

374-378 CUMBERLAND AVENUE

CITY OF PORTLAND, MAINE
DEPARTMENT OF BUILDING INSPECTION

Portland House of Authority
100 Congress St.
Portland, Maine

June 21, 1963

Dear Sir:

With relation to permit applied for to demolish a building or portion of building at 14-375 Cumberland Ave. it is unlawful to commence demolition work until a permit has been issued from this department.

Section 6 of the ordinance for rodent and vermin control provides: "It shall be unlawful to demolish any building or structure unless provision is made for rodent and vermin eradication. No permit for the demolition of a building or structure shall be issued by the Building Inspector until and unless provisions for rodent and vermin eradication have been carried out under supervision of a pest control operator registered with the Health Department.

The building permit for demolition cannot be issued until the provisions of this section have been satisfied. It is the obligation of owner or demolition contractor or both to take up with the Health Department the matter of complying with this section, being prepared to inform that department what registered pest control operator is to be employed.

Very truly yours,

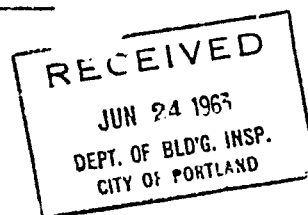
Albert J. Sears

Albert J. Sears
Director of Building Inspection

AJS/h

Eradication of this building has been completed.

J. L. Plé
6-21-63





E3 BUSINESS ZONE

APPLICATION FOR PERMIT

Class of Building or Type of Structure Third Class

Portland, Maine,

June 21, 1963

PERMIT ISSUED

JUN 24 1963

CITY of PORTLAND

To the INSPECTOR OF BUILDINGS, PORTLAND, MAINE

The undersigned hereby applies for a permit to erect alter repair demolish insiall the following building structure equipment in accordance with the Laws of the State of Maine, the Building Code and Zoning Ordinance of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 374-376 Cumberland Ave.Within Fire Limits? ☐Dist. No. Owner's name and address Portland Renewal Authority, 389 Congress St.Telephone Lessee's name and address Telephone Contractor's name and address Sam Serota, 143 Walter St.Telephone Architect Specifications Plans No. of sheets Proposed use of building DwellingNo. families 2Last use No. families Material frame No. stories 2Heat Style of roof Roofing Other buildings on same lot Estimated cost \$ Fee \$ 5.00

General Description of New Work

To demolish 2 $\frac{1}{2}$ -story frame dwelling house.

Do you agree to tightly and permanently close all sewers or drains connecting with public or private sewers from this building or structure to be demolished, under the supervision and to the approval of the Dept. of Public Works of the City of Portland? Yes/

It is understood that this permit does not include installation of heating apparatus which is to be taken out sep- ly by and in the name of the heating contractor. PERMIT TO BE ISSUED TO contractor

Details of New Work

Is any plumbing involved in this work? ☐ Is any electrical work involved in this work? ☐
Is connection to be made to public sewer? ☐ If not, what is proposed for sewage?
Has septic tank notice been sent? ☐ Form notice sent? ☐
Height average grade to top of plate Height average grade to highest point of roof
Size, front depth No. stories solid or filled land? earth or rock?
Material of foundation Thickness, top bottom cellar
Kind of roof Rise per foot Roof covering
No. of chimneys Material of chimneys of lining Kind of heat fuel
Framing Lumber—Kind Dressed or full size? Corner posts Sills
Size Girder Columns under girders Size Max. on centers
Studs (outside walls and carrying partitions) 2x4-16" O. C. Bridging in every floor and flat roof span over 8 feet.
Joists and rafters: 1st floor , 2nd , 3rd , roof
On centers: 1st floor , 2nd , 3rd , roof
Maximum span: 1st floor , 2nd , 3rd , roof
If one story building with masonry walls, thickness of walls? height?

If a Garage

No. cars now accommodated on same lot , to be accommodated number commercial cars to be accommodated
Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building?

APPROVED:

OK-6/24/63- agl

Miscellaneous

Will work require disturbing of any tree on a public street? no
Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes

Portland Renewal Authority
Sam Serota

CS 301

INSPECTION COPY

Signature of owner by: Sam Serota

771

6/6/69

374376 *Centricella*

Saint Louis

permit 6/24/63

losing-in

Closing in

otif.

as for

Occupancy issued

Our Notice

Check Notice

1867 Nov 11

~~1867 Nov 11~~

FILL IN COMPLETELY AND SIGN WITH INK

PERMIT 3858



APPLICATION FOR PERMIT FOR HEATING, COOKING OR POWER EQUIPMENT

Portland, Maine, November 1, 1943

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to install the following heating, cooking or power equipment in accordance with the Laws of Maine, the Building Code of the City of Portland, and the following specifications:

Location 374-376 Cumberland Avenue Use of Building Apartment house No. Stories 2 Existing New Building
Name and address of owner of appliance Chester B. Libby - RMA
Installer's name and address F. N. Cunningham Co., 353 Cumberland Avenue Telephone 2-9671

General Description of Work

To install steam heating system in place of stove heat, and coal fired heater for hot water

IF HEATER, POWER BOILER OR COOKING DEVICE

Is appliance or source of heat to be in cellar? yes If not, which story _____ Kind of Fuel coal
Material of supports of appliance (concrete floor or what kind) concrete
Minimum distance to wood or combustible material, from top of appliance or casing top of furnace, 2'
from top of smoke pipe 15" from front of appliance over 4' from sides or back of appliance over 3'
Size of chimney flue 15x15 Other connections to same flue none (both to same flue)

IF OIL BURNER

Name and type of burner _____ Labeled and approved by Underwriters' Laboratories? _____
Will operator be always in attendance? _____ Type of oil feed (gravity or pressure) _____
Location oil storage _____ No. and capacity of tanks _____
Will all tanks be more than seven feet from any flame? _____ How many tanks fireproofed? _____
Amount of fee enclosed? 1.50 (\$1.00 for one heater, etc., 50 cents additional for each additional heater, etc., in same building at same time.)
F. N. Cunningham Co.

Signature of Installer F. N. Cunningham

INSPECTOR COPY

Sec 32/50
Permit No. 43/1111
Location 374 376 Cumberland Ave
Owner Chester H. Lilly NHA
Date of Permit 11/1/43

Post Card sent

Notif. for insp.

Approval Tax issued 11/1/43

Oil Burner Check List (date)

1. Kind of heat
2. Label
3. Anti-siphon
4. Oil storage
5. Tank Distance
6. Vent Pipe
7. Fill Pipe
8. Gauge
9. Rigidity
10. Feed safety
11. Pipe size and material
12. Control valve
13. Ash pit vent
14. Temp. or pressure safety
15. Instruction card
- 16.

NOTES





CITY OF PORTLAND
DEPARTMENT OF BUILDING INSPECTION

COPY Certificate of Occupancy COPY
CONDITIONAL - SEE REVERSE SIDE FOR CONDITIONS

This is to certify that the building at 374-376 Cumberland Avenue
was altered under Building Permit No. 43/806 has been finally
inspected and may now be occupied for the purposes

of eleven family apartment house - SUB. OCT TO CONDITIONS
ON REVERSE SIDE

Date 11/5/43

Issued to Chester H. Libby

OVER

Inspector of Buildings

JOHN HOWARD STEVENS, A.I.A. JOHN CALVIN STEVENS, 2ND, A.I.A.
ARCHITECTS
187 MIDDLE STREET, PORTLAND, MAINE (3)

September 16, 1943

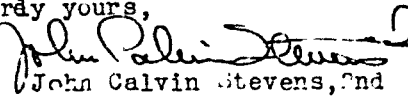
Mr. Warren McDonald
Building Inspector
City of Portland, Maine

re: Case A-17-1A-46
374-376 Cumb. Ave.
Portland, Maine

My dear Mr. McDonald:

Enclosed is copy of an Extra on the above captioned
case, which was awarded on September 3, 1943.

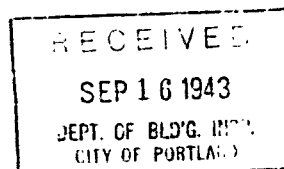
Sincerely yours,


John Calvin Stevens, 2nd

JCS2:MM

Enclosure - 1 copy EXTRA

cc Mr. Wm. D. Tuttle, H.O.L.C.



Mr. Warren McDonald - Bldg Inspector - City of Portland

UNITED STATES OF AMERICA - NATIONAL HOUSING AGENCY
HOMES USE PROGRAM

AGREEMENT FOR A CREDIT OR EXTRA

Robert M. Varrier, General Contractor

RECEIVED
SEP 10 1943
DEPT. OF CLD'G. INSP.
CITY OF PORTLAND

Case No. 17-1-40

Extra No.

Credit No.

Property Address 274-276 Commercial Ave., Portland, Maine

1. CONTRACTOR'S OFFER:

Subject to all the terms, conditions and provisions of the Reconditioning Contract between the United States of America and the undersigned Contractor, said Contract being identified as Form US-NHA R26 dated 8/3/43, and all the terms, conditions and provisions of which are hereby made a part of this Agreement the same as if expressly recited herein, the Contractor hereby offers to make the following CHANGES in the ITEMIZED SPECIFICATIONS OF WORK stipulated in said Contract and in any subsequent agreement for a Credit or Extra entered into before the date hereof:

1. (a) Build new top floor at exit hallway from apt. 15, and lay similar floor at foot of stairs from apt. 23.....
- (b) Build wood sheathed partition and door separating exit hallway from apt. 15, and cover wall at rear of bedroom and passageway of apt. 15 on side with 1/2" gypsum wallboard.....
- (c) Build 12" column under chimney in apt. 14 and substitute a brick pier starting on ledge and built up to the chimney of the chimney.....
2. Provide 2 new 6x8 brick piers and strengthen beams near front of building in basement on down on sheet 254.....
3. Provide new 6x12 sill at door in foot of new 16x16 pier.....
4. Repair foot of pier in basement under chimney adjacent to bath-room apt. 12. Also plug hole around wall pier at this point with screen.....
5. Patch holes in concrete floor in basement.....
6. Replaced running water service with new water service.....

100.00

I hereby certify that, in my opinion, the prices submitted are not in excess of a fair and reasonable cost for the work involved.

Approved:

The Contractor agrees to furnish all labor and material if such be required to effect the above CHANGES, and further agrees that if this subject agreement for a Credit or Extra is accepted that the SUM OF ONE HUNDRED FIVE DOLLARS \$ 105.00 shall be () added to () deducted from the aforementioned Reconditioning Contract.

The undersigned Contractor sets forth his hand and seal this 27 day of August 1943

Signature of Contractor

2. GOVERNMENT'S ACCEPTANCE:

The United States of America hereby accepts the above offer of the Contractor for:

☐

A Credit

☐

An Extra

UNITED STATES OF AMERICA

By _____
For the National Housing Agency

3. SUMMARY ORIGINAL CONTRACT AND CHANGES

Amount of original cost estimate

DATE	DOCUMENTS	NUMBER	CREDIT AMOUNT	EXTRA AMOUNT	NET AMOUNT
	Original Contract		\$	\$	\$
	Agreement for				
	Agreement for				
	Agreement for				
	Agreement for				
Amount Due Contractor					\$

APPLICATION

100% back of total amount.
Item 1. (c) Fully collected and disallowed by Building Inspector.

Item 3. Code requirement.

John Howard Jones

Mr. Warren McDonald, Bldg. Inspector
JOHN HOWARD STEVENS, A.I.A. JOHN CALVIN STEVENS, A.I.A.
ARCHITECTS
117 MIDDLE STREET, PORTLAND, MAINE (5)

Mr. Robert A. Verger
415 Congress Street
Portland, Maine

COPY
August 20, 1943
Re: Case No. 17-1-43
874-376 Cumberland Ave.
Portland, Maine

Dear Sir:

We have a copy of the letter from the Inspector of Buildings to you dated August 19, 1943. It requires the building permit for this job.

There is so much conditional matter outlined in this letter which might run into quite some additional expense in order to satisfy the requirements of the Building Code, that we want you to hold up on any of this job until such time as you can meet a representative of the Building Inspector and our office on the job, and arrive at a definite decision as to what must be done and the cost of same.

This job is running so close to the limit of allowable cost that we cannot proceed with the work with any unknown quantity hanging in our way.

Sincerely yours,

John Howard Stevens

JHS:JEM

cc Mr. William D. Tuttle, BOLC
cc Mr. Warren McDonald, Building Inspector

RECEIVED

AUG 21 1943

DEPT. OF BLD'G. INSP.
CITY OF PORTLAND

Rept. 53935-I

August 18, 1943

Mr. Robert Vorriak
415 Congress Street
Portland, Maine

Subject: Building permit to cover alterations in
the building at 374-376 Cumberland Avenue and
conversion of the building from four apartments
to eleven apartments--owner, Chester H. Libby--
lessee, NSA Case No. K-17-1A-46

Dear Sir:

The above building permit is herewith.

I am afraid that quite a lot of work will be necessary to make the first floor framing reasonably good. While no exhaustive examination has been made, it seems apparent that over the cellar on the east side the 8x8 girder nearest Cumberland Avenue and parallel to it requires replacement on both sides of the brick pier and also one floor joist at least (the one nearest to and parallel with the easterly cellar wall. There is a header over the feet of the cellar stairs to be removed on the easterly side, which has always been cut away leaving only a small proportion of its cross-section and that may need attention. It is directly beneath, I think, the winding stairways to be replaced. Over the westerly cellar it seems likely that the 2x6 cross girder parallel to and nearest Cumberland Avenue and a floor joist at right angles to Cumberland Avenue on the west side of an opening up under the front stairs require replacement or permanent reinforcement, both being quite badly damaged by dry rot. The framing over the rear part of this cellar is just a plain mass and when the time comes will have to be worked out in some permanent and undoubtedly safe manner.

Several places appear in the cellar where there now exist openings up into the frame walls of the building and these must be carefully gone over and tightly closed.

In installation of the new boiler, it is to be noted that the headroom in the cellar at that point is only slightly over six feet, perhaps taking the clearance over the smoke pipe questionable, especially if the smoke pipe comes out off the top of the boiler as some of them do. It is to be noted in this connection that a separate permit is required to cover installation of the boiler and the hot water heater, these permits to be applied for and being assignable only to the actual installer.

I understand that the flue for the new boiler is to be formed by removing one side of the existing front chimney, inserting flue lining and replacing the brick masonry. Let us hope the chimney is of sound masonry on three sides. After the one side has been removed and before the lining is installed, we would like to have notice as to inspect the condition of the other three walls on the inside. This flue will of course be equipped with a cast iron clean-out door and frame at the bottom. In the other chimneys in the building there are numerous former smoke pipe connections, some of them existing wide open and others having flue stops in the openings. I believe none of the other chimneys are to be used for any fire-retained appliance, but these openings ought to be permanently closed in such a way that it will not be evident that there are connections to chimney flues present so that the possibility of some person connecting a stove to one of them in the future may be eliminated.

It is not clear to me how the "Lally" column ^{is} to support the chimney in the rear of the west side of the building is to be afforded one-hour fire resistance. The

Mr. Robert Verrier ----- 2

August 19, 1943

usual such column is not credited with any fire resistance. Neither do I understand just how the existing chimney is to be supported upon the column which apparently would be at the center of the chimney both ways. Though the chimney is not to be used as a chimney, it is obvious that the plate at the top of the column ought not to be of combustible material or wood or any other material that will rot.

Difficulties may be encountered where the new dormer windows are framed into the old type of roof framing and probably exists in this building. The roof joists will be fairly flat and it may be necessary to support the ridge b. posts down through the carrying partition.

Very truly yours,

Inspector of Buildings

WMCD/S

CC: Messrs. John Howard & John^{Calvin} Stevens
187 Middle Street

Mr. Chester R. Libby
415 Congress Street

W. D. Tuttle, HOLC Supervisor
142 High Street

PS

It seems fair to withdraw my statement in the former letter as to the requirement of a railing on the outside steps. While I may be driven out of this ground for the present I have ruled that outside steps below the first floor level (provided the first floor level is not more than ten feet below the ground) do not come under the intent of the Code as controlling height of risers or width of treads, handrails, etc. unless they are absolutely dangerous, except those serving places of public assemblage.

THE UNITED STATES OF AMERICA — NATIONAL HOUSING AGENCY
Homes Use Program

ITEMIZED SPECIFICATIONS OF RECONDITIONING AND CONTRACTOR'S BID

A. TO THE UNITED STATES OF AMERICA—NATIONAL HOUSING AGENCY
The undersigned Contractor hereby offers to complete, in a good and workmanlike manner, and to furnish and provide all the work and materials necessary to perform and complete, the hereinafter mentioned Itemized Specifications of Work, on the property located at: 374-376 Furberland, W.C. (Property Address) 1001 (City) OR (State) PORTLAND
all such work to be performed in accordance with the specification of work on Form U.S.-NHA-R36 attached hereto and made a part hereof as if fully set forth herein, and designated as follows:

Case No. -17-1 -46
Rider Sheet Nos. 1 to 3 incl.

Itemized Specifications of Work

and otherwise in accordance with the latest revised edition of the Master Specifications issued by the Government which are approved for use in performance of the work and hereby made a part of this bid the same as if separately recited herein, and such other schedules, working drawings, and special specifications as may be attached hereto and hereby made a part hereof, and identified as:

of _____, and pursuant to the terms, covenants, and conditions herein contained, for the Sum which is the amount of the proposal, irrespective of the total of the items indicated; and offer to commence work within 5 days after notice of award in writing and to complete such work within 30 days after the date of such notice, unless delayed by strikes, walk-outs, fire or other unavoidable causes beyond the Contractor's control, in which event the date of completion shall be extended for a period to be determined by the Government.

CONTRACT PROVISIONS

ARTICLE 1. Wherever found herein the word "Government" means the United States of America, and the word "Premises" means the property denoted in A above, on which the work specified herein is to be performed.

ARTICLE 2. It is understood and agreed that all work done under this contract shall be performed under applicable provisions of the Act of Congress approved October 14, 1940 (Public No. 849 — 76th Congress, known as the Lanham Act), as amended.

ARTICLE 3. The Contractor agrees: (a) that unless otherwise specifically provided herein no payment shall be due hereunder until this contract has been fully performed in a substantial and workmanlike manner meeting the approval of the Government, and until the Contractor has deposited with the Government satisfactory releases of liens and claims for liens of subcontractors, laborers, and materialmen, and all other persons in any way performing service or furnishing labor or materials to the Contractor on account of this contract on or for the premises; (b) that any work done or material furnished failing in the requirements of the plan, specifications, and this contract, will be removed from the premises, and replaced by the Contractor at his expense; (c) that he shall not assign this contract without the written consent of the Government; (d) that time is of the essence of this contract; (e) that no use or occupancy of the premises by anyone shall be deemed to be an acceptance of the work to be performed hereunder, it being understood that unless otherwise herein provided, the premises may be occupied during the period of this contract; (f) that he shall provide adequate workmen's compensation insurance for employees when such insurance is required by law, and provide such other insurance as specified under the Itemized Specifications of Work, or as herein otherwise provided, the evidence of such insurance as approved by the Government to be filed with it; (g) that he shall furnish, in form approved by the Government, if specified under the Itemized Specifications of Work, or elsewhere herein, a payment bond, a performance bond, a completion bond, or other bond providing for the payment of all wages and for all materials; (h) that he shall furnish to the Government upon request the names and addresses of all subcontractors and materialmen together with amounts due or to become due them, and to furnish, and cause subcontractors to furnish, upon request of the Government and on forms furnished by the Government, such reports concerning wage scales, payrolls, and otherwise, as the Government may require; (i) that any and all payments hereunder received by the Contractor shall be held by the Contractor as trust funds of the Government to be applied first to the full payment for all labor performed, materials furnished hereunder, insurance premiums, and other costs of the improvement, the surplus if any to be retained by the Contractor, and in the event of diversion of said funds, the Government shall, upon written demand mailed to the Contractor at his last known address, be entitled to the immediate return of the payments made hereunder; (j) that he shall not receive any payments under the terms of this contract unless he is not indebted to the United States Government except for current income tax and so warrants upon payments forms to be submitted by him to the Government on approved forms for payment.

ARTICLE 4. The Contractor acknowledges that the general provisions of, and the special references to, the Master Specifications become a part of this contract, and the Contractor expressly guarantees the work embraced by this contract, to such extent as may be required by the Master Specifications for the applicable work or trade, and as though a separate written guarantee were being given by him. In the absence of a provision in the Master Specifications requiring a separate written guarantee, the Contractor hereby guarantees the work to such extent as may be established by custom for the respective work or trades; or, in the absence of such custom, the Contractor guarantees the work for a period of one year from the date of the acceptance of such work by the Government.

ARTICLE 5. The Contractor agrees to comply with all applicable provisions of law or regulations to which he is or shall hereafter become subject; and further agrees to secure a certificate of occupancy or other similar certificate evidencing performance in accordance with local law from the appropriate municipal authorities wherever and whenever necessary. Unless otherwise provided herein, the Contractor shall provide and pay for all permits, licenses, materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work; and when the work is finished, shall clean up the premises, leaving the same free and clear of all obstructions and hindrance. The Contractor shall be responsible for all violations of ordinances or statutes relating to the construction of buildings or the obstruction of streets and sidewalks, and shall carefully repair and make good any damage to property, streets, or pavements caused by any operation connected with the work.

ARTICLE 6. (a) Unless otherwise provided in the specifications, partial payments may be made by the Government to the Contractor after 50 per cent of the work has been completed, or as soon thereafter as practicable, on estimates made and approved by the Government. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(b) In making such partial payments there shall be retained 15 per cent of the estimated amount until final completion and acceptance of all work covered by the contract: PROVIDED, HOWEVER, That the Government may require of the Contractor who requests a partial payment a completion bond to be furnished at the Contractor's expense or other acceptable indemnity in such amounts and on such forms as the Government may require: AND PROVIDED FURTHER, That on completion and acceptance of any division or item of the contract on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

(c) All material and work covered by partial payments shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or for the restoration of any damaged work, or as a waiver of the right of the Government to require the fulfillment of all the terms of the contract.

(d) Upon completion and acceptance of all work required hereunder, the amount due the Contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor after the Contractor shall have furnished the Government with a release of all claims against the Government arising under and by virtue of this contract.

ARTICLE 7. The Government shall have the right at all times during the course of the work to inspect the said work, and by written order to change or modify the scope thereof, and to change, substitute, alter, delete, or supplement any of the items of specifications thereof, either of labor or of materials, it being understood that in such event the time for the performance of this contract shall be extended for such reasonable period as may be necessary, beyond the date fixed herein for the completion thereof, the period of such extension to be determined by the Government. In the event of any such change, modification, substitution, alteration, deletion, or supplement to the specifications hereunder, there shall be no increase in the basic unit price originally established hereunder for the items of work involved or for similar work. If such changes, modifications, substitutions, alterations, deletions, or supplements cause any increase or decrease in the amounts due hereunder, the total price of this contract shall be increased or decreased accordingly. The Government shall not recognize any orders for changes, modifications, substitutions, alterations, deletions, or supplements as outlined herein unless they are shown the cost thereof and are signed by authorized representatives of the Government, who are in charge of supervising the work performed hereunder.

ARTICLE 8. In the performance of the work covered by this contract the Contractor, subcontractor, materialmen, or suppliers shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States: PROVIDED, HOWEVER, that if the head of the governmental agency making this contract shall find that in respect to some particular articles, materials, or supplies, it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be noted in the specifications as to that article, material, or supply, and a public record made of the findings which will justify such exception.

ARTICLE 9. (a) No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic day rate. Not less than the prevailing wages shall be paid on all work performed hereunder. Preference in such employment hereunder shall be given to local residents.

(b) For each violation of the requirements of this article a penalty of five dollars shall be imposed upon the Contractor for each day in which such employee is required or permitted to labor more than eight hours upon said work without a computation in accordance with this article, and all penalties thus imposed shall be withheld for the use and benefit of the Government.

(c) The Contractor shall not employ any convict labor.

ARTICLE 10. (a) Whoever shall induce any person employed on any work covered by this contract to give up any part of the compensation which he is entitled hereto by force, intimidation, threat, or procuring the dismissal of such employee, or by any other means whatsoever, shall be fined more than \$5,000 or imprisoned not more than five years, or both. (Title 40, Section 276b, U.S. Code, 1934 ed.)

(b) The Contractor and all subcontractors shall furnish to the Government representative in charge at the site of the work covered by this contract, or if no Government representative is in charge at the site, shall mail to _____, within seven days after the regular payment date of each and every weekly payroll, an affidavit duly executed and attested in the form attached hereto.

ARTICLE 11. In accordance with the Act of August 30, 1935, 49 Stat. 1011, as amended by the Act of June 15, 1940, 54 Stat. 399, (Title 40, Sections 276a and 276a-1, U.S. Code, 1934 ed.), the following provision shall apply if the contract is in excess of \$2,000 in amount:

(a) The Contractor and his subcontractors shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractors and such laborers and mechanics; and the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work. The contracting officer shall have the right to withhold from the Contractor so much of accrued payments as may be considered necessary by the contracting officer to pay to laborers and mechanics employed by the Contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by such laborers and mechanics and not refunded to the Contractor, subcontractors, or their agents.

(b) In the event it is found by the contracting officer that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the Government may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Government, in addition to other recoverable damages, for any excess costs occasioned the Government thereby.

ARTICLE 12. (a) Should the Contractor fail to prosecute the work to the satisfaction of the Government, or should he at any time become insolvent, or refuse to follow the plans and specifications, or fail to perform the work in a good and workmanlike manner, or cause by any action the stoppage of the work of other contractors performing work upon this property, or fail to comply in any other respect with this contract, then, upon the happening of any of the foregoing events, the Contractor agrees that the Government may, by written notice mailed to the Contractor at his last known residence or place of business, or by notice delivered at such place or to the foreman in charge of the work, terminate this contract and take over the work and prosecute the same to completion by contract or otherwise, and enter into and take possession of the work, materials, tools, appliances, and equipment needed to complete such work, and make such payment as the Government deems necessary for the discharge in whole or in part of the claims, liens, or claims for liens, of any person in privity with the Contractor on account of this contract; and the Contractor further agrees that the expense of such notice and of the completion of such work, and the amount paid for the discharge or payment on account of claims, liens, or claims for liens, and the expense thereof, shall be deducted from the amount due or to become due the Contractor, and if more than the amount due then the Contractor shall be liable to the Government for the difference, and the Government may hold, sell, or otherwise realize upon any material, machinery, tools, or other equipment upon the premises on account of such difference in case the Contractor shall fail or refuse to pay the same; all without prejudice to any other remedy the Government may have.

(b) That if the work specified herein, or any part thereof, or any supplement thereto, is not completed within the time designated for the completion thereof or within any extension of time granted by the Government, the Government shall be entitled to receive from the Contractor as fixed, agreed and liquidated damages for such delay and in addition to any other damages and remedies for which provision is made herein, and in the absence of any legal justification for such delay, an amount equal to the rental paid or to be paid by the Government for the property, apportionable to the period of such delay. This provision shall apply whether the Government terminates the contract or permits the Contractor to continue the work to completion.

ARTICLE 13. The Contractor hereby expressly waives, releases, and relinquishes any and all right to maintain, or have filed or maintained, any mechanic's lien or claim against the premises or any part thereof, or any building or buildings thereon, for or on account of any work, labor, and materials, performed or furnished under this contract, and agrees that no such lien or claim shall be so filed or maintained by or on behalf of the Contractor. The Contractor further agrees that he will save, protect, defend, and hold the Government harmless from the liens or claims for liens against the premises, or any part thereof, or any buildings thereon, of any subcontractor, or any persons acting through or under the Contractor; and that if at any time there shall be any evidence of the filing or maintenance of any such lien or claim for lien on account of this contract or any other contract awarded to the Contractor by the Government, then the Government shall have the right to deduct and retain from the amount otherwise due to the Contractor hereunder an amount sufficient to indemnify and reimburse it for any and all loss or damages which may result from such lien or claim. The Contractor further agrees that this waiver shall be an independent covenant and shall operate and be effective, not only with respect to materials furnished or labor performed under this contract, but also with respect to any and all materials furnished or labor performed under any contract supplemental to this principal contract, under any contract for extra labor or materials for the premises, and under any other contract awarded to the Contractor by the Government.

ARTICLE 14. (a) The Contractor agrees to save, protect, defend, and hold the Government harmless; and, in consideration of the execution of this contract by the Government agrees to save, protect, defend, and hold harmless the lessor and the owner or owners of the premises, and their successors in interest, against any liens, claims, or demands of any person or for property damages or personal injury caused hereunder by reason of the Contractor's negligence or breach of contract or otherwise arising out of this contract or for any claim or demand for patent fees, royalties, or any invention, machine, article, or arrangement that may be used by the Contractor in the construction of the work; and further agrees to defend any and all actions and proceedings arising out of any of the foregoing claims in any suit and to pay counsel fees and expenses of all kinds whatsoever in connection therewith. The Government shall have the right to deduct and retain an amount sufficient to reimburse and indemnify itself or its lessors or the owners of the premises for any loss or damage which may result therefrom.

(b) No payment shall be made to the Contractor for services and materials furnished under this contract or any contract to be performed or performed by said Contractor for the Government unless and until the final determination or settlement of any claims or suits of any nature whatsoever arising out of or in connection with the performance of this contract, which may be filed or instituted against the Government or its lessor or the owner of the premises or their successors in interest.

ARTICLE 15. The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

ARTICLE 16. The Contractor, in performing the work required by this contract, shall not discriminate against any worker because of race, creed, color, or national origin.

ARTICLE 17. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 18. It is expressly understood and agreed by the Contractor and the Government that in the performance of the work provided for in this contract, the Contractor is an independent contractor and in no wise an agent of the Government. The Contractor hereby certifies that he is not a salaried employee of the Government, and that no salaried employee of the Government shall share in any benefit or part of this contract.

ARTICLE 19. In the event any provisions hereof are invalid, the Government may at its option cancel this contract upon written notice to the Contractor to such effect mailed to his last known address; otherwise such invalidity shall not affect the other provisions hereof.

ARTICLE 20. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work to insure fulfillment of all requirements hereof. For the purpose of this contract, a subcontract is defined as any contract entered into by the Contractor with an individual, partnership, association, corporation, estate or trust, or other business enterprise, or other legal entity, for a specific part of the work to be performed in connection with the work to be done or the supplies to be furnished hereunder: PROVIDED, HOWEVER, That a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

IN WITNESS WHEREOF the undersigned Contractor sets forth his hand and seal this _____ day of _____, 19____.

(Signature of Contractor)

(Address)

C. ACCEPTANCE OF BID

The Government hereby accepts the foregoing offer and agrees that it will pay to the above-named Contractor the sum of _____

(\$ _____) Dollars, upon the full and faithful performance of this contract, and upon receipt from such Contractor of satisfactory waivers and releases of all liens and claims for liens, and upon delivery of other instruments required by it to be executed in transactions of this kind, it being understood that the Government may, when necessary, hold such sum, or a portion thereof as needed for such period of time as the governing law may require to protect it against claims of mechanics or materialmen.

Acceptance recommended

UNITED STATES OF AMERICA

19____

By:

For the National Housing Agency

D. CERTIFICATE OF INSPECTION AND APPROVAL

This is to certify that on the following dates _____

I made intermediate inspections of the above described property. I further certify that on _____ I made the final inspection and found all work satisfactorily completed in accordance with the original contract and changes therein, if any.

Case No. 17-1-48

RIDER SHEET NO. 1

ITEMIZED SPECIFICATIONS OF WORK

RATES OF WAGES

for such period of time as the governing law may require to protect it against claims of mechanics or materialmen.

UNITED STATES OF AMERICA

By: _____ For the National Housing Agency

D. **CERTIFICATE OF INSPECTION AND APPROVAL**

This is to certify that on the following dates _____

I made intermediate inspections of the above described property. I further certify that on _____ I made the final inspection and found all work satisfactorily completed in accordance with the original contract and changes therein, if any.

THE UNITED STATES OF AMERICA

Case No. 17-1-40

RIDER SHEET NO. 1

ITEMIZED SPECIFICATIONS OF WORK

RATES OF WAGES

There shall be paid each mechanic or laborer of the contractor or any sub-contractor engaged in work on the premises herein in the trade or occupation listed below, not less than the hourly wage rates set opposite such trade or occupation, regardless of any contractual relationship which may be alleged to exist between the contractor or any sub-contractor and such laborers and mechanics.

July 19 43

LOCATION 374-376 Cumberland Ave. DATE _____ REGION _____

PREVAILING WAGE RATES

PER HOUR	TYPE OF LABOR	PER HOUR	TYPE OF LABOR
	Bricklayers		Painters, brush
1.15	Bricklayers' apprentices	1.30	Pipe Layers (concrete & clay)
	Carpenters, journeymen	.90	Plasterers
1.50	Carpenters' apprentices	1.30	Plasterers' tenders
1.35	Cement finishers	1.00	Plumbers
.75	Electricians	1.00	Roofers, composition
1.30	Electricians' app., helpers		Roofers, slate and tile
1.75	Glaziers	1.00	Roofers' helpers
1.375	Iron workers, structural		Sheet metal workers
	Iron workers, reinforcing		Sheet metal workers' helpers
.75	Iron workers' apprentices	1.30	Soft floor layers (linoleum)
.75	Laborers, building	.875	Sprinkler fitters
.75	Laborers, concrete	1.50	Sprinkler fitters' helpers
1.50	Laborers, unskilled	.75	Steam fitters
	Lathers	1.30	Steam fitters' app., helpers
1.50	Lathers' apprentices		Terrazzo workers
	Marble setters	1.50	Terrazzo workers' helpers
.50	Marble setters' helpers		Tile setters
.50	Mason tenders	.75	Tile setters' helpers
	Mortar mixers		Truck drivers

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CITY OF PORTLAND

U.S.-NHA-R36

are observed _____ Signature of owner _____

INSPECTION COPY

1-27-14-46

374-376 Cumberland Ave. to GEORGE L. STEVENS
Residence at 374-376, Portland Maine
Work to be done for the United States of America
NATIONAL HOUSING ADMINISTRATION under direction of -
John Howard Stevens - John Edwin Stevens Esq., Architects
127 Middle St., Portland Maine

GENERAL CONDITIONS

General Conditions of Master Specification of U.S.L.S. shall govern all phases of the work. Copy of these General Conditions is on file in Architect's office where it may be consulted by owner, surety and it is a part of this specification as recited under section 1 above.

TIME

Under Sec. 2 - contract provisions (1st page) in Art. 3(a) the Contractor agrees that time is the essence of this contract, and in Art. 12 (b) is set forth the method of determining the amount of damages for failure to complete the contract within the time designated in Sec. 2, and which becomes binding upon signing the contract.

MASONRY

1. Remove portion of front chimney and build in new 14" x 14" T.C. flue lining from basement to top.
2. Cut openings as required to permit use of flues in existing chimney as vent flues.
3. Cut openings as shown through brick party wall.
4. Cut for pipes, etc., as required.
5. See par. 11 under CARPENTRY for additional item of masonry work.

CARPENTRY

1. Remove all partitions, doors or window openings where necessary as indicated on plans; stud up, close openings and erect new partitions as shown, covered with 5/8" gypsum wall board. All salvaged lumber trim and hardware to be re-used wherever practical.
2. Frame for new openings and set doors and windows as shown.
3. Furnish new trim, base, etc., to fill out for a complete job.
4. New doors to be provided as required. Re-set salvaged hardware and make repairs to same as required and furnish such new hardware as necessary to make a complete job.
5. All new material, woodwork, trim, finish and hardware shall match as closely as possible the existing work.
6. Properly repair all doors and windows and leave same in good operating condition.
7. Remove existing kitchen cabinets as shown and install new counter and cabinets of new stock (wood) ~~1/2" thick~~ units in all new kitchens.
8. Remove rear stairs on 374 side and build new stairs from first to third floor as shown.
9. In existing kitchen first floor on side 376, install a new ceiling of insulating wall-board tiles. This area includes the rear kitchen, back and closet.
10. Close up eavelets under front stairs, and window openings between stair halls and rooms.
11. Repair existing bath, side 376, jack up and strengthen frame as necessary and as directed by the Architect, and install two new, or equal second-hand 8' x 6' posts (wood).
12. In this bath room (par. 9 above), take up floor and lay new 1" x 4" matched fir, making any necessary repair to existing under flooring.
13. Where existing mantels are in the way of new plumbing fixtures etc., remove mantels and close fireplaces by removing facing and setting one piece of asbestos board in opening, painted to edges with Portland cement, and built with 2" x 4" studs, etc. etc.

ITEMIZED SPECIFICATIONS OF WORK

RIDER SHEET NO.

Case No.

INSPECTION COPY

Signature of owner

Date of survey

Case No. 17-1A-43

RIDER SHEET NO. 3

ITEMIZED SPECIFICATIONS OF WORK

12. Patch rear wall of shed with wood shingles. Make repairs as directed to all outside wall coverings, gutters, finish, etc., as required to make same a reasonably satisfactory condition for painting. It is the intention that work of this nature shall be held to a minimum.
13. Remove all outside blind in board up doors and windows of sheds. Remove all existing parts of old out-house now attached at rear, and parts of fence as directed.
14. Remove existing doors at roller entrance (in back), both sides of building. Build new built-up doors and new bottom doors at foot of stairs. Build new stairs with two inch plank treads, as required; stringers of two inch plank not over 12-0" apart. Provide locks on built-up doors.
15. Build new coal bin on shown.
16. Equip closets with pole and shelf.
17. Cover sides of all new dormers with asbestos shingles.
18. Furnish and install in all bath rooms a recessed type, wood, steam radiator cabinet with flush plate cover about 14" x 30"

ROOFING WORK AT 1271

1. On entire 1271 side of building remove present roof covering and apply 3-tab 12 x 36 asphalt, mineral surfaced strip shingles. Make repairs where cuts are made for new dormers.
2. Cover roofs of all new dormers and also the existing dormer on 1274 side with mineral surfaced roll roofing. Flash to existing work as required.
3. Thoroughly inspect the remainder of roof of entire building and make such repairs to roof covering and flashing as are needed to make weather tight.
4. Repair or replace all down spouts as required.
5. Furnish and install galvanized iron covering for the trim and sills of all windows in new dormers. Also a metal covering for edge strip on roofs of new dormers, all as required under the Building Code.

CEILING, PARTITION AND PLASTERING

1. Cover ceiling and both sides of new partition in roller room and both sides of all new partitions, filled-in doorways in public halls, and soffits of stairs in public halls, with perforated gypsum lath and one coat cement plaster as required by Building Code.
2. Furr with 1 x 3 properly spaced for ceilings described under paragraph 7 in description. Furr wherever required for attaching plumbing fixtures or other items or to bring finished back to proper plane.

GLASS AND GLAZING

1. Replace all broken and missing glass. Replace all loose and missing points and putty. Prime wood before puttying.

PAINTING AND DECORATING

1. Exterior. Entire outside of house, both old and new work, to receive two coats of lead and oil paint, colors to be selected by architect.
2. Interior. To be color-matched throughout entire building.
3. Woodwork. All existing woodwork throughout, which remains in place, to have one coat of oil paint. All new woodwork to have two coats of oil paint.

Signature of owner

INSPECTION COPY

RIDER SHEET NO. 4
ITEMIZED SPECIFICATIONS OF WORK

1. PAINTING (continued) All paper.
a. Walls. Remove all loose wall paper. Cover all walls - baths, stair hall, etc. with paper. Throughout house, use of shade, with wall paper, also use of one per single roll to be collected by the architect. To be applied with liquid paint instead of paper.
b. All closets to have one coat of enamel paint instead of paper.
c. Floors. All floors and stair treads throughout to have one coat of enamel floor enamel.
d. Radiators. All radiators and pipes, piping in first story and above to have one coat of enamel paint.

2. HEATING

1. Furnish and install one cloth shield for all pipes in first and second stories. Cost not to exceed 20 cts. per shade. Present radiators in good condition may be re-used.

3. PLUMBING

1. Provide complete new heating system with radiators of size and in locations shown by plans.
2. Contractor shall submit piping diagram for approval before starting to layout the work.
3. Furnish new piping tools and at completion of job test entire system to demonstrate satisfactory operation.
4. Furnish control valves and air valves at each radiator.
5. Boiler to be 100% local hot water or equal of same rated capacity and with water line of not more than 4" in diameter.
6. Heating contractor shall provide a pit in which to set boiler with a side and rear clearance of at least 15" and a front clearance of at least 3'-0". Concrete floor to be neatly cut to required size and side walls built of brick or concrete at least 8" thick. Floor of pit to be graded with porous gravel and have a floor of 3" concrete with one section of 4" large tile set on end flush with pit floor to serve as a drain. Floor of pit to be 1'-0" below cellar floor.
7. Provide control valves on mains in basement and all usual fittings and appurtenances on boiler to make a complete job.
8. Connect to chimney flue with smoke pipe and damper.

4. REPAIRS

1. Remove all existing kitchen sink and water closet in second floor on 374 side. Remove all piping which is not to be used and salvage as much as is practical for use in new work.
2. Leave in place the fixtures in both baths in 374 side and the water closet first floor on 374 side. These fixtures which are in condition to be left alone and repaired to put them in good working condition.
3. Install new fixtures in all new kitchen and in all new bath rooms as shown by plans.
4. Connect new stacks of drainage, open to existing house drains in basement and extend up to all of them, venting etc. as required.
5. Carry hot and cold water in galvanized iron pipes from supply in basement to all new fixtures, as required. Change and repair as necessary the pipes to existing fixtures which are to remain.
6. Provide and install in basement a new 100 gallon galvanized iron hot water storage tank and a new well fitted automatic hot water heater of sufficient size to properly supply tank requirements.
7. WATER
a. WATER. 100 - 1000 VIT standard sanitary vitaceous main: 1/2" bore, oval bowl 15" x 15", rear outlet with chain stop, open overflow, wall hanger, cast-in soap dish and VIT 1018 connection faucets and VIT plug with chain and stopper with VIT 970

17-1-00

Case No.

RIDER SHEET NO. 3

STANDARDIZED SPECIFICATIONS OF WORK.

Continued (unclassified)

U.S. Patent, also joint inlet from also outlet 1 1/8 x 1 1/4
patented - 2-10-65 Mirth China Chest combination standard
patent system action reverse hand with jet.
and fitted for exposed

U.I.P. pump, slip joint inlet iron pipe to
Watercloset. - 2" x 10" brass China closet combination
 outfit - with round front appian action reverse trap with jet.
 vitreous china tank with depressed cover and fitted for exposed
 supply pipe but less the supply pipe, with 6" x 4" China water
 and with china No. 2 bolt caps.
Other stalls. - 3" x 3", 3" x 4" and 3" x 5" brass iron faucets.

and with china. No. 3 hole, 13 1/2 x 4 1/2 inches.
Shower stalls. - 30 x 30, 13 1/2 x 4 1/2 inches.
Kitchen sink. - 13 1/2 x 4 1/2 inches.

Fitchburg, Mass. 1893

2.1. Outlet, non-synched from trap

4. Exhaust cold water supply to new steam boiler is to remain and connect to deck.

9. Extend cold water supply main and connect to sink.
10. Make all necessary connections of hot and cold water to domestic hot water heater and connect same back to chimney.

SECRET

1. Install new 60 amp. service from Junction box. All electric
is to be connected at one meter.

1. Install new 60 amp. service from Junction Box. 111
work to connect at one meter.
2. Make all necessary repairs to existing wiring. Install all new
wiring as required, combining to form circuits which will not be
overloaded. All circuits as are to remain shall be put in good condition.

1. install new cable to connect at one meter.
2. make all necessary repairs to existing wiring.
3. make all necessary repairs to form circuits which will not be
working as required, combining to form circuits which will not be
overloaded.
4. such existing outlets as are to remain shall be kept in good condition
and fixtures to be removed shall be removed.
5. such new outlets as are to be added shall be added in such locations as far as is
practicable to the existing wiring.

3. Such existing outlets as are to remain shall be put in good condition. Provide new outlets and fixtures as shown by plan. To salvaged material and fixtures in new locations as far as is possible and supply new fixtures to complete the job, of same inventory, quality and type as present. Provide new glass as needed. To all. 4. Provide all lights in public stair hallways that they are all controlled by one switch in basement.

1. *Chlorophyll a* and *Chlorophyll b* were determined by the method of Lichtenthaler and Whistler (1973).

1. At completion of contract, restore all material damaged or disturbed due to execution of the work included herein, to its original condition.

Form US-NHA R36
Revised 5-4-43

Signature of owner

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ITEMIZED SPECIFICATIONS OF WORK
RIDER SHEET NO. 6

Case No. W-17-1-A-45

ITEMIZED SPECIFICATIONS OF WORK

ADDENDUM #1

CARPENTRY:

Install a new 1"x4" matched fir floor in bedroom of Apartment #15. This shall be laid over existing floor. A similar floor shall be laid in the passageway connecting living room and bedroom in this apartment. Lay a similar floor exit hallway from Apartment #15.

Install a new wood sheathed partition separating exit hallway from the shed Apartment #15. Provide sheathed door in partition.

Install new exterior door and frame in same exit hallway. Door shall be glazed.

Remove the open porch at rear of building. Patch clapboards as necessary.

Provide one handrail on stairs now without.

Install Lally Columns under chimney in Apartment #14. Supported on ledge - suitable cap.

Floor over present stair to cellar at #376 side.

New fire door in New boiler room partition to be Class C in lieu of 8" Tin Clad Door as specified.

Ducts to be of incombustible material. Stove pipe or asbestos lumber acceptable.

New stairway 2nd to 3rd floor - to be 30 inches wide and constructed to avoid tapered treads indicated on plan.

Form US-NHA R36
Revised 5-4-43

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AUG 3 - 1943

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CITY OF PORTLAND

Signature of owner

are observed?

INSPECTION COPY

Rept. 85340-1

August 14, 1943

Messrs. John Howard & John Calvin Stevens
187 Middle Street,
Portland, Maine

Subject: Application for building permit
to cover alterations in and conversion
of the building at 774-378 Cumberland
Avenue from a 4-family to 11-family
apartment house

Gentlemen:

The fact that there are quite a number of details bearing upon requirements of the Building Code which are not clearly shown either on the plans or in the specifications is likely to establish a basis for misunderstanding later, and I feel that it would be far better to explain every detail in the usual manner, but I do not wish to delay the job any more than absolutely necessary. In this connection, especially in view of the considerable number of complications arising with this project, that the requirements as to notification before closing in any of the work, securing inspection and the certificate of enclosure before any of the work is closed in, notification for final inspection and securing the legal certificate of occupancy before any of the apartments are occupied are just as necessary as though the lessees were a private party. I have no way of issuing a certificate of occupancy unless the requirements of the Code have been met or deficiencies arising on account of the war emergency satisfactorily accounted for or taken care of in the future.

There are a few items which I feel must be made clear, preferably on the plans, before the permit is issued: (1) show on the plans the required automatic time switch to control public and stair hall lights, then when the time comes to install it if it has not or cannot be procured, let the contractor furnish written evidence of that fact and let the owner or the lessee or both agree in writing to provide the automatic time switch when it becomes procurable, that condition to be indicated in the certificate of occupancy and clearly covered for taking care of later; (2) make clear on the plans that the cellar stairs on the west side are to have the well floored over at the first floor level with a bearing strength of at least 40 pounds per square foot or specify the framing for that strength, this being where the basement plan is marked "stairs to remain 'as is' closed door at head", this to be made more explicit even if the statement on Rider Sheet No. 6 "floor over present stair to cellar at No. 378 side" is intended to mean the same thing; (3) clear up the doubts raised by two notes on the basement plan, "concrete floor, poor" and "ledge floor", either on plans or in specifications to establish the fact that the entire cellar floor when the job is finished will be the equivalent of a sound concrete floor with drainage properly taken care of as per Section 303-1-4 of the Code; (4) show in detail how the large chimney is to be supported, presumably in the cellar on one or more lally columns, showing fireproofing of the columns with one-hour fire resistance as per Section 303-a-1 of the Code, and file statement of design, we have an old complaint relating to the support of this chimney and apparently the condition has not been changed materially, our information showing the chimney to be probably of quite large area and rather heavy, supported upon the first floor framing and by a wooden post in the cellar, the chimney appearing to be of too large an area to be properly supported upon a single post (the term "lally column" is often used rather loosely to mean any type of a pipe column even of second hand material, but when that term is used we are bound to interpret it as a column manufactured by the Lally Column Company out of new pipe and capable of rational design); (5) three references to apartment No. 15 on Rider Sheet No. 6 are not understood and the second item about installing a new wood sheathed partition at an exit hallway and a sheathed door in partition, I cannot identify apartment No. 15 and a wooden sheathed partition is not allowed to enclose any public or stair hall, but such a partition must

span over 8 feet. Sills and corner posts all one piece in cross section.

Joists and rafters:	1st floor	2nd	3rd	roof
On centers:	1st floor	2nd	3rd	roof
Maximum span:	1st floor	2nd	3rd	height?

If one story building with masonry walls, thickness of walls? _____

If a Garage _____ to be accommodated _____

No. cars now accommodated on same lot _____

Total number commercial cars to be accommodated _____

Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? _____

Miscellaneous

Will above work require removal or disturbing of any shade tree on a public street? no

Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes

Signature of owner By: [Signature]

INSPECTION COPY



GENERAL BUSINESS ZONE
APPLICATION FOR PERMIT

Class of Building or Type of Structure Third Class

Permit No. 1576

Portland, Maine, August 2, 1943

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to erect alter install the following building structure equipment in accordance with the Laws of the State of Maine, the Building Code of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 374-376 Cumberland Avenue Within Fire Limits? yes Dist. No. 1
Owner's or Lessee's name and address Chester E. Libby, 415 Congress St. Telephone 3-2161
Contractor's name and address Robert Verrier, 415 Congress Street Telephone 3-2161
Architect John Howard & John Calvin Stevens Plans filed yes No. of sheets 10
Proposed use of building Tenement No. families 12
Other buildings on same lot _____
Estimated cost \$ 14,000. Fee \$ 10.50

Description of Present Building to be Altered

Material Frame No. stories 3 Heat steam Style of roof pitch Roofing asphalt roofing
Last use Tenement No. families 4

General Description of New Work

To make alterations to tenement house as per plans and specifications submitted.

General Sustained condition 5/12/43

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor.

Details of New Work

Is any plumbing work involved in this work? yes
Is any electrical work involved in this work? yes Height average grade to top of plate _____
Size, front _____ depth _____ No. stories _____ Height average grade to highest point of roof _____
To be erected on solid or filled land? _____ earth or rock? _____
Material of foundation _____ Thickness, top _____ bottom _____ cellar _____
Material of underpinning _____ Height _____ Thickness _____
Kind of roof pitch Rise per foot _____ Roof covering asphalt roofing Class C Unl. Lab.
No. of chimneys _____ Material of chimneys _____ of lining _____
Kind of heat steam Type of fuel coal Is gas fitting involved? _____
Framing lumber—Kind hemlock Dressed or full size? dressed
Corner posts _____ Sills _____ Girt or ledger board? _____ Size _____
Material columns under girders _____ Size _____ Max. on centers _____
Studs (outside walls and carrying partitions) 2x4-16" O. C. Girders 6x8 or larger. Bridging in every floor and flat roof span over 8 feet. Sills and corner posts all one piece in cross section.
Joists and rafters: 1st floor _____, 2nd _____, 3rd _____, roof _____
On centers: 1st floor _____, 2nd _____, 3rd _____, roof _____
Maximum span: 1st floor _____, 2nd _____, 3rd _____, roof _____

If one story building with masonry walls, thickness of walls? _____ height? _____

If a Garage

No. cars now accommodated on same lot _____, to be accommodated _____

Total number commercial cars to be accommodated _____

Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? _____

Miscellaneous

Will above work require removal or disturbing of any shade tree on a public street? no

Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes
Signature of owner By: Chester E. Libby
National Housing Agency

INSPECTION COPY

3943 B#

[illegible]

7. *Alfred J. Cunningham*

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374-376 ~~Continued~~

I.M.W.

Pl. make inquiry
from as per Jones
letter of 7/27/45,
and answer by
letter for 1/4/46 of J.C.
these papers
away with it leaving
in my hands for
good. ^{regarding} letter ^{sent}
Let me know if you
wish to see it. 8/10/46

JOHN HOWARD STEVENS, A.I.A. JOHN CALVIN STEVENS, 2ND, A.I.A.
ARCHITECTS
117 MIDDLE STREET, PORTLAND, MAINE

July 22, 1943

Mr. Warren MacDonald
Building Inspector
City of Portland
Maine.

Dear Sir;

We are submitting herewith plans and specifications
for alterations to 374-375 Cumberland Ave. These
plans are about to be placed in the hands of
contractors for figures. We would appreciate your
examination of them at this time so that no further
delay will take place after figures have been received.
Also all adjustments may be made before the contract
is signed.

Sincerely yours,

John Calvin Stevens

John Calvin Stevens, 2nd.

RECEIVED

JUL 22 1943

DEPT. OF BLD'G. INSP.
CITY OF PORTLAND

Alterations to Building of Chester H. H. H. 1374 31st Avenue 1
2/3/43

MS-11:-

Application for the permit made to-day with a rider (Page) of specifications submitted to the care of Detroit discussed with Mr. John C. Stevens on 7/30/43. If all my deductions are right in original checking made of plans & specifications, which is attached herewith, there is still the following matters in question:-

1.- Mr. Stevens says that C.P.D. has refused to release timeswitches for these jobs. I have told him that I thought new timeswitch plans or specifications should indicate such a switch, and that it cannot be refused. They should write up a letter indicating refusal, asking for much same when necessary. One many other related switch should be indicated with explanations. He has not yet said he has one of this either on plan or specifications.

2.- I talked over with Mr. Stevens the framing of new stairs from 2nd to 3rd story which show two tapering treads & tapering landings in the run. I told him that I did not know where on drawings with code, but told him that it may be only 30" wide instead of 36" as drawn. He thought by narrowing and the difficulty might be overcome, and has so indicated in rider to specifications. Is this going to be satisfactory?

3.- Altho specifications rider calls for Class "C" fire door for wood room it does not specify it be either automatic or self-closing.

4.- Footings extending at least 4' above floor not indicated for wood posts in basement.

5.- Note about separate permits for heating of premises may be made when permit issued.

6.- I told Mr. Stevens that I did not know whether use of any common long face wood post supporting roof & old masonry with the same story and the last included as a rider. Thus the masonry and the old building will be in appearance of the new building, which is explained all added.

Alterations to Building of Electric Building at 14-376 Cambridge St
7/24/43

- 1- Roofs - OK
- 2- Fire Escapes - 2nd floor of 1st & 2nd
 - dormer must be covered with incombustible
 material. Specifications on fire side of
 new dormer to be covered with asbestos
 sheeting & corners and beam to be covered
 with metal - Set 402-8-10 - OK

565	22.5	34
28	24	35
5120	900	175
530	150	102
7420	5000	1190

- 3- Special - General 1st floor water
 - Set 202-a, b - OK
 - Set 212-a, b - OK
 - Set 202-c-1 - 34 x 35 = 1190 sq ft.
 - 22.5 x 24 = 540
 - 26.5 x 28 = 742
 - 2472 - - - OK
 - Set 202-c-2 - OK
 - Set 212-c - OK

- Set 203-d-1, 2, 3, 4 - OK
- Set 203-d-5.1 - Story height in part of
 apartment 2nd story is only
 6'-11 1/2"; in apartment 3rd, 4th, 5th
 third story it ranges from 6'-11" to 7'-5"
 I presume the appraiser is aware of
 all these locations, and is not specific
 ally mentioned in list of questions
 under appraisal. Hence I am not sure
 above floor in all parts of each story
 not clearly indicated. Appraiser is not
 is intended to cover any discrepancies
 on this score. - OK
- Set 203-d-5.2 - Window areas not indicated
 but in case of the appraiser has been
 taken care of by appraisal - OK
- Set 203-d-5.3 - OK
- Set 203-d-5.4 - OK
- Set 203-d-5.5 - Size of room room
 walls taken care of by appraisal - OK
- Set 212-d-1 - Slope of roof to be determined by appraisal OK
 Chimney base and roof to be determined by appraisal OK

(Over)

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7. Kellner-Prager

7-4-1946

1. The first part of the document is a list of names and dates, which appears to be a roster or a list of participants. The names are written in a cursive script, and the dates are written in a more formal, printed style. The list is organized into two columns, with names on the left and dates on the right.

1944

Alterations to Building of Chester H. Libby at

5746 Cumberland Ave.
7/29/43

X ^{LS}	✓ Sect 203-f-1 - This covered in specifications. Sect 203-f-2 - Where rear stairs to cellar are to remain, but doorway at head of stairs closed up, should not stairwell at 1st floor level be closed in with timber and matched boards? ← ?	OK Will ✓
X ^{LS}	✓ Sect 203-f-3 - Included door to enter room specified but not indicated. Does "C" & "H" be enter automatic space? ← ?	Page 6 of Specifications ? ← Indicate as other.
X ^{LT}	✓ Sect 203-f-4 - Vent flues from toilets must be of noncombustible material. If existing chimney is used they must extend at least 50 ft in. In excess of 50 ft used for other purposes. ← ?	✓ See under paragraph of specifications
	✓ Sect 203-g-1 - OK ✓ Sect 212-g-1 - OK	
X ^{LS}	✓ Sect 203-i - Basement plan "as is" indi- cates floor of basement to be of ledge and concrete, with concrete floor on 1st floor. Are steps to be taken to insure that floor is adequately drained & reasonably dry? ← ?	OK
	✓ Sect 212-i - OK	
	✓ Sect 203-j - OK	
X ^{LS}	4 - Specifications: a. In paragraph 4.11 under carpentry is it the intention to have a wood stud partition outside 4" beyond face of chimney where section 203-d is indicated to close up? b. 8x8 posts to be detailed in basement to reinforce section of 1st floor should be supported on masonry pier at 1st floor at least 4" on a base with floor. ← ?	OK
X ^{LS}		Pass that under OK

Alterations to Building at 374 1/2 Street at 374 1/2 Street
7/29/45

4- ☒ - Separate permit taken - long heating
contractor for installation of water heater. ☒
Hot water heater required.

5- Construction details:-
☒ - Not about framing on basement?
☒ - How is chimney to be supported? Not
warrant on a wooden post?

6- ☒ - No note
when permit
was made.

7- ☒ - The chimney
is wanted to
be put in
the basement
1st floor
full of
6x8's and joists.

See under Page
6 of specifications
how

6- ☒ - Do not understand end to end of
specifications.

7- ☒ - Understand that one end of chimney of
shed at 374 is to be filled with brick so that
as it may be possible to shed if necessary,
instead of being fixed into

only 11 specifications