HOMEWOOD MUSEUM NORTH PORTICO ROOF & BARREL DORMERS RESTORATION

3400 NORTH CHARLES STREET BALTIMORE, MARYLAND 21218



FROM
DACG COMMERCIAL
DELBERT ADAMS CONSTRUCTION GROUP LLC

6305 FALLS ROAD
BALTIMORE, MARYLAND 21209

FOR
JOHNS HOPKINS
FACILITIES & REAL ESTATE
3900 Keswick Road
Baltimore, Maryland 21211

NOVEMBER 26, 2019

3/8/2021 299



6305 Falls Road, Baltimore, MD 21209 phone: 410-583-7575 • info@dacgllc.com www.dacgllc.com

SCOPE OF SERVICES **Table of Contents**

DIVISION 1 – General Requirements	3
DIVISION 2 –Selective Demolition	4
DIVISION 4 – Masonry	4
DIVISION 6 - Carpentry	. 4
DIVISION 7 – Thermal & Moisture Protection	4
DIVISION 9 – Finishes	5
Exclusions & Clarifications	5



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DIVISION 1 – GENERAL REQUIREMENTS

- a. Provide supervision and direction of all site activity throughout the restoration process.
- b. Provide dedicated project manager to oversee project scheduling, financial management, contracts management, scope execution, changes, and correspondence throughout the construction process.
- c. Maintain a neat and orderly job site in accordance with DACG Commercial's policies, as well as the Johns Hopkins' facility requirements.
- d. Construction and trade permits, if required, will be the responsibility of JHU. Based on the current scope we don't think a permit will be required.
- e. Provide all tools, equipment, and fuel required to execute the Scope of Work.
- f. Obtain Worker's Compensation Insurance and General Liability Insurance.
- g. Hire subcontractors with adequate Liability and Worker's Compensation Insurance.
- h. Provide fire extinguishers that will be located in work areas during construction and first-aid kits for the use of workers on site.
- i. Coordinate with JHU's insurance agent to ensure that all insurance requirements are met and maintained.
- j. All construction debris will be hauled away.
- k. Provide and maintain technical equipment as required including:
 - 1. Phone for field communication.
 - 2. Digital camera for progress reporting and process documentation.
- 1. Provide and maintain temporary facilities and equipment including:
 - 1. Temporary sanitary facilities.
 - 2. Temporary electricity connected to the existing on-site power at the museum.
- m. Provide safety equipment, barriers as needed, and signage, as well as regular safety inspections and tool box talks.
- n. Protective control measures and site coordination will be as follows:
 - 1. Dust protection as needed.
 - 2. Protect adjacent surfaces to the work areas.
- o. Perform final cleaning at completion of construction including:
 - 1. Final cleaning will be completed at the end of the project, including window cleaning.
- p. DACG Commercial excludes structural engineering, architectural costs, civil engineering costs, and testing.
- q. DACG Commercial assumes that the Owner will provide electrical power and water during the course of the restoration.
- r. Normal work hours are Monday through Friday, 7am to 4pm.
- s. Material Staging:
 - 1. Coordinated delivery of all materials will be performed by DACG Commercial.



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DIVISION 2 – SELECTIVE DEMOLITION

- a. Selective Demolition:
 - 1. Remove the existing roof down to the existing substrate.
 - 2. Inspect the substrate and if necessary, repair/replace the substrate on a time and materials basis
 - 3. For the purpose of the proposal, remove the existing damaged gutter and crown materials per detail 11/5, on Drawing No. 5, for the perimeter of the gutter. It is presently an unknown as to the extent of rot/damage to the gutter structure, crown, and cornice materials.
 - 4. Upon deconstruction, all materials will be inspected for damage. In the event that the damage is more than detailed, work will stop and any repairs will be discussed and corrective measures approved by JHU Facilities prior to the performance of any additional work.

DIVISION 4 – MASONRY

a. No masonry work is anticipated. Caulking at the flashing/masonry interface is included below.

DIVISION 6 - CARPENTRY

- a. Salvage pieces of the existing blocking & crown molding for use in fabricating replacement trim from Sapele or a similar wood species
- b. Replace the North Portico gutter structure similar to that shown in Detail 11/5.
- c. Install crown molding where for the perimeter of the North Portico.
- d. As stated in Division 2 above, any additional repair/replacement work shall be performed on a time and material basis.

DIVISION 7 – THERMAL & MOISTURE PROTECTION

- a. Install new self-adhering high-temp ice & water shield over the entire sloped and flat roof areas.
- b. Install a slip-sheet of rosin paper over all areas to receive copper.
- c. Fabricate and install new perimeter metal for all eaves, lead coated copper, soldering all transitions as needed.
- **d.** Fabricate and install new 16" wide standing seam panels of new lead coated copper to roof and built-in gutter.
- **e.** Fabricate and install new apron, base and counter-flashings at all roof to wall transitions (horizontal and vertical), soldering all seams as needed for a water-tight system. Counter-flashing will be cut into the mortar joint and sealed with caulk at the masonry/roofing interface.
- **f.** Reuse the existing downspouts to tie into the existing underground piping.



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DIVISION 9 – FINISHES

- a. Painting:
 - 1. Prepare and paint the new exterior cornice work.

EXCLUSIONS & CLARIFICATIONS

- a. The following items have been excluded/qualified and are not part of this contract:
 - 1. Permits, Structural Engineering, Site Design, and Architectural Fees.
 - 2. Furniture and furnishings.
 - 3. Asbestos or Lead remediation.
 - 4. Builders Risk Insurance.
 - 5. Alarm systems, both security and fire.

The total estimate is \$68,840.00

We will invoice you at the time of delivery for services rendered, and will expect payment within ten (10) days of the invoice date. Payment constitutes acceptance of the work. If you have any questions or concerns regarding the invoice, you must send DACG a notice within ten (10) days of the invoice date of any questions or disputed items or charges, and state specifically the dollar amount of the disputed items or charges so DACG can resolve any such matters. Please promptly notify DACG via email at tclassen@dacgllc.com or in writing attention:

Taylor S. Classen
Delbert Adams Construction Group LLC
1417 Clarkview Road
Baltimore, Maryland 21209

To get us started please return a copy of this contract along with your deposit of 10% to DACG's office. DACG will then send you an executed copy for your files. We look forward to a successful completion of the Project.

Sincerely,	
Kevin Atkinson	
ACCEPTED:	ACCEPTED:
<u>OWNER</u>	CONTRACTOR, Delbert Adams Construction Group LLC
By:	By:
By:	Title:
Date:	Date:

C&H

3221 Evergreen Ave Baltimore, MD 21214 (410) 616-0678 owners@candhrestoration.com candhrestoration.com **Estimate**

MHIC# 104730

Johns Hopkins University 3400 N Charles St Baltimore, MD 21218

ESTIMATE #	DATE	
1377	10/16/2019	

ACTIVITY	AMOUNT
 Homewood Museum - Rear Porch - Upper Fascia Restoration Temporarily erect scaffolding at front facade of porch. Remove & haul existing deteriorated crown, soffit and dentil elements, where significant deterioration is in evidence. Remove & salvage any existing crown, soffit and dentil elements that are in good condition. Fabricate, from spanish cedar, any new crown, soffit and dentil elements, as needed. Any replication of elements to match existing in all details and dimensions. After roofing work is complete (priced below), install new and existing crown, soffit and dentil elements. Scrape all other areas of upper fascia. Furnish & apply ART architectural epoxy to any areas of minor deterioration. Furnish & apply one (1) coat Mad Dog bonding primer and two (2) coats exterior grade paint to all areas of upper fascia. Finish color to match existing. Remove scaffolding. 	
	17,880.00
Homewood Museum - Rear Porch - Roof • NOTE - All work to be completed as per SM&P - Homewood Museum Roof Repair Notes drawing, dated 9/27/2019. • Remove & haul existing roofing material down to roofing sheathing. • Repair wood sheathing as needed. • Rebuild roof gutter, as needed. • Furnish & install high temperature ice and water shield on entire roof. • Fabricate and install 20 oz lead coated flat seam or standing seam roof. All seam to be pre tinned, double folded and soldered. Grounds cleared daily of debris.	
OPTION I - 20 oz Lead Coated Flat Seam Roof	30,180.00
OPTION II - 20 oz Lead Coated Standing Seam Roof	25,920.00

Thank you for your consideration.

TOTAL

Accepted By

Accepted Date

C&H Restoration and Renovation, LLC

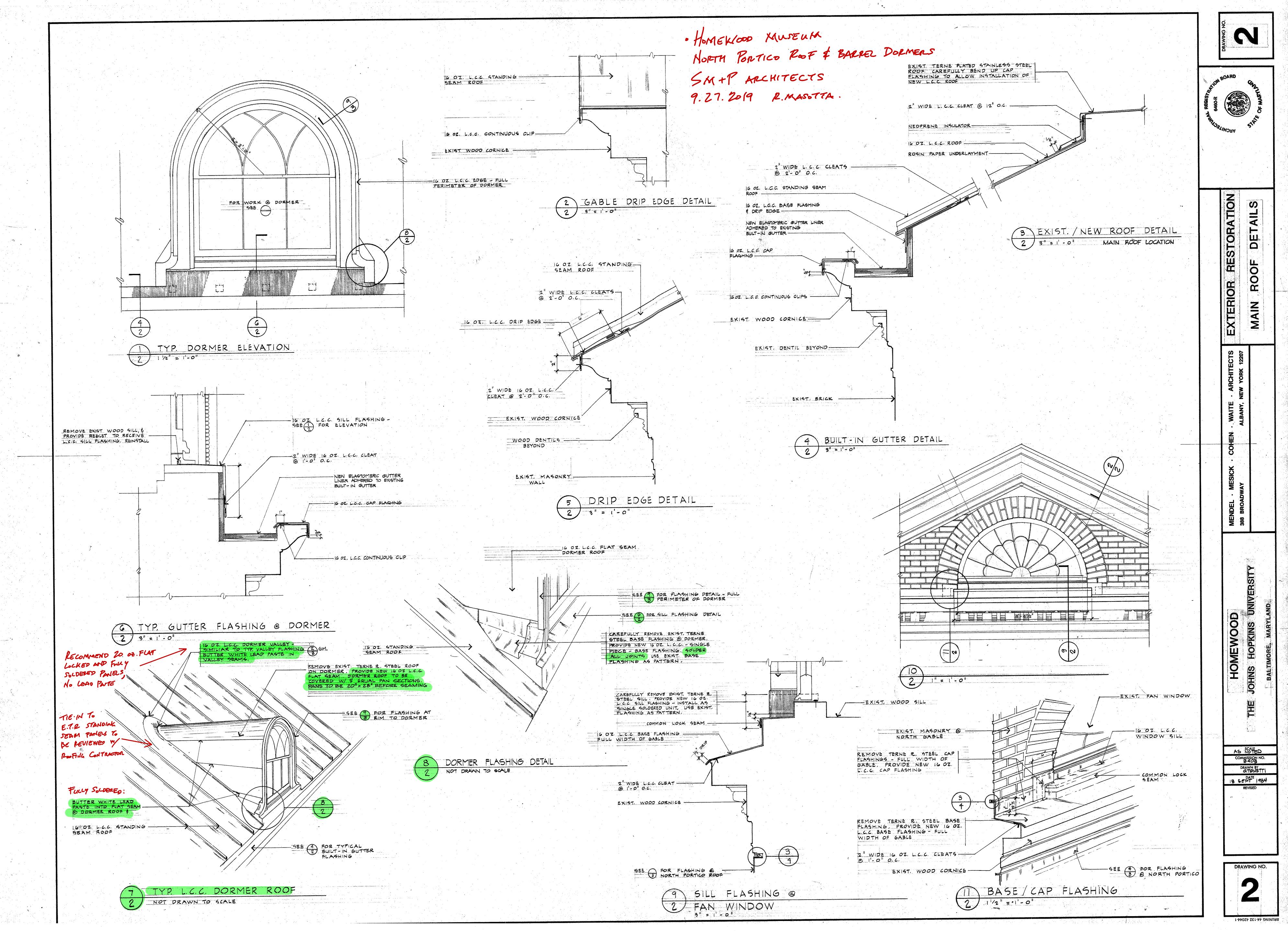
Terms and Conditions

- Agreement: This Agreement is between C&H Restoration and Renovation LLC (the "Contractor") and the homeowner (the "Owner") and/or their agents. The Contractor agrees to do the above-described work (the "Work") contained herein for the Owner.
- 2. **Payment of Funds and Deposit**: The Owner hereby agrees to pay the Contractor for the Work in cash equivalents, unless otherwise agreed upon in writing. The Owner agrees to pay the Contractor a deposit of 33% at the time of the execution of this Agreement, 33% due at half completion with the balance due upon either the Completion Date as defined herein or upon Substantial Completion as defined herein. Substantial Completion shall mean if only certain minor items of Work are incomplete; the cost of those items may be withheld from the final payment at the Owner's option until such items are completed. No jobs will be scheduled or started without a deposit without management approval. All payments made pursuant to this Agreement shall only be made to the Contractor.
- 3. **Late Payment / Service Charge:** Any funds owed greater than 30 days beyond the Completion Date are subject to a service charge of one and one-half percent (1½%) per month on the unpaid balance.
- 4. **Work Schedule**: All details of the job must be finalized prior to being placed on our schedule. The Company agrees to perform the Work in a good and workmanlike manner with reasonable dispatch in accordance with the specifications contained herein. The Contractor shall commence Work approximately within 60 days of delivery of materials, allowing time for reasonable delays of which the Contractor is not responsible. The Contractor is responsible for establishing scheduling and sequencing of the Work to be performed. Reasonable delays include, but are not limited to, weather, non-delivery, discontinuance, default in shipment by a supplier in whole or in part, loss in transit, strikes, lockouts or other causes beyond the Contractor's control.
- 5. **Materials**: The Contractor shall provide necessary labor, materials, and sales tax on materials to complete the Work as specified. All materials shall remain the property and title of the Contractor until fully paid by Owner. All surplus materials shall remain the property of the Contractor, unless, at the Contractor's option, turned over to the Owner upon the completion of the Work. The Contractor is not responsible for replacement of any materials that are not specified in this Agreement. The Contractor may, in its own discretion, substitute materials to be used in the Work. If determined by the Contractor during the performance of the Work, that additional labor and materials are required beyond what is specified in this Agreement in order to complete the Work, the cost for the additional labor and materials will be born by the Owner.
- 6. Changes in Contract: The Owner hereby expressly authorizes any of his joint signatories, if there be any, or any of his agents, servants, employees, attorneys-in-fact, or personal representatives to execute and deliver to the Contractor any written additional change order (hereinafter the "Change Order") and any other documents necessary to consummate this Agreement, which shall be binding and conclusive on said Owner. Owner hereby acknowledges that any Change Orders, requested by the Owner and approved by the Contractor pursuant to this section of this Agreement, shall be paid as per the terms of the Contractor's Change Order policy. Any changes made to this Agreement as required by regulatory agencies will be at additional cost to the Owner, unless such changes or additions are cited in this Agreement. Furthermore, by signing below, the Owner acknowledges that no change has been made to this Agreement by any salesperson or other agent of the Contractor on behalf of the Owner.
- 7. **Owner Responsibilities**: Owner warrants to the Contractor that he is the legal owner of the Property. Owner agrees to provide to the Contractor, at no charge, electric power and water for construction purposes. The Owner shall make himself available during construction for clarification of specifications, approval of additional Work and to provide adequate access to the Property as may be required.
- 8. Cancellation of Agreement: Should Owner cancel this Agreement for any reason prior to the Rescission Date of this Agreement, the Contractor shall return to Owner all payments made under this Agreement within ten (10) days of receipt of the Notice of Cancellation of this Agreement which is incorporated herein and made a part hereof. If the Agreement is breached thereafter without consent of the Contractor, liquidated damages of 20% of the cash price of the Work, plus a proportionate share of all Work already performed will be due the Contractor. To cancel this Agreement, mail or deliver a signed and dated copy of the Cancellation Notice or other written notice to the Contractor at its address noted on this Agreement no later than midnight of the third business day from the date of this Agreement.
- 9. Default: Owner shall be in default of this Agreement at any time if he does not tender payments as listed in section 2 & 6 of this Agreement. Upon Owner's default, the Contractor may immediately discontinue Work and the entire balance shall be immediately due and payable. Waiver or indulgence of any default shall not operate as a waiver of any other default on future occasions.
- 10. **Attorneys' Fees**: In the event that legal proceedings are instituted for the recovery of the unpaid Agreement price and any additional charges due, the Owner agrees to reimburse all actual costs, expenses and attorneys' fees incurred by the Contractor.
- 11. **Limitation on Liability**: The Owner acknowledges that at no time shall the Contractor's liability exceed the total amount charged for the Work performed under this Agreement. The Owner acknowledges that the Contractor is only responsible for damages to the property and the contents therein under the Contractor's liability insurance, if the Contractor, or its employees or servants are held or found to be negligent and, if the Owner notified the Contractor within forty-eight (48) hours of the occurrence.
- 12. **Insurance**: The Owner agrees to carry homeowner's insurance covering fire, theft, storm, and damage to the property in sufficient amounts to cover the Work and materials under construction by the Contractor, and agrees to compensate the Contractor for losses sustained by these conditions. The Contractor shall, in amounts and with carriers subject to the Contractor's sole discretion, provide workers' compensation, public liability and property

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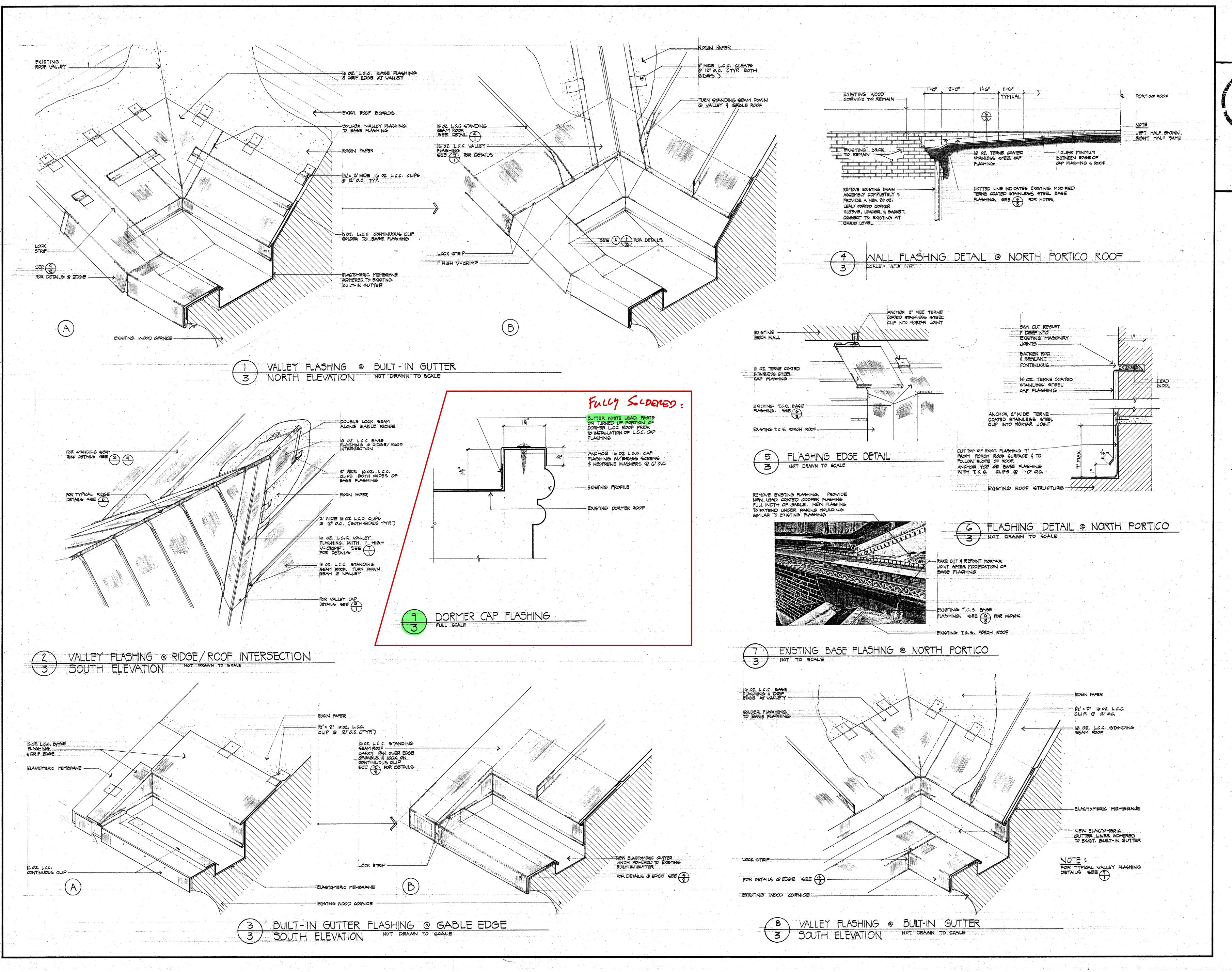
- damage for the Work, unless a general contractor, sub-contractor, or the Owner, in whole or in part, supplies such insurance. The Contractor's maximum liability is limited to the coverage provided.
- 13. **Outside Financing**: If the Work is financed through an outside lending agency, the Owner agrees to execute and deliver necessary finance papers, mortgage, or other forms required by the lending agency in advance of commencement of the Work. Upon notice of Substantial Completion of the Work, the Owner will execute a certificate of completion, if required.
- 14. **Binding Contract**: This Agreement, until approved by the Contractor, is subject to change or revocation by the Contractor, without notice. Upon approval by the Contractor, this Agreement shall constitute a binding agreement between the Contractor and the Owner. In the event such approval is not granted within thirty (30) days of the date of this Agreement, the deposit paid by the Owner will be refunded without interest and this Agreement shall be deemed not approved and neither the Contractor nor the Owner shall be liable to each other for costs or damages. Notwithstanding anything contained herein to the contrary, the Contractor reserves the right to reject or cancel all or part of this Agreement due to unacceptable payment performance or credit rating of the Owner. Any change approved by the Contractor shall be communicated to the Owner and be subject to acceptance within ten (10) days. If such change is not accepted in writing by the Owner within such time, the deposit shall be refunded without interest to the Owner in full termination of this Agreement.
- 15. **Entire Agreement**: This Agreement constitutes the entire agreement between the Parties. The Contractor is not liable for nor bound in any manner by any statements, representations, warranties, collateral or otherwise, or promises made by any person representing or proposing to represent the Contractor unless such statements, representations, or promises are set forth in this Agreement. Any modification of this Agreement must be in writing and signed by both parties.
- 16. **Severability:** If any provisions, paragraphs or sub-paragraphs of this Agreement are adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of this Agreement. Each provision of this Agreement is severable from every other provision, and constitutes a separate and distinct covenant.
- 17. **No Waiver:** The Company may accept late payments or partial payment checks, bank drafts, or money orders marked "Paid in Full" without waiving any of its rights related to this Agreement.
- 18. **Governing Law**: This Agreement is made and entered into in the State of Maryland and the laws of Maryland shall govern its validity and interpretation.
- 19. **Gender:** Wherever in this Agreement reference is made to the masculine gender, it shall be construed to include the feminine gender and vice versa unless the context clearly indicates otherwise.
- 20. Copy of Contract: By signing below and/or the above acceptance agreement, the Owner acknowledges receipt of a copy of this Agreement which has been signed by the Contractor.

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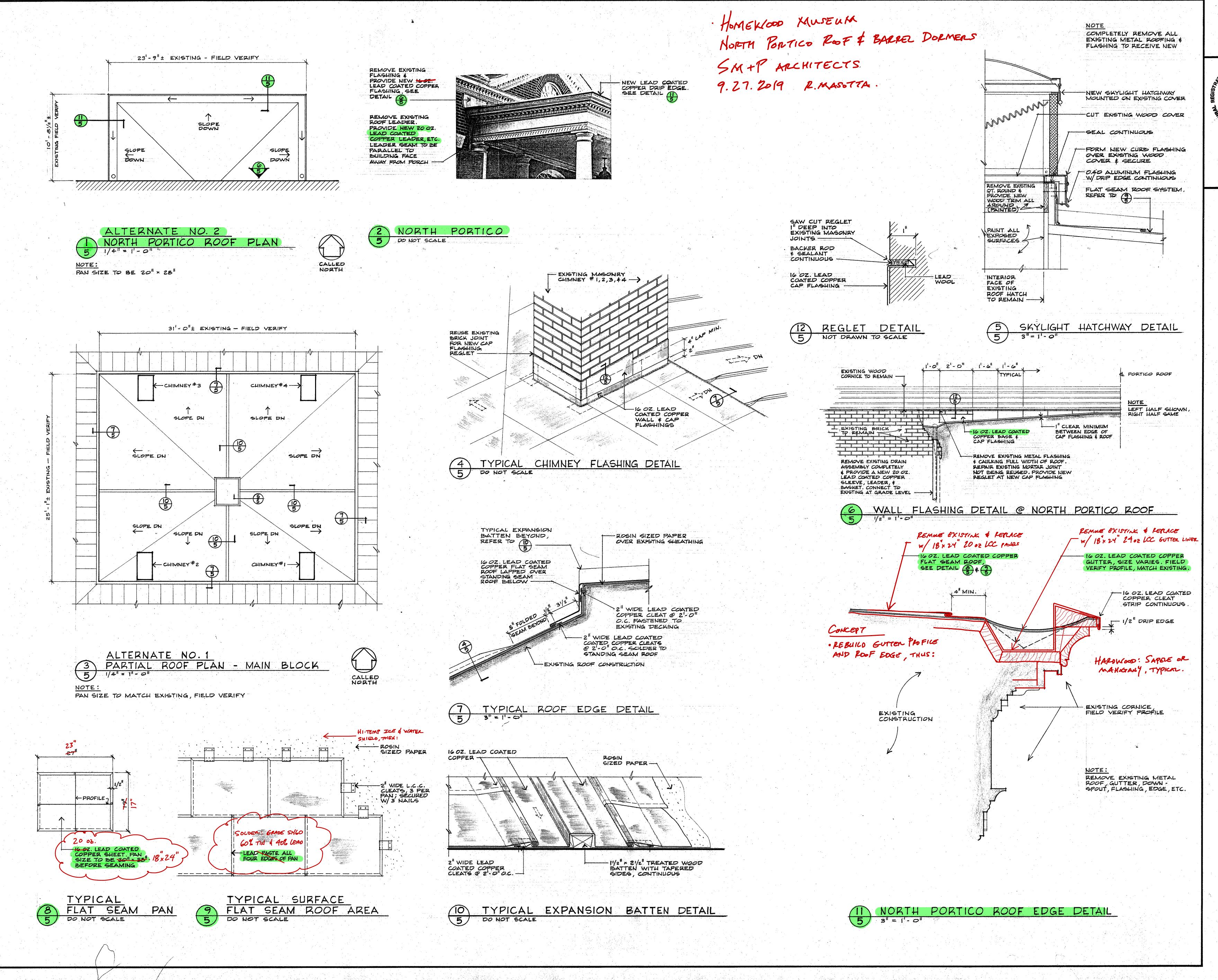
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