement. Buyer represents that prior to the execution of this Agreement, Seller delivered to Buyer, and the Buyer has received and reviewed, the Public Offering Statement required under the provisions of the Maine Condominium Act.

5. Financing. The Buyer expects to finance the purchase of the Unit, and this Agreement shall be contingent on the Buyer obtaining a commercial mortgage loan on the Unit and a building to be constructed thereon in an amount required for Buyer's purposes at the then current market rates. The Buyer agrees to pursue all steps necessary to obtain the funds required for such purposes.

The financing contingency set forth in this Paragraph 5 is contingent upon the Buyer immediately making application to a financial institution (the "Mortgagee") for the mortgage loan and furnishing all information required by the Mortgagee. If despite the Buyer's diligent efforts, a commitment for such loan at then current market rates cannot be obtained within thirty (30) days of the Effective Date of this Agreement, the Buyer shall so notify the Seller in writing prior to the expiration of such time. In such an event, the Buyer shall have the option of either (a) waiving the provisions of this Paragraph 5, or (b) terminating this Agreement by written notice to the Seller on or before the expiration of the foregoing thirty (30) day period, whereupon the Deposit made by the Buyer to the Seller with interest thereon as described in Paragraph 3 above shall be refunded and this Agreement shall be automatically terminated without further equitable or legal recourse to any party. Failure of the Buyer to notify the Seller in writing either of the Buyer's inability to obtain a commitment or of the Buyer's election to terminate this Agreement shall be deemed a waiver by the Buyer of this financing condition.

6. Settlement. Closing shall be made by the Buyer at a place of the Seller's choice at least ten (10) days after written notice by the Seller to the Buyer that the Seller is prepared to

complete the Closing and, if applicable, that ~~the~~ Buyer's mortgage loan application ~~has~~ been approved, subject to the provisions of subparagraphs (a) and (b) of Paragraph 12, but in no event earlier than ~~the~~ earliest Closing Date or later than the latest Closing Date listed on the attached Cover ~~sheet unless otherwise agreed upon in writing~~ by the Buyer and the Seller or as otherwise extended pursuant to ~~this~~ Agreement.

7. Condominium Documents. (a) ~~The Unit and all aspects of the Condominium are subject to the Act and the Declaration, the Bylaws and the Rules and Regulations of the Association (the "Condominium Documents"), provided the same are amended or clarified as set forth on Exhibit C, attached hereto. The Buyer shall acquire, hold and convey the Unit subject to the Condominium Documents. The Buyer hereby acknowledges and agrees to be bound by the provisions of the Condominium Documents as included in the Public Offering Statement and as may be amended hereafter under the provisions of each document or the Public Offering Statement. The Buyer shall pay from time to time all assessments for Common Expenses including Limited Common Expenses levied or assessed by the Executive Board of the Association pursuant to the Condominium Documents, when due and payable.~~

(b) The Seller reserves the right, prior to Closing hereunder, to make all such modifications, additions or deletions in or to the Public Offering Statement and/or the Condominium Documents as may be approved or required by any public authorities, or the title company insuring title, or as marketing factors and sales demand may indicate to the Seller, provided that none of the same shall increase the Purchase Price of the Unit.

8. Title and Conveyance. (a) At Closing, the Seller shall grant and convey title to the Unit by delivery of the Deed. Title to the Unit shall be such as will be insured as good and marketable at regular rates by a responsible title insurance company subject only to matters deemed waived by the Buyer and to the following:

- (i) existing covenants, restrictions, agreements, conditions and easements;
- (ii) the Declaration, Bylaws and other Condominium Documents, as amended;
- (iii) covenants, restrictions, conditions and easements created by the Seller or prior to Settlement and necessary, in the Seller's opinion, to the Condominium;
- (iv) agreements and easements with telephone, gas, water, electric and other public or private utility companies that shall not render title to the Unit unmarketable;
- (v) easements with respect to public or private sewers, storm sewers or surface water courses that shall not render title to the Unit unmarketable; and
- (vi) zoning ordinances and any other act or ordinance affecting the use of the Unit.

9. Delivery of the Unit. At Closing, possession of the Unit shall be delivered to the Buyer free and clear of all tenants and occupants. The acceptance of the Deed by the Buyer is an

acceptance by the Buyer of the Unit and, except as specifically provided under Paragraph 15, below, shall constitute a complete release and discharge of all obligations and liabilities of the Seller with respect to the delivery of title of said Unit and every part thereof. The parties agree that there shall be no holdback or escrow of any part of the Purchase Price due at Closing on account of the obligation by the Seller to complete any items after Closing. The Buyer hereby acknowledges that the Unit consists of unimproved, or somewhat improved, real estate within the boundaries of the Unit as depicted on the Condominium Plat, and the Buyer shall be responsible at Buyer's sole cost and expense to construct a building, if any, within the boundary lines of the Unit.

10. Inspections. Buyer's obligations under this Agreement are contingent upon the Buyer(s) or their agents conducting such detailed inspections of the Unit as Buyer(s) may elect, including, without limitation, survey of the Unit boundaries and soil test reports, with results acceptable to Buyer in its sole discretion. Buyer shall be entitled to terminate this Agreement due to any of these contingencies by giving written notice of termination to Seller on or prior to the date which is fourteen (14) days after the Effective Date of this Agreement, whereupon the Deposit shall be promptly refunded to Buyer, and the parties shall be released from all further obligations under this Agreement.

11. Title Defects, etc. (a) The Buyer shall give the Seller notice, not less than twenty-five (25) days prior to the original Closing Date, designating all defects in title existing at the time of such notice, and all defects not so designated shall be deemed to have been waived. If the Seller is unable on the Closing Date (as it may be extended under the provisions of Paragraph 5 above or subparagraph (b) below) to give title to or to make conveyance or to deliver possession of the Unit as herein provided or if on the Closing Date (as it may be extended) the Unit does not substantially conform with the provisions of this Agreement, then the Deposit shall be refunded to the Buyer with interest as previously stated and all obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto, unless the Seller elects to use reasonable efforts to remove any defects in title, or to deliver possession as herein provided, or to make the Unit substantially conform with the provisions of this Agreement, as the case may be, in which event the Seller shall give notice of such election to the Buyer on or before the Closing Date (as it may be extended), and thereupon the Closing Date shall be extended for a period of forty-five (45) days. If at the expiration of the extended time the Seller shall have failed to remove the defects in title, deliver possession or make the Unit substantially conform, as the case may be, as herein provided, then the Deposit shall be forthwith refunded to the Buyer, with interest as previously stated, and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto, provided that if the Declaration shall have been recorded with respect to the portions of the Condominium in which the Unit is located, the Buyer shall have the election, at either the original or extended Closing Date, to accept such title as the Seller can deliver to the Unit in its then condition and to pay therefor the Purchase Price without deduction, in which case the Seller shall convey such title,

(b) The Seller shall not be responsible for and is hereby released from ~~my~~ loss, liability or expense which may accrue by reason of a defect in title as provided in subparagraph (a) above.

12. Settlement Costs; Apportionments. (a) The Buyer shall pay all customary Closing costs and expenses normally chargeable to a buyer of real estate, including, without limitation, ~~the~~ Buyer's share of the transfer taxes, charges for preparation and filing of Real Estate Reporting Form 1099-B, fees for recording the Deed and mortgage documents, if any, title insurance premiums, if any, and all expenses related to the Buyer's mortgage loan.

(b) Real estate taxes applicable to the Unit, either prepaid or unpaid, if any, and Association assessments for Common Expenses, including Limited Common Expenses, shall be apportioned as of the date of Closing. Real estate taxes shall be prorated on the basis of the last ascertainable tax bill and re-prorated when the actual bill is presented even if such re-proration shall occur after the date of Closing hereunder. The provisions of this subparagraph shall survive the Closing and acceptance of the Deed.

(c) At Closing, the Buyer shall pay to the order of the Association the following nonrefundable amounts:

(i) A pro rata portion of the assessment for Common Expenses, including Limited Common Expenses, applicable to the Unit for the month during which Closing occurs, adjusted as of the date of Closing; and

(ii) A nonrefundable amount equal to twice the estimated monthly Common Expense, including Limited Common Expense assessments (the "initial capital payment" as described in the Bylaws and not as an advance payment), for the Unit to be used as a reserve for the operation, maintenance, management repair and/or replacement of the Common Elements, including Limited Common Elements, as determined by the Executive Board of the Association, and if the Seller has heretofore made such an "initial capital payment" with respect to the Unit, the Buyer's "initial capital payment" shall be used to reimburse the Seller.

13. Seller's Reservation of Rights. (a) The Seller shall have the unrestricted right to change the selling prices for Units other than the Unit which is the subject of this Agreement.

(b) The Seller shall have the unrestricted right to modify the landscaping and finish work related to the Common Elements, subject to Buyer's reasonable approval for ~~my~~ such Elements directly servicing or adjacent to Unit 4 (which Buyer's approval shall not be unreasonably withheld or delayed). Any rendering, plan, brochure or other sales material shall not be construed as a representation or deemed to be binding on the Seller.

14. Warranties: Statute of Limitations. (a) The Buyer acknowledges that it is purchasing unimproved real estate and no warranties by Seller of any kind shall apply to any structures or improvements erected or constructed by Buyer of the Unit. At Closing, the Seller



PATCO
CONSTRUCTION, INC.

To: Portland Bldg. Insp.
Date: 12/2/05
From: DENNIS WATERS

Fax Transmittal

DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME

DEC - Machado

RECEIVED

No. of pages: 2

(including cover sheet)

Message: 1039 Riverside Street
BioProcessing

In response to your question regarding the width of the proposed loading dock for the BioProcessing Building we have prepared the sketch attached.

The paved approach to the loading dock door will be 14'-0" wide, and the approach to the drive-in overhead door will be 15'-0" wide, with a 12" retaining wall separating the two, for a total width of 30'-0".

If you have any additional questions, PLEASE give me a call.

THANKS,
DENNIS



HARDYPOND CONSTRUCTION

1039 RIVERSIDE STREET, PORTLAND, ME 04103

TEL: (207) 797-6066

FAX (207) 797-8986

EMAIL: info@hardypond.com

FAX INFORMATION AND INSTRUCTION SHEET

Name GARY GOODRICH

Name of Company P.O. PROCESSING

Fax Number 883-1482

Date Transmitted 11/2/05

From BOB G

Reference GEOTECHNICAL REPORT

Total Pages (including cover) 10

If you do not receive all pages, please call back as soon as possible.

AS REQUESTED

Multiple horizontal lines for additional notes or contact information.

PATCO CONSTRUCTION, INC.

1293 Main Street
SANFORD, MAINE 04073

LETTER OF TRANSMITTAL

(207) 324-5574

TO

Mike Nugent
City of Portland

DATE	11/2/05	JOB NO
Bio Processing		
1039 Riverside Street		

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION
✓ 2		A-1-A-3	Architectural Drawgs - John E.
✓ 2		S-1, S-2	Foundation Drawgs. - Steve Grant
✓ 2		#1-#25	Structural Steel Drawgs - V.P. bldgs.
✓ 2			Statement of Special Inspections
✓ 2			THREE Certification forms (Portland's)
✓ 2			AISC certification from VP buildings
✓ 1			Disc w/ full set of plans (PDF)
✓ 1			Building Permit Application

THESE ARE TRANSMITTED as checked below

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment -- _____
 FOR BIDS DUE _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

THANKS,

COPY TO _____

SIGNED: _____

Dennis Waters

05-124

S E A M

Structural Engineering Association of Maine

STATEMENT OF SPECIAL INSPECTIONS

PROJECT: BIOPROCESSING, INC

LOCATION: 1039 RIVERSIDE ST., PORTLAND, ME

PERMIT APPLICANT: PATCO CONSTRUCTION, INC

APPLICANT'S ADDRESS: 1293 MAIN ST
SANFORD, ME 04073

STRUCTURAL ENGINEER OF RECORD: STEVEN R GRANT SRG ENGINEERING, INC.
P.O. Box 925
FARMY, ME 04039

ARCHITECT OF RECORD: JOHN EISENBERGER, RA & SAME Name Firm

This Statement of Special Inspections is submitted in accordance with Section 1705.0 of the 1993 BOCA National Building Code. It includes a listing of special inspections applicable to this project as well as the name of the Special Inspector, and the names of other agencies intended to be retained for conducting these inspections.

The Special Inspector shall keep records of all inspections listed herein, and shall furnish inspection reports to the Code Official and to the Registered Design Professional of Record. All discrepancies shall be brought to the immediate attention of the Contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the Code Official and to the Registered Design Professional of Record. Interim reports shall be submitted to the Code Official and to the Registered Design Professional of Record monthly, unless more frequent submissions are requested by the Code Official.

Job site safety is solely the responsibility of the Contractor. Materials and activities to be inspected are not to include the Contractor's equipment and methods used to erect or install the materials listed.

Prepared By:

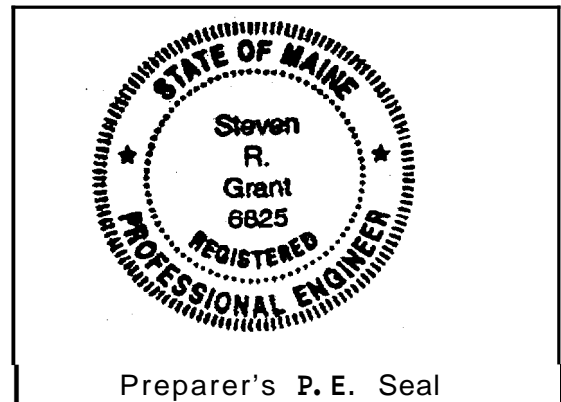
STEVEN GRANT

NAME

SIGNATURE

DATE

11-2-05



Applicant's Authorization:

Building Code Official:

SIGNATURE

DATE

3/15/94

SIGNATURE

DATE

Page 1 of 2

#05-124

S E A M

Structural Engineering Association of Maine

LIST OF AGENTS

PROJECT: REPROCESSING T...

STRUCTURAL ENGINEER OF RECORD: STEVEN GRANT SRG ENGINEERING, INC.
 (FOUL DAM)
 Name Firm P.O. Box 925 GRAY, ME 04039
 Address

ARCHITECT OF RECORD: JOHN ERNSIEDER, RA (SAME)
 Name Firm
148 SEA ROAD, KENNEBUNK, ME 04043
 Address

Following is the List of Agents selected for performance of Special Inspections for this project.

- | | Name | Firm |
|-----------------------|-------------------------------------|------------------------------------|
| 1. Special Inspector | <u>STEVEN R. GRANT</u> | <u>SRG ENGINEERING, INC.</u> |
| 2. Testing Laboratory | <u>ROGER DOMINGO; S.W. COLE ENG</u> | <u>P.O. Box 925 GRAY, ME 04039</u> |
| 3. Testing Laboratory | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |
| 7. | _____ | _____ |
| 8. | _____ | _____ |
| 9. | _____ | _____ |
| 10. | _____ | _____ |

PROJECT: *Progressive, Inc*

SCHEDULE OF SPECIAL INSPECTION SERVICES

APPLICABLE TO THIS PROJECT

MATERIAL/ACTIVITY	ITEM	SERVICE	APPLICABLE TO THIS PROJECT		COMMENTS	AGENT #	DATE COMPLETED	REV. #
			Y/N	EXTENT (All, Sample, Other, None)				
1705.3 STEEL CONSTRUCTION Steel Fabrication	1.00	In-plant review Part A - Fabrication procedures Part B - Procedures implementation Review conformance to Part A		SEK to determine extent after completion of Part A	NOT READ N/A			
	✓	Review material certificates of compliance (Bolts, nuts, washers, structural steel, & weld filler material)						
	✓	Review connections						
Steel Erection		system Cat. "C" buildings			N/A			
		Review welder certification			N/A			
	✓	Review materials certificates of compliance (Bolts, nuts, washers, & weld filler material)						
	✓	Review primary steel connections						
	✓	Moment connections						
	✓	Shear connections						
	✓	Bracing connections						
		Review welded Cat. "C" seismic connections			N/A			
		Review welded column splices			N/A			
		Review base metal testing for "t" > 1/2"			N/A			
	✓	Review secondary steel connections						
	✓	Girts						
	✓	Steel deck						
		Linels			N/A			
		Review installation of shear studs			N/A			
	✓	Review Details / Steel Frame						

All Steel Construction Special Inspections have been completed in accordance with *SDS* Section *1704* Special Inspector *STEVEN R GANUS* Date *11-2-05*

3-13-94 *TAC* *1704* *2003*

PROJECT: *Bioprocessors, P&E*

SCHEDULE OF SPECIAL INSPECTION SERVICES

MATERIAL/ACTIVITY	ITEM	SERVICE	APPLICABLE TO THIS PROJECT			COMMENTS	ACENT #	DATE COMPLETED	REV #
			Y/N	EXTENT (All, Sample, Other, None)					
17054 CONCRETE CONSTRUCTION Concrete Materials	200	Review materials (ACI Chapter 3)							
		Review mix design (ACI Chapter 4)							
		Review reinforcing certification & weldability (ASTM A 706; if required)							
Placing Reinforcement		Review confinement & placement of reinforcing and prestressing steel (ACI 318 7.4.7.3)							
		Review welding of reinforcing in Cat "C" seismic-resisting systems							
<i>Formwork</i>		Review formwork (ACI 318 6.4)							
		Review form removal & racking (ACI 318 6.2)							
		Review concrete strength tests (ACI 318 5.9)							
Concrete Operations		Review mix proportions and technique (ACI 318 5.2, 5.4, 5.8, 5.10)							
		Review concrete placement (ACI 318 5.9 & 5.10)							
		Review curing technique & temperature (ACI 318 5.11, 5.12, & 5.13)							
<i>Pre-stressing Operations</i>		Review application of prestressing force (ACI 318 18.18)							
		Review grouting of bonded prestressing tendons in Cat "C" seismic-resisting systems							
		in-Plant review Part A - Fabrication procedures							
<i>Precast Manufacturing</i>		Part B - Procedures implementation Review conformance to Part A							
		Review erection of precast units							
		Review key reinforcement							
Erection of Precast Concrete		Review key groutings							
		Review concrete topping							
		Review connections							

All Concrete Construction Special Inspections have been completed in accordance with Section 1704 Special Inspector *STEVEN GARY* Date *11-2-05*

3-15-94

IBC Section 1704

Special Inspector

STEVEN GARY

Date *11-2-05*

7000 100

#05124



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: STEVEN R. GRANT, P.E.

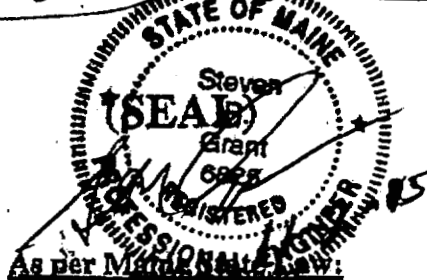
RE: Certificate of Design

DATE: 11-2-05

^{FOUNDATION}
These plans and / or specifications covering construction work on:

BIOPROCESSING, INC AT 1039 RIVERSIDE ST.

Have been designed and drawn up by the undersigned, a Maine registered Architect/
Engineer according to the 2003 International Building Code and local amendments.



Signature: [Handwritten Signature]

Title: President

Firm: SRG ENGINEERING, INC.
P.O. Box 925
GRAY, ME 04039

Address: _____

\$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.

#05-124

THIS SHEET OF INFORMATION HAS ALREADY BEEN PROVIDED BY METAL BUILDING MANUFACTURER UNCO. ADRIEN SIGNED AND

FROM DESIGNER: _____
DATE: _____
Job Name: _____
Address of Construction: _____

2003 International Building Code

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

Building Code and Year _____ Use Group Classification(s) _____

Type of Construction _____

Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC _____

Is the Structure mixed use? _____ if yes, separated or non separated (see Section 302.3) _____

Supervisory alarm system? _____ Geotechnical/Soils report required? (See Section 1802.2) _____

STRUCTURAL DESIGN CALCULATIONS

Submitted for all structural members (106.1, 106.1.1)

DESIGN LOADS ON CONSTRUCTION DOCUMENTS (1603)

Uniformly distributed floor live loads (1603.1.1, 1607)

Floor Area Use

Loads Shown

Wind loads (1603.1.4, 1609)

Design option utilized (1609.1.1, 1609.6)

Basic wind speed (1609.3)

Building category and wind importance factor, I_w (Table 1604.5, 1609.5)

Wind exposure category (1609.4)

Internal pressure coefficient (ASCE 7)

Component and cladding pressures (1609.1.1, 1609.6.2.2)

Main force wind pressures (1609.1.1, 1609.6.2.1)

Earthquake design data (1603.1.5, 1614-1623)

Design option utilized (1614.1)

Seismic use group ("Category") (Table 1604.5, 1616.2)

Spectral response coefficients, S_{ps} & S_{p1} (1615.1)

Live load reduction (1603.1.7, 1607.9, 1607.10)

Roof live loads (1603.1.2, 1607.11)

Roof and ceiling loads (1603.1.8, 1608)

Ground snow load, P_g (1608.2)

If $P_g > 10$ psf, flat-roof snow load, P_f (1608.5)

If $P_g > 10$ psf, snow exposure factor, C_e (Table 1608.3.1)

If $P_g > 10$ psf, snow load importance factor, I_s (Table 1604.8)

Roof thermal factor, C_t (Table 1608.3.2)

Stepped roof snowload, P_s (1608.4)

Seismic design category (1616.8)

Basic seismic force-resisting system (Table 1617.8.2)

Response modification coefficient, R , and deflection amplification factor, C_d (Table 1617.8.2)

Analysis procedure (1616.6, 1617.6)

Design base shear (1617.4, 1617.6.1)

Flood loads (1603.1.8, 1612)

Flood hazard area (1612.3)

Elevation of structure

Other loads

Concentrated loads (1607.4)

Partition loads (1607.6)

Impact loads (1607.8)

Misc. loads (Table 1607.9, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)

Done By U.P. Engineer

Applicant: Bio Processing Inc.
(Dennis Watts Parks - contractor)
Address: 1039 Riverside St.
Unit #4

Date: 11/23/05

C-B-L: 331-A - 001
permit # 05-1694

CHECK-LIST AGAINST ZONING ORDINANCE

Date - existing development. - new building

Zone Location - IM

Interior or corner lot -

Proposed Use/Work - new 10,000 sq ft pre engineered metal building w/ offices, conference room, lab, production space & shipping

Sewage Disposal - city

Lot Street Frontage - 60' min. - 606.48' given.

Front Yard - 1 ft for each ft of height - 23' 20' scaled.

Rear Yard - 1 ft for each ft of height up to 25' - 23' 90' scaled.

Side Yard - 1 ft. for each ft' of height - up to 25' - 23' right 65' scaled.
left 437' scaled

Projections - N/A

Width of Lot - N/A

Height - 35' max - 22.67' (23')

Lot Area - ~~none~~ no min.

Lot Coverage Impervious Surface - 75% - 49% given on older site plan
minor changes - don't add up to 75%.

Area per Family - N/A

Off-street Parking - Business/Manufacturing/Industrial over 3,500 sq ft
1 space for every 1,000 sq ft of floor area. $10,000 \div 1,000 = 10$ spaces

Loading Bays - 1 required (14 - 352) 14 x 50 12 shown abutting building

Site Plan - 2005-0152

~~12 x 50~~ now OK. 15' x 50'
14' x 50'

Shoreland Zoning/Stream Protection - N/A

Flood Plains - parcel 1B - zone C

parking setback 10' from boundary lines. - OK.



• *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.

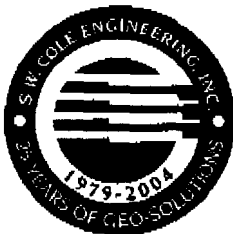
EXPLORATION AND TESTING

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.

AUGUSTA, ME OFFICE

555 Eastern Avenue, Augusta, ME 04330-6700 ■ Tel (207) 626-0600 ■ Fax (207) 626-0700 ■ E-Mail infoaugusta@swcole.com ■ www.swcole.com

Other offices in Bangor, Caribou and Gray, Maine & Somersworth, New Hampshire



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.

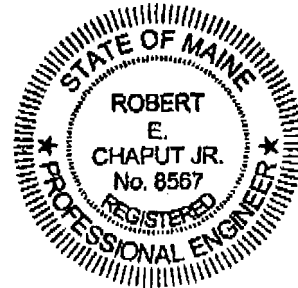
S. W. COLE ENGINEERING, INC. should be on-site to observe subgrades prior to fill or concrete placement in the event that subsurface conditions are found to differ from those anticipated. S. W. COLE ENGINEERING, INC. is available to provide field and laboratory testing of soils, concrete, asphalt, masonry, 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 4039 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.**



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

TESTPIT TP-1			
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
	1.0'	DARK BROWN SANDY SILT TRACE GRAVEL WITH ORGANICS	
	6.0'	LIGHT BROWN SILTY FINE TO MEDIUM SAND	
S-1	7'	GRAY SILTY FINE SAND WITH SILT AND CLAY LAYERS	
	8.5'	BOTTOM OF EXPLORATION AT 8.5'	
COMPLETION DEPTH: <u>8.5'</u>		DEPTH TO WATER: <u>4'</u>	

TEST PIT TP-2			
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
	1.0'	DARK BROWN SANDY SILT WITH ORGANICS	
	4'	LIGHT BROWN SILTY FINE TO MEDIUM SAND	
S-2	5.0'	GRAY SILTY FINE SAND WITH SILT AND CLAY LAYERS	
	8.0'	BOTTOM OF EXPLORATION AT 8'	
COMPLETION DEPTH: <u>8'</u>		DEPTH TO WATER: <u>4.5'</u>	



TEST PIT LOGS

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

PROJECT NO.: 04-0238
 SWC REP.: TJG

TEST PIT TP-3

DATE: 3/26/2004 SURFACE ELEVATION: NOT AVAIL. LOCATION: SEE SHEET 1

SAMPLE		DEPTH (FT)	STRATUM DESCRIPTION	TEST RESULTS
NO.	DEPTH			
		0.5'	BROWN SAND AND GRAVEL, TRACE COBBLES	
		4.5'	ORANGE/BROWN SILTY FINE TO MEDIUM SAND	
S-3	5.5'	6.0'	GRAY FINE SAND WITH SILT AND CLAY LAYERS	
			BOTTOM OF EXPLORATION AT 6'	

COMPLETION DEPTH: 6' DEPTH TO WATER: 4'

TEST PIT TP-4

DATE: 3/26/2004 SURFACE ELEVATION: NOT AVAIL. LOCATION: SEE SHEET 1

SAMPLE		DEPTH (FT)	STRATUM DESCRIPTION	TEST RESULTS
NO.	DEPTH			
		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 MYERS	
S-4	7.5'	8.0	GRAY SILTY CLAY	
			BOTTOM OF EXPLORATION AT 8'	

COMPLETION DEPTH: 8 DEPTH TO WATER: NO FREE WATER OBSERVED



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

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.



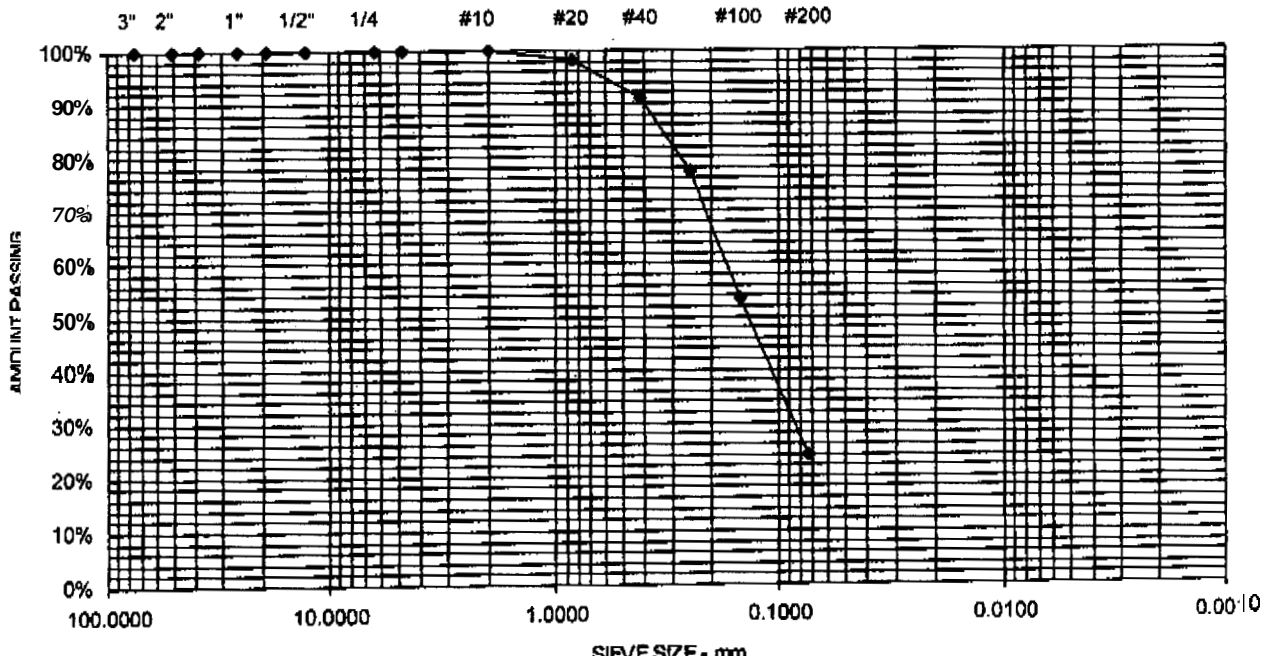
Report of Gradation

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	1-1/2"	100	
25.7	1"	100	
19	3/4"	100	
12.7	112"	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



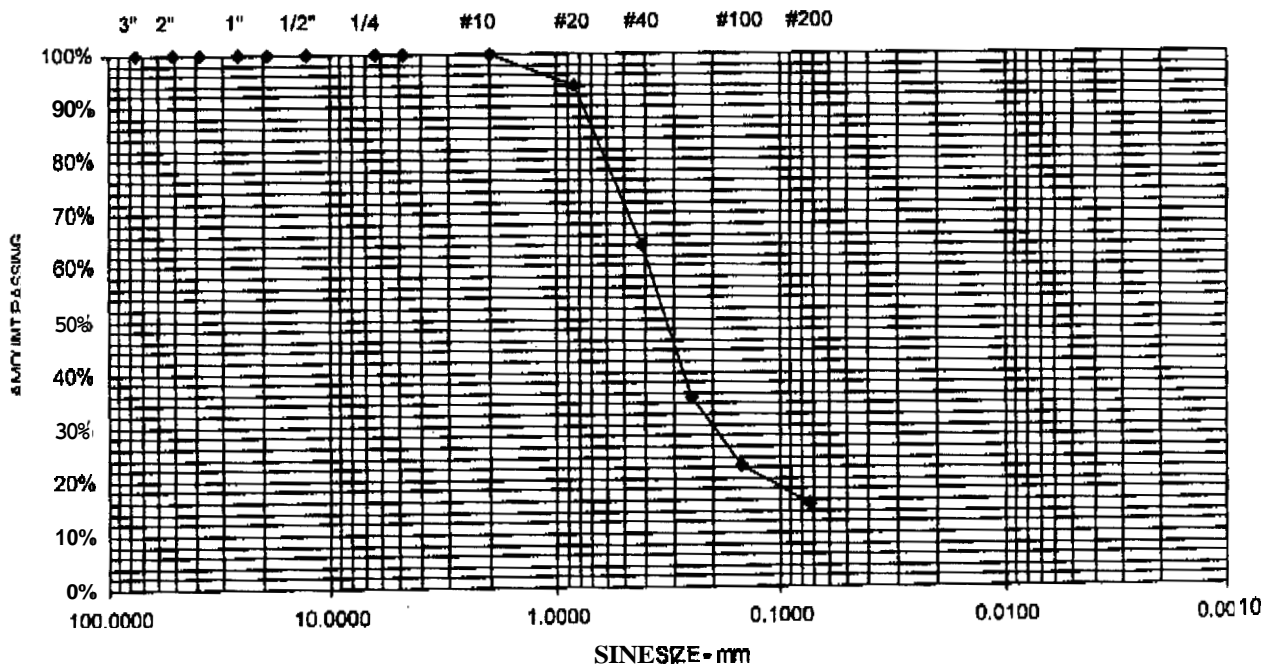
Report of Gradation

ASTM C-117 & C-136

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



Comments

PROJECT: *Bioprocessing, Inc*

SCHEDULE OF SPECIAL INSPECTION SERVICES

PAGE *1* OF *3*

MATERIAL / ACTIVITY	ITEM	SERVICE	APPLICABLE TO THIS PROJECT							
			Y/N	EXTENT (All, Sample, Other, None)	COMMENTS	AGENT #	DATE COMPLETED	REV. #		
1705.3 STEEL CONSTRUCTION Steel Fabrication	1.00	In-plant review Part A - Fabrication procedures Part B - Procedures implementation Review conformance to Part A								
				SEI to determine extent after completion of Part A	<i>UN</i>					
			<input checked="" type="checkbox"/>	Review material certificates of compliance (Bolts, nuts, washers, structural steel, & weld filler material)						
			<input checked="" type="checkbox"/>	Review connections						
				Review welding of seismic-resisting system in Cat. "C" buildings			<i>NR</i>			
				Review welder certification			<i>NR</i>			
			<input checked="" type="checkbox"/>	Review material certificates of compliance (Bolts, nuts, washers, & weld filler material)						
			<input checked="" type="checkbox"/>	Review primary steel connections						
			<input checked="" type="checkbox"/>	Moment connections						
			<input checked="" type="checkbox"/>	Shear connections						
<input checked="" type="checkbox"/>	Bracing connections									
		Review welded Cat. "C" seismic connections				<i>NR</i>				
		Review welded column splices				<i>NR</i>				
		Review base metal testing for "t" > 1 1/2"				<i>NR</i>				
		Review secondary steel connections								
		Girts								
		Steel deck				<i>NR</i>				
		Limeels				<i>NR</i>				
		Review installation of shear studs				<i>NR</i>				
		Review Details / Steel Frame	<input checked="" type="checkbox"/>							

All Steel Construction Special Inspections have been completed in accordance with ~~DESA~~ Section ~~1704~~ *IBC* Section *1704*

3-13-94

2003

Special Inspector

STEVEN R GROSS

Date

11-2-05

FROM DESIGNER: JOHN W. EINSIEDLER, E.A.
 DATE: OCT. 28, 2005
 Job Name: BIO PROCESSING INC.
 Address of Construction: 1039 RIVERSIDE ST.

2003 International Building Code

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

Building Code and Year 2003 IBC Use Group Classification(s) B (LAB)

Type of Construction 2B

Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC YES

Is the Structure mixed use? No if yes, separated or non separated (see Section 302.3)

Supervisory alarm system? YES Geotechnical/Soils report required?(See Section 1802.2)

STRUCTURAL DESIGN CALCULATIONS

Submitted for all structural members
(108.1, 108.1.1)

DESIGN LOADS ON CONSTRUCTION DOCUMENTS (1803)

Uniformly distributed floor live loads (7603.11, 1807)

Floor Area Use	Loads Shown

Wind loads (1803.1.4, 1809)

Design option utilized (1609.1.1, 1609.6)
100
 Basic wind speed (1809.3)
1
 Building category and wind importance factor, I_w (Table 1604.5, 1609.5)
8 (0.701)
 Wind exposure category (1809.4)
 Internal pressure coefficient (ASCE 7)
 Component and cladding pressures (1609.1.1; 1609.6.2.2)
 Main force wind pressures (7603.1.1, 1609.6.2.1)

Earthquake design data (1803.1.5, 1614-1623)

Design option utilized (1614.1)
1
 Seismic use group ("Category") (Table 1604.5, 1616.2)
D
 Spectral response coefficients, S_{DS} & S_{D1} (1615.1)
 Site class (1615.1.5)

Non REDUCIBLE

Live load reduction (1809.1.1, 1807.9, 1607.10)
 Roof live loads (1603.1.2, 1607.11)
 Roof snow loads (7603.7.3, 1608)
70
 Ground snow load, P_g (1608.2)
 If $P_g > 10$ psf, flat-roof snow load, P_f (1608.3)
-
 If $P_g > 10$ psf, snow exposure factor, C_e (Table 1608.3.1)
2 (1.00)
 If $P_g > 10$ psf, snow load importance factor, I_s (Table 1604.5)
1
 Roof thermal factor, C_t (Table 1608.3.2)
HEAVY (1.20)
 Sloped roof snowload, P_s (1608.4)
49
 Seismic design category (1616.3)
C
 Basic seismic-force-resisting system (Table 1617.6.2)
 Response modification coefficient, R , and deflection amplification factor, C_d (Table 1617.6.2)
 Analysis procedure (1616.8, 1617.5)
 Design base shear (1617.4, 1617.5.1)

Flood loads (1803.1.8, 1612)

Flood hazard area (1612.3)
 Elevation of structure

Other loads

Concentrated loads (1607.4)
 Partition loads (1607.5)
 Impact loads (1607.8)
 Misc. loads (Table 1607.6, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)

ALL HANDS ON DECK WITH THE MACHINES



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: JOHN W. EINSIEDLER

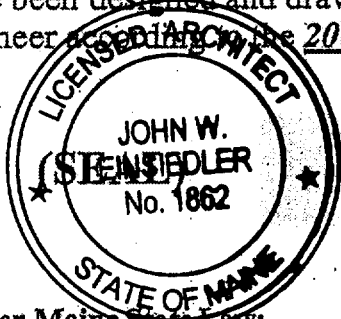
RE: Certificate of Design

RATE: OCT. 28, 2005

These plans and/ or specifications covering construction work an:

BIO PROCESSING - 1039 RIVERSIDE STREET

Have been designed and drawn up by the undersigned, a Maine registered Architect / Engineer according to the 2003 International Building Code and local amendments.



Signature: [Handwritten Signature]

Title: ARCHITECT

Firm: JOHN W. EINSIEDLER, R.A.

Address: 148 SEA POINT
KENNEBUNK, ME 04043

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.



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

ACCESSIBILITY CERTIFICATE

Designer: JOHN W. EINSIEDLER

Address of Project: 1039 RIVERSIDE STREET

Name of Project: BIO PROCESSING

- CONSTRUCTION OF A BIO LABS

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

Signature:

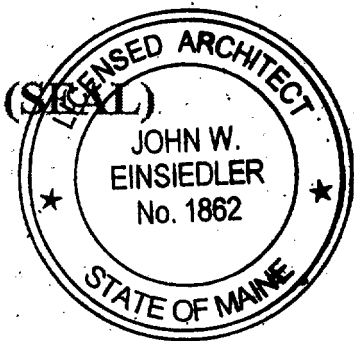
Title: ARCHITECT

Firm: JOHN W. EINSIEDLER, P.A.

Address: 148 SEA ROAD

KENNEBUNK, ME 04043

Phone: 985-9760



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

05-124

S E A M

Structural Engineering Association of Maine

STATEMENT OF SPECIAL INSPECTIONS

PROJECT: BIOPROCESSING, INC

LOCATION: 1039 RIVERSIDE ST., PORTLAND, ME

PERMIT APPLICANT: PATCO CONSTRUCTION, INC

APPLICANT'S ADDRESS: 1293 MAIN ST
SANFORD, ME 04073

STRUCTURAL ENGINEER OF RECORD: STEVEN R GRANT SRG ENGINEERING, INC.
P.O. Box 925
FARMY, ME 04039

ARCHITECT OF RECORD: JOHN EINSIEDLER, RA & SAME
Name Firm

This Statement of Special Inspections is submitted in accordance with Section 1705.0 of the 1993 BOCA National Building Code. It includes a listing of special inspections applicable to this project as well as the name of the Special Inspector, and the names of other agencies intended to be retained for conducting these inspections.

The Special Inspector shall keep records of all inspections listed herein, and shall furnish inspection reports to the Code Official and to the Registered Design Professional of Record. All discrepancies shall be brought to the immediate attention of the Contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the Code Official and to the Registered Design Professional of Record. Interim reports shall be submitted to the Code Official and to the Registered Design Professional of Record monthly, unless more frequent submissions are requested by the Code Official.

Job site safety is solely the responsibility of the Contractor. Materials and activities to be inspected are not to include the Contractor's equipment and methods used to erect or install the materials listed.

Prepared By:

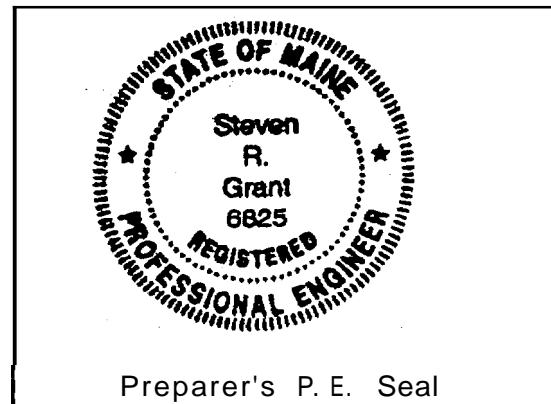
STEVEN GRANT

NAME

SIGNATURE

DATE

11-2-05



Applicant's Authorization:

Building Code Official:

SIGNATURE

DATE

3/15/94

SIGNATURE

DATE

#05-124

S E A M

Structural Engineering Association of Maine

LIST OF AGENTS

PROJECT: BIOPROCESSING, INC

STRUCTURAL ENGINEER OF RECORD: STEVEN GRANT SRG ENGINEERING, INC.
(Found Agent) P.O. Box 925
GRAY, ME 04039

ARCHITECT OF RECORD: JOHN ERNSBERGER, RA (Same)
Name Firm P.O. Box 925
GRAY, ME 04039
148 SEA ROAD, KENNEBUNK, ME 04043
Address

Following is the List of Agents selected for performance of Special Inspections for this project.

- | | <small>Name</small> | <small>Firm</small> |
|-----------------------|-------------------------------------|---|
| 1. Special Inspector | <u>STEVEN R. GRANT</u> | SRG ENGINEERING, INC.
P.O. Box 925
GRAY, ME 04039 |
| 2. Testing Laboratory | <u>ROGER DOMINGO; S.W. COLE ENG</u> | |
| 3. Testing Laboratory | _____ | |
| 4. | _____ | |
| 5. | _____ | |
| 6. | _____ | |
| 7. | _____ | |
| 8. | _____ | |
| 9. | _____ | |
| 10. | _____ | |

PROJECT: *Bioprocessors, P&E*

SCHEDULE OF SPECIAL INSPECTION SERVICES

MATERIAL/ACTIVITY	ITEM	SERVICE	APPLICABLE TO THIS PROJECT				REV.
			YN	EXTENT (All, Sample, Other, None)	COMMENTS	AGENT #	
1705.4 CONCRETE CONSTRUCTION Concrete Materials	2.00	Review materials (ACI Chapter 3)					
	✓	Review mix design (ACI Chapter 4)					
	✓	Review reinforcing certification & weldability (ASTM A706). If required					
Placing Reinforcement	✓	Review condition & placement of reinforcing and prestressing steel (ACI 318 7.4.7.3)					
	✓	Review welding of reinforcing in "C" seismic-resisting systems					
Formwork	✓	Review formwork (ACI 318 6.1)					
	✓	Review formwork & formwork (ACI 318 6.2)					
	✓	Review concrete strength tests (ACI 318 5.6)					
Concrete Operations	✓	Review mix proportions and technique (ACI 318 5.2, 5.3, 5.4 & 5.8)					
	✓	Review concrete placement (ACI 318 5.9 & 5.10)					
	✓	Review curing technique & temperature (ACI 318 5.11, 5.12 & 5.13)					
Prestressing Operations	✓	Review application of prestressing force (ACI 318 18.18)					
	✓	Review grouting of bonded prestressing tendons in Cat. "C" seismic-resisting systems					
Precast Manufacturing	✓	In-plant review Part A - Fabrication procedures					
	✓	Part B - Procedures implementation Review conformance to Part A					
Erection of Precast Concrete	✓	Review erection of precast units					
	✓	Review key reinforcement					
	✓	Review key groutings					
	✓	Review concrete topping					
		Review connections					

All Concrete Construction Special Inspections have been completed in accordance with IBC Section 1901 Special Inspector STEVEN GARDNER Date 11-2-05

3-15-04

2013

Special Inspector STEVEN GARDNER

Date 11-2-05

will deliver to **the Buyer each** of the Limited ~~Warranty~~ **Warranty** Certificates for the Unit **and** the Common Elements **executed** by the Seller, **and the Buyer agrees** to execute **these** Limited Warranty **Certificates** at Closing. **The Buyer agrees to** execute on **or** prior to **the Closing Date and** the delivery of **the Deed** the agreement to reduce the statutory **six (6)** year limitation to two **(2) years** **in the** form attached to the Public Offering Statement **as Exhibit 7**. The Buyer hereby authorizes the Association to execute **and** deliver the Limited Warranty Certificate issued to **the Association and separate instrument relating thereto to** reduce the statutory limitation to two (2) years in **the** forms attached to **the Public Offering Statement as Exhibits 9 and 10**, and agrees **that** the Seller and the officers and **Executive Board** members of the Association shall not thereafter **be** charged with breach of fiduciary duty, self-dealing **or the like**, by virtue of executing **and** delivering such Certificate and separate instrument.

(b) Buyer is not entitled to rely on any verbal representations or warranties regarding the **Unit, and any such representations or warranties have not** been authorized by Seller. Seller takes **no** responsibility for **and** shall not be liable **as** a result of such representations or warranties.

(c) Except **as** may be expressly **set** forth in any Limited Warranty Certificate provided by Seller, the Unit **is being conveyed "AS IS"** without any implied warranties of any **kind whatsoever**, including, without limitation, any implied **warranties** of quality provided in Section 1604-113 of the Act. **This** exclusion of any implied warranties **is** the agreement between the parties to exclude any implied warranties authorized under Section 1604-114 of **the Act**.

(d) Seller hereby **makes** the representations and warranties set forth on **Exhibit B**, attached hereto, each of which **is** material to **the** terms and provisions of **this** agreement.

15. Liquidated Damages. (a) In the **event** of **the Buyer's** default under any of **the** terms, **covenants** or conditions of **this** Agreement, the Seller shall have **the** right to retain the Deposit and any interest accrued **thereon as** aforesaid **as** liquidated damages for the breach **and** not **as** a penalty therefor. **The Buyer and the Seller** acknowledge **and** agree that (i) it is not feasible to **determine** accurately **the measure** of damages **that** will be **caused** to the Seller by **the Buyer's** breach because the uniqueness of the Unit **and Condominium** at their location preclude the utility of comparable figures to determine the **extent of damages, and** (ii) that the amount stated **as** liquidated damages is agreed to reasonably forecast the amount necessary to **compensate** the Seller for its loss in **the light of the circumstances stated in** clause (i) **and** the attendant uncertainties in **marketing the Unit to** another purchaser.

(b) In the event **of the Seller's continuing** uncured default **under** the terms of **this** Agreement, the Buyer shall **have the** right to require the Seller to **refund the** Deposit **and** any interest accrued **thereon as** aforesaid **and, upon tender of the refund in full, the Seller shall** have no **further** obligation to the Buyer. **This** shall be the Buyer's sole remedy in the event of a default by the Seller.

16. Modifications: Approval of Seller. **This** Agreement supersedes **any and** all prior understandings and agreements between **the parties** and constitutes the entire agreement **between them, and** no representations, warranties, conditions or statements, oral or written, **not** contained

herein shall be considered a part hereof. **This Agreement may not be amended, altered or modified or discharged except by an instrument in writing signed by the party sought to be charged therewith or by its duly authorized agent. This Agreement shall not be binding upon the Seller unless executed by the Seller within thirty (30) calendar days from the date hereof; otherwise the amount paid on account hereof will be returned to the Buyer without interest, and, upon return of said sum to the Buyer, this Agreement and the Public Offering Statement be returned to the Seller,**

17. **Assignment.** The Buyer shall not sell, assign or transfer the Buyer's rights under this Agreement without the prior written consent of the Seller; provided that Buyer may transfer or assign its rights hereunder to an entity controlled by Buyer or by the owner's of Buyer at the time of Closing. An attempted assignment without the prior written consent of the Seller may, at the Seller's sole option, be deemed a default under this Agreement. The Seller may assign its rights hereunder.

18. **Brokerage.** Except for The Dunham Group, situated at 10 Dana Street in Portland, Maine, who is acting as the Seller's agent, the Seller and the Buyer each agree that no real estate broker or agent has been connected with this transaction, and that no person is due a commission with respect to negotiating the purchase and sale hereunder. The Seller shall be responsible for any sale commission due and owing to The Dunham Group.

19. **Recording.** The Buyer shall not cause this Agreement to be recorded in any place of public record.

20. **Miscellaneous.** Subject to the provisions of Paragraph 17, this Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, effective as of the date of execution. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. Unless expressly stated otherwise herein, acceptance of delivery of the Deed at Closing shall constitute the Buyer's acknowledgment of full compliance by the Seller with the terms of this Agreement. Unless otherwise specified herein, all time periods stated in this Agreement shall be calculated from the day such notice is mailed, forward the specified number of days, excluding legal holidays, and if the last day is a Saturday or Sunday, then the following Monday shall be deemed the last day of the specified period. Time is of the essence and a material provision of this Agreement. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. The attached Cover Sheet is part of this Agreement. The terms hereof shall be merged into and extinguished by delivery of the Deed at Closing except for Paragraphs 6(a), 6(b), 11(b), 12(b), 13, 15, 19 and 20 which shall survive delivery of the Deed and Closing and shall not be merged therein.

Exhibit A
(Additional Land)

(Plat as revised and approved by the City of Portland Planning Authority on June 2, 2005)

Exhibit B

Representations and Warranties of Seller. The Seller represents and warrants to the Buyer that the following are true as of the date of this Agreement and will be true as of the closing:

(a) To the best of Seller's knowledge after due inquiry, (i) all permits and licenses required for the present use of the Unit are in good standing and *there* are no material violations of laws, regulations or zoning ordinances affecting the Premises, and (ii) there are no claims, actions, condemnations, or other proceedings pending or threatened that materially affect the Unit, the Condominium or this transaction.

(b) Except for charges to be prorated or otherwise provided for herein, any outstanding charges which are payable on account of the Property shall be paid prior to, or at, the closing.

(c) The Seller has not released, disposed of or knowingly permitted the release or disposal of any hazardous substance or other environmental contaminant on Premises and Seller, after due inquiry, has no knowledge of any prior or threatened release or disposal of hazardous substances or other environmental contaminant on or near *the* Premises.

(d) This Agreement is, and all documents to be executed and delivered by Seller at the closing will be, duly authorized and not in violation of any agreement or judicial order to which Seller is subject.

**Exhibit C
(Condominium Document Revisions)**

1. Prior to occupation of the building to be constructed on Unit 4 by the Buyer, Seller shall amend the Plat to designate the ~~thirteen~~ (13) parking spaces on the northeasterly side of Unit 4 and ~~driveway associated~~ therewith as LCE for the exclusive use of Unit 4. In addition, the Seller as Declarant shall designate in writing to Buyer ~~seven~~ (7) additional dedicated parking spaces for Buyer's exclusive use, which may be moved from time to time by Declarant but shall in all cases be located within the ~~LCE parking areas assigned to Units 1 through 4~~ or shall be otherwise located adjacent to Unit 4 in the parking spaces generally immediately across the drive to the southeast of Unit 4 next to Unit 12. In the event Buyer exercises its right to acquire the Additional Land, at the time of closing on the Additional Land, the Seller as Declarant shall designate in writing to Buyer ~~five~~ (5) additional dedicated parking spaces for Buyer's exclusive use, which may be moved from time to time by Declarant, but subject to the same limitations set forth above with respect to the ~~7~~ additional spaces. At the completion of the sale of Units 1 through 3, and final reconfiguration of the LCE for Units 1-4, Seller will show on a revised Plat the said additional designated parking spaces as exclusive Limited Common Elements for Unit 4 or located within the Unit 4 boundary lines.

2. Prior to occupation of the building to be constructed on Unit 4 by the Buyer, all water and sewer charges, or any other costs of operation of the Condominium, that are related to construction of the building on Unit 4 shall be charged to Buyer's general contractor, and if not associated with Unit 4, charged as limited common expense to the Units owned by Seller and not to Unit 4.

3. The Declaration shall be amended to delete the use restriction with regard to laboratory animals in Section 10.1.5 of the Declaration. This use restriction requires unanimous consent to amend the Declaration pursuant to Section 12.2.4, and Seller shall provide evidence that the same has been accomplished prior to Closing.

4. The Condominium Documents, including the Plat, shall be amended to allow for the expansion of Unit 4 to add the Additional Land as a part thereof.

5. The Seller shall complete the Common Element improvements necessary for the construction of Buyer's building in a timely manner commencing in the late summer/early fall 2005 (such items as utility services and any site work which is necessary for reasonable access and use of the Unit for construction purposes such as access drive and parking areas and site work to within 10' from the Unit 4 boundaries). The Seller shall complete the Common Element improvements principally used by Buyer's Unit not later than May 31, 2006 (such items as final paving and striping of parking areas, lighting, signage and similar items). Notwithstanding any other term of this Agreement, Seller and Buyer shall agree on a reasonable sum to be held in escrow from the purchase price sufficient to cover the cost of all items described in this paragraph 5, and such amounts allocable to the work completed shall be paid to Buyer within seven (7) days from the completion of such work. Buyer further acknowledges and agrees that Seller's responsibility for Common Element improvements (including utility lines and

landscaping) is limited work up to a *line* ten (10) feet from the Unit 4 boundary line and that Buyer is responsible for the site work ((including utility lines and landscaping) within the final (10) feet of the Unit 4 boundary lint;



CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Room 315
Portland, Maine 04 101

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

FROM: JOHN W. EINSIEDLER

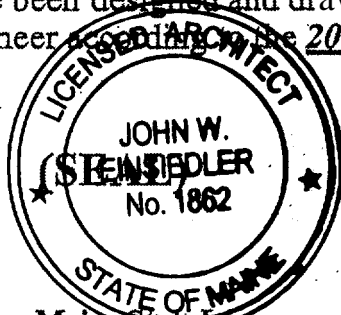
RE: Certificate of Design

DATE: OCT. 28 2005

These plans and/ or specifications covering construction work on:

BIO PROCESSING - 1039 RIVERSIDE STREET

Have been designed and drawn up by the undersigned, a Maine registered Architect /
Engineer, as per the 2003 International Building Code and local amendments.



As per Maine State Law:

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

Signature: [Handwritten Signature]

Title: ARCHITECT

Firm: JOHN W. EINSIEDLER, P.A.

Address: 148 SEA ROAD
KENNEBUNK, ME 04043



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

ACCESSIBILITY CERTIFICATE

Designer: JOHN W. EINSIEDLER

Address of Project: 1039 RIVERSIDE STREET

Nature of Project: BIO PROCESSING

- CONSTRUCTION OF A BIO LABS

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]

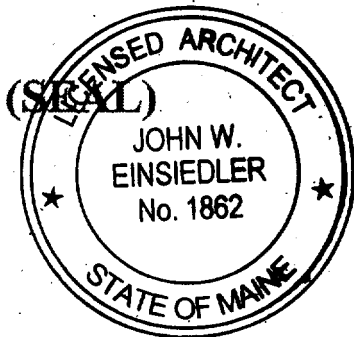
Title: ARCHITECT

Firm: DR. R.A.

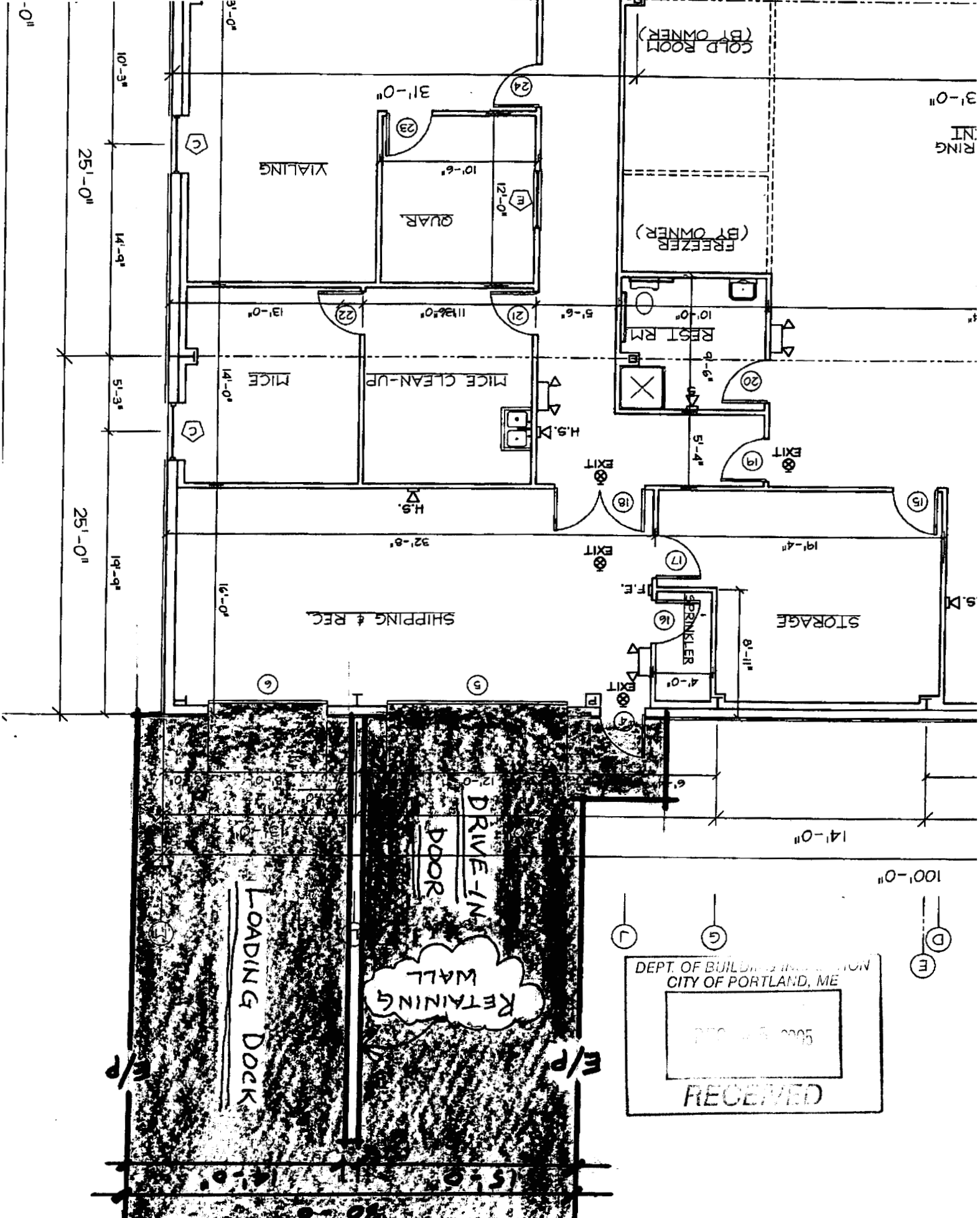
Address: 148 SEA ROAD

KENNEBUNK, ME 04043

Phone: 985-9760



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





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 **grads** and light **floor** loading.

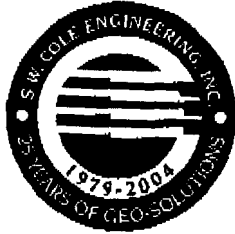
EXPLORATION AND TESTING

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.

AUGUSTA, ME OFFICE

555 Eastern Avenue, Augusta, ME 04330-6700 ■ Tel (207) 626-0600 ■ Fax (207) 626-0700 ■ E-Mail infoaugusta@swcole.com ■ www.swcole.com

Other offices in Bangor, Caribou and Gray, Maine & Somersworth, New Hampshire



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.

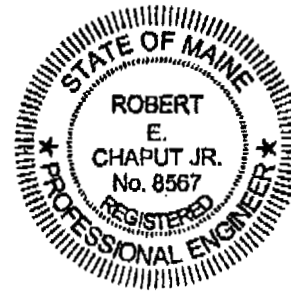
S. W. COLE ENGINEERING, INC. should be on-site to observe subgrades prior to fill or concrete placement in the event that subsurface conditions are found to differ from those anticipated. S. W. COLE ENGINEERING, INC. is available to provide field and laboratory testing of soils, concrete, asphalt, masonry,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



**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

LEGEND
TEST PIT LOCATION

- 1. 1" = 10' ON THE PLAN
- 2. 1" = 10' ON THE ELEVATION
- 3. 1" = 10' ON THE SECTION
- 4. 1" = 10' ON THE DETAIL
- 5. 1" = 10' ON THE ENLARGEMENT
- 6. 1" = 10' ON THE REDUCED
- 7. 1" = 10' ON THE REVISION
- 8. 1" = 10' ON THE CORRECTION
- 9. 1" = 10' ON THE AMENDMENT
- 10. 1" = 10' ON THE SUPPLEMENT
- 11. 1" = 10' ON THE ADDITION
- 12. 1" = 10' ON THE DELETION
- 13. 1" = 10' ON THE CANCELLATION
- 14. 1" = 10' ON THE REVOCATION
- 15. 1" = 10' ON THE RESCINDMENT
- 16. 1" = 10' ON THE WITHDRAWAL
- 17. 1" = 10' ON THE ANNULMENT
- 18. 1" = 10' ON THE TERMINATION
- 19. 1" = 10' ON THE EXPIRATION
- 20. 1" = 10' ON THE REVOCATION
- 21. 1" = 10' ON THE RESCINDMENT
- 22. 1" = 10' ON THE WITHDRAWAL
- 23. 1" = 10' ON THE ANNULMENT
- 24. 1" = 10' ON THE TERMINATION
- 25. 1" = 10' ON THE EXPIRATION

APPROVAL - CITY OF PORTLAND
PLANNING AUTHORITY

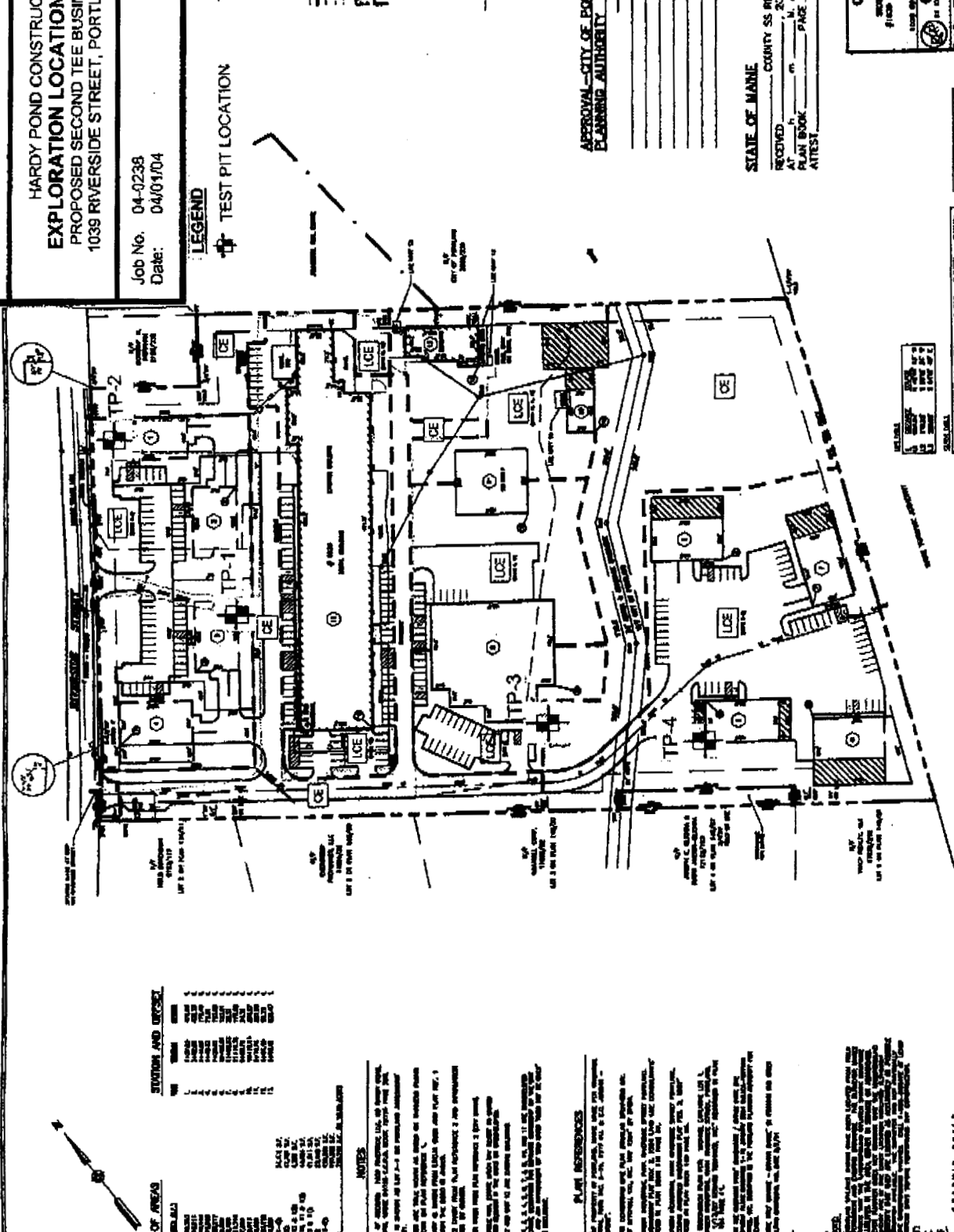
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DRAWN BY _____
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DATE _____

STATE OF MAINE
COUNTY SS REGISTRY OF DEEDS
RECEIVED _____ 20 _____
AT _____ M. AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTER

CONDOMINIUM PLAN
I HAVE REVIEWED THIS CONDOMINIUM
PLAN AND FIND IT TO BE IN ACCORDANCE WITH
THE CONDOMINIUM ACT, CHAPTER 180-A, MAINE
STATUTES. I HAVE REVIEWED THE PLAN AND
FIND IT TO BE IN ACCORDANCE WITH THE
CONDOMINIUM ACT, CHAPTER 180-A, MAINE
STATUTES.

OWEN HASKELL, INC.
1000 RIVERSIDE STREET, PORTLAND, MAINE
REGISTERED PROFESSIONAL ENGINEER
NO. 10000
STATE OF MAINE

Schedule B



SCHEDULE OF AREAS

NO.	DESCRIPTION	AREA (SQ. FT.)
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NOTES

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PLAN REFERENCES

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TEST PIT LOGS

PROJECT NO.: 04-0238
 SWC REP.: TJG
 LOCATION: 1030 RIVERSIDE STREET, PORTLAND, MAINE
 BACKHOE FIRM: HARDY POND CONSTRUCT OPERATOR: BOB GOUDREAU

TESTPIT <u>TP-1</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
	1.0'	DARK BROWN SANDY SILT, TRACE GRAVEL WITH ORGANICS	
		LIGHT BROWN SILTY FINE TO MEDIUM SAND	
	6.0'		
S-1	7'	GRAY SILTY FINE SAND WITH SILT AND CLAY LAYERS	
	8.5'	BOTTOM OF EXPLORAT'N 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
	1.0'	DARK BROWN SANDY SILT WITH ORGANICS	
		LIGHT BROWN SILTY FINE TO MEDIUM SAND	
S-2	4'		
	5.0'		
		GRAY SILTY FINE SAND WITH SILT AND CLAY LAYERS	
	8.0'	BOTTOM OF EXPLORATOIN AT 8'	
COMPLETION DEPTH: <u>8'</u>		DEPTH TO WATER: <u>4.5'</u>	



TEST PIT LOGS

PROJECT/CLIENT: PROPOSED SECOND TEE BUSINESS PARK / HARDY POND CONSTRUCTION
 LOCATION: 1038 RIVERSIDE STREET, PORTLAND, MAINE
 BACKHOE FIRM: HARDY POND CONSTRUCTION OPERATOR: BOB GOUDREAU

PROJECT NO.: 04-0238
 SWCREP.: 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
	0.5'	BROWN SAND AND GRAVEL, TRACE COBBLES	
	4.5'	ORANGE/BROWN SILTY FINE TO MEDIUM SAND	
S-3	5.5'	GRAY FINE SAND WITH SILT AND CLAY LAYERS	
		BOTTOM OF EXPLORATION AT 6'	
COMPLETION DEPTH: <u>6'</u>		DEPTH TO WATER: <u>4'</u>	

TEST PIT <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
	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	
S-4	7.5'	GRAY SILTY CLAY	
	8.0'	BOTTOM OF EXPLORATION AT 8'	
COMPLETION DEPTH: <u>8'</u>		DEPTH TO WATER: <u>NO FREE WATER OBSERVED</u>	



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

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	-	Rack 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.



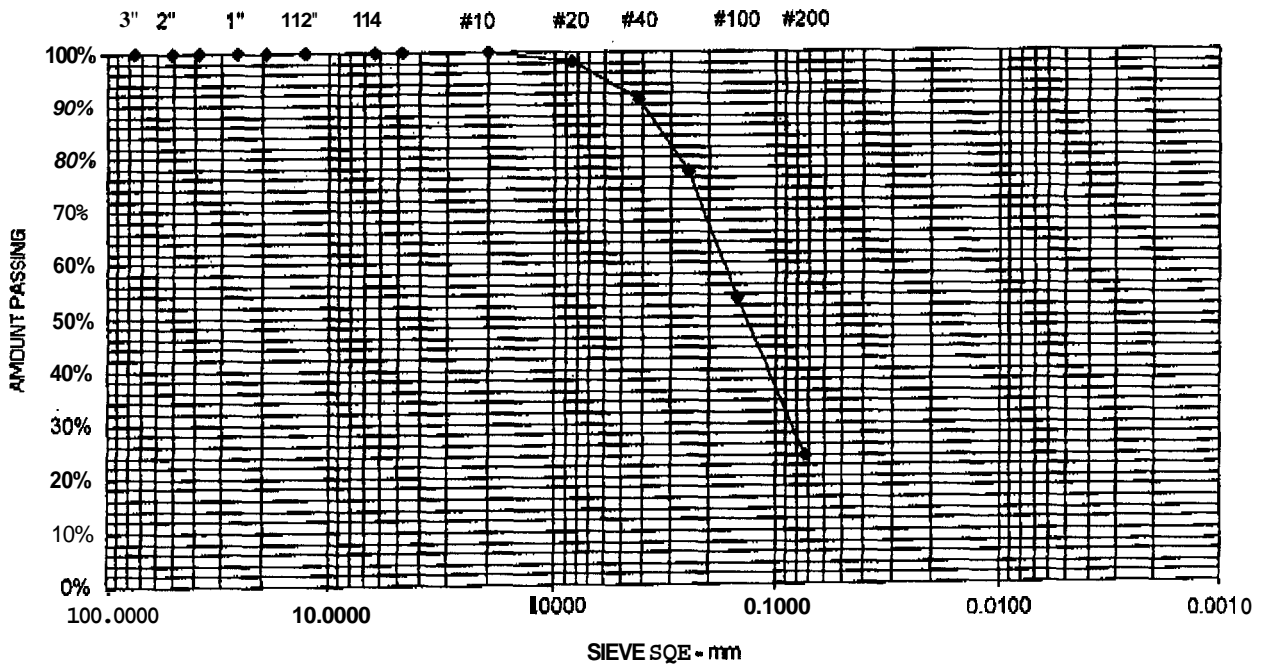
Report of Gradation

ASTM C-117 & C-136

Project Name **HARDYPOND PORTLAND RIVERSIDE COMMERCIAL SUBDIVISION**
 SSI
 Client **HARDYPOND CONSTRUCTION INC**
 Exploration **TP-2,8-2,4.0'**
 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 SPE	AMOUNT PASSING (%)	
152.4	6"	100	
127	5"	100	
101.6	4"	100	
70.1	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	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



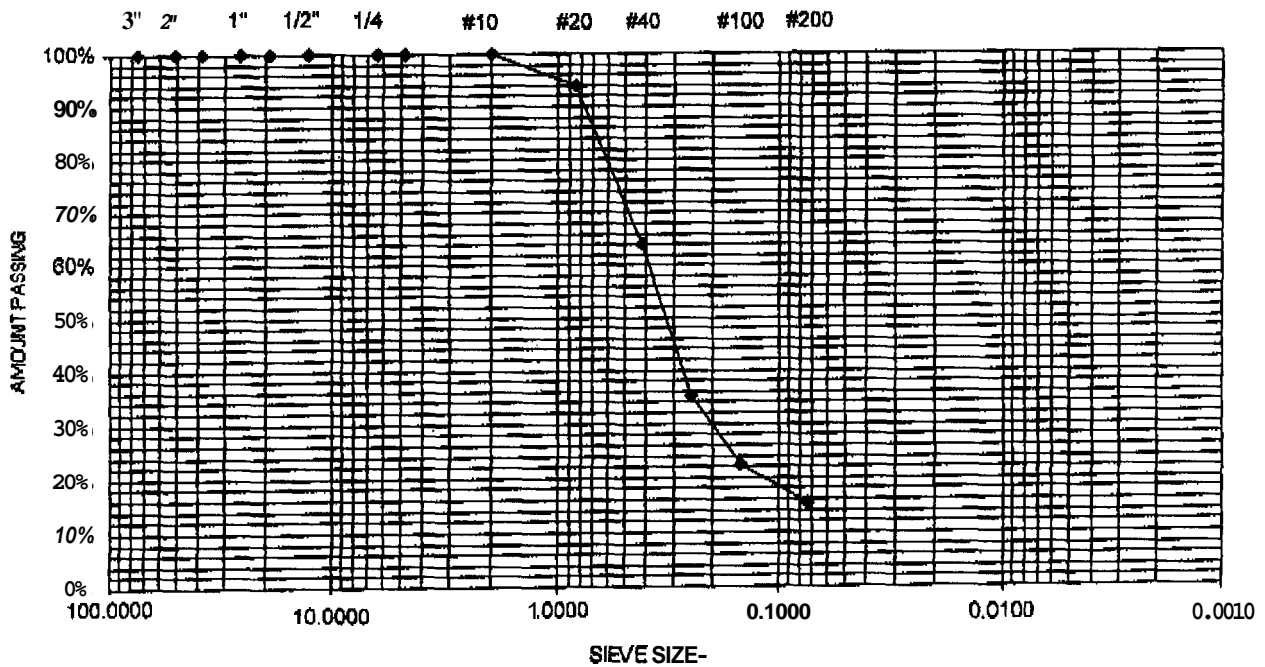
Report of Gradation

ASTM C-117 & C-138

Project Name **HARDYPOND PORTLAND RIVERSIDE COMMERCIAL SUBDIVISION**
 Client **HARDYPOND CONSTRUCTION INC**
 Exploration **TP-3,S-3,5,6'**
 Material Source

Project Number **04-0238**
 Lab ID **985A**
 Oats 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	1-1/2"	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



Comments

SRG ENGINEERING, INC.
CONSULTING STRUCTURAL ENGINEERS

FACSIMILE TRANSMITTAL SHEET

TO: Mr. Mike Nugent	FROM Steven Grant, P.E.
COMPANY' City Portland. Code Enforcement	DATE. 12/13/2005
PHONE NUMBER 874-8700	TOTAL NO. OF PAGES INCLUDING COVER 7
FAX NUMBER 874-8716	SENDER'S REFERENCE NUMBER 05-124 and 05-132
RE: Phoenix Welding and Bioprocessing	YOUR REFERENCE NUMBER.

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY FOR YOUR USE

NOTES/COMMENTS:

Hi Mike,

As requested, here is the revised SI page 2/6 along with Quality Assurance Plan and a structural checklist for PATCO's use/reference for each project.

~~Please~~ call should you have any questions.

Best wishes, and happy holidays.

Sincerely,



Steven Grant, President

C: Dennis Waters at PATCO: Fax# 324-1643

PO BOX 925 52 BLUEBERRY LANE GRAY ME 04039 TEL:(207)-657-7323 FAX:(207)-657-7342
THIS FAX IS INTENDED FOR THE RECIPIENT INDICATED. PLEASE CONTACT US SHOULD
THE RECIPIENT NOT RECEIVE THE ENTIRE DOCUMENT(S) TRANSMITTED.



SRG Job#05- 132

To: City of ~~Portland Code~~ Enforcement Department
 Attn: ~~Mr. Mike~~ Nugent

From: Steven R. Grant, President

Date: ~~December~~ 13, 2005

Subject: Phoenix Welding Office ~~Building:~~ Quality Assurance Plan

Project Location: Riverside Street, Portland

Seismic resisting lateral support will be provided by Portal Frames at ~~Grids~~ A and E. with Rigid Frames at ~~Grids~~ 2, 3, 4, 5, 6, 7 and "lean-to" frames at ends.

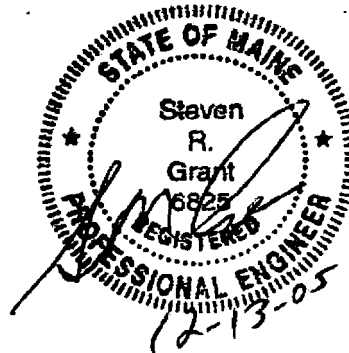
SRG Engineering has subcontracted with S.W.Cole Engineering (contact ~~Craig~~ Turcotte at 657-2866) to provide metal roof deck and structural steel connection review that include any diaphragm bracing at roof and walls, frame bolts, and anchor bolts. Bolts at moment connections will be checked for proper tension/torque and shear connections will be checked for all plies to be in firm contact per AISC. In addition, S.W.Cole Engineering is to provide field review of foundation reinforcing (footings/walls/piers) and anchor bolt placement. Site visits by S.W.Cole and SRG Engineering are planned to be on a limited basis throughout the construction of the foundation and building structure. In addition, SRG Engineering budgeted for a maximum of four (4) site visits to observe construction for conformance with contract documents as well.

We have asked that PATCO Construction notify SRG Engineering and S.W.Cole Engineering a minimum of 48 hours prior to all required site visits. SRG Engineering has also provided a copy of the attached check list to PATCO for their use/reference.

Please call should you have questions

Steven R. Grant, P.E.
President

SRG:srg





Structural Tests and Inspection Requirements For a Typical Pre-Engineered Metal Building Structure :
(Per Chapter 17 of the 2003 International Building Code)

Site and Fill Materials:

- o Field observe sub-grade conditions prior to placement of any fill or concrete for foundations and slab
- o Field sample and perform laboratory test(s) on each soil fill material to be used
- o Observe placement and perform compaction tests on foundation and sub-slab fill materials
- o Review compliance to soils report material
- o Review lift thickness of foundation and sub-slab backfill

Reinforcing:

- o G.C. to submit reinforcing shop drawing for review prior to placement
- o G.C. to submit reinforcing and anchor bolt material certification sheet(s) for review
- o Field observe reinforcing at foundation walls for compliance with size, grade, spacing, location, and embedment.
- o Field observe reinforcing and/or WWF at structural slabs and slabs-on-grade for compliance with size, grade, spacing, location, and embedment.

Formwork:

- o Review formwork
- o Review form removal and re-shoring

Concrete :

- o G.C. to submit all mix designs to engineer for review a minimum of 10 business days before placement
- o G.C. to submit all admixtures to engineer for review a minimum of 10 business days before placement
- o G.C. to submit material certification of all slab dowels to engineer for review a minimum of 10 business days before placement
- o Review and observe field placement of all concrete: footings, walls, slabs, etc...
- o Review and observe curing techniques for footings, walls, and slabs
- o Field test concrete for slump, air, and temperature
- o Field cast four (4) cylinders for each placement to be tested for strength
- o Field observe dowel size and spacing for control and construction joints at walls and slab(s)

Steel Fabrication: (Only For structural steel not fabricated by metal building manufacturer)

- o Review and observe steel fabrication shop procedures

Steel Construction:

- o G.C. to provide material certificates for bolts, nuts, washers, and weld filler (if field welding is to be performed) material
- o Review field connections

Steel Erection:

- o G.C. to provide welders certificate for each person performing any field welding
- o Review primary steel connections
- o Verify pre-tensioning of slip-critical bolts (hanger and moment connections) by certified testing laboratory for proper bolt tension/torque.
- o Review moment connections
- o Review shear connections
- o Review bracing connections
- o Review wall girt connections
- o Review roof purlin connections
- o Review steel roof deck installation
- o Review wall siding installation

G.C. NOTE; YOU MUST NOTIFY THE MATERIALS TESTING FIRM AND THE PROJECT SPECIAL INSPECTOR A MINIMUM OF 48 BUSINESS HOURS PRIOR TO SERVICE BEING PERFORMED TO ALLOW FOR PROPER SCHEDULING OF PERSONNEL

05-132

PHOENIX WELDING OFFICE

Quality Assurance Plan

Quality Assurance for Seismic Resistance (PER VARCO-PRUDEN CALCULATIONS)

Seismic Design Category **C**

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

Description of seismic force resisting system and designated seismic systems:

Partial Braced Frames at Grids A and E.
With Rigid Frames at Grids 2, 3, 4, 5, 6 and
All "LEAN-TO" LOCATIONS

Quality Assurance for Wind Requirements

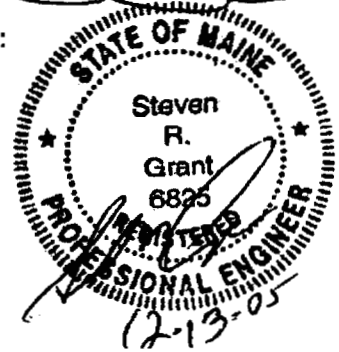
Basic Wind Speed (3 second gust) **100 MPH**

Wind Exposure Category **B**

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

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

SRG ENGINEERING, INC.
P.O. Box 925
GRAY, ME 04039
Revised 12/13/05



Statement of Responsibility

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

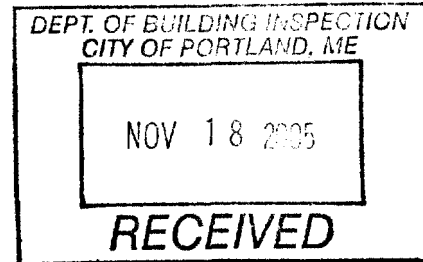
VARCO-PRUDEN MUST SUBMIT THIS, SEE PLATE CONST.



PATCO
CONSTRUCTION, INC.

November 17, 2005

Mr. Michael Nugent
Planning and Development
City Hall Rm. 315
389 Congress Street
Portland, ME 04101



Re: 1039 Riverside Street
Bio Processing

Dear Mike,

Attached please find the additional information that you requested for your building permit review for the Bio Processing project. We have included:

- General Building Permit Application
- Statement of Special Inspections (New form)
- Geotechnical Study
- Varco Pruden Building letter re: IBC 2003 and ASCE 7-02
- Revised Architectural drawing (A-1) referencing IBC 2003, International Energy Code and with a typical interior wall detail.

As for our proposed construction schedule, we hope to break ground the week of 12/05/05, complete the foundation the following week, and begin steel erection in late December. Interior finish and mechanicals will be ongoing throughout the winter, and we hope to be ready for occupancy in early May.

Give me a call if you have any questions, or need additional information.

Sincerely,

Dennis M. Waters
Vice President