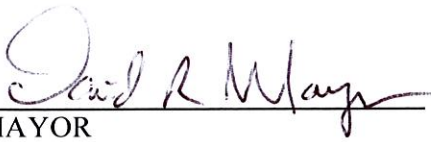


**2024 SPECIFICATIONS FOR**  
**GABREIL DAVEIS TAVERN**  
**BATHROOM DEMOLITION AND EAST WALL RESTORATION**  
**FOR THE TOWNSHIP OF GLOUCESTER**  
**COUNTY OF CAMDEN**

  
MAYOR

  
DEPARTMENT HEAD

  
BUSINESS ADMINISTRATOR

  
SOLICITOR

PRE-BID MEETING DATE: **Wednesday November 13, 2024, and 10:30 AM**

BID OPENING DATE: **Wednesday December 4, 2024, and 10:00 AM**

SPECIFICATION: 2024

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

**2024 GABREIL DAVEIS TAVERN  
BATHROOM DEMOLITION AND EAST WALL RESTORATION**

BID SPECIFICATION NUMBER: 2024

will be received no later than **10:30 AM prevailing time on Wednesday  
December 4, 2024**, at the Municipal Building, Chews-Clementon Road, Chews  
Landing, New Jersey

**A Pre-bid meeting will take place on: Wednesday November 13, 2024 at 10:00am at Gabreil Daveis  
Tavern 500 Third Ave. Glendora, NJ 08029**

PROPOSALS must be addressed to the Township Council, PO Box 8, Blackwood, New Jersey,  
08012 and will be opened and read publicly at the above time and date, and should be in a  
sealed envelope marked:

**2024 GABREIL DAVEIS TAVERN  
BATHROOM DEMOLITION AND EAST WALL RESTORATION**

**DO NOT OPEN UNTIL: Wednesday December 4, 2024, at 10:30 a.m.**

PROPOSAL forms, instructions to bidders, specifications and other bidding documents may be  
examined or obtained at the office of the Township Clerk, 1261 Chews Landing Road, Laurel  
Springs, New Jersey, during normal business hours.

The Township Council reserves the right to reject any or all proposals in whole or in part, and to  
waive such informalities as may be permitted by law.

BIDDERS are required to comply with the requirements of P.L. 1975, Chapter 127, and  
P.L. 1977, Chapter 33.

Information on Affirmative Action Program requirements is available at the office of the  
Township Clerk, Municipal Complex, Chews-Clementon Road, Laurel Springs, New  
Jersey.

Nancy Power

## INSTRUCTION TO BIDDERS

### QUALIFICATION OF BIDDERS

All bidders must be prepared to present suitable evidence of their financial standing and to furnish a list of similar work recently completed.

No verbal instructions or information to bidders will be binding. The specifications will be considered as clear and complete unless written attention is called to any discrepancies or incompleteness before the opening of bids. Should any written inquiries be received by the Business Administrator, these inquiries will be answered in the form of bulletins and issued to all bidders. These bulletins shall be considered a part of these specifications.

Bids will be considered as conclusive evidence of complete examination of specifications and samples. It is understood that parties making bids accept all the terms and conditions expressed and contain in the specifications attached to the proposal submitted.

A proposal Form/Signature Page is provided in these specifications. This form must be used in submitting a proposal and all pages of the form must be completely filled out and signed by the bidder.

### PRESENTATION OF BIDS

Each bid must be enclosed in a sealed envelope and clearly marked on the outside:

"BID PROPOSAL" 2024 GABREIL DAVEIS TAVERN BATHROOM DEMOLITION AND EAST WALL RESTORATION"(see advertisement, page 1), and delivered to the Office of the Township Clerk, 1261 Chews Landing Rd., Laurel Springs, New Jersey 08021.

### WITHDRAWALS

No proposal may be withdrawn later than 4:30 p.m. prevailing time on the day of the opening of the bids. No modifications or explanations of any bid will be allowed after the same is sealed and delivered to the Township Clerk. The proposal will be opened and read publicly by the Township Council.

The Township Council reserves the right to reject any or all bids or parts thereof as deemed to be in the best interest of the Township and to waive any immediate information as maybe permitted by law.

### FORM OF CONTRACT

The successful bidder will be required to execute a written contract with the Township Council within ten (10) days after notice of the acceptance of their proposal.

WE ARE REQUIRING A BID BOND

AND REQUIRING THE SURETY BOND

**BID BOND**

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as the principal and having as surety thereon a surety company approved by the Township of Gloucester in the amount not less than ten percent (10%), but in no case in the excess of \$20,000.00 or the amount of bid. Any such bid bond shall be without endorsement or conditions. Bid shall be accompanied with a certified letter from a surety company stating that it will provide the bidder with the completion bond.

**SURETY BOND**

The successful bidder will be required to furnish a surety bond in the amount of one hundred percent (100%) of the contract price, the condition of which shall be in full and complete execution and performance of each and all of the terms contained in the contract, proposal, specifications and instructions to bidders. The bond shall meet all requirements of the Township Council.

NOTE: Surety bond is automatically required when the contract price exceeds nine hundred ninety nine dollars and ninety nine cents, (\$999.99); when the contract price is under \$999.99, surety bond may be required by the Township Council if they deem it necessary and in the best interest of the Township.

Entire cost of bond(s) shall be paid for by the individuals, firms, or corporations with whom the contract(s) are entered into for the execution of any other purchases, or the furnishing or hiring of any materials or supplies.

**CONSENT OF SURETY**

A performance bond will be required from the successful contractor on this project, and consequent, all bidders shall, with their bid, a certificate in substantially the following form:

TO: \_\_\_\_\_  
                    (Owner)

RE: \_\_\_\_\_  
                    (Contractor)

2024 Gabriel Daveis Tavern Bathroom  
Demolition and East Wall Restoration  
\_\_\_\_\_  
(Project Description)

This is to certify that the

\_\_\_\_\_  
(Surety Company)

will provide to \_\_\_\_\_ a performance bond

in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

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

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

## SPECIFICATIONS

These specifications are intended to cover the furnishing of all materials and the performance of all work that may be required or necessary for the complete compliance of the contract and the contractor will be required to do all things. Where plans, drawings or schematics accompany certain sections of the specifications, these shall be considered as a part of these specifications.

## INTERPRETATION OF SPECIFICATIONS

Should the contractor discover discrepancies in the specifications, the matter shall be immediately brought to the attention of the Township of Gloucester and the discrepancies corrected by written agreement before proceeding further.

All explanation, interpretations and instructions required under these specifications will be given by the Township upon written request from bidders.

Equipment to be furnished (if applicable) shall be new, first-class, or as specifications stipulated in the detailed specifications and shall meet with the approval of the Township Council or their designated representative.

All equipment if applicable shall conform to the requirements of these specifications and any equipment rejected by the Council as not complying with these specifications shall be immediately removed and replaced with acceptable equipment.

## EXTRA WORK

No extras or additional work will be allowed or paid for unless such extras or additional work is ordered in writing by the Township and the price fixed and agreed before such work is performed.

## ADDITIONS OR DEDUCTIONS

The Council of the Township of Gloucester shall have the right, without invalidating the contract to make additions to or deductions from the work covered by these specifications and in case such deductions in cost shall be made between the Council and the contractor, but must be agreed to in writing.

## PROTECTION BY CONTRACTOR

The contractor agrees to indemnify and save harmless the Township and their representatives from all suits or actions of every nature and description brought against them or either of them or on account of the use of patented or copyrighted material, appliances, products, or processes, with legal protection. The contractor shall not transfer or sublet any portion of the work covered by these specifications without written consent of the Township.

## GENERAL CLAUSE

### SECTION I

#### PROPOSAL FORMS

As noted under "Instructions to Bidders", attached to these specifications is a "Proposal Form/Signature Form" which must be completely filled out and signed by each bidder.

As these Instructions to Bidders, Specifications, Form of Proposal, Signature Page, General and Special Clauses, etc. all refer to each other and together constitute a whole legal binding agreement and must be returned together as when delivered to bidder.

#### **NO BID WILL BE ACCEPTED UNLESS SUBMITTED ON THESE FORMS FURNISHED HEREIN.**

All bids must be sealed, marked and delivered in accordance with the Instructions in paragraph 5, and 6. Bids will be opened and read publicly by the Public Works Director at the time and day specified in the Advertisement for Bids. Reading of the bids will take place at the Municipal Hall, 1261 Chews Landing-Clementon Road, Laurel Springs, New Jersey 08021.

#### DELIVERY

In general, deliveries shall be in such time and place as much be fixed by Council and shall not be made except upon definite instructions. See "Specifications" for delivery required under these present specifications.

#### DISPOSAL OF MATERIALS, SUPPLIED, ETC., NOT APPROVED

Bidders shall understand that when materials, supplies, etc. have been delivered to the job which do not comply with the specifications and have not been approved, shall be immediately removed upon notification to the contractor and replaced with material, supply, etc., in full accordance with the specifications.

#### PAYMENTS

Payment shall be made to the contractor within sixty (60) days of receipt of invoice, after inspection and acceptance of the material and/or work and approval of the invoice by the Township Council unless otherwise stipulated by the Township in form of a contract.

#### NUMBER OF WORKING DAYS

The contract shall contain the date which the work shall be completed or shall specify the number of working days to be allowed for its completion and/or delivery of materials, equipment and supplies.



### EXEMPTION FROM FEDERAL EXCISE AND NEW JERSEY SALES TAX

The Township of Gloucester is exempt from Federal Excise Taxes and the New Jersey Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts.

NOTE: This provision shall not apply to construction, repair and/or maintenance contracts where bidder purchases supplies, materials, and/or equipment and includes costs thereof in computation of his bid or proposal.

### NEW JERSEY PREVAILING WAGE ACT

All work on this Project shall comply with the requirements under the 1963 Revised Statutes of New Jersey Chapter 150, "Prevailing Rate of Wages on Public Contracts". Current applicable Wage Rate Determination of the State of New Jersey Department of Labor shall become part of the contract.

### QUALITY, DELIVERY, AND APPROPRIATION

Unless otherwise specified on the Form of Proposal or in the Special Instructions for an individual class of commodity, the quantities listed on the Form of Proposal are estimate only, and the Township does not guarantee to purchase any definite quantities. The amount purchased however, shall be all of the Township requirements during the term of the contract, whether they be more or less than the estimate given. Also, the quantities purchased by the Township are limited to the amount of monies budgeted and appropriated for the same under New Jersey Statutes. In the case of all awards made on the basis or price at F.O.B. delivered to the Township, the supplier shall be required to make deliveries to the locations and in the quantities designated by the Township.

### DOMESTIC PRODUCTS

Only manufactured products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.

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# PROJECT MANUAL

## *Bathroom Demolition & East Wall Restoration, Gabreil Daveis Tavern*

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500 Third Avenue  
Glendora, NJ 08029

**Owner's Representative:**

Christie Ehret, Chief Financial Officer  
Gloucester Township  
1261 Chews Landing Road  
Laurel Springs, NJ 08021  
(856) 374-3535  
cehret@glotwp.com

**Structural Engineer:**

Brian Wentz, P.E., Director of Historic Preservation  
Keast & Hood Structural Engineers  
1635 Market Street, Suite 1705  
Philadelphia, PA 19103  
(215)625-0099 X106  
BWentz@keasthood.com

**Architect:**

Margaret Westfield, R.A.  
Westfield Architects & Preservation Consultants  
425 White Horse Pike  
Haddon Heights, NJ 08035-1706  
(856) 547-0465  
Margaret@wa-pc.com

October 2024

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# Part 1

## *Project Overview*

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# Project Overview

## I. PROJECT INTRODUCTION

The historic Gabreil Daveis Tavern is significant as the home and commercial undertaking of one of Gloucester Township's earliest settling families. Gabreil Daveis built the two-and one-half story brick and stone structure in 1756 on the southern end of a 178-acre plot of land overlooking the north branch of the Big Timber Creek. Built with the intent purpose of being used as a "Public house of Entertainment," the tavern house is a fine example of vernacular Georgian architecture and served an important social and political function in the early history of Gloucester Township as a center of communications for nearby residents. The building's construction date is highlighted in its western end in glazed headers. The building ceased being a tavern in 1768 after Gabreil Daveis' death, and subsequently became home to some of the Township's most important Revolutionary War figures. Since 1976, it has been owned by the Township and has served as a museum building.

Since the building is publicly-owned and listed on the New Jersey and National Registers of Historic Places, all work will be reviewed by the New Jersey Historic Preservation Office for compliance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*. In addition, since funding is being provided by the Camden County Historic Preservation Trust Fund and the completed work will be part of an application to the Preserve New Jersey Historic Preservation Fund administered by the New Jersey Historic Trust (NJHT) for a larger exterior restoration project, the requirements of the NJHT are being applied to the proposed project, including Contractor Qualification requirements.

## II. SCOPE OF WORK

The project's scope of work consists of the following elements, as shown on the drawings and/or described in the project specifications:

1. General conditions, including supervision costs;
2. All UCC permits, inspections, approvals, and COs;
3. Temporary facilities and controls, including construction trailer, dumpster, toilets, fencing, etc. as needed;
4. Demolition of the 1960s brick bathroom addition from the east gable end, as well as the connecting door and door trim and the mature boxwood (above grade only) that is adjacent to the bathroom addition;

5. Careful removal of the modern CMU bathroom foundations and below-ground piping (after capping off of piping to remain in the basement and piping to be abandoned in the ground beyond the limits of the bathroom foundations), avoiding over excavation due to archaeological sensitivity, backfilling of the excavated area with compacted structural fill, with topsoil graded to create a positive slope away from the building, and mulching the planting area in that location;
6. Restoration of the gable end's brickwork that was covered by the bathroom addition, including removal of added mortar, flashing, attached roof structure, plaster finish, door and baseboard trim, and toilet paper holder, as well as brick patching/replacement and spot repointing;
7. Infill of the bathroom door opening in matching red brick, toothed into and aligned with the adjacent brick coursing, including removal of door lintel and drypacking on the inner wythes of the space between the brick infill and the existing brickwork;
8. Restoration of the interior plaster and baseboard trim in the former door opening inside the original kitchen room (Base Bid and part of Deduct-Alternate #1);
9. Painting of the new plaster and baseboard and the existing plaster walls, ceiling and trim of the original kitchen room's interior to match the existing room finish colors (Base Bid and part of Deduct-Alternate #1);
10. Restoration of the east elevation's masonry that was not covered by the bathroom addition, including: cutting out and repointing the cracks and joints in the triangulated brickwork above the second floor window head; correcting coursing errors in the previous masonry patch located to the upper right of the first floor north window and in the previous crack patching to the left of the southern first floor window by cutting in and pointing joints and patching bricks; cutting out and patching cracks including the crack from the top of the bathroom addition up to the attic floor level and the crack to the left of the southern first floor window; patching deteriorated brick faces; and, replacing mis-matched mortar patches. (Add-Alternate #1 with Allowances #1 and #2); and,
11. Cleaning and then applying red Ecologic Colorwash Silicate Dispersion Stain (or approved equal) on the brown bricks in the upper 39 courses of the gable end of the east elevation (including the coursing of the chimney) and on all four sides of the east chimney. (Add-Alternate #2).

A Deduct-Alternate and Add-Alternates have been included on the bid form, along with unit prices for additional spot repointing and brick patching work, to ensure that the Township will be able to proceed with the maximum amount of work that the budget may permit.

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# Part 2

## *Technical Specifications*

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# GENERAL REQUIREMENTS

# 1

## SECTION 01010 - Summary of Work

### 1. General

#### 1.1 DESCRIPTION

- A. The contractor performing the work of this project must have been determined a qualified restoration contractor using the standards established by the New Jersey Historic Trust as follows: The contractor must have successfully completed two projects within the past five years of similar scope and character involving different buildings where the restoration work met the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (Revised 2017). These projects should have involved the same foreman who will be on site during relevant construction activity for the proposed project.
- B. Contractor will complete the specified Bathroom Demolition & East Wall Restoration at the Gabreil Daveis Tavern located at 500 Third Avenue, in Glendora, NJ. The Owner's representative is Christie Ehret, Chief Financial Officer of Gloucester Township, who is coordinating access to the site, and can be reached at (856)374-3535 or [cehret@glotwp.com](mailto:cehret@glotwp.com). The project engineer is Brian D. Wentz, P.E., Director of Historic Preservation, Keast & Hood Structural Engineers, (215)625-0099 X106 or [BWentz@keasthood.com](mailto:BWentz@keasthood.com). The project architect is Margaret Westfield, R.A. of Westfield Architects & Preservation Consultants. Contact Margaret with any technical questions at (856)547-0465 or [Margaret@wa-pc.com](mailto:Margaret@wa-pc.com).
- C. At the time the documents are submitted for permits, the work will be classified under the NJUCC Rehabilitation Sub-Code. The IBC 2015 NJ Edition is the governing code for determining use group, A-3 Assembly.
- D. The building appears to meet the conditions stated in UCC Rehabilitation Subcode Section 6.33 and may be subject to interpretation by local construction officials due to its classification as a Historic Building.
- E. Major systems involved are Architectural and Structural, with associated demolition of Plumbing and Electrical systems. These specifications, drawings, notes, and Owner-issued bidding documents compose the Contract Documents which delineate work required for this phase of construction. The work of all trades under contract is to comply with all applicable state, county, and local codes. The Contractor is responsible for coordination of the work of various trades included in the full scope of work.
- F. The historic Gabreil Daveis Tavern was built in 1756 as a "Public House of Entertainment," and is a fine example of vernacular Georgian architecture. The significance of the structure has been acknowledged by the National Park Service through its listing on the National Register of Historic Places, and by its documentation in the 1930s by the Historic American Buildings Survey. All work shall be undertaken in accordance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (Revised 2017).



- G. Funding for this project is being provided by a grant from the Camden County Historic Preservation Trust Fund, with matching funds provided by the Township of Gloucester. It is the Township's intent to include the completed work as match spent for an application to the Preserve New Jersey Historic Preservation Fund administered by the New Jersey Historic Trust (NJHT) for a larger exterior restoration project in Spring 2025.
- H. The goal of this project is to remove the historically obtrusive 1960s bathroom addition restore the masonry of the east elevation, and restore the interior wall where altered for the bathroom door opening, including painting the interior of the original kitchen room.
- I. Sequencing of the project is to be:
  - 1. Remove mature boxwood adjacent to bathroom addition;
  - 2. Disconnect and cap all utilities to and from bathroom;
  - 3. Demolish bathroom addition;
  - 4. Remove foundations and any piping within the footprint of the addition;
  - 5. Level ground;
  - 6. Infill previous door opening;
  - 7. Restore exterior brickwork; and,
  - 8. Paint new and repaint existing plaster and wood trim of building interior in original kitchen room.

**2. Products - Not Applicable To This Section**

**3. Execution - Not Applicable To This Section**

**SECTION 01015 – Project Requirements**

**1. General**

**1.1 DESCRIPTION**

- A. Contractor will verify all field conditions and be familiar with all facets of the proposed work prior to submitting a bid to the Owner.
- B. All existing historic fabric is to remain, be repaired, or be replaced in kind. Existing architectural elements, where original and/or historic are to be used as guides.
- C. Building access is to be coordinated with the Owner's Representative. Contractor will be responsible for securing the building during construction. Any acts of damage, theft, or similar incidents will be the responsibility of the Contractor. Contractor agrees to indemnify and hold harmless Owner from any and all expense, claim, damages, losses, including attorney's fee, resulting from any accidents or injuries to any person who is an agent, workman and/or employee of the Contractor or any subcontractor, or who is at the premises at the request or invitation of the Contractor or subcontractor.
- D. Contractor is to provide for all necessary temporary facilities and utilities on site as deemed necessary to complete the project.
- E. If Contractor intends to utilize scaffolding for exterior access, it shall be installed in accordance with the following requirements:
  - 1. Scaffolding must not touch the building.
  - 2. Any pipes or boards near the building must be covered with rubber or cloth.

- F. Contractor shall be responsible for keeping the building and work site clean.
  - 1. Contractor shall provide building paper or tarps to cover any interior flooring surfaces along the path to travel that the contractor must access for performance of the work, including (but not limited to) the path to bathroom. Paper and tarps shall be replaced when soiled or ripped.
  - 2. Contractor shall provide and use an entrance mat to prevent the tracking of dirt and moisture into the building.
- G. Contractor shall photographically document all unforeseen conditions.
- H. Contractor is responsible for obtaining or paying for all licenses, permits, and/or regulatory fees.
- I. Prior to the start of any work, the successful Contractor will verify all dimensions and conditions, and report any unforeseen conditions or discrepancies to the Engineer and Architect.
- J. Engineer and Architect are not responsible for work that the Engineer/Architect does not review and/or work not completed in accordance with Engineer/Architect's plans and/or instructions. No deviation from design drawings is permitted without written approval from the Engineer/Architect. Field Changes and Addenda must be in writing and must be approved by Engineer/Architect and Owner prior to undertaking related work, except in an emergency situation.
- K. The approved foreman (qualified by submission and approval of two projects in the past 5 years of similar scope and character, involving different buildings where the work met the Secretary of the Interior's *Standards* [Revised 2017]) shall be on site every day that construction activity is underway. The foreman is responsible for coordinating all trades, sequencing all work, and overseeing his own crew and the sub-contractors to ensure that work is being performed in strict accordance with the drawings and specifications and that quality workmanship is maintained.
- L. If existing field conditions do not permit the installation of the work in accordance with the details shown, notify the Engineer/Architect immediately and provide a sketch of the condition. Contractor shall not resolve problem conditions without prior approval of Engineer/Architect except in case of an emergency.
- M. In any case of conflict between notes, details, and specifications, the most stringent requirements govern.
- N. Contractor shall protect visitors, staff, and any other persons or property by restricting access throughout the project to any areas where persons or property may be injured by construction work.
- O. Contractor shall protect all historic fabric in and adjacent to his work areas. Such protection shall include, but not be limited to, protective paper in walking areas inside the building, tarps in areas of painting and plastering, plastic coverings over all furnishings, etc.
- P. Proper temporary bracing of all construction work in progress is the Contractor's responsibility. The Contractor shall maintain on site the proper materials for quickly reinforcing the existing structure should the need arise. Where alterations involve the existing supporting structure, provide all shoring and protection required to ensure the

structural integrity of the existing structure. Special care must be taken so that the existing structure is not damaged nor its use impaired during construction.

- Q. Open flames, heat guns, and all other hot work operations are prohibited. Smoking is prohibited within and adjacent to the building as well as anywhere on the property.
- R. Parking is available on site.
- S. Owner will be responsible for draining and filling the cess pool that services the bathroom, after the bathroom addition has been removed.

## 1.2 PROJECT CONDITIONS

- A. The building may be occupied by Owner's personnel on evenings and weekends during work period.
- B. The building may be open to the public on evenings and weekends during the construction period.
- C. The following public events have been scheduled in 2024, for which the Contractor shall leave the site in a clean and safe condition:
  - 1. Sunday, November 10, Tour Day 1-4pm
  - 2. Saturday, November 16, Small Paranormal Group 7pm- midnight
  - 3. Sunday, November 24, Tour Day 1-4pm
  - 4. Saturday, November 30, Decorating for Holiday Open House 9am-noon
  - 5. Sunday, December 1, Holiday Open House 1-4pm
  - 6. Sunday, December 8, Tour Day 1-4pm

## 2. Products

### 2.1 MATERIALS

- A. All existing historic fabric is to remain, be repaired, or be replaced "in kind" to match existing in composition, size, species, grade, finish, and installation methodology (except where noted). Existing architectural elements are to be used as guides.

## 3. Execution

- 3.1 Contractor shall verify all field conditions and dimensions and be familiar with all facets of the proposed work prior to starting work on related items. Verify and/or establish all existing conditions and dimensions at the site before ordering any material and commencing any work. Prior to start of any work, the successful contractor will verify all dimensions and conditions, and report any unforeseen conditions or discrepancies to the Engineer/Architect.
- 3.2 Contractor is to provide for all necessary temporary facilities and utilities on site as deemed necessary to complete the project. Placement of any contractor-related facilities such as dumpsters, a project trailer, port-a-john, etc. must be coordinated with the Owner and approved in advance by the Engineer/Architect.
- 3.3 Any acts of damage, theft or other similar incidents will be the responsibility of the Contractor. Contractor agrees to indemnify and hold harmless Owner from any and all expense, claim, damages, losses, including attorney's fee, resulting from any accidents or injuries to any person who is an agent, workman and/or employee of the Contractor or any subcontractor, or who is at the premises at the request or invitation of the Contractor or subcontractor.

## SECTION 01020 – Allowances and Unit Prices

### 1. General

#### 1.1 ALLOWANCES

##### A. Lump sum allowances:

1. Spot repointing of brickwork and stonework in Add-Alternate #1: 60 linear feet (Section #04100)
2. Tinted patching of deteriorated/damaged brick faces in Add-Alternate #1: 45 bricks (Section #04520)

#### 1.2 UNIT PRICES

##### A. Unit prices to adjust allowances.

1. Unit Price #1: additional cost per linear foot unit for spot repointing work beyond that included in Allowance #1.
2. Unit Price #2: credited cost per linear foot for less spot repointing work than included in Allowance #1.
3. Unit Price #3: additional cost per brick face for tinted patching work beyond that included in Allowance #2.
4. Unit Price #4: credited cost per brick face for less tinted patching work than included in Allowance #2.
5. Unit prices will be used to adjust Contract for the addition or deletion of indicated work. Unit price shall include cost of all materials, labor, overhead, and profits.

### 2. Products - Not Applicable To This Section

### 3. Execution

#### 3.1 SCHEDULE

##### A. ALLOWANCES

1. Include in Add-Alternate #1 the cost to repoint in-kind 60 l.f. (noncontinuous) of deteriorated/cracked mortar joints in brick or stone as Allowance #1.
2. Include in Add-Alternate #1 the cost to apply tinted patching to 45 deteriorated/damaged brick faces as Allowance #2.

##### B. UNIT PRICES

1. **UNIT PRICE #1:** The additional cost per linear foot to repoint the exterior masonry in excess of the assumed 60 linear feet in Allowance #1.
2. **UNIT PRICE #2:** The credited cost per linear foot to repoint less of the exterior masonry than the assumed 60 linear feet in Allowance #1.
3. **UNIT PRICE #3:** The additional cost per brick to apply tinted patching to deteriorated/damaged brick faces in excess of the assumed 45 included in Allowance #2.
4. **UNIT PRICE #4:** The credited cost per brick to apply tinted patching to fewer deteriorated/damaged brick faces than the assumed 45 included in Allowance #2.

## SECTION 01030 – Alternates

## 1. General

### 1.1 DESCRIPTION

- A. List price for substitution of each alternate. Include cost of modifications to other work to accommodate alternate.
  - 1. Add alternates.
  - 2. Deduct alternates.

## 2. Products - Not Applicable To This Section

## 3. Execution

### 3.1 SCHEDULE

#### A. ALTERNATES:

- 1. Add-Alternate #1: Include as Add-Alternate #1 the costs to restore the east elevation's masonry that was not covered by the bathroom addition including: spot repointing of both brick and stone; cutting out and repointing the cracks and joints in the triangulated brickwork above the second floor window head; correcting coursing errors in previous masonry work by cutting in and pointing joints and patching bricks; cutting out and patching cracks; patching deteriorated brick faces; and, replacing mis-matched mortar patches.
- 2. Add-Alternate #2: Include as Add-Alternate #2 the cost to apply red Ecologic Colorwash Silicate Dispersion Stain (or approved equal) to the brown bricks in the upper 39 courses of the gable end of the east elevation (including the coursing of the chimney) and to all four sides of the east chimney after cleaning and surface preparation.
- 3. Deduct-Alternate #1: Credit as Deduct-Alternate #1 the costs to restore the interior plaster and baseboard trim in the former door opening and paint the interior of the original kitchen room to match the existing colors.

## SECTION 01045 – Cutting and Patching

## 1. General

### 1.1 DESCRIPTION

- A. "Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.
- B. The goal is to save as much historic fabric as possible. Repair rather than replace whenever possible.
- C. See also individual sections of specifications for specific instructions regarding cutting and patching requirements and limitations as applicable to those products. Comply with project requirements for:
  - 1. Structural work.
  - 2. Mechanical/electrical systems.
  - 3. Visual requirements, including special detailing.
  - 4. Operational and safety limitations.

5. Inspection, preparation, and performance.
6. Cleaning.

## 2. Products

### 2.1 MATERIALS

- A. Match existing materials for cutting and patching work with new materials conforming to project requirements.
- B. Use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect and that will result in equal-or-better performance characteristics. All alternate materials must be submitted to the Engineer/Architect for approval prior to installation.

## 3. Execution

### 3.1 STRUCTURAL WORK

- A. Do not cut-and-patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio.
- B. To prevent failure, provide temporary support of work to be cut.

### 3.2 VISUAL/QUALITY LIMITATIONS

- A. Do not cut-and-patch work exposed to view (exterior and interior) in a manner resulting in noticeable reduction of aesthetic and functional qualities, as judged by Engineer/Architect.
- B. Before cutting, examine surfaces to be cut and patched and conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.
- C. Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.
- D. Where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut and drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
- E. Patch with seams which are durable and as invisible as possible. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.

### 3.3 INSTALLATION

- A. Inspect conditions prior to work to identify scope and type of work required. Notify Owner of work requiring interruption to building services or Owner's operations. Conform to project requirements listed above.

- B. Perform work with workmen skilled in the trades involved. Prepare sample area of each type of work involved for approval.
- C. Clean work area and areas affected by cutting and patching operations.

## **SECTION 01100 – Procedures, Controls, and Payments**

### **1. General**

#### **1.1 DESCRIPTION**

- A. Provide coordination of work.
  - 1. Supervisory personnel.
  - 2. Project job meetings (monthly or bi-weekly as determined necessary by Engineer/Architect).
  - 3. Other meetings.
- B. Submit monthly and special reports.
- C. Submit progress schedule, bar-chart type, updated monthly.
- D. Prepare submittal schedule; coordinate with progress schedule.
- E. Submit schedule of values.
- F. Submit schedule of required tests (including payment thereof and responsibility therefor).
- G. Perform surveys.
- H. Submit record drawings and specifications; to be maintained and annotated by Contractor as work progresses.
- I. Submit payment request procedures.
- J. Submit beginning, progress, and completion photographs.
- K. Perform quality control during installation.
- L. Perform cutting and patching.
- M. Clean and protect the work.

### **2. Products - Not Applicable To This Section**

### **3. Execution - Not Applicable To This Section**

## **SECTION 01300 – Submittals, Products, and Substitutions**

### **1. General**

#### **1.1 DESCRIPTION**

- A. Project Schedule: Within 15 days of the date established for “commencement of the work,” submit a comprehensive progress schedule indicating a time bar or specific completion date for each significant category of work to be performed. Arrange schedule to indicate required sequencing and to show time allowances for submittals, inspections, and similar time margins. Follow approved schedule to provide timely completion of the project. Should a delay with a specific project component affect project completion,

proceed with completion of all other project components not affected -- do not delay the entire project.

- B. Project Meetings: Attend bi-weekly or monthly progress and coordination meetings (as scheduled) attended by representatives of each entity engaged for performance of work. It is the Contractor's responsibility to coordinate with his subcontractors to attend meetings as necessary. The Engineer/Architect will distribute copies of minutes to those attending and others affected.
- C. Payment Requests: Submit a request each calendar month. Use AIA Form G702, fully completed and executed. The Contractor shall submit with each executed AIA Form G702, a triplicate set of progress photos, including negatives or digital images on disk. As the project is partially funded by grant sources, payment will be made within 60 days of Architect's Certification. As the Owner is a tax-exempt organization, there should not be any tax on any materials or labor.
- D. Shop Drawings, Product Data, Samples:
  - 1. Samples of materials which will be required to be provided to Engineer/Architect include:
    - a. Sample replacement bricks.
    - b. Sample workmanship panels (see individual sections).
    - c. Shop drawing for replacement baseboard profile.
    - d. Manufacturer's product data.
  - 2. Samples of techniques which will be required to be provided to the Engineer/Architect:
    - a. Brickwork repair.
    - b. Repointing mortar samples for color, texture, and hardness. Tooling and joint cleaning (mock-up demonstration will be required prior to final approval of joint raking technique).
  - 3. Comply with project format for submittals, all to be directed to the Engineer/Architect.
    - a. Contractor will be responsible for reviewing all submittals and shop drawings, whether prepared by his employees or sub-contractors, and completing revisions prior to submission to Engineer/Architect for review. The Engineer/Architect's contract with the Owner includes one initial review of each submittal and shop drawings and up to one review of revised submittals and shop drawings. If additional reviews by the Engineer/Architect are required due to the Contractor's inability to submit acceptable submittals and shop drawings, the cost thereof will be the contractor's responsibility and will be deducted from the contractor's retainage on the next Application for Payment.
    - b. Do not delay construction. Order samples with sufficient time for review and approval. Allow sufficient lead time for material order after approval of sample and before the material is required for construction.
    - c. Shop drawings, reviewed and annotated by the Contractor - 3 blackline prints.
    - d. Product data - 3 copies.
    - e. Samples -3, plus extra samples as required to indicate range of color, finish, and texture to be expected.
    - f. Mock-ups - as required in the individual sections.



- g. Inspection and test reports - 3 copies.
  - h. Warranties - 3 copies.
  - i. Survey data - 3 copies.
  - j. Closeout submittals -3 copies.
  - k. Project photographs - 3 sets of 4x6 color prints, printed digital images, or thumb drives with the Contractor's Application for Payment each month and at beginning and end of construction (one for the Architect, one for the Engineer, and one for the Owner). Include digital images on disk or thumb drive in the Owner's set. (Each and every Application for Payment will not be processed without photographic documentation of work for which payment is requested, as the photographs are required for grant submission. In addition, the first Application for Payment must be preceded by submission of the photographic documentation showing the existing conditions at the beginning of the project.)
4. Provide types of submittals listed in individual sections and number of copies required.
  5. Provide required resubmittals; provide distribution of approved copies.
  6. Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction.
  7. Provide warranties as specified; warranties shall not limit length of time for remedy of damages Owner may have by legal statute. Warranties shall be signed by Manufacturer and Contractor.
  8. Provide products selected or approved equal. Products submitted for substitution shall be submitted with acceptable documentation, and include costs of substitution including related work.
  9. Substitutions shall be submitted prior to award of contract, unless otherwise acceptable. The cost of professional services to review substitutions requested by the Contractor after the award of contract shall be the responsibility of the Contractor.
  10. Punch list — Contractor will be responsible for inspecting his work and completing all anticipated punchlist work in house so that all work is substantially complete when the Contractor calls for the Engineer/Architect to prepare the project's Punchlist. One visit to prepare the punchlist and one visit to verify successful completion of the punchlist work are included in the Engineer/Architect's contract with the Owner. If additional site visits by the Engineer/Architect are required due to the Contractor's inability to successfully complete all punchlist work before the Engineer/Architect's return visit, the cost thereof will be the contractor's responsibility and will be deducted from the contractor's retainage on the final Application for Payment.
  11. As-Built Drawings — A separate set of documents (Drawings and Project Manual) shall be kept on the job to record any field changes or revisions during construction. This set shall be given to the Owner upon completion of all work, along with the required shop drawings, as the required "as built" documentation.

**2. Products - Not Applicable To This Section**

**3. Execution - Not Applicable To This Section**

**SECTION 01500 - Temporary Facilities**

## 1. General

### 1.1 DESCRIPTION

- A. Provide temporary services and utilities as necessary:
  - 1. Water (potable and non-potable).
  - 2. Sewer sediment.
  - 3. Power.
  - 4. Metering.
  - 5. Telephone.
- B. Provide construction facilities as required:
  - 1. Construction equipment.
  - 2. Dewatering and pumping.
  - 3. Enclosure.
  - 4. Lighting.
- C. Provide security and protection requirements as required:
  - 1. Fire extinguishers.
  - 2. Site enclosure fence in work area.
  - 3. Building enclosure and lock-up.
  - 4. Environmental protection.
- D. Provide personnel support facilities as necessary:
  - 1. Contractor's field office.
  - 2. Sanitary facilities.
  - 3. Drinking water.
  - 4. Cleaning and trash removal.

### 2. Products - Not Applicable To This Section

### 3. Execution - Not Applicable To This Section

## SECTION 01531-Temporary Fencing

### 1. General

#### 1.1 DESCRIPTION

- A. Provide temporary fencing to surround east elevation and prevent unauthorized access during building repair and until building envelope is re-established and secure.
- B. Work area, including area to be enclosed by temporary fencing, shall be negotiated with the Owner prior to start of work.
- C. Fence posts shall not penetrate the ground.
- D. Fence shall not be attached to building, and any fencing components that are adjacent to the building walls shall be covered by cloth or other protective material so the historic brickwork is not abraded.

## 2. Products

### 2.1 MATERIALS

- A. Fencing shall be chain-link fencing, 6 feet in height, with lockable gate(s) to match. Copy of key to gate's lock shall be provided to Owner, Engineer, and Architect.

## 3. Execution

### 3.1 INSTALLATION

- A. Contractor is responsible for determining location of fencing and installing fencing, subject to local regulations and Owner's approval.

### 3.2 REMOVAL

- A. Fencing may be removed after bathroom demolition and door infill is complete and building is secure or remain during entire construction period at Contractor's discretion; however, fence must be removed prior to all sitework, except site clearing.
- B. Contractor is responsible for removing fencing and repairing site disturbed by fencing.

## SECTION 01700 – Project Closeout

### 1. General

#### 1.1 PREREQUISITES TO SUBSTANTIAL COMPLETION

- A. Punch list.
- B. Submittal documentation.
- C. Warranties.
- D. Certifications.
- E. Architect's Certificate of Substantial Completion.
- F. Change over of locks (if required).

#### 1.2 PREREQUISITES TO FINAL ACCEPTANCE

- A. Final payment request with supporting documentation.
- B. Completed punch list.
- C. Provide record document submittals.
- D. As-Built Drawings based on the separate set of construction documents kept on site to record any field changes or revisions during entire construction period, along with the required shop drawings.

#### 1.3 CLOSEOUT PROCEDURES

- A. Final cleaning and touch-up.
- B. Removal of temporary facilities.
- C. Turnover to Owner's personnel.

2. **Products - Not Applicable To This Section**
3. **Execution - Not Applicable To This Section**

**END OF DIVISION 1 -GENERAL REQUIREMENTS**

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# SITE WORK

# 2

## SECTION 02070 - Selective Demolition

### 1. General

#### 1.1 DESCRIPTION

- A. Perform selective demolition as required including, but not limited to, the following:
  - 1. Remove existing bathroom addition and adjacent boxwood bush.
  - 2. Demolish interior partitions, systems, and building components of bathroom and doorway, including trim connecting bathroom to tavern's northeast room (the original kitchen).
  - 3. Remove plaster and trim finishes and toilet paper holder applied to the exterior surface of the tavern's east elevation inside the bathroom.
  - 4. Carefully remove modern CMU bathroom foundations and below-ground piping (after capping off of piping to remain in the basement and to be abandoned in the ground beyond the footprint of the bathroom addition), avoiding over excavation due to archaeological sensitivity.
  - 5. Protect all portions of building adjacent to or affected by selective demolition.
  - 6. Remove and legally dispose of demolished materials off-site.
- B. Removed materials not desired by Owner shall become the property of the Contractor, and shall be promptly hauled away from the site and are to be disposed of legally.
- C. It shall be the Contractor's responsibility to provide adequate shoring during all phases of the disassembly. It shall also be the Contractor's responsibility to protect adjacent structures, machinery, equipment, personnel, vehicles, and the public.
- D. Notify Owner prior to shut-off of existing utilities. Cap off utilities to be discontinued in use.

#### 1.2 SUBMITTALS

- A. Submit pre-demolition photographs showing existing conditions of adjoining construction, including finished surfaces, that might be misconstrued as damage caused by demolition operations.
- B. Submit for approval selective demolition schedule, including schedule and methods for capping and continuing utility service.
- C. Submit schedule indicating proposed methods and sequence of operations for selective demolition work to Architect and Engineer for review prior to commencement of work.
- D. Certification: Within 3 days of disposal, submit certification, evidence, or receipts clearly establishing that materials were properly and legally conveyed to, and deposited at, a legal disposal site.

#### 1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Use experienced workmen.

#### 1.4 PROJECT CONDITIONS

- A. The building may be occupied by Owner's personnel on evenings and weekends during work period.
- B. The building may be open to the public on evenings and weekends during the construction period.
- C. The following public events have been scheduled in 2024, for which the Contractor shall leave the site in a clean and safe condition:
  1. Sunday, November 10, Tour Day 1-4pm
  2. Saturday, November 16, Small Paranormal Group 7pm- midnight
  3. Sunday, November 24, Tour Day 1-4pm
  4. Saturday, November 30, Decorating for Holiday Open House 9am-noon
  5. Sunday, December 1, Holiday Open House 1-4pm
  6. Sunday, December 8, Tour Day 1-4pm

#### 2. Products -- Not Applicable

#### 3. Execution

##### 3.1 DEMOLITION

- A. Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings and in these specifications in accordance with progress schedule and governing regulations.
- B. Perform all removals and cutting carefully to avoid damage to adjacent elements scheduled to remain. Removal of addition shall be undertaken using hand tools only.
- C. Provide exterior and interior shoring, bracing, and support to prevent movement, settlement, or collapse of sections of the structure indicated to remain.
- D. Take all precautions and use all applicable protective devices or materials that are required to assure that specified portions of the structure to remain are not loaded beyond safe limits and are not broken or otherwise damaged.
- E. If safety of structure appears to be endangered at any time, cease operations immediately and notify Engineer.
- F. Use all measures required to protect the structure and its materials, finishes, fixtures, and assemblies from damage resulting from the work of this section. Provide all temporary protection and facilities required to ensure that no removed material damages surfaces not indicated to be removed.
- G. Provide temporary protection to shield elements exposed to the weather as a result of the selective structural demolition.
- H. Provide temporary, secure enclosure of the doorway from the bathroom into the museum building until brick infill is complete.
- I. Do not damage building elements and improvements indicated to remain. Items of salvage value and stated, in writing, not to be desired by the Owner may be removed from the site

with the permission of the Owner. Nothing may be removed from the site without the permission of the Owner. Storage or sale of items at the project site is prohibited.

- J.** Do not interrupt utilities serving the building without the written permission of the Owner. If necessary, provide temporary utilities.
- K.** Do not over-excavate in removing bathroom foundation walls or below-ground piping as area is archaeologically sensitive, although previously disturbed. Post observer during excavation activities to ensure no archaeological artifacts are disturbed during any ground disturbance. If any artifacts are observed, stop all excavation activity and notify Architect immediately. No further excavation shall occur until Architect has determined whether archaeological investigations are warranted and, if so, have been concluded.
- L.** Cease operations if public safety or remaining structure is endangered. Perform temporary corrective measures until operations can be continued properly.
- M.** Carefully identify, disassemble, and demolish those features designated demolish or designated remove.
- N.** Perform disassembly, demolitions, and removals of all types in a controlled manner without damage to the historic structure or features, damage to the materials or construction to remain, injury or alteration to disassembled material or component, and leaving surfaces ready to receive new or assembled work.

### 3.2 SCHEDULE

- A.** Items to be removed:
  - 1. existing bathroom addition and adjacent boxwood bush;
  - 2. interior partitions, systems, and building components of bathroom and doorway, including trim connecting bathroom to tavern's northeast room;
  - 3. plaster and trim finishes and toilet paper holder applied to the exterior surface of the tavern's east elevation inside the bathroom; and,
  - 4. modern CMU bathroom foundations and below-ground piping (after capping off of piping to remain in the basement and to be abandoned in the ground outside of the footprint of the bathroom addition).
- B.** Utilities requiring interruption, capping, or removal:  
plumbing (including connection to cess pool); and,  
electrical.

### 3.3 CLEAN-UP

- A.** Comply with Article 3.15 of General Conditions in Part 4.
- B.** Remove all materials designated and approved to be discarded at the end of each shift.
- C.** Remove and dispose of temporary protective materials when complete.
- D.** Dispose of all materials off site in compliance with government regulations.

## SECTION 02200 – Earthwork and Grading

### 1. General

#### 1.1 DESCRIPTION

- A. Perform excavation, filling, compacting and grading operations in area of bathroom addition and foundations scheduled to be removed.
- B. Finish grading shall maintain a positive flow away from the building of all surface rainwater runoff.
- C. Provide structural fill.
- D. Dispose of excess fill offsite.
- E. Provide topsoil for finish grade; mulch garden bed to match adjacent thickness.
- F. Provide seed for new lawn in disturbed areas. See Section 02485– Lawns and Grass

#### 1.2 SUBMITTALS

- A. Submit test reports for approval.

#### 1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. When excavating for the demolition of the bathroom foundations and during any disturbance of existing grade, Contractor shall notify Architect five (5) working days in advance and ensure that a designated observer is present to watch soil as excavation is underway to note the presence of any artifacts. If artifacts are observed, Contractor shall postpone further excavation until Architect has been notified and proper archaeological investigation has been carried out as needed in architect's opinion. Excavated soil shall not be removed from the site, but will be used in backfill operations.

### 2. Products

#### 2.1 MATERIALS

- A. Fill (other than unused fill from foundation excavations, free of debris) shall be from suitable off-site location.
- B. Structural fill shall be gravel or sandy gravel free of organic and unsuitable materials and within the following gradation limits: 4" sieve, 100 percent finer by weight; 1" sieve, 60 to 100 percent; No.4 sieve, 25 to 85 percent; No.20 sieve, 10 to 60 percent; No.50 sieve, 4 to 35 percent; No.200 sieve, 0 to 5 percent.
- C. Common Fill is to be mineral soil substantially free from organic and unsuitable materials, and free from rock or gravel larger than 2" in diameter; 80 percent passing No.40 sieve and not more than 50 percent passing No.200 sieve.
- D. Backfill shall be granular material, deposited and machine compacted in 8-inch maximum layers. Compaction shall achieve a minimum of 95% of maximum density at optimum moisture content Standard Proctor, in accordance with ASTM D698.



### 3. Execution

#### 3.1 INSTALLATION

- A. Heavy trucks and equipment are not permitted on root areas.
- B. Protect all existing underground utilities within work areas.
- C. Existing trees shall be protected from damage during excavating.
- D. Remove mature boxwood bush located to the south (left) of the bathroom addition, cutting through trunk at 3" below grade. Do not remove rootball or excavate more than 4" below grade to protect any potential archaeological deposits below grade.
- E. Excavate for demolition of bathroom foundations to reasonably exact outline and depth, avoiding over-excavation.
- F. Grade area adjacent to building for positive flow away from building.
  - 1. Protect newly graded areas from traffic and erosion. Recompact and regrade settled, disturbed and damaged areas as necessary to restore quality, appearance, and condition of work after masonry restoration of the east elevation is completed.
  - 2. Dispose of waste and unsuitable materials off site in a legal manner.

## SECTION 02485 – Lawns and Grass

### 1. General

#### 1.1 DESCRIPTION

- A. Provide lawns and grass, including:
  - 1. Seed for new lawn in areas disturbed by the contractor's work.
- B. Mulching is required on all newly seeded areas.

### 2. Products

#### 2.1 MATERIALS

- A. Lime shall be pulverized dolomite limestone distributed at 90 pounds per 1000 square feet. Fertilizer shall be proportioned 10-20-10 at the rate 11 pounds per 1000 square feet. Work lime and fertilizer into soil with a disc, spring tooth harrow, etc.
- B. Apply the following seed mixture at the following rates: spreading fescue (0.3 pounds per 1000 square feet), red fescue (0.3 pounds per 1000 square feet), Kentucky Bluegrass (0.6 pounds per 1000 square feet), and Perennial rye grass (0.2 pounds per 1000 square feet).
- C. Mulch material shall be unrotted salt hay, hay, or small grain straw laid at the rate of 70-90 pounds per 1000 square feet. Mulch anchoring shall be placed immediately after mulching by means of a mulch anchoring tool.

### 3. Execution

#### 3.1 SCHEDULE

- A. Optimum seeding dates are 3/15 to 5/15 or 8/15 to 10/1.
  - 1. Seed within these time periods if possible.

2. If seeding is done outside these time periods, contractor shall be prepared to completely reseed affected areas if necessary at no additional cost to Owner.

**3.2 INSTALLATION**

- A. Apply seed uniformly by hand, cyclone seeder, drop seeder, drill, cultipacker, etc. Incorporate seed into the soil by raking or dragging.
- B. Mulch.
- C. Reseed any bald areas until successful.

**END OF DIVISION 2-SITE WORK**

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# MASONRY

# 4

## SECTION 04100 – Mortar

### 1. General

#### 1.1 DESCRIPTION

- A. Restoration of east elevation, including:
  - 1. Existing stone masonry.
  - 2. Existing brick masonry.

#### 1.2 RELATED WORK

- A. Part 4. Conditions of the Contract.
- B. Section 04520 - Masonry Restoration.

#### 1.3 SUBMITTALS & MOCK-UPS

- A. Provide samples of proposed matching mortar for Architect's review and approval prior to continuing masonry work.
  - 1. Existing stone masonry: high-lime mortar that matches the original in constituent composition, hardness, texture, color, and workmanship. See Mortar Analysis and note on cover page of Appendix A.
  - 2. Existing brick masonry: high-lime mortar that matches the original in constituent composition, hardness, texture, color, and workmanship. See Mortar Analysis and note on cover page of Appendix A.
- B. Required number of samples: 1 that matches, in the Architect's opinion.
- C. Provide 6"x2' sample of proposed joint preparation workmanship.
- D. Provide 6"x2' sample panel of proposed joint repointing workmanship.
- E. No work shall proceed until an acceptable sample has been approved by architect.
  - 1. Joint Preparation
  - 2. Joint Repointing
- F. Approval of mock-ups does not constitute approval of deviations from the Contract Documents (even if shown in mock-ups) unless Architect specifically approves such deviations in writing.

- 1.4 All masonry work shall be in conformance with American Building Standard Code Requirements for Masonry, ASA 41.1, and NCMA current specification.

### 2. Products

#### 2.1 MORTAR MATERIALS

- A. Exposed mortar to be high-lime Portland cement mortar composed of non-staining white Portland, hydrated lime Type S, mortar aggregate (composition to match existing as closely as possible, based on professional mortar analysis included in Appendix A), and potable water.
- B. No additives are allowed except stable, non-fading tinting agents to obtain exact mortar mix color. Synthetic iron-oxide pigment may be used as necessary to match color.

## 2.2 MORTAR MIXES

- A. Mortar mix proportions shall be in accordance with professional mortar analysis included in Appendix A. Color and texture of mortar shall match that of existing adjacent mortar.
- B. Mortar shall develop average compressive strength in 28 days, in accordance with ASTM C 270.

## 3. Execution

### 3.1 CONDITIONS

- A. No work in this section shall be executed when the ambient temperature is less than 40° F and rising or 45° F and falling, or higher than 80° F.
- B. No pointing shall be executed when freezing temperatures are expected within 48 hours.
- C. No additives shall be used to extend these acceptable temperature ranges.
- D. Heat materials and provide temporary protection of completed portions of the work in accord with the governing code and with "Construction and Protection Recommendations for Cold Weather Masonry Construction" of *Technical Notes on Brick and Tile Construction* by the Brick Institute of America.
- E. Repointing shall be executed by hand only using approved pointing trowels. No bagging or caulking gun application of mortar are allowed.

### 3.2 MIXING PROCEDURES

- A. In cold weather, heat the water and sand sufficiently to maintain the temperature of the mortar at time of use to above 50° F.
- B. Measure materials by volume or equivalent weight. Do not measure by shovel.
- C. Mix ingredients in clean mechanical batch mixer for 3 to 5 minutes.
- D. Let setting mortar sit 20 minutes prior to use to allow for initial shrinkage.
- E. Repointing mortar shall be pre-hydrated to reduce shrinkage. Cement, lime, and sand shall be thoroughly mixed. Add only enough water to produce a damp, unworkable mix which will retain its form when pressed into a ball. Mortar shall stand in this condition for 1 to 2 hours. Add remainder of water to pre-hydrated mix to provide a workable mortar consistency.
- F. Do not retemper mortar to extend workability. Discard entire batch.

### 3.3 PROCEDURE

- A. After Architect's approval of joint sample panel, rake out deteriorated mortar joints of masonry by hand using a chisel ¼" or less in width (in combination with an electric saw blade if the workmanship was approved). Clean mortar from surfaces within the joint so that the new pointing mortar bonds to the building material, not old mortar. Do not chip

or spall edges of the brick. If work is found unacceptable, raking shall cease, without additional cost to the Owner, until deficiencies in tools, workmanship, or methodologies have been corrected to the Architect's satisfaction. Bricks damaged by the contractor during joint preparation shall be patched or replaced in kind as directed by architect at no cost to the Owner.

- B. Where brick deterioration does not exceed ½" in depth, use a tinted, high-lime patching material to fill voids to create a flush surface, such as Saint-Astier Lithomex Brick Surface Patching Material manufactured by Limeworks.us (3145 State Road, Telford, Pa 18969, 215-536-6706) or approved equal. Patching material must match the color, texture, hardness, and surface finish of the original brickwork.
- C. Where brick deterioration exceeds ½" in depth over more than 2 square inches of any one brick, replace deteriorated brick with new or salvaged brick to match.
- D. Joint depth shall be at least 2-1/2 times joint width, but no less than ½", and in all cases rake back to expose sound mortar. If voids are found in the bedding mortar during raking operations beyond the 1 inch depth, fill all voids to 1 inch depth in same manner as pointing mortar installation.
- E. Brush, vacuum, or flush joints or cracks to remove dirt and loose debris. Joints shall be left in a damp condition, but without standing water, for repointing.
- F. After Architect has approved mortar sample and repointing sample panel, apply mortar in ¼" thick layers, allowing each layer to reach thumb-print hardness before applying the succeeding layer. Final layer shall be slightly below face of masonry. Do not allow mortar to spread over edges, or to featheredge.
- G. Discard batch of mortar when easy workability is lost. Do not retemper.
- H. When the final layer of mortar is thumb-print hard, tool joint to match existing. **Do not overlap face of masonry with new mortar.** Remove excess mortar from joint edge by brushing. Pointing mortar shall be slightly **below** brick/stone surface, not **over** brick/stone surface. Do not, under any circumstances, use a chemical cleaning product to remove excess mortar without first submitting information to, and requesting approval from, the Architect.
- I. Keep joints damp for 72 hours after repointing.

### 3.4 CLEAN-UP

- A. Comply with Article 3.15 of General Conditions in Part 4.

## SECTION 04500 - Masonry Cleaning

### 1. General

#### 1.1 DESCRIPTION

- A. Provide (localized) restoration and cleaning of existing masonry on the east elevation where covered by bathroom addition:
  - 1. Removal of remnants of caulk from the roof flashing;
  - 2. Removal of remnants of mortar used to fill gaps as the bathroom construction rotated away from the east elevation.
  - 3. Removal of plaster finish that was inside the bathroom; and,

4. Chemical and nonchemical cleaning of exposed masonry surfaces.

- B. If Add-Alternate #2 is accepted, clean the brown bricks in the upper 39 courses of the gable end of the east elevation (including the coursing of the chimney) and all four sides of the east chimney in preparation for the application of red Ecologic Colorwash Silicate Dispersion Stain.
- C. Perform test cleaning to demonstrate/select appropriate cleaning materials, mixes, and methods for each of the three materials that must be removed:
  - 1. Caulk from the roof flashing;
  - 2. Surface-applied mortar;
  - 3. Plaster.

**1.2 SUBMITTALS & MOCK-UPS**

- A. Submit for approval product data, mock-ups, test reports.
- B. Approval of mock-ups does not constitute approval of deviations from the Contract Documents (even if shown in mock-ups) unless Architect specifically approves such deviations in writing.

**1.3 QUALITY ASSURANCE**

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

**1.4 PROJECT CONDITIONS**

- A. Protect persons and property from injury and damage from cleaning operations. Do no work when winds prevent control of cleaners or rinse water. Dispose of run-off in a legal manner. For chemical cleaning, clean only when ambient 40 degrees F temperature and above will be maintained during cleaning and seven days after.

**2. Products**

**2.1 MATERIALS**

- A. Masonry cleaners:
  - 1. JOS/TORC: Stonehealth, Ltd., Bowers Court, Broadwell, 1, Dursley, Gloucestershire, England, GL114JE, tel: (44) (0) 1453-540600, www.stonehealth.com (or approved equal).
  - 2. Chemical cleaners must be proposed on a case by case basis, dependent on the material being removed, and approved by the Architect.

**3. Execution**

**3.1 INSTALLATION**

- A. Undertake cleaning in accordance with manufacturer's instructions.

## SECTION 04520 - Masonry Restoration

### 1. General

#### 1.1 DESCRIPTION

- A. Repair of damaged brickwork on the east elevation.
  - 1. Masonry that was covered by the bathroom addition, including bricks damaged by the surface nailing of roof flashing into the brickwork in 36 locations, bricks damaged by the attachment of roof framing, bricks damaged by the abutment of new brick walls to construct the bathroom, bricks damaged by the application of later mortar to fill gaps as the bathroom construction rotated away from the east elevation, bricks damaged by the application of plaster finish to the exterior surface of the east elevation inside the bathroom (assume for bidding purposes that the bricks can be fully cleaned of the plaster and do not have to be replaced), and brick damaged by the installation of the door frame and trim that provided interior access to the bathroom. (Base Bid)
  - 2. Masonry of the east elevation that was **not** covered by the bathroom addition, including: cutting out and repointing the cracks and joints in the triangulated brickwork above the second floor window head; correcting coursing errors in the previous masonry patch located to the upper right of the first floor north window and in the previous crack patching to the left of the southern first floor window by cutting in and pointing joints and patching bricks; cutting out and patching cracks including the crack from the top of the bathroom addition up to the attic floor level and the crack to the left of the southern first floor window; patching deteriorated brick faces; and, replacing mis-matched mortar patches. (Add-Alternate #1 with Allowances #1 and #2)
- B. Reconstruction of the three wythes of brick removed in the 1960s for the introduction of a doorway to the bathroom through the east elevation, including matching the color, size, hardness, texture, and coursing of the historic brickwork exposed on the east elevation (Base Bid).
- C. Spot repointing of mortar joints on the east elevation (Base Bid for area covered by Bathroom addition, including roof flashing; Add-Alternate #1 for rest of elevation. This combined spot repointing is included in Allowance #1).
- D. Application of red Ecologic Colorwash Silicate Dispersion Stain (or approved equal) to the brown bricks in the upper 39 courses of the gable end of the east elevation (including the coursing of the chimney) and to all four sides of the east chimney after cleaning and surface preparation. (Add-Alternate #2)
- E. Areas included:
  - 1. Stone foundation wall.
  - 2. Brick exterior wall.

#### 1.2 Related work:

- A. Section 02070 - Selective Demolition.
- B. Section 04100 - Mortar.

#### 1.3 QUALITY ASSURANCE

- A. All masonry work shall be in conformance with American Standard Building Code Requirements for Masonry, ASA 41.1, and NCMA current specification.
- B. Follow manufacturer's recommendations.

#### 1.4 SUBMITTALS

- A. Provide one sample brick illustrating tinted brick patching, and one sample stretcher brick (in the previous masonry patch located to the upper right of the first floor north window) that was had a "joint" cut in and pointed to create two headers for review and approval by Architect.
  - 1. Number of sample bricks required for each: 1 matching, in Architect's opinion.
- B. Provide samples of the brick to be used for replacement of missing bricks (in the door opening) and deteriorated bricks, if any.
- C. Provide manufacturer's data and color samples of red Ecologic Colorwash Silicate Dispersion Stain (or approved equal) to sample bricks (first to two loose bricks and then, after preliminary color selection, to two sample bricks in the wall) to judge the color match with the historic brickwork if Add-Alternate #2 is accepted.
- D. Approval of mock-ups does not constitute approval of deviations from the Contract Documents (even if shown in mock-ups) unless Architect specifically approves such deviations in writing.
- E. Submit manufacturer's data and color samples for tinted, high-lime patching material to fill voids in deteriorated or cracked brick faces to create a flush surface, such as Saint-Astier Lithomex Brick Surface Patching Material manufactured by Limeworks.us (3145 State Road, Telford, Pa 18969, 215-536-6706) or approved equal patching material that matches the color, texture, hardness, and surface finish of the original red brickwork.

## 2. Products

2.1 Obtain materials from one source to maintain color/texture/quality consistency.

### 2.2 STONE MASONRY

- A. Existing stone masonry is to remain in place and to be spot tuck repointed as needed.

### 2.3 MASONRY MATERIALS

- A. Facing brick specified in this section shall match existing brick in size, color range and texture.
- B. Building brick shall be solid clay units, Grade NW, ASTM C 62, size, texture, and color as selected or to match existing.

2.4 High-lime patching material tinted to match color of brick through the addition of brick dust or stable tinting agents such as Saint-Astier Lithomex Brick Surface Patching Material manufactured by Limeworks.us (3145 State Road, Telford, Pa 18969, 215-536-6706) or approved equal.

2.5 New or salvaged brick to match original.

2.6 Provide unit masonry as follows:

- A. Brick veneer facing for infill of door opening.



- B. Brick is to be a new or salvaged red brick to match the existing in color, texture, size, hardness, and proportions.

2.7 Cleaning system: JOS/TORC or approved equal.

2.8 Brick staining system for Add-Alternate #2: Ecologic Colorwash Silicate Dispersion Stain (or approved equal)

### 3. Execution

#### 3.1 INSTALLATION

- A. Work only when ambient 40 degrees F to 80 degrees F will be maintained until 72 hours after completion.
- B. Remove old mortar where deteriorated by hand chisel and mallet only. **No power tools shall be used.** Rake-out old mortar to depth equal to 2-1/2 times joint width and in no case less than 1/2" or depth required to expose sound mortar. Do not damage masonry units.
- C. New brickwork shall match existing original brickwork in all exposed aspects including brick units, coursing, corner and jamb details, bond details, joint profile, and mortar mix.
- D. Rinse joints, install pointing mortar in 1/4" deep layers and cure mortar for not less than 72 hours. Lay brickwork to match existing joint thicknesses. Pointing and tooling is to match existing. Do not overlap brickface with new mortar. Remove all splatters before hardened with stiff natural bristle brush after dry.
- E. After pointing, clean masonry using Tampico natural fiber brushes (or equal) and running water.
- F. Existing brickwork:
  - 1. Repair spalled and damaged brickfaces as required using a high-lime patching material tinted to match brick.
  - 2. Provide all necessary ties and reinforcing and horizontal reinforcing at door infill.
- G. Masonry cleaning: allow the mortar to cure for at least 30 days prior to cleaning. Follow manufacturer's instructions for cleaning system.
- H. Masonry staining: Thoroughly rinse cleaned brickwork to remove all remnants of cleaning materials in accordance with the manufacturer's instructions. Allow brickwork to fully dry before starting application of red Ecologic Colorwash Silicate Dispersion Stain (or approved equal) on the brown bricks in the upper 39 courses of the gable end of the east elevation (including the coursing of the chimney) and on all four sides of the east chimney. Follow manufacturer's recommendations.

#### 3.2 CLEAN UP

- A. Remove debris from masonry restoration work from the site on a daily basis and at the completion of work. Do not let debris build-up on site.

**END OF DIVISION 4 - MASONRY**

---

# WOOD

# 6

## SECTION 06050 – Fasteners

### 1. General

#### 1.1 DESCRIPTION

- A. Work included: Fasteners for wood, including:
  1. Nails for framing and finishing as required.

#### 1.2 SUBMITTALS

- A. Submit product data for approval.

#### 1.3 PRODUCT HANDLING

- A. Store fasteners under cover until installed.

### 2. Products

#### 2.1 FASTENERS

- A. Framing nails:
  1. Common wire.
  2. Steel.
  3. Hot dip galvanized to ASTM A153.
- B. Spikes
  1. Flathead, smooth shank, diamond point.
  2. Steel.
  3. Hot dip galvanized to ASTM A153.
- C. Finish nails:
  1. Casting nail or brad.
  2. Stainless steel.

### 3. Execution

#### 3.1 INSTALLATION

- A. Nailing:
  1. Penetrate the receiving piece at least  $\frac{1}{2}$  the nail length.
  2. Prepare for all fasteners.
  3. Do not split wood member with nail or nails.
  4. Remove split members and replace in kind.
  5. Set nail head in finish carpentry items.

## SECTION 06200 - Finish Carpentry

### 1. General

#### 1.1 DESCRIPTION

- A. Work included: Provide new millwork and perform finish carpentry including:
  - 1. Interior running and standing trim, including replacing missing section of three-piece baseboard with beaded cyma reversa cap molding and cove base molding to match.
  - 2. Contractor shall salvage surviving piece of original baseboard located to the immediate right of the bathroom door trim for use in creating matching single longer length of baseboard to abut surviving baseboard on rest of east wall of the original kitchen room (to the left of the existing bathroom door opening).

#### 1.2 SUBMITTALS

- A. Shop drawings: within 14 days after award of contract submit shop drawings for baseboard configuration for Architect's review and approval.
- B. Samples: within 30 days after award of contract submit sample of material for matching baseboard for Architect's review and approval.

#### 1.3 QUALITY ASSURANCE

- A. The Contractor performing the work of this section must have been determined a qualified restoration carpenter using the standards established by the New Jersey Historic Trust as follows: The contractor must have successfully completed two projects within the past five years of similar scope and character involving different buildings where the restoration work met the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (Revised 2017).
- B. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

#### 1.4 PRODUCT HANDLING

- A. Protection:
  - 1. Store wood on shoring, elevated at least 1 foot above the ground.
  - 2. Place a vapor barrier on the bare soil, under the shoring.
  - 3. Cover the wood with a breathable waterproof covering until installed.

### 2. Products

#### 2.1 MATERIALS

- A. Quality standard for fabrication and products: Architectural Woodwork Institute Quality Standards, Premium grade unless noted otherwise.
- B. Finished wood:
  - 1. Provide replacement stock from board or lumber stock.
  - 2. Work stock to match original existing material in dimension, shape, profile, and surface finish.
  - 3. Stock for trim:

- a. Species: Match existing original
  - b. Grade: Clear of knots, close grained
  - c. Strength: Not applicable
  - d. Moisture content: Kiln dried
  - e. Size: Match existing
- C. Interior finish carpentry:
- 1. Trim for painted finish: Softwood suitable for exposure and use.
- D. Spanish Cedar shall not be used for any woodwork.

### 3. Execution

#### 3.1 INSTALLATION

- A. Environmental Conditions: Verify moisture content of finish carpentry material is less than 15% at the time of installation; do not install trim with moisture content exceeding 15%.
- B. Fit and scribe pieces to match existing and original installation for: height and width, thickness, shapes, and finish.
- C. Select and position piece so knots, defects, and repairs do not interfere with locations of fasteners, joints, or connections.
  - 1. Set loose knots with epoxy.
  - 2. Cut out and discard sections with knot holes or defects such as waney edges.
- D. Back prime work and install plumb, level and straight with tight joints; scribe work to fit. Field prime all cut edges.
- E. Make joints true, tight, and well nailed.
- F. For joints in trim:
  - 1. Scarf or miter end to end joints
- G. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with work of other sections.
- H. Comply with manufacturer's requirements for cutting, handling, fastening and working treated materials.
- I. Treatment of wood for durability: Prime all exposed and concealed surfaces of wood trim, after fit-up and trimming, and prior to fastening.
- J. Fastening: remove and repair any salvaged or replacement wood item which has split.
- K. Finishing exposed surfaces:
  - 1. Putty all nail holes, screw holes, or imperfections.
  - 2. Provide a smooth finish, equivalent of 200 grit sandpaper, sanded in the grain direction and removing any hammer marks, coarse sandpaper marks, and other surface imperfections.
  - 3. Paint exposed finish carpentry surfaces in accordance with Section 09900.

L. Adjust, clean and protect.

**END OF DIVISION 6 - WOOD**

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# FINISHES

# 9

## SECTION 09215 - Veneer Plaster

### 1. General

#### 1.1 DESCRIPTION

- A. Provide veneer plaster over gypsum board:
  - 1. After reconstruction of masonry infill at former door location in original kitchen, install new veneer plaster over gypsum board to create a smooth, monolithic wall plane along east wall of tavern room, matching all existing finish plaster characteristics.

#### 1.2 SUBMITTALS

- A. Submit for approval product data.

#### 1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. The Contractor performing the work of this section must have been determined a qualified restoration plasterer using the standards established by the New Jersey Historic Trust as follows: the contractor must have successfully completed two projects within the past five years of similar scope and character involving different buildings where the restoration work met the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (Revised 2017).

### 2. Products

#### 2.1 PLASTER:

- A. One coat veneer plaster: Imperial Finish, U. S. Gypsum or approved equal.

#### 2.2 GYPSUM BASE: ASTM C 585, 5/8" thick, plaster-base type.

### 3. Execution

#### 3.1 INSTALLATION

- A. Comply with ASTM C754, ASTM C844, ASTM C843 and manufacturer's instructions and recommendations. Maintain environmental conditions within the limits prescribed by manufacturer.
- B. Protect room finishes and furnishings during plastering work with tarps over floors, clean plastic drop cloths over all furniture and displayed materials in original kitchen room, and drop cloths over doorways to connecting rooms to contain plaster dust.
- C. Install single piece of gypsum board to completely fill opening.

- D. Machine mix plaster and trowel on to provide very smooth and dense finish surface over entire location of previous door opening, carefully keying and blending into existing plaster wall finish to eliminate any visual evidence of where wall had been previously disturbed.
- E. Remove spillage from adjoining work and protect plaster work from damage.

## **SECTION 09900 - Painting and Coating**

### **1. General**

#### **1.1 DESCRIPTION**

- A. Provide painting/coating and surface preparation for interior surfaces of new and existing plaster walls, plaster ceiling, new wood baseboard and all existing wood trim in the tavern's original kitchen room (into which the bathroom door opened).

#### **1.2 SUBMITTALS**

- A. Submit for approval samples, product data, mock-ups, extra stock.
- B. Submit a drawdown of each color match to the Architect for approval of the color match and obtain a report to certify the approval of each color match.

#### **1.3 QUALITY ASSURANCE**

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Colors
  - 1. Match existing:
    - a. Cream for plaster walls and ceiling;
    - b. Aqua for wood trim.
- C. Color Matching
  - 1. All color matching should be done in standard conditions of illumination. Illumination will be average daylight and tungsten light (3000K) for visual evaluation and will be illuminate/observer C<sub>2</sub>, specular component excluded (SCE) for any spectrophotometric measurement. Do not use fluorescent illumination in the color matching process.
- E. Final Acceptance
  - 1. The final acceptance of all samples for color and appearance will be from job applied samples. Provide a brush-out (drawdown) of each color of paint brought to the job. Present the dried brush-out to the Architect for visual comparison.
  - 2. Provide final paint source and color formulation on each color in a letter to the Architect. This information will be used for any maintenance painting in the near future.
  - 3. Provide any unused paint, in original containers, to Owner for future use (touch-ups).

## 2. Products

2.1 First-line standard products for all systems by Sherwin Williams, Benjamin-Moore, Pratt and Lambert, Finnaren & Haley, Glidden, or approved equal. If using Sherwin-Williams or other brands with a color-prime system, use the color-prime primer indicated for the chosen colors.

### 2.2 INTERIOR PAINT SYSTEMS:

- A. Drywall and plaster: Latex primer; latex finish, Sherwin-Williams "Interior Duration" or approved equal (eggshell for walls, flat for ceilings), 2 coats.
- D. Wood for opaque finish: Alkyd enamel undercoater; latex finish, Sherwin-Williams "Interior Duration" or approved equal, 2 coats.

## 3. Execution

### 3.1 INSTALLATION

- A. Inspect surfaces, report unsatisfactory conditions in writing; beginning work means acceptance of substrate.
- B. Comply with manufacturer's instructions and recommendations for preparation, priming and coating work. Coordinate with work of other sections.
  - 1. General: Clean surfaces thoroughly to remove dirt, chalk, and other surface deposits.
  - 3. Plaster: Spackle any surface imperfections and sand smooth. All newly installed plaster must be primed with primer recommended by manufacturer of the selected finish paint.
  - 4. Wood: Fill holes and surface imperfections. Sand smooth. All newly installed wood must be primed and edge-primed on all surfaces prior to installation with primer recommended by the manufacturer of the selected finish paint.
  - 5. Hand apply with brush or roller (as appropriate) two (2) finish coats.
    - a. Use brush for wood trim.
    - b. Use roller for large areas of plaster.
- C. Match approved mock-ups for color, texture, pattern and coverage. Re-coat or remove and replace work which does not match.
- D. Clean up, touch up and protect work.

**END OF DIVISION 9 - FINISHES**



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# Appendix A

## *Mortar Analysis*

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Prepared by Clio Group, Inc. 1988

■ **Note:**

**When the building was repointed in 1990, the mortar analysis was refined to achieve a final mortar match as follows, with 1 part = 10 ounce cup:**

- 7 parts yellow sand
- 7 parts white sand
- 4 parts lime
- 1 part white Portland cement
- 1.5 T of yellow color
- 0.5 T of umber color



CLIO GROUP, Inc. Consultants in architecture, history, land use 3512 Lancaster Avenue, Philadelphia, Pa. 19104 (215) 386-6276

May 4, 1988

To: Margaret Westfield  
401 Bellmawr Avenue  
Haddon Heights, New Jersey 08035

From: Carl E. Doebley, Eugene Bolt  
Clio Group, Inc.

Re: Mortar Analysis  
Gabreil Daveis Tavern  
Blackwood, Gloucester Township, New Jersey

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As requested, a mortar analysis of was undertaken to determine the composition of the historic mortars and to provide a color and texture match. Samples were taken from the following areas:

A. Brick Pointing Mortar

Procedure

Samples are examined to note their physical properties such as hardness, and the presence of lumps of lime and additives. Preserving a portion of the original mortar, the samples are manually crushed and dissolved in dilute hydrochloric acid to eliminate the binders. The isolated sands are washed, dried and sieved using the U.S. Standard Sieve Series, to determine the distribution of particulate size.

The composition of the historic mortars is determined by the Jedrzejewska method (Studies in Conservation, Vol. 5, No. 4, (1960), pp. 132-138). The technique determines the volume of carbon dioxide, mathematically converted to calcium carbonate ( $\text{CaCO}_3$ ), the sand content, and the content of complex silicates (solubles). The determined values are compared with the experimental standards published by Stewart and Moore (APT, Vol. XIV, No.1 (1982), pp. 11-16) to arrive at the original mortar mixture.

### Physical Properties

A. The sample is a relatively hard cream mortar with some lumps of lime in evidence. The color was achieved through a blend of the constituent materials rather than through the addition of pigment. The isolated sands consist of yellow, pink, clear, and cloudy quartz.

### Particulate Distribution

	>20	20-40	40-60	60-80	80-100	<100	T
A. g	0.27	0.57	0.56	0.16	0.15	0.17	1.88
%	14.36	30.32	29.79	8.15	7.98	9.04	100.0

### Compositional Analysis -- Percentage of Total Weight

	CaCO <sub>3</sub>	Solubles	Sand
A.	17.33%	18.67%	64%

### Experimental Standards\*

Mixture	CaCO <sub>3</sub>	Solubles	Sand
1:3 lime:sand	10.1 ± 0.4%	2.4 ± 0.7%	87.6 ± 0.3%
1:3 lime:calcareous sand	26.2 ± 1.3**	3.0 ± 0.9	70.9 ± 2.2
1:3 lime:clayey sand	10.2 ± 0.2	13.2 ± 0.6	76.6 ± 0.9
2:1:5 lime:pozzalanic cement:sand	11.0 ± 0.1	6.6 ± 0.4	82.4 ± 0.3
100% Portland cement	7.2 ± 0.4	92.1 ± 0.3	0.6 ± 0.2
1:3 Portland cement:clayey sand	7.9 ± 0.1	29.6 ± 1.6	62.6 ± 1.6
1:3 Portland cement:sand	6.4 ± 0.4	27.4 ± 3.0	66.2 ± 3.4
1:3 Roman cement:sand	8.5 ± 0.6	16.1 ± 0.2	75.3 ± 0.4

\* Stewart and Moore

\*\* Total calcium carbonate, including calcium carbonate from limestone

### Findings:

Mortar A: The analysis results are consistent with a lime:Portland cement:sand mortar in the approximate proportion of 1:1:2, lime:Portland cement:sand. Color and texture can best be matched using a combination of white Portland cement, lime, and sand that matches the original. For patchpointing of non-pigmented mortar, some synthetic iron oxide may be required to match the original mortar. The particulate distribution of the mixture is as follows:

#### Pettinos White Bar Sand

	>20	20-40	40-60	60-80	80-100	<100
%	3.3	20.5	44.0	20.9	7.5	3.8

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# Appendix B

## *Bidding Forms to be completed by Bidder*

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Contractor Qualifications Form  
Bid Form





**BIDDER'S QUESTIONNAIRE**  
Gabreil Daveis Tavern, Glendora, NJ  
Bathroom Demolition & East Wall Restoration

This form must be completed and submitted by all bidders. Failure to complete the Bidder's Questionnaire Statement will result in disqualification of the Bid. Attachments to this sheet are acceptable (please properly label).

1. Name, email address, and mailing address of Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Under what other name(s) has your business operated? \_\_\_\_\_  
\_\_\_\_\_

3. Business form (corporation, partnership, etc.) \_\_\_\_\_

Date of formation: \_\_\_\_\_

Principal location: \_\_\_\_\_

Names and Titles of officers of corporation, or partners and the number of years with the business:

\_\_\_\_\_  
\_\_\_\_\_

4. Has your firm or any predecessor firm defaulted on a contract or had work terminated for non-performance within the last five (5) years? If so, on a separate sheet describe the project, owner, date and circumstances/reasons.

5. Has your firm or any predecessor firm been denied a consent of surety, a bid bond, or a performance bond within the last twelve (12) months? If so, on a separate sheet describe the circumstances/reasons.

**6. GENERAL CONTRACTOR:**

Provide evidence of successful experience on at least two (2) projects involving brickwork restoration at two separate historic buildings, completed in compliance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (revised 2017) within the past five (5) years. At least one of the projects must have been reviewed by a State Historic Preservation Office, or New Jersey Historic Trust, or the historic review body of a county or local municipal authority. The aggregate construction cost of each project must be at least \$25,000.

**Project #1**

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Construction Cost: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Approximate Construction Date of the Historic Building or Site: \_\_\_\_\_

Project Superintendent/Manager: \_\_\_\_\_

Scope of Work and Nature of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Contact Person: \_\_\_\_\_

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

Email: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Contact Person: \_\_\_\_\_

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

Email: \_\_\_\_\_

Historical Review Agency: \_\_\_\_\_



**Project #2**

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Construction Cost: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Approximate Construction Date of the Historic Building or Site: \_\_\_\_\_

Project Superintendent/Manager: \_\_\_\_\_

Scope of Work and Nature of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Contact Person: \_\_\_\_\_

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

Email: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Contact Person: \_\_\_\_\_

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

Email: \_\_\_\_\_

Historical Review Agency: \_\_\_\_\_

**7. PROPOSED PROJECT SUPERINTENDENT/MANAGER:**

Provide evidence of successful experience on at least two (2) projects involving brickwork restoration at two separate historic buildings, completed in compliance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (revised 2017) within the past five (5) years. At least one of the projects must have been reviewed by a State Historic Preservation Office, or New Jersey Historic Trust, or the historic review body of a county or municipal authority. The aggregate construction cost of each project must be at least \$25,000.

Name and Address of Project Superintendent/Manager: \_\_\_\_\_

\_\_\_\_\_

**Project #1**

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Construction Cost: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Approximate Construction Date of the Historic Building or Site: \_\_\_\_\_

Scope of Work and Nature of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Contact Person: \_\_\_\_\_

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

Email: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Contact Person: \_\_\_\_\_

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

Email: \_\_\_\_\_

Historical Review Agency: \_\_\_\_\_

**Project #2**

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Construction Cost: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Approximate Construction Date of the Historic Building or Site: \_\_\_\_\_

Scope of Work and Nature of Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Contact Person: \_\_\_\_\_

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

Email: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Contact Person: \_\_\_\_\_

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

Email: \_\_\_\_\_

Historical Review Agency: \_\_\_\_\_

8. Provide a list of all current projects in progress: (If necessary, include additional sheets.)

**Project 1**

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

**Project 2**

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

**Project 3**

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

**Project 4**

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

- 9. General contractors are responsible for ensuring that all subcontractors used on the project have sufficient experience on historic buildings for their respective trade(s) and will be responsible for the quality of the work performed.

**CERTIFICATION**

I (We) the undersigned certify the truth and correctness of all statements and answers contained herein:

DATE: \_\_\_\_\_

NAME OF POTENTIAL BIDDER: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_

TELEPHONE AND EMAIL: \_\_\_\_\_

BY (sign name, no stamps): \_\_\_\_\_

(Print/type name and title): \_\_\_\_\_

WITNESSED: (If a Corporation, by the secretary of the corporation) \_\_\_\_\_

BY (sign name, no stamps): \_\_\_\_\_

(Print/type name and title): \_\_\_\_\_

Subscribed and sworn to before me  
this        day of        , 20

Notary Public of the State  
of \_\_\_\_\_  
My commission expires

\_\_\_\_\_  
(Seal)

\_\_\_\_\_

# Gabreil Daveis Tavern Bathroom Demolition & East Wall Restoration

## BID FORM

From: \_\_\_\_\_  
(Name of General Contractor)

To: Christie Ehret, Chief Financial Officer  
Gloucester Township  
1261 Chews Landing Road  
Laurel Springs, NJ 08021

Project: Gabreil Daveis Tavern Bathroom Demolition & East Wall Restoration

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

The undersigned Bidder acknowledges by his signature that he has visited and examined the site of the proposed construction and has received and examined the Bid Documents including:

- the Structural Drawing Set titled "GABRIEL DAVEIS TAVERN MUSEUM HOUSE," dated October 2024, prepared by Keast & Hood Structural Engineers;
- the Project Manual titled "Gabreil Daveis Tavern Bathroom Demolition & East Wall Restoration" prepared by Westfield Architects & Preservation Consultants dated October 2024;
- and the Township-issued bidding documents, and has included their provisions in his Bid.

The Bidder acknowledges that he has received the following Addenda by indicating the dates thereof:

<b>Addendum #</b>	<b>Date</b>
<u>1</u>	_____
<u>2</u>	_____
<u>3</u>	_____

In submitting this Bid, the Bidder agrees:

- To hold his Bid for 60 days from the date shown above.
- To enter into and execute a Contract, if awarded, on the basis of this Bid.
- To accomplish Work in accordance with the Bid Documents within the specified time frame.

**BASE BID: The Bidder agrees to construct the Work related to the Gabreil Daveis Tavern Bathroom Demolition & East Wall Restoration as shown and specified in the Bid Documents of this project for the lump sum of (show amount in both words and figures):**

Dollars

\$ \_\_\_\_\_

**DEDUCT-ALTERNATE #1:** The Bidder agrees to remove from the scope, the work related to plastering the infilled doorway, replacing the baseboard trim in the former door opening, and painting the interior of the original kitchen room as specified in the Bid Documents of this project, crediting the lump sum of (show amount in both words and figures):

**DEDUCT** **Dollars**

- \$

**ADD-ALTERNATE #1:** The Bidder agrees to add to the scope, the work related to restoring the east elevation's masonry that was not covered by the bathroom addition including: spot repointing of both brick and stone; cutting out and repointing the cracks and joints in the triangulated brickwork above the second floor window head; correcting coursing errors in previous masonry work by cutting in and pointing joints and patching bricks; cutting out and patching cracks; patching deteriorated brick faces; and, replacing mis-matched mortar patches as specified in the Bid Documents of this project, for the additional lump sum of (show amount in both words and figures):

**ADD** **Dollars**

- \$

**ADD-ALTERNATE #2:** The Bidder agrees to add to the scope, the work related to applying red colorwash stain to the brown bricks in the upper courses of the gable end of the east elevation and to all four sides of the east chimney as specified in the Bid Documents of this project, for the additional lump sum of (show amount in both words and figures):

**ADD** **Dollars**

+\$

**ALLOWANCE #1:** The Bidder shall include the spot repointing of sixty (60) linear feet of brickwork and stonework in Add-Alternate #1.

**UNIT PRICE #1:** The Bidder agrees to construct the Work related to Unit Price #1 (spot repointing in excess of the sixty (60) linear feet included in Add-Alternate #1) for the Unit Price of (show amount in both words and figures):

**ADD** **Per Lin.Ft.**

+ \$ /Lin. Ft.

**UNIT PRICE #2:** The Bidder agrees to deduct the cost of Work related to Unit Price #2 (less spot repointing than the sixty (60) linear feet included in Add-Alternate #1) for the Unit Price of (show amount in both words and figures):

**DEDUCT** **Per Lin.Ft.**

- \$ /Lin.Ft.

**ALLOWANCE #2:** The Bidder shall include the tinted patching of forty-five (45) deteriorated/damaged brick faces included in Add-Alternate #1.

**UNIT PRICE #3:** The Bidder agrees to construct the Work related to Unit Price #3 (tinted patching of more than the forty-five (45) deteriorated/damaged brick faces included in Add-Alternate #1) for the Unit Price of (show amount in both words and figures):

<b>ADD</b>		<b>Per Brick face</b>
	+ \$	/Brick face

**UNIT PRICE #4:** The Bidder agrees to deduct the cost of Work related to Unit Price #4 (tinted patching of less than the forty-five (45) deteriorated/damaged brick faces included in Add-Alternate #1) for the Unit Price of (show amount in both words and figures):

<b>DEDUCT</b>		<b>Per Brick face</b>
	- \$	/Brick face

Start-up Date: _____	Completion Date: _____
----------------------	------------------------

Name of Firm: \_\_\_\_\_

Signed by: _____	Title: _____
------------------	--------------

Bidder's address: \_\_\_\_\_

Bidder's email address: \_\_\_\_\_

Bidder's telephone number: \_\_\_\_\_

Signature _____	Date _____
-----------------	------------

**NOTE:** Attach any notes, exceptions or clarifications to the Bid to this Form, along with the Bidder's Questionnaire in Appendix B of the Project Manual and all required paperwork per the Owner's bidding documents.

**BID PROPOSAL FORM**

\_\_\_\_\_  
(Contract Title and Bid Number, if applicable)

\_\_\_\_\_  
(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

\_\_\_\_\_  
Amount in words

\$ \_\_\_\_\_  
Amount in numbers

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal I.D. # or Social Security#

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date



**PROPOSAL FORM/SIGNATURE PAGES**

To: Township Council  
Gloucester Township  
1261 Chews Landing Road  
Laurel Springs, NJ 08021

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

Council:

This proposal is submitted in accordance with your advertisement inviting proposals to be received for the project identified as: **2024 GABREIL DAVEIS TAVERN BATHROOM DEMOLITION AND EAST WALL RESTORATION**

Having carefully examined the "Advertisement for Bids", "Bidding Instruction", "General Clauses", "Plans", etc. hereinafter, bulletins applying thereto, and being familiar with the various conditions affecting the work, the undersigned hereby agrees to furnish all materials, perform all labor, and all else necessary to complete the work in strict accordance with the specifications for prices as follows:

In case this proposal is accepted, the undersigned is hereby bound to enter into contract within ten (10) days after receipt of notice of acceptance for above mentioned work, in accordance with such specifications.

Subscribed and Sworn  
Before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2024

\_\_\_\_\_  
(Type or Print Name)

Notary Public of \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Notary Signature \_\_\_\_\_

(Seal)

**PUBLIC DISCLOSURE**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, County, Municipal, or School District contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said Corporation or Partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the Corporation or Partnership who own ten percent (10%) or more of its stock or any class, or of all individual partners in the Partnership who owns a ten percent (10%) or greater interest therein.

**FAILURE TO SUPPLY THIS INFORMATION WITH FORM OF PROPOSAL WILL BE CAUSED TO REJECT THE BID**

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____

No Individual Stockholder or Partner owns ten percent (10%) or more of this Corporation or Partnership.

Use reverse side of sheet for additional Stockholders.

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(REVISED 4/10)

**EXHIBIT A**

**MANDATORY EUQL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender indent or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement. A notice, to be provided by the agency contracting officer, advertising the labor union of the contractor's commitment under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17-27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decision of the State of New Jersey, and applicable Federal law and applicable Federal court decision.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the three following documents:

- 1. Letter of Federal Affirmative Action Plan Approval**
- 2. Certificate of Employee Information Report**
- 3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj/treasury/contract compliance](http://www.state.nj/treasury/contract compliance))**

**Company:** \_\_\_\_\_

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

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**AFFIDAVIT FOR AFFIRMATIVE ACTION**

(This Affidavit is part of the Proposal)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

being duly sworn, deposes and says that he resides at:

\_\_\_\_\_  
\_\_\_\_\_

and that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
who signed the foregoing Proposal of Bids, that during the course of this contract, he will agree  
to the Plan for Affirmative Action.

Subscribed and Sworn to  
before me on this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

(Seal)

(Exhibit B)

CONSTRUCTION CONTRACT

During the performance of his contract, the contractor agrees as follows:

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, marital status, or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such actions shall include, but not limited to the following: employment, upgrading, demotions, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause.
2. The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
3. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or worker's representative of the contractor's commitment under this act and shall post copies of this notice in a conspicuous place available to employees and applicants for employment.
4. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C127, as amended and supplemented from time-to-time.
5. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority workers in each construction trade consistent with applicable employment go prescribe Section 7.3 of said Regulations; provided however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from compliance with the good-faith procedures prescribed by the following Provisions 1, 2, and 3 as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that is percentage of active "card-carrying" members are who are minority workers is equal to or greater

than the applicable employment goal prescribed by section 7.3 of the Regulations promulgated by the treasure pursuant to pee. L. 1975, letter c. 1 to 7, as amended and supplemented from time-to-time. The contractor or subcontractor agrees that a good-faith effort shall include compliance with the following procedures:

- A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall within three (3) days of the contractor award, seek assurance from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as it is supplemented and amended from time-to-time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of the construction work, the contractor or subcontractor agrees directly to attempt to hire minority workers consistent with the applicable employment goal. If the contractors are subcontractor's prior experience with a construction trade union, regardless of whether the union provided said assurance indicates a significant possibility that the trade union will not refer sufficient minority workers consistent with the applicable employment goal by complying with the following hiring procedures prescribed under (2); and the contractor or subcontractor further agrees immediately to take said action if its determines or is so notified by the Affirmative Action Office that the union is not referring minority workers consistent with the applicable employment goal.
  
- B. If the hiring of a work force consistent with the employment goal has not or cannot be achieved by each construction trade by adhering to the procedures of the preceding provision (1), or if the contractor or subcontractor does not have a referral agreement or arrangement with the union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goal:
  - 1. to notify the public agency compliance officer, affirmative action office and at least one minority referral organization of its Manpower needs and requests the referral of minority workers;
  - 2. to notify any minority workers who have been listed with it as awaiting available vacancies;
  - 3. prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer a workers to fill job openings;
  - 4. to leave standing request for additional referral of minority workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and the other approved referral sources until

such time as the work force is consistent with the employment goal;

5. if it is necessary to lay off some of the workers in a given trade on the construction site, to a short consistency with the applicable state and federal statutes and Court decisions, that sufficient minority employees remain on the site consistent with the employment goal, and to employ any minority workers laid off by the contractor or any other construction site in the area on which its work force composition is not consistent with any employment goal establish pursuant to the Regulations implementing P.L.1975, CI27;
6. to adhere to the following procedure when minority workers apply or are referred to the contractor or subcontractor:
  - i. if said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's work force in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualifications standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any workers skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that if necessary, the contractor shall hire minority workers who qualify as trainees pursuant to subsection 2 (k) of these regulations. All of the requirements of this paragraph, however, are limited by the provisions of paragraph (c) below.
  - ii. if the contractor's or subcontractor's work force is consistent with the applicable employment goal, the name of said minority group individual shall be maintained on a waiting list for first consideration in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
  - iii. if for any reason said contractor or subcontractor determines said minority group individual is not qualified or if said individual qualifies as an advanced training or apprentice, said contractor or subcontractor shall inform said individual in writing with the reasons for the determination and maintain copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.
7. To keep a complete and accurate record of all requests made for the referral of works in any trade covered by the contract, and said records shall be kept on forms made available by the Affirmative Action Office and shall be submitted



promptly to that office upon request.

- A. The contractor or subcontractor agrees that nothing contained in the preceding provisions (3) shall preclude the contractor or subcontractor from complying with hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall agreement, and where required by customer or agreement, it shall send Journeymen and trainees to the union for referral, or to the apprentice program for admission, pursuant to such agreement or arrangements; provided, however, that where the practices of a union apprenticeship program will result in the exclusion of minority persons or the failure to refer minority group persons consistent with the county employment goal, the contractor or subcontractor shall not be required to employ minority advanced trainees and trained and numbers which results in employment of advanced trainees as percentage of the total work force for construction, trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for construction said construction trade. Also the contractor or subcontractor agree that, in implementing the procedures of the preceding provision (b), it shall, where practicable, employ minority workers residing within the geographical jurisdiction of the residing unions.
- B. The contractor agrees to complete monthly project Manning Reports on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three (3) days after signing a construction contract and said form once a month thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the Public Agency in the payment of budgeted funds, as if necessary, for on-the-job and off-the-job programs for outreach and training of minority trainees employed on the construction projects.

Provisions 4 and 5 not required for contractors or subcontractors with four or fewer employees or contractor who has presented evidence of a federally approved or sanctioned affirmative action program.

**NON-COLLUSION AFFIDAVIT**

State of New Jersey

County of \_\_\_\_\_ SS: \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of Affiant) \_\_\_\_\_ (Name of Municipality) \_\_\_\_\_

in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age,

being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_

The bidder making this Proposal for the bid entitled \_\_\_\_\_, and that I  
(Title of Bid Proposal)

executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_ relies upon the truth of the statements

(Name of contracting unit)

contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

Subscribed and sworn  
Before me this \_\_\_\_\_  
of \_\_\_\_\_, 2024

\_\_\_\_\_  
(Type or Print Name)

Notary Public of \_\_\_\_\_

\_\_\_\_\_  
(Signature)

(Seal)

**CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT**

I, \_\_\_\_\_ of the (City, Town, Township, Borough, etc.)  
of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_  
\_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say  
that:

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check Appropriate Statements(s))

\_\_\_\_\_ I own, lease or control all necessary equipment required by plans, specifications, and advertisements under which bids are asked for.

\_\_\_\_\_ I do not own, lease or control all the necessary equipment required by plans specifications, and advertising under which bids are asked for.

If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary.)

\_\_\_\_\_  
\_\_\_\_\_

Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Company)

Subscribed and sworn  
Before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Notary Public of New Jersey

\_\_\_\_\_  
Signature

(Seal)

## **PROOF OF BUSINESS REGISTRATION**

N.J.S.A. 52:32-44 required that each contractor submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/dca/lgs/lpcl/busregis/bus](http://www.nj.gov/dca/lgs/lpcl/busregis/bus) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
3. During the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the Use Tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this state.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.



**STATE OF NEW JERSEY - DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

**Part1: CERTIFICATION  
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BQX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.starte.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX.**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (Chapter 25 List") further certify that I am the person listed above, or I am an officer complete the Certification below.

OR

I am unable to certify as above because the bidder and/or or more its, subsidiaries or affiliates is listed on the Department's Chapter 26 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

**Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES. CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name: \_\_\_\_\_ Relationship to Bidder/Offeror: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Offeror Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

*Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any Part1: hereto to the best of my knowledge are true and complete. I attest that I am authorized to execute the certification on behalf of the above referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the state to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will constitute material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print): \_\_\_\_\_ Signature \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES  
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

**CONTRACT / BID SOLICITATION TITLE** \_\_\_\_\_

**CONTRACT / BID SOLICITATION No.** \_\_\_\_\_

**CHECK THE APPROPRIATE BOX**

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,<sup>1</sup> section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

**OR**

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Description of Prohibited Activity**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Attach Additional Sheets If Necessary.*

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90<sup>th</sup> day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative

\_\_\_\_\_  
Vendor Name

<sup>1</sup> Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.