

# Findings of Fact | Wetland Conditional Use Permit

## City of Portsmouth Planning Board

Date: January 22, 2026

Property Address: 65 Onyx Lane

Application #: LU-25-158

Decision:  Approve       Deny       Approve with Conditions

### Findings of Fact:

Per RSA 676:3, I: The local land use board shall issue a final written decision which either approves or disapproves an application for a local permit and make a copy of the decision available to the applicant. **The decision shall include specific written findings of fact that support the decision. Failure of the board to make specific written findings of fact supporting a disapproval shall be grounds for automatic reversal and remand by the superior court upon appeal, in accordance with the time periods set forth in RSA 677:5 or RSA 677:15, unless the court determines that there are other factors warranting the disapproval.** If the application is not approved, the board shall provide the applicant with written reasons for the disapproval. If the application is approved with conditions, the board shall include in the written decision a detailed description of all conditions necessary to obtain final approval.

In order to grant Wetland Conditional Use permit approval the Planning Board shall find the application satisfies criteria set forth in the Section 10.1017.50 (Criteria for Approval) of the Zoning Ordinance.

|          | <b>Zoning Ordinance Sector 10.1017.50 Criteria for Approval</b>   | <b>Finding<br/>(Meets Criteria for Approval)</b> | <b>Supporting Information</b>   |
|----------|---|--|---|
| <b>1</b> | <i>1. The land is reasonably suited to the use activity or alteration.</i>  | <b>Meets</b><br><b>Does Not Meet</b>             | This lot is already a residential use within the wetland buffer and it is proposing only temporary impacts to the wetland buffer through soil excavation.   |
| <b>2</b> | <i>2. There is no alternative location outside the wetland buffer that is feasible and reasonable for the proposed use, activity or alteration.</i> | <b>Meets</b><br><b>Does Not Meet</b>             | This lot is entirely within the wetland buffer and there is no alternative location for this work.  |
| <b>3</b> | <i>3. There will be no adverse impact on the wetland functional values of the site or surrounding properties.</i>                                   | <b>Meets</b><br><b>Does Not Meet</b>             | The proposed work involves only temporary impacts which include soil disturbance. To limit impacts to the wetland, the applicant should consider the use of erosion controls to prevent sediment from entering the wetland on site during construction. |

|          | <b>Zoning Ordinance<br/>Sector 10.1017.50<br/>Criteria for Approval</b>  | <b>Finding<br/>(Meets<br/>Criteria for<br/>Approval)</b> | <b>Supporting Information</b>   |
|----------|--|--|---|
| <b>4</b> | 4. Alteration of the natural vegetative state or managed woodland will occur only to the extent necessary to achieve construction goals. | <b>Meets</b><br><b>Does Not Meet</b>                     | This project does not propose any impacts to existing vegetation, only existing lawn immediately surrounding the home's foundation. |
| <b>5</b> | 5. The proposal is the alternative with the least adverse impact to areas and environments under the jurisdiction of this section.       | <b>Meets</b><br><b>Does Not Meet</b>                     | This project proposes temporary impacts to achieve construction goals and further protect the existing home.                        |
| <b>6</b> | 6. Any area within the vegetated buffer strip will be returned to a natural state to the extent feasible.                                | <b>Meets</b><br><b>Does Not Meet</b>                     | The vegetated buffer strip is not being impacted as part of this project.   |
| <b>7</b> | <b><u>Other Board Findings:</u></b>  |  |   |

Richard Chellman, Chair  
Portsmouth Planning Board  
City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

Dear Chair Chellman,

On behalf of the property owner of 65 Onyx Lane and Groundworks New England, LLC, this letter is submitted in support of a Conditional Use Permit for foundation stabilization work located within a designated Wetland Buffer Zone and in proximity to an inland wetland area. **The concluding section of this narrative outlines the project's compliance with the Planning Board's conditions of approval.**

The proposed scope of work consists of the installation of twelve (12) SettleStop push piers to stabilize the existing foundation of the residence. Installation will require limited excavation along the perimeter of the structure to expose the existing foundation footings, followed by the placement of steel pier brackets and the driving of galvanized steel piers to suitable load-bearing strata beneath the foundation. Each pier location will involve localized soil disturbance approximately 2 to 4 feet in depth and 2 to 3 feet in width. All excavated soil will be replaced and compacted upon completion of the work.

The residence has exhibited signs of settlement and structural movement. The installation of push piers is necessary to prevent further settlement and to permanently stabilize the structure. This work is considered a structural repair and not new construction, and it is essential to maintaining the integrity and safety of the existing home.

No direct disturbance to inland wetlands is proposed. However, because the parcel is located within the Wetland Buffer Zone, a Conditional Use Permit is required for the limited excavation associated with the pier installation. The estimated areas of impact are as follows:

- Total area of inland wetland (on and off parcel): 59,241.6 square feet
- Inland wetland area to be disturbed: 0 square feet
- Total wetland buffer area on lot: 10,534.6 square feet
- Wetland buffer area to be disturbed: 162 square feet
- Distance to nearest wetland edge: 27 feet

#### **Compliance with Conditions of Approval:**

All work will be conducted in accordance with the Planning Board's conditions of approval. **If rain is forecasted during construction activities, any excavation stockpiles on the site of work will be covered to limit runoff impacts to the adjacent wetland and wetland buffer area.**

We respectfully submit this updated narrative for the Planning Board's review and consideration.

Sincerely,

Isabella Coluccio

Production Administrative Assistant/ Groundworks New England, LLC



**Manchester** **Phone:** (603) 600-6760  
198 Londonderry Turnpike **Website:** www.groundworks.com  
Hooksett, NH 3106

Licensed Contractor

Date

8/19/2025

Customer and Account Number

Phone (Work or Home)

Mariya Kontsepolskaya - 582522

CallerID: 512-922-9938

Project Location

E-mail

65 Onyx Ln PORTSMOUTH, NH 03801

Mk@rednim.com

#### PROPOSED PRODUCTS

**QTY**

|                                    |                       |
|------------------------------------|-----------------------|
| SettleStop Push Pier               | 12.0                  |
| 3 Year Annual Service Plan PROMO   | 1.0                   |
| Permit Package A                   | 1.0                   |
| Engineering A                      | 1.0                   |
| Excavation 0-4' - Equipment Access | 12.0                  |
| Site Work/Obstruction              | 2.0                   |
|                                    | <b>Subtotal</b>       |
|                                    | <b>\$29,119.64</b>    |
|                                    | <b>Discount</b>       |
|                                    | <b>\$2,911.96</b>     |
|                                    | <b>Contract Price</b> |
|                                    | <b>\$26,207.68</b>    |

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and Groundworks New England, LLC (the "Contractor").

MK Customer is responsible for removing all personal items from the work area.

MK Customer assumes responsibility for damages to hidden or unmarked utility lines.

MK Stabilization is warrantied. Contractor can attempt to lift at Customer's request.

N/A A full perimeter drainage system with sump pump was recommended.

MK Customer is aware of warranty and all addenda.

MK Customer is responsible for providing all necessary electrical outlets.

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work..

#### Customer

MK  
 N/A

Date 8/19/2025

#### Contractor

BF  
-

Date 8/19/2025

## **Product Specifications**

- Engineering package includes all administration duties, engineering documentation and fees associated with project.
- Excavate the work area to expose the foundation wall.
- Site work and/or obstructions on project.
- Install Foundation Push Pier(s) - Dig hole to expose the footing. Prep the footing for the Push Pier bracket. Install Push Pier bracket. Install collar to reduce skin friction. Install the reinforcement sleeve to support the steel just below the bracket to protect the integrity of the steel from the bending forces. Drive Galvanized steel piers to the necessary depths based on pressure readings. Contractor can attempt lift at the customer's request. Lift is not guaranteed, but stabilization is. Final location of the piers subject to change. Push piers come with a LIFETIME TRANSFERRABLE WARRANTY. See warranty section for full details. Any obstructions or vegetation are the responsibility of the customer unless otherwise specified in this contract. Contractor will take care to remove the vegetation but is not responsible for the life of the vegetation in the work area. Customer understands that if additional soil and/or seed is required, this will be the responsibility of the Customer.
- Three years of service is included in this contract. Customer is aware this will be on the anniversary date of install completed. This is not refundable and will transfer to new home owners if house is sold.
- Permit package includes all administration duties and permit fees associated with project.

## **Customer agrees to**

- Make final payment to foreman after completion of work.
- Remove and replace any plumbing, electrical or HVAC lines in the work area.
- Repair any sprinkler systems, grass and/or landscaping that may be damaged during installation. The use of excavators or trenchers may be required..
- Home Owner is aware during any lift procedure additional cracks could appear. Homeowner is responsible for repairs of these cracks if any result in lifting of the structure. Includes drywall, tile or other interior finishes..
- Move all personal items at least 10 feet from the work area.
- Mark any private underground lines (sprinkler systems, exterior lighting, cable etc.) and assumes liability if damage should occur to such lines.
- If on average all SettleStop Push Piers and / or Helical Piers surpasses a depth of 14', customer is responsible for the cost of additional material needed to hit load bearing strata. Customer agrees to pay an additional \$32.94 per foot.
- SL Dept Clause: If on average all SettleStop Push Piers and / or Helical Piers surpasses a depth of 40', customer is responsible for the cost of additional material needed to hit load bearing strata. Customer agrees to pay an additional \$32.94 per foot.

## Terms and Conditions

1. **Services.** Groundworks New England, LLC d/b/a Groundworks, is a specialty contractor licensed in residential building, commercial building, masonry, concrete, commercial improvement, and/or home improvement, if required by individual municipalities. This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.
2. **Acceptance of Contract.** By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.
3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check, and interest at a rate of 1% per month shall be applied to any amounts owed by Customer to Contractor if Customer fails to pay the amounts owed for the Work as agreed.
4. **Insurance.** Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.
5. **Dispute Resolution.** Dispute Resolution. Contractor and Customer agree that the Contract evidences a transaction involving or affecting interstate commerce and that their agreement to arbitrate, including whether an agreement to arbitrate exists or whether the controversy is subject to an agreement to arbitrate, shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, et seq. Any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof and/or related to the Work shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules and the FAA in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at <http://info.adr.org/constructionfeeschedule/>. For any other issues, the Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules. If Customer elects to initiate arbitration, the arbitrator has the discretion and authority to award such remedies as may be available under applicable law. If payment in full is not made when due, Contractor may recover from Customer all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the arbitrator may adjudge reasonable if Contractor prevails on such payment claim. Except as stated in the preceding sentence, each party shall be responsible for its own attorneys' fees for the arbitration. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 1% per month. EACH PARTY TO THIS CONTRACT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHTS TO TRIAL BY JURY FOR ANY CLAIM, DISPUTE, OR OTHER MATTER IN CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.
6. **Customer's Responsibility.**
  - a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.
  - b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
  - c. **Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a water management system is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
  - d. **Access and Personal Property.** Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of \$250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.

e. **Representations.** Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.

7. **On-Site Meetings.** Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete pavement.

8. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.

9. **Assignment.** This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.

10. **Miscellaneous.** This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.

11. **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.

12. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS. **THE TOTAL LIABILITY OF CONTRACTOR UNDER ANY CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS CONTRACT AND/OR THE WORK SHALL NOT EXCEED THE TOTAL COMPENSATION PAID BY CUSTOMER TO CONTRACTOR PURSUANT TO THIS CONTRACT.**

13. **NOTICE TO CUSTOMER**

NEW HAMPSHIRE LAW, RSA 359-G, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED, REMODELED, OR REPAIRED YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

**IN WITNESS WHEREOF**, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

**Customer**

Name: Mariya Kontsepolskaya

By: Mariya Kontsepolskaya - 582522

**Contractor Groundworks New England, LLC**

Name: Beth Murch

By: Beth Murch

## Warranties

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor shall charge a fee of \$240 to complete a system inspection and new owner orientation. All warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties.

1. Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement", as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
2. Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For carbon fiber strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
3. Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
4. Steel Columns/Adjustable Screw Jacks/IntelliJack Supports/SettleStop Floor Supports. Contractor warrants that the support system will stabilize the affected area(s) against further vertical movement for a period of Two (2) years from the date of installation. This Two (2) years warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Contract. Contractor warrants carpentry work for a period of . Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
5. Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of from the date of installation. Contractors DOES NOT WARRANT TO LIFT the slab back to its original position.
6. Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirming out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the structure. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.
7. Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawlSeal has a transferable twenty-five (25) years warranty—there will be no charge for service calls on any tears or holes in the CrawlSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the structure, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Contract.
8. PolyRenewal and Expanding Polyurethane Structural Foam. Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than  $\frac{1}{4}$  inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer

prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.

9. Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; and (p) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTICE OF CANCELLATION

Date of Transaction: August 19, 2025

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within 10 BUSINESS DAYS following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If you do make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to Contractor and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

Groundworks New England, LLC at 198 Londonderry Turnpike, Hooksett, NH 3106

NOT LATER THAN MIDNIGHT OF August 22, 2025

I HEREBY CANCEL THIS TRANSACTION.

(Date) \_\_\_\_\_

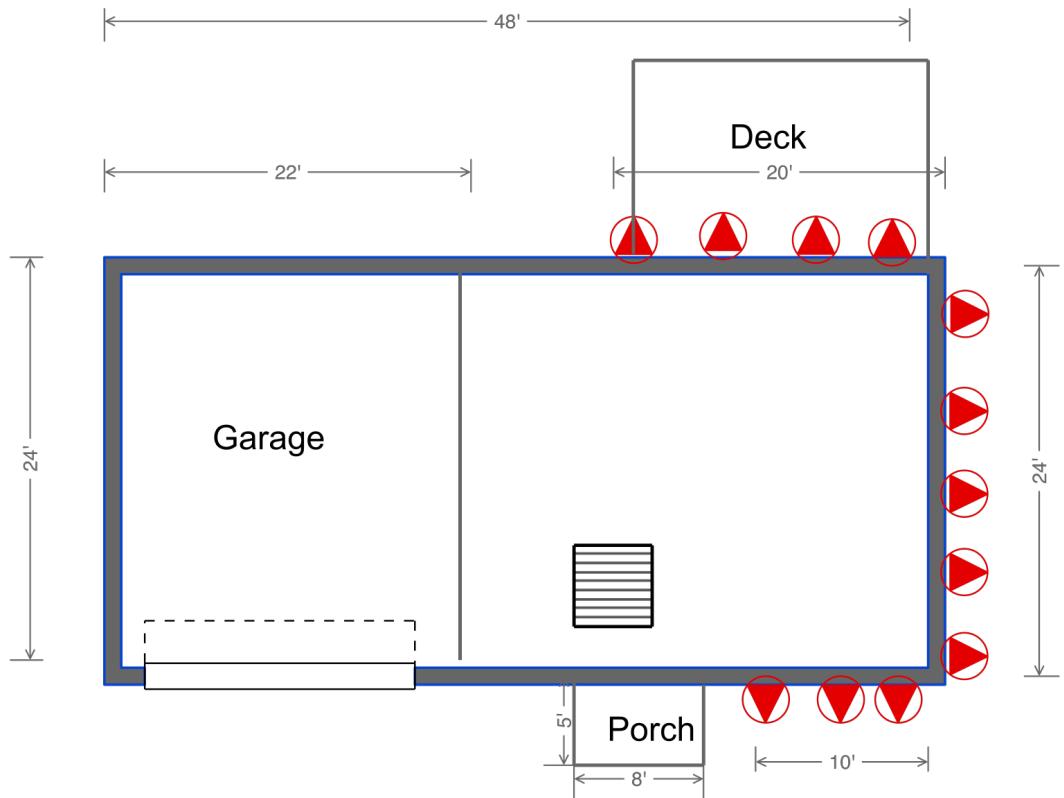
(Customer's signature) \_\_\_\_\_

If after three business days the transaction has not been canceled, then the deposit will be non-refundable.

# DRAWINGS



## Push Pier



## PAYMENT TERMS

We propose hereby to complete the services indicated in this Contract for the sum of:

|                     |             |
|---------------------|-------------|
| Contract Amount     | \$26,207.68 |
| Deposit             | \$0.00      |
| Due Upon Completion | \$26,207.68 |

Is the project financed? YES \_\_\_\_\_ NO \_\_\_\_\_ (Financing must be set up at the time of the signed contract.)

Approval/Account #\_\_\_\_\_

JK (initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

JK (initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

### BUYER'S RIGHT TO CANCEL.

ANY CUSTOMER MAY CANCEL THIS TRANSACTION ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

If this Contract was solicited to Customer's residence and Customer does not want the goods or services, Customer may cancel the Contract by mailing or delivering a notice to Contractor. The notice must say that Customer does not want the goods or services.

The notice must be mailed or delivered to: Groundworks New England, LLC at 198 Londonderry Turnpike, Hooksett, NH 3106.

If Customer cancels a home solicitation sale during the cancellation period listed in this paragraph of the Contract, Contractor must return any payments made by Customer. If Customer does not cancel the transaction during the cancellation period listed in this paragraph of the Contract, the deposit will be non-refundable. See the attached Notice of Cancellation form for further explanation of this cancellation right.

#### Customer

JK  
 N/A

#### Contractor

JK  
-  
-

Date \_\_\_\_\_ 8/19/2025

Date \_\_\_\_\_ 8/19/2025



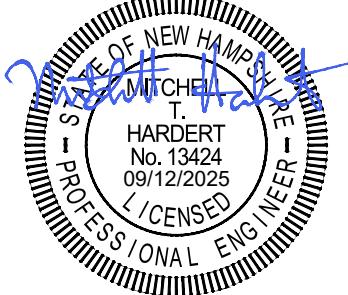
September 9, 2025

RE: Engineering Report for Repairs – 65 Onyx Ln, Portsmouth, NH 03801

On behalf of the contractor, Koontz Bryant Johnson Williams, Inc. (KBJW) is providing the attached Building Permit Application relative to the installation of:

**1. 12 SettleStop Push Piers**

for the referenced project as part of the permit application for structural repairs.

|   |   |
|---|---|
| Report Date: September 9, 2025<br><br>Koontz Bryant Johnson Williams, Inc.<br><br><i>This report has been signed and sealed by the P.E. on the date adjacent to the seal.</i><br><i>Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.</i> | <b>PE Seal</b><br> |
|---|---|



### **Third Party Engineering Notes:**

1. These calculations are provided in support of a contract between the Contractor and the Owner. The calculations are to provide engineering design and a review of the proposed scope of work provided in the terms of the contract. This design represents a proposed solution agreed upon in the contract used to address the areas of concern identified to KBJW by the Contractor. The Owner should be alert to possible changes to the condition of the structure and continue to monitor the building's condition. Any observed changes in condition (before or after installation) should be immediately reported to the Contractor.
2. KBJW represents that this design is based on accepted engineering principles but makes no other warranty or guarantee, express or implied, including any warranty or guarantee regarding the work performed by the Contractor. The Contractor is responsible for knowing and following all local, state, and federal safety requirements in the execution of this project.
3. This design is based on information supplied to KBJW by the Contractor, and this provided information has not been independently verified by KBJW. Field technicians from the Contractor should verify that the as-built conditions do not violate any information and/or notes in this submittal and will install the system shown in accordance with this submittal, the manufacturer's recommendations, and industry accepted standards and practices. Any observed deviations from the provided information must be reported to KBJW for review and possible revision of this design.
4. KBJW did not perform a cost analysis to determine if this is the most cost-effective solution for the homeowner's request to correct structural and cosmetic issues related to current and potential future foundation settlement.
5. The building weight assumptions used herein to calculate pier loads are estimated values based on Typical IRC Load Tables.
6. All new construction on this site will comply with the **2021 New Hampshire Building Code**.
7. If the project involves push piers or helical piles, the Contractor is advised to drive each pier until a slight lifting of the building occurs to indicate that the structure's load has transferred from the soil to the pier. Do not lift or drive past the load transfer point as damage may occur to the foundation or to interior and exterior finishes.
8. If the repair project involves a mobile home, note that the adequacy of earth anchors and straps to resist hurricane wind loads and stabilizer structures required to prevent the home from moving in the longitudinal and transverse directions were not reviewed or specified as part of this design analysis.

### Engineering Structural Repair Report

| Engineering Report for Repairs on |   |  |
|-----------------------------------|---|--|
| PROJECT: <sup>②</sup>             | 65 Onyx Ln, Portsmouth, NH 03801  |  |
| ADDRESS                           |   |  |
| OVERVIEW:                         | As requested by the owner/representative of the above referenced project (client), the contractor visited the project and performed a visual inspection of readily accessible foundation areas (walls and piers) and associated structural framing elements. Unless noted below, destructive testing and evaluation was not performed. Based on this inspection, the contractor's Inspector and the client agreed to the following "Scope-Of-Work". |  |
| SCOPE-OF-WORK:                    | SettleStop Push Piers   | [SEE PLAN]   |
| QUANTITY:                         | 12  | Each   |
| SPACING (Typ):                    | Varies  | Feet [+/-12" Allowable]                            |
| STRUCTURE DESCRIPTION:            |   |  |
| • Classification:                 | Single Family Residence   |  |
| • Year Built:                     | NA  |  |
| • Style:                          | Custom  |  |
| • Stories:                        | 2   |  |
| • Construction:                   | Wood Frame  |  |
| • Exterior:                       | Vinyl   |  |
| • Foundation:                     | Basement (Masonry Walls and Piers on Spread Type Footings)  |  |
| STRUCTURAL DETAILS -EXISTING      | NOTE: Wall height might vary due to site grading and footing steps.   |  |
| • Foundation Wall Type:           | N/A   |  |
| • Wall Thickness:                 | N/A   | - inches   |
| • Wall Height:                    | N/A   | - feet   |
| • Unbalanced Fill:                | N/A   | NOTE: Fill depth for basement conditions may vary. |
| • Wall Reinforcement:             | N/A   |  |
| • Surcharge Load (On Walls):      | N/A   | plf  |
| Loads: [@ Footing Level]          | [Based on Typical IRC Load Tables]<br>[Add upper wall and point loads]  |  |
| Walls: [LL + DL]                  | 3800  | NOTE: Non-Load Bearing Wall                        |
| Floor: [LL + DL]                  | 110   | PSF NOTE: N/A                                      |

## SITE AND LOCATION PLAN/NOTES

### PROJECT:

65 Onyx Ln, Portsmouth, NH 03801

### GENERAL COMMENTS: SEE ATTACHED SITE DRAWINGS

- \* Push pier spacing along the foundation shall be installed in accordance with the plan details, typically 4-6 feet apart and less than and 2-ft from a corner. PP
- \* Contractor will install push piers, brackets, and all related components per the support manufacturer's current installation instructions. PP
- \* Pier shall not be installed in recently backfilled sites, in bedrock soils, or where there is possible sinkhole activity. Notify engineer if foundation is cracked between piers. PP
- \* Only local effects have been checked on existing structural members (e.g., concrete bearing at pier bracket). The integrity of the existing supported structure is outside of our scope of work. PP
- \* The systems should be used on structures that are fixed from translation or braced to prevent translation of the foundation. The surrounding soil must provide continuous lateral support. PP
- \* Where voids are created below the slab during lifting, it is recommended to fill with PolyRenewal. Use compacted soil around the footing. PP
- \* The contractor should retain a log of the installed locations, depth, and final drive pressure of the push piers. PP
- \* Where voids are created below a slab during lifting, it is recommended to fill with PolyRenewal. Use compacted soil around the footing. PP
- All work will comply with the New Hampshire RBC based on the International Residential Code (IRC) with any specific modifications for the municipality.** ALL
- \* See the attached technical reports for detailed structural system installation instructions** ALL

### DRAWINGS



Push Pier

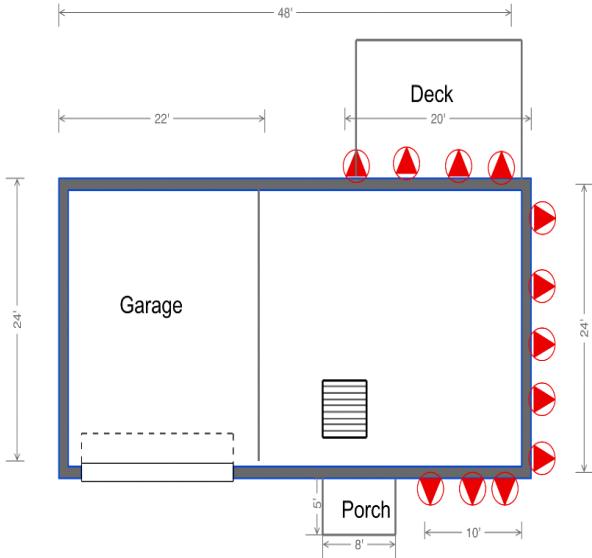


Figure 1 – Location of Repair Work



## PUSH PIER DESIGN CALCULATIONS

### PROJECT:

65 Onyx Ln, Portsmouth, NH 03801

The foundation support system is intended to stabilize and potentially lift the existing foundation structure - reducing pressure on existing soils. Load requirements for the helical or push piers were calculated in areas identified by the contractor.

### DESIGN CALCULATIONS: Push Piers 1-12

- Based on wall loading and building characteristics outlined in the front page of this report. of this report, assume a wall load of: 3,800 plf

- Push Piers Design Spacing: 5

Spacing value is for calculations only & to include field tolerance of +/- 12" (see plan for specified spacing)

- Using the wall load and pier spacing indicated above, the load on each pier will be:

PIER LOAD = Wall Load x Spacing = 19,000 lbs ACCEPTABLE [SEE NOTE 1 BELOW]

SAFETY FACTOR = Planned Load/ Max Load 1.5 ACCEPTABLE [SEE NOTE 1 BELOW]

### DESIGN COMMENTS:

NOTE 1: This actual load is less than the "Average" Allowable Load per Pier of 28.14 kips and a Factor of Safety > 2.0; therefore OKAY).



## GENERAL COMMENTARY, LIMITATIONS and ATTACHMENTS

### PROJECT:

65 Onyx Ln, Portsmouth, NH 03801

#### GENERAL COMMENTARY

The recommendations provided herein are based on our understanding of the project and subsurface characteristics at the time of this report. Based on actual field conditions, push piers may be converted to helical piers. If differing project conditions are encountered, contractor's field personnel shall notify Engineering Department immediately for resolution.

Unless determined by a site-specific soil boring and laboratory soils analysis, the bearing capacity (net allowable soil pressure) referenced in this report is based on our experience with soils in the project area as well as the "Presumptive Load-Bearing Values" as outlined in the current Residential Code /IRC. It should be noted that subsurface conditions can vary across the site due to natural occurrence or because of construction, clearing, filling, or cut and grading operations.

#### LIMITATIONS

The intent of the Floor Support Jacks is to provide support to existing beams/girders or to provide support to new beams serving in a supplemental support condition (as noted herein).

It should be understood that one of the benefits of the SettleStop System is the adjustable screw, which allows for minor and/or incremental adjustments over a period of time, which minimizes stress to the structure. This situation may also apply to permanent applications. In this regard, disabling the thread rod should be field verified based on job specifics.

#### ATTACHMENTS:

|     |
|-----|
| Yes |
| N/A |

- A. Evaluation Report for Structural Components
- B. Soil Report

# ICC-ES Evaluation Report

ESR-5005

Reissued October 2024

*This report also contains:*

- **City of Chicago Supplement**
- **CA Supplement**
- **FL Supplement**

Subject to renewal October 2025

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|   |   |   |   |
|---|---|---|---|
| <b>DIVISION: 31 00 00 —<br/>EARTHWORK</b><br><br><b>Section: 31 63 00 —<br/>Bored Piles</b> | <b>REPORT HOLDER:<br/>INDEPENDENCE<br/>MATERIALS GROUP,<br/>LLC (IMG)</b> | <b>EVALUATION SUBJECT:<br/>IMG PUSH PIER MODEL<br/>NO. IMG PP21617-34</b> |  |
|---|---|---|---|

## 1.0 EVALUATION SCOPE

### Compliance with the following codes:

- 2021, 2018, 2015, and 2012 *International Building Code® (IBC)*
- 2021, 2018, 2015, and 2012 *International Residential Code® (IRC)*

### Property evaluated:

Structural

## 2.0 USES

IMG Push Pier is used as support for structures to recover lost elevations and to provide uniform supplemental support to foundations. The IMG Push Pier provides structural lift and is intended to stop further settlement of the structure. This product is used for residential, commercial, and industrial foundation settlement problems, and may be installed in either interior or exterior applications.

When IMG Push Pier is installed under the IRC, an engineered design is required in accordance with IRC Section R301.1.3.

## 3.0 DESCRIPTION

**3.1 General:** IMG model PP21617-34 is a push pier system consisting of an under footing self-standing bracket body, a reinforcing sleeve that passes through the bracket body, a pier tube shaft that is hydraulically advanced to a firm bearing strata, and the associated hardware consisting of threaded rods and nuts passing through a solid steel cap plate. Certain parts are offered in both a black, non-coated version and a hot dipped coated version designated by the suffix (G).

### 3.2 System Components and Materials:

**3.2.1 Bracket Body:** #PP21617-34B is fabricated using 0.375 inch (9.5 mm) ASTM A572 Grade 50 flat plate or ASTM A36 flat plate and CNC cut and bent to the required shapes. Additional bracket body parts consist of two (2) 1.66 inches OD x 0.140-inch (42 mm OD x 4 mm) ASTM A500 Grade B tube spacers and one (1) 4 inches OD x 0.188 inch x 11<sup>3</sup>/<sub>16</sub> inches (102 mm OD x 4.8 mm x 284 mm) ASTM A513 Grade 1026 or A500B(C) tube body. The sand plate is CNC cut from 0.250-inch (6.4 mm) ASTM A36 or A572 steel.

**3.2.2 External Sleeve:** #PP21617-48ES is fabricated using ASTM A500 Grade B/C 3.5 inches OD x 0.216 inch x 48 inches (89 mm OD x 5.5 mm) wall tube with a 4 inches OD x 0.219 inch x 1 inch (102 mm OD

x 5.6 mm x 25 mm) ASTM A513 Grade 1026 tube ring welded to the end to serve as a hard stop. Alternatively, a  $\frac{3}{4}$  inch (19 mm) long ring of the 4 inches OD x 0.226 inch (102 mm x 5.7 mm) tube may be welded  $\frac{1}{2}$  inch (13 mm) down from the leading edge using four (4) 1 inch (25 mm) fillet welds or a flared end on the tube create a hard stop.

**3.2.3 Pier Cap Plate:** #PP21617-34CAP is fabricated using ASTM A36 1-inch x 4 inches (25 mm x 102 mm) flat bar stock and cut to 9 inches (229 mm) length. A  $\frac{3}{4}$  inch (19 mm) long ring is cut from 3.5 inches OD x 0.216-inch (89 mm x 5.5 mm) ASTM A500 Grade B tube and is stitch welded using four (4) 1-inch (25 mm) evenly spaced  $\frac{1}{4}$  inch (6 mm) fillet welds.

**3.2.4 Lifting Rods and Nuts:** Lifting rods and nuts consist of two (2) 16 inches (406 mm) long threaded rods and four (4) hex nuts. The flat washers meet ASTM F436 Type 1. See [Table 2](#) for details of the approved threaded rods and nuts.

**3.2.5 Starter Pipe:** #PP21617-50SP is fabricated using a 2.875 inches OD x 0.165 inch (73 mm x 4 mm) wall thickness tube meeting ASTM A500 Grade C. A 1 inch (25 mm) long section of a 3.5 inches x 0.300 inch (89 mm x 7.6 mm) wall tube meeting ASTM A500 Grade C is fillet welded to the leading edge of one end of the tubing to serve as a friction reducing collar or a  $\frac{3}{4}$  inch (19 mm) long ring welded  $\frac{1}{2}$  inch (13 mm) down from the leading edge using four (4) 1 inch (25 mm) fillet welds. Alternately, a  $3\frac{1}{8}$  inches (79 mm) OD x  $\frac{3}{16}$  inches (5 mm) wall x 1-inch (25 mm) long tube meeting ASTM A500 is swaged inside the leading edge. Tube shaft material is galvanized using a three-coat inline process meeting ASTM 1057 with a minimum galvanized thickness of 0.85 to 1.19 mils (0.02 to 0.03 mm).

**3.2.6 Tube Extension:** #PP21617-36PTP is fabricated using a 2.875 inches OD x 0.165 inch (73 mm x 4 mm) wall thickness tube meeting ASTM A500 Grade C. A 2.5 inches x 0.188 inch (64 mm x 8 mm) wall x 6 inches (152 mm) long nipple meeting ASTM A513 Grade 1026 is inserted into one end of the tube and is held in position by three (3)  $\frac{1}{4}$  inch (6 mm) hydraulically punched dimples installed to create a triangular shape and approximately in equal distances around the pipe. Tube shaft material is galvanized using a three-coat inline process meeting ASTM 1057 with a minimum galvanized thickness of 0.85 to 1.19 mils (0.02 to 0.03 mm).

## 4.0 DESIGN AND INSTALLATION

### 4.1 Design:

**4.1.1 General:** Engineering calculations (analysis and design) and drawings, must be prepared by a registered design professional, submitted to and be subjected to the approval of the code official for each project, and must be based on accepted engineering principles, as described in IBC Section 1604.4 and must conform to 2021, 2018, 2015 and 2012 IBC Section 1810. The design method for the steel components is in Allowable Strength Design (ASD) as described in IBC Section 1602 and AISC 360 Section B3.4. The engineering analysis must address hydraulically driven foundation system performance related to structural and geotechnical requirements.

A soil investigation report in accordance with this Section must be submitted for each project, when requested by the authority having jurisdiction. The soil interaction capacity between the pier and the soil including the required safety factor and the soil effects of the hydraulically driven steel pier installation must be determined in accordance with the applicable code by a registered design professional.

**4.1.2 Bracket Capacity:** The compression load ratings of the push pier brackets with a maximum unsupported length below the bracket bearing plate of 5 feet (1.52 m) are provided in [Table 1](#) of this report. The concrete foundation must be designed and justified to the satisfaction of the local code official with due consideration to the eccentricity of the applied loads, including reactions provided by the brackets, acting on the concrete foundation. Only localized limit states of the steel components to the piles have been evaluated in this evaluation report. Other limit states are outside the scope of this evaluation and must be determined by the registered design professional. The effects of reduced lateral sliding resistance due to uplift from wind or seismic loads must be considered for each project.

**4.1.3 Tube Shaft Capacity:** The tube shaft capacity has not been evaluated and is outside the scope of this report.

**4.2 Installation:** The IMG Push Pier must be installed by IMG LLC's certified and trained installers in accordance with this section (Section 4.2), the site-specific approved construction documents (engineering plans and specifications), the manufacturer's installation instructions, and the following conditions:

- 1- A site survey is necessary of the area where the piers are going to be driven to locate any possible interference such as utilities, plumbing, electrical or phone lines.
- 2- An area of approximately 2.5 square feet (0.23 square meter) to a depth of 8.5 inches (216 mm) below the bottom of the footing will need to be excavated at each pier location. The excavated concrete bearing surface shall be free of all soil, debris, and loose concrete prior to installation of the push pier system.
- 3- The bearing area around the footing must be a smooth and level condition while adjusting the face of the stem wall to vertical at the point of the bracket attachment. Notching of the concrete footing may be necessary and shall be performed under the guidance of a registered design professional and approval of the code official.
- 4- The existing structure is used as a reaction force with a hydraulic pump and cylinder combination to drive the pier into the soil.
- 5- Adjacent piers must not be advanced simultaneously.
- 6- Each installed Push Pier must follow IMG Push Pier Installation Instructions. In accordance with the 2021, 2018, 2015 and 2012 IRC Section R106.1.2, a copy of these installation instructions must be made available on the job site at the time of installation.

#### 4.3 Special inspection

Special inspection in accordance with 2021, 2018, 2015 and 2012 IBC Section 1705.7, is required for installation of the IMG Push Pier, except as indicated in Section 1704.2 of the IBC. Items to be recorded and confirmed by the special inspector must include, but are not limited to, the following:

1. Verification of the product manufacturer, and the manufacturer's certification of installers.
2. Product identification, including lead sections, extension sections, brackets, bolts, and nuts, as specified in the construction documents and this evaluation report.
3. Installation procedures anticipated and actual piling depth.
4. Tip elevations, the installation pressure and final depth of the driven foundation system.
5. Inclination and position/location of hydraulically driven steel piles.
6. Compliance of the installation with the approved construction documents and this evaluation report.

### 5.0 CONDITIONS OF USE:

The IMG Push Pier described in this report complies with, or is a suitable alternative to what is specified in, those codes listed in Section 1.0 of this report, subject to the following conditions:

- 5.1 The IMG Push Pier is manufactured, identified, and installed in accordance with this report, the approved construction documents, and the manufacturer's published installation instructions. In the event of a conflict between this report, the approved construction documents, and the manufacturer's published installation instructions, the most restrictive governs.
- 5.2 This evaluation report does not address seismic loading for this system, existing footing suitability or attachment requirements to existing footings.
- 5.3 Installation of the hydraulically driven pile systems must be limited to support of uncracked normal-weight concrete, as determined in accordance with the applicable code.
- 5.4 Brackets must be used only to support structures that are laterally braced as defined in 2021, 2018, 2015 and 2012 IBC Section 1810.2.2.
- 5.5 Corrosion resistance and durability are outside the scope of this evaluation report.
- 5.6 The IMG Push Pier is rated for compression loading only. Lateral and uplift loading from wind and seismic are outside the scope of this evaluation report and must be carried by the existing shallow foundation and verified by a registered design professional.
- 5.7 Each push pier that is installed, is load tested against the weight of the structure to ensure that the system can withstand a load greater than needed to restore the structure. A registered design professional must provide the test load safety factor requirements based upon the site-specific soil conditions.

5.8 All the excavated soil at each pile location must be replaced and compacted after the piles are proof load tested.

5.9 The adequacy of the concrete structures that are connected to the IMG Push Pier must be verified by a registered design professional, in accordance with applicable code provisions, such as Chapter 13 of ACI 318-19 under the 2021 IBC, Chapter 13 of ACI 318-14 under the 2018 and 2015 IBC (Chapter 15 of ACI 318 under the 2012 IBC) and Chapter 18 of IBC, and subject to the approval of the code official.

5.10 Special inspection is provided in accordance with Section 4.3 of this report.

5.11 Engineering calculations and drawings as described in Section 1604.4 of the IBC and comply with the design and installation requirements of this evaluation report are to be prepared by a registered design professional. All these documents are to be submitted and approved by the local code official.

5.12 Settlement of the hydraulically driven pile is outside the scope of this evaluation report and must be determined by a registered design professional as required in 2021, 2018, 2015 and 2012 IBC Section 1810.2.3.

5.13 The interaction between the hydraulically driven pile system and the soil is outside the scope of this report.

5.14 A copy of the manufacturer's published installation instructions must be made available on the job site at the time of installation.

5.15 The IMG Push Pier is manufactured under a quality control program with inspections monitored by the ICC-ES.

## 6.0 EVIDENCE SUBMITTED

- Bracket eccentric compression load tests in accordance with ASTM E72.
- Quality control documentation and installation instructions.

## 7.0 IDENTIFICATION

7.1 The ICC-ES mark of conformity, electronic labeling, or the evaluation report number (ICC-ES ESR-5005) along with the name, registered trademark, or registered logo of the report holder must be included in the product label.

In addition, each Push Pier that is covered by this report must be marked with the following information:

1. IMG Push Pier Product/Model Number
2. Bracket Load Rating
3. Manufacturer Address

7.2 The report holder's contact information is the following:

**INDEPENDENCE MATERIALS GROUP, LLC (IMG)**  
**1741 CORPORATE LANDING PARKWAY**  
**VIRGINIA BEACH, VIRGINIA 23454**  
**(803) 807-8629**  
[www.independencematerialsgroup.com](http://www.independencematerialsgroup.com)

TABLE 1—PUSH PIER COMPRESSION LOAD RATINGS<sup>1</sup>

| Model          | Product Designation |  | Average Tested Ultimate Capacity (lbs) | Allowable Push Pier Capacity <sup>2</sup> (lbs) |
|----------------|---------------------|--|--|---|
| IMG PP21617-34 | Push Pier Bracket   |  | 56,293                                 | 28,147  |

For SI: 1 kip (1000 lbf) = 4.48 kN.

<sup>1</sup> Table provides tested bracket assembly capacities only. A licensed engineer shall verify the actual available capacity based on the size of the tube shaft, expected corrosion loss, and the site-specific soil conditions.

<sup>2</sup> Allowable capacities are based upon the minimum of the average tested yield capacity (Py) multiplied by 0.6 and the average tested ultimate capacity (Pmax) multiplied by 0.5. Allowable capacities shall be utilized with Allowable Strength Design (ASD) loading.

TABLE 2—APPROVED THREADED RODS AND NUTS

| Lifting Rod                    | Lifting Rod Steel  | Nut  | Nut Steel         |  |
|--------------------------------|--------------------|--|-------------------|--|
| 3/4" - 10 unc                  | ASTM A193 Grade B7 | 3/4-10 Heavy Hex                                       | ASTM A193         |  |
| (#7) 7/8" - 5 All Thread Rebar | ASTM A615 Grade 75 | 7/8" - 16 Hex Head                                     | ASTM A108 or A576 |  |
| 3/4" 4.5 Coil Rod*             | ASTM A108 GR 1045  | 3/4" - 4.5 Coil Nut (2) Nuts required per rod end      | ASTM A1035        |  |
|                                |                    | 3/4" - 4.5 Heavy Coil Nut (1) Nut required per rod end | ASTM A1045        |  |

\* Coil rod material has minimum 69750 psi (481 MPa) yield strength and 96550 psi (666 MPa) minimum ultimate tensile strength.

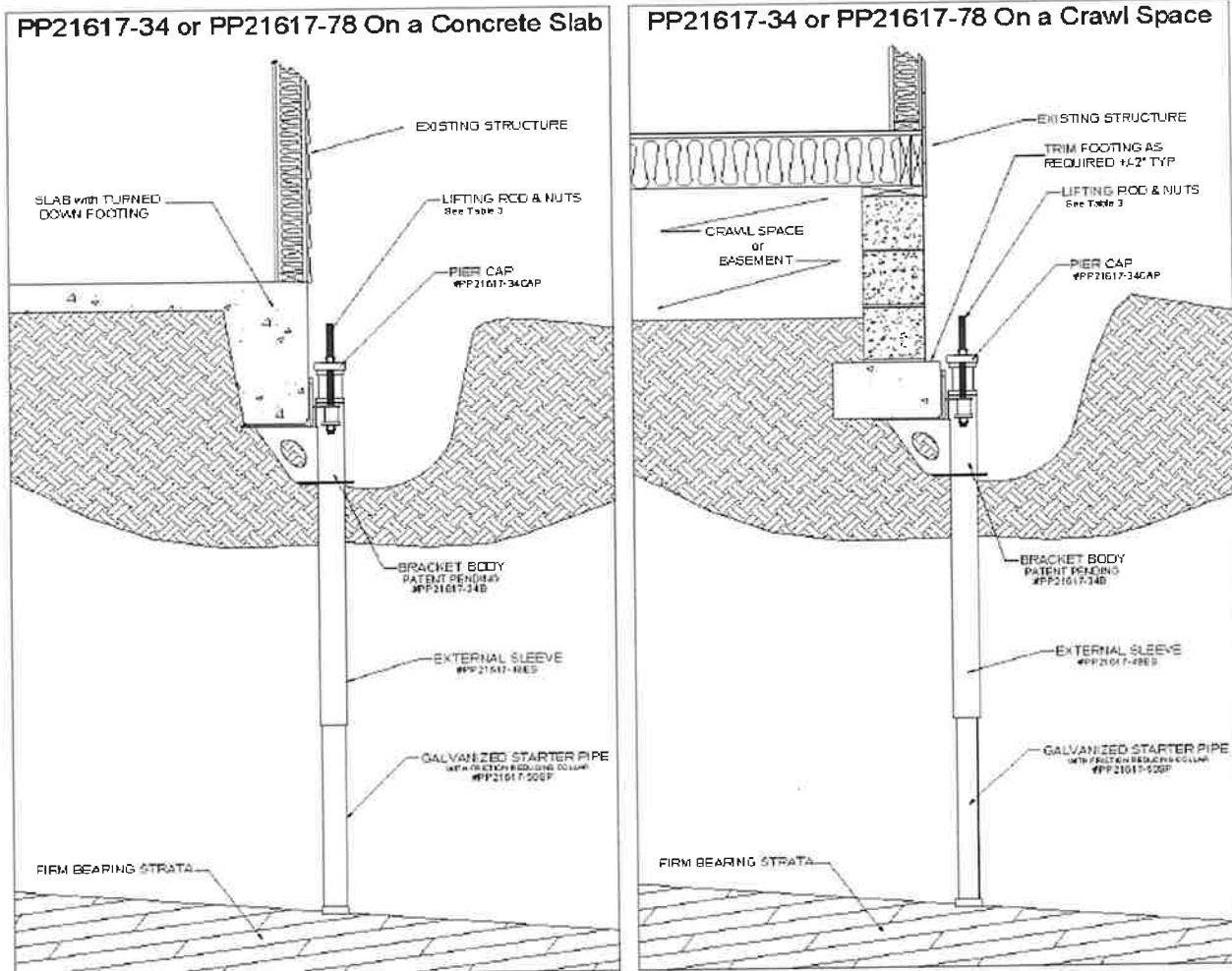


FIGURE 1—PP21617-34 BRACKET ASSEMBLY

# PP21617-34 Typical Installation

The IMG Bracket Design is PATENT PENDING

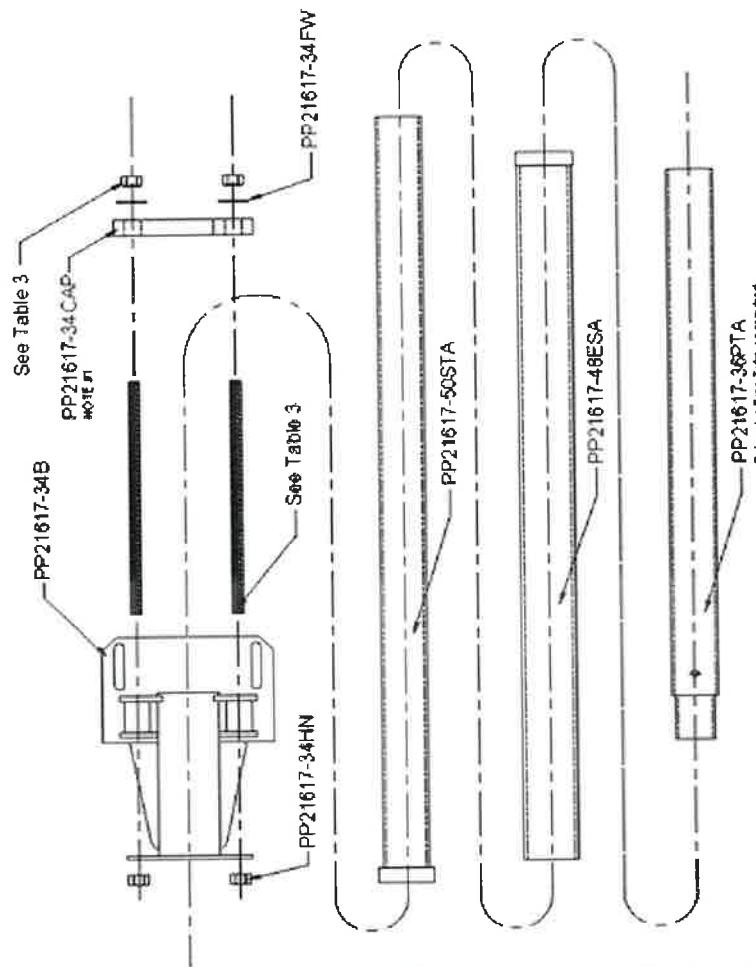


FIGURE 1 (Continued) —PP21617-34 BRACKET ASSEMBLY

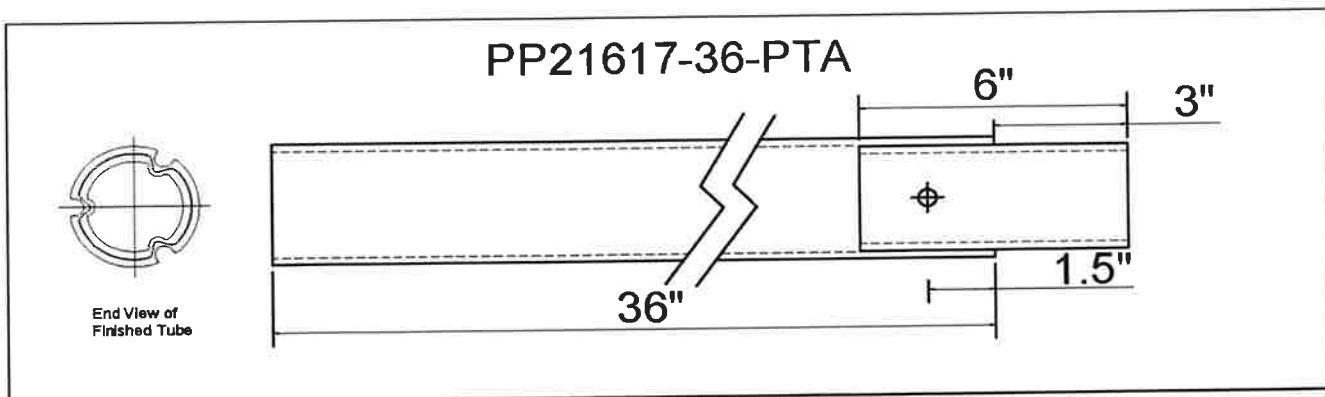


FIGURE 2—PUSH PIN COUPLER DETAILS



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |   |       |
|--|--|---|-------|
| <b>PRODUCER</b><br>Marsh & McLennan Agency LLC<br>3625 N. Elm Street<br>Suite 200<br>Greensboro NC 27455   | <b>CONTACT</b><br><b>NAME:</b> Conrad Ifejuka                |   |       |
|  | <b>PHONE</b><br>(A/C, No, Ext): 336-346-1399                 | <b>FAX</b><br>(A/C, No): 212-607-6599                     |       |
|  | <b>E-MAIL</b><br><b>ADDRESS:</b> Conrad.Ifejuka@MarshMMA.com |   |       |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>                         | <b>NAIC #</b>   |       |
|  | <b>INSURER A:</b> Axis Surplus Insurance Company             | 26620   |       |
| <b>INSURED</b><br>Groundworks New England, LLC<br>dba Groundworks<br>70 Zachary Rd.<br>Manchester NH 03109 | <b>SCPJE-1</b>   | <b>INSURER B:</b> Old Republic Insurance Company          | 24147 |
|  |  | <b>INSURER C:</b> Safety National Casualty Corporation    | 15105 |
|  |  | <b>INSURER D:</b> Travelers Prop & Casualty Co of America | 25674 |
|  |  | <b>INSURER E:</b> Axis Surplus Insurance Company          | 26620 |
|  |  | <b>INSURER F:</b>   |       |

## COVERAGES

**CERTIFICATE NUMBER:** 762112110

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**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| EXCLUSIONS AND CONDITIONS OF COVER. CERTAIN LIMITS SHOWN MAY HAVE BEEN REDUCED BY EXCLUDED LIMITS. |   |              |   |   |                                      |  |                             |                         |   |  |  |  |  |
|--|---|--------------|---|---|--------------------------------------|--|-----------------------------|-------------------------|---|--|--|--|--|
| INSR LTR   | TYPE OF INSURANCE   |              |   | ADDL/SUBR INSD WVD                                      | POLICY NUMBER                        |  | POLICY EFF (MM/DD/YYYY)     | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |  |  |  |  |
| B  | COMMERCIAL GENERAL LIABILITY  |              |   |   | MWZY31889824                         |  | 12/1/2024                   | 12/1/2025               | EACH OCCURRENCE                           |  |  |  |  |
|  | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                       |              |   |   |                                      |  |                             |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) |  |  |  |  |
|  |   |              |   |   |                                      |  |                             |                         | \$ 1,000,000                              |  |  |  |  |
|  |   |              |   |   |                                      |  |                             |                         | MED EXP (Any one person)                  |  |  |  |  |
|  |   |              |   |   |                                      |  |                             |                         | \$ 10,000                                 |  |  |  |  |
|  | GEN'L AGGREGATE LIMIT APPLIES PER:  |              |   |   |                                      |  |                             |                         | PERSONAL & ADV INJURY                     |  |  |  |  |
|  | POLICY <input checked="" type="checkbox"/> PROJECT                          | PRO-<br>JECT | <input type="checkbox"/> LOC              |   |                                      |  |                             |                         | \$ 1,000,000                              |  |  |  |  |
|  | OTHER:  |              |   |   |                                      |  |                             |                         | GENERAL AGGREGATE                         |  |  |  |  |
|  |   |              |   |   |                                      |  | \$ 2,000,000                |                         | PRODUCTS - COMP/OP AGG                    |  |  |  |  |
|  |   |              |   |   |                                      |  | \$ 2,000,000                |                         | \$  |  |  |  |  |
| C  | AUTOMOBILE LIABILITY  |              |   |   | CA6676839                            |  | 12/1/2024                   | 12/1/2025               | COMBINED SINGLE LIMIT (Ea accident)       |  |  |  |  |
|  | <input checked="" type="checkbox"/> ANY AUTO                                |              |   |   |                                      |  |                             |                         | \$ 2,000,000                              |  |  |  |  |
|  | OWNED AUTOS ONLY  |              |   |   |                                      |  |                             |                         | BODILY INJURY (Per person)                |  |  |  |  |
|  | HIRED AUTOS ONLY  |              |   |   |                                      |  |                             |                         | \$  |  |  |  |  |
|  | NON-OWNED AUTOS ONLY  |              |   |   |                                      |  |                             |                         | BODILY INJURY (Per accident)              |  |  |  |  |
|  |   |              |   |   |                                      |  |                             |                         | \$  |  |  |  |  |
| A  | UMBRELLA LIAB   |              | <input checked="" type="checkbox"/> OCCUR |   | P00100142546401                      |  | 12/1/2024                   | 12/1/2025               | PROPERTY DAMAGE (Per accident)            |  |  |  |  |
|  | <input checked="" type="checkbox"/> EXCESS LIAB                             |              | <input type="checkbox"/> CLAIMS-MADE      |   |                                      |  |                             |                         | \$  |  |  |  |  |
|  |   |              |   |   |                                      |  |                             |                         | COMBINED SINGLE LIMIT (Ea accident)       |  |  |  |  |
|  | DED <input type="checkbox"/> RETENTION \$                                   |              |   |   |                                      |  |                             |                         | \$ 2,000,000                              |  |  |  |  |
| C  | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                               |              |   | Y / N<br><input checked="" type="checkbox"/> N<br>N / A | LDC4069047                           |  | 12/1/2024                   | 12/1/2025               | EACH OCCURRENCE                           |  |  |  |  |
|  | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) |              |   |   |                                      |  |                             |                         | \$ 2,000,000                              |  |  |  |  |
|  | If yes, describe under DESCRIPTION OF OPERATIONS below                      |              |   |   |                                      |  |                             |                         | AGGREGATE                                 |  |  |  |  |
|  |   |              |   |   |                                      |  |                             |                         | \$ 2,000,000                              |  |  |  |  |
|  |   |              |   |   |                                      |  |                             |                         | \$  |  |  |  |  |
|  |   |              |   |   |                                      |  |                             |                         | E.L. EACH ACCIDENT                        |  |  |  |  |
| D  | Leased/Rented Equipment Pollution Liability                                 |              |   |   | QT6306Y436046TIL24<br>CP004517052025 |  | 12/1/2024<br>4/29/2025      | 12/1/2025<br>4/29/2026  | E.L. DISEASE - EA EMPLOYEE                |  |  |  |  |
|  |   |              |   |   |                                      |  |                             |                         | \$ 1,000,000                              |  |  |  |  |
|  |   |              |   |   |                                      |  |                             |                         | E.L. DISEASE - POLICY LIMIT               |  |  |  |  |
|  |   |              |   |   |                                      |  |                             |                         | \$ 1,000,000                              |  |  |  |  |
|  |   |              |   |   |                                      |  | 100,000<br>4M/8M<br>250,000 |                         |   |  |  |  |  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

## DESCRIPTION OF OPERATIONS, ETC.

## Installation Heater Travelers Property & Casualty

\$100,000 Per Job Site

\$100,000 Storage

\$100,000 Transit

\$200,000 All Covered Locations Combined  
CT2020CY126242TH 24 - 12/31/24 - 12/31/24

QT6306Y436046TIL24 12/01/24 - 12/01/25

See Attached...

## **CERTIFICATE HOLDER**

## **CANCELLATION**

City of Portsmouth  
Portsmouth City Hall  
1 Junkins Ave  
Portsmouth NH 03801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

AUTHORIZED REPRESENTATIVE

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## ADDITIONAL REMARKS SCHEDULE

|                                       |           |   |  |
|---------------------------------------|-----------|---|--|
| AGENCY<br>Marsh & McLennan Agency LLC |           | NAMED INSURED<br>Groundworks New England, LLC<br>dba Groundworks<br>70 Zachary Rd.<br>Manchester NH 03109 |  |
| POLICY NUMBER                         |           |   |  |
| CARRIER                               | NAIC CODE | EFFECTIVE DATE:   |  |

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Excess Limits:

Excess Auto:  
 Carrier: AXIS Surplus Insurance Company  
 Policy: P00100142546401  
 Policy Dates 12/01/24 - 12/01/25  
 Limit: \$2,000,000 excess of Primary

Excess Auto:  
 Carrier: The Bridgeway Insurance Company  
 Policy 8EA7XL000255200  
 Policy Dates 12/01/24 - 12/01/25  
 Limit: \$2,000,000 excess of \$2,000,000 Auto only

Excess Layer #1  
 Carrier: Starr Indemnity & Liability Company  
 Policy: 1001261069241  
 Policy Dates 12/01/24 - 12/01/25  
 Limits:  
 \$5,000,000 excess of \$4,000,000 Auto  
 \$5,000,000 excess of Primary GL/EL

Excess Layer #2  
 Carrier: Gotham Insurance Company  
 Policy: EX202400005702  
 Policy Dates 12/01/24 - 12/01/25  
 Limits:  
 \$5,000,000 excess of \$9,000,000 Auto  
 \$5,000,000 excess of \$5,000,000 GL/EL

Excess Layer #3  
 Carrier: QBE Specialty Insurance Company  
 Policy: 140001043  
 Policy Dates 12/01/24 - 12/01/25  
 Limits:  
 \$5,000,000 excess of \$14,000,000 Auto  
 \$5,000,000 excess of 10,000,000 GL/EL

Excess Layer #4  
 Carrier: Homesite Insurance Company of Florida  
 Policy: CXP04178300  
 Policy Dates 12/01/24 - 12/01/25  
 Limits:  
 \$5,000,000 excess of \$19,000,000 Auto  
 \$5,000,000 excess of \$15,000,000 GL/EL

Excess Layer #5  
 Carrier: Texas Insurance Company  
 Policy: JTI24XCAN0239403  
 Policy Dates 12/01/24 - 12/01/25  
 Limits:  
 \$5,000,000 Part of \$10,000,000 excess of \$24,000,000 Auto  
 \$5,000,000 Part of \$10,000,000 excess of \$20,000,000 GL/EL

Carrier: HDI Specialty Insurance Company  
 Policy: CLXD6791100S  
 Policy Dates 12/01/24 - 12/01/25  
 Limits:  
 \$5,000,000 Part of \$10,000,000 excess of \$24,000,000 Auto  
 \$5,000,000 Part of \$10,000,000 excess of \$20,000,000 GL/EL

Excess Layer #6  
 Carrier: SiriusPoint Specialty Insurance Corporation  
 Policy: TSX00120824  
 Policy Dates 12/01/24 - 12/01/25  
 Limits:  
 \$5,000,000 Part of \$15,000,000 excess of \$34,000,000 Auto  
 \$5,000,000 Part of \$15,000,000 excess of \$30,000,000 GL/EL



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                                       |           |   |  |
|---------------------------------------|-----------|---|--|
| AGENCY<br>Marsh & McLennan Agency LLC |           | NAMED INSURED<br>Groundworks New England, LLC<br>dba Groundworks<br>70 Zachary Rd.<br>Manchester NH 03109 |  |
| POLICY NUMBER                         |           |   |  |
| CARRIER                               | NAIC CODE | EFFECTIVE DATE:   |  |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Carrier: Westfield Specialty Insurance Company

Policy: XSL455648W00

Policy Dates 12/01/24 - 12/01/25

Limits:

\$5,000,000 Part of \$15,000,000 excess of \$34,000,000 Auto

\$5,000,000 Part of \$15,000,000 excess of \$30,000,000 GL/EL

Carrier: Endurance Risk Solutions Assurance Company

Policy: EXC30074003800

Policy Dates 12/01/24 - 12/01/25

Limits:

\$5,000,000 Part of \$15,000,000 excess of \$34,000,000 Auto

\$5,000,000 Part of \$15,000,000 excess of \$30,000,000 GL/EL