

**CITY OF TRENTON
319 EAST STATE STREET, TRENTON, NEW JERSEY**



**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ARCHITECTURAL SERVICES
FOR
REHABILITATION OF THE ALEXANDER DOUGLASS HOUSE
MILL HILL PARK AT E. FRONT & MONTGOMERY STREETS
TRENTON, NEW JERSEY**

To be received on:

SEPTEMBER 25, 2013

**CITY OF TRENTON
Department of Recreation, Natural Resources, and Culture
319 East State Street
Trenton, NJ 08608**

DIVISION OF PURCHASING

RFP2013- 037

**NOTICE OF REQUEST FOR PROPOSALS
RFP2013- 037**

The City of Trenton is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for:

**Professional Architectural Services
For
Rehabilitation of the Alexander Douglass House
Mill Hill Park At E. Front & Montgomery Streets
Trenton, New Jersey**

The City of Trenton requires submission by **SEPTEMBER 25, 2013 AT 11:00AM** in City Hall Annex, Division of Purchasing, 1st floor, 319 East State Street, Trenton, New Jersey, 08608 to:

Isabel C. Garcia
Purchasing Agent
Division of Purchasing
319 East State Street
Trenton, NJ 08608

Scope of Services, Requirements, Evaluation Criteria and other proposal information may be obtained on the city website or at the Division of Purchasing, 1st Floor, City Hall Annex, 319 East State Street, Trenton, NJ 08608 during regular business hours (8:30 am - 4:30 pm) or at the City website. The link to request a copy of the proposal is <http://www.trentonnj.org/Cit-e-Access/Bids/?TID=55&TPID=5563>.

With the exception of the United States Postal Service, express mail shall be delivered to City Hall Annex, Division of Purchasing, 319 East State Street, 1st Floor, Trenton, New Jersey 08608. Late submissions will not be accepted.

It is the responsibility of prospective respondent's to check the City of Trenton's website at for any addenda issued prior to the request for proposal opening at <http://www.trentonnj.org/Cit-e-Access/Bids/?TID=55&TPID=5563>.

Respondents shall comply with the requirements of P.L. 1975 C127. (N.J.S.A. 17:27et seq.)

SCHEDULE

Release Date:	Friday, August 23, 2013
Pre-Bid Meeting:	Friday, September 06, 2013
Questions By:	Wednesday, September 11, 2013
Addenda Issued:	Thursday, September 12, 2013
Proposal Opening Date:	Wednesday, September 25, 2013

City of Trenton
Isabel C. Garcia
Purchasing Agent
609-989-3135
RFP2013-037

REGISTER TO DO BUSINESS WITH THE CITY OF TRENTON

An e-notification will be sent to all vendors currently registered with the City of Trenton, directing them to bidding opportunities, notices, postponements and addendums on the City of Trenton Division of Purchasing website.

REGISTER AT:

<http://www.trentonnj.org/Cit-e-Access/Bids/?TID=55&TPID=5563>.

**PROPOSAL DOCUMENT CHECKLIST
(REQUIRED WITH SUBMISSION OF PROPOSAL)**

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Business Registration Certificate to be supplied (Prior To Contract Award)	_____
Acknowledgement of Receipt of Addenda	√
Stockholder Disclosure (Mandatory Rejection If Not Included)	_____
Affirmative Action Statement	√
Affirmative Action Mandatory Language	_____
Americans with Disabilities Act Mandatory Language	√
Acknowledgement of Addenda	_____
Non-Collusion Affidavit	√
Certification and Disclosure of Political Contributions	_____
Disclosure of Invested Activities in Iran (Required To Be Completed And Signed)	√
Detailed Information as Mentioned in this Request for Proposal	_____
Original Copy and (5) additional copies with original signatures	√
Proposal Form with original signature	_____
	√

Questions

Inquiries regarding the project shall be sent by fax or email no later than **Wednesday, September 11, 2013** to the City's Representative:

Matthew Brener
BRS Inc. for the City of Trenton
Email: matthew@njbrownfield.com
Fax: (267) 775-5072

Pre-Proposal Meeting

A Pre-Proposal Meeting is scheduled at the Alexander Douglass House on **Friday, September 6, 2013 at 11:30 a.m.** Attendance at the Pre-Proposal Meeting by prospective respondents is highly encouraged, but not mandatory. The purpose of the meeting is to provide access to the interior of the building so that existing conditions may be observed and taken into account when preparing proposals. Although the meeting is non-mandatory, respondents will be held responsible for incorporation of existing conditions, which may be discoverable at the Pre-Proposal Meeting into their price proposals.

SCOPE OF SERVICES

Project Description

Introduction

The City of Trenton, New Jersey (hereinafter referred to as the “Owner”), requests proposals from qualified Architectural firms (“Contractor”) to provide architectural conservation, design, and construction phase services for the rehabilitation and restoration of the Alexander Douglass House, located at E. Front & Montgomery Streets at Mill Hill Park and the Mill Hill Historic District in downtown Trenton, New Jersey. The Alexander Douglass House is owned by the City of Trenton. A Site Location Map is provided in the Appendix.

The Alexander Douglass House (hereinafter referred to as the “Property”) is an important historic landmark in the City of Trenton dating back to the Revolutionary War era. The Property was entered into the National Register of Historic Places (NRHP) in 1970 and listed as a contributing element to the Mill Hill Historic District’s entry into the NRHP in 1977. The Property is also listed in the New Jersey Register of Historic Places.

The New Jersey Historic Trust (NJHT) is providing partial funding for this work through a Capital Preservation Grant to the City of Trenton and will review all planning documents and special testing reports for this project. NJHT will also review the contract documents, plans, specifications, etc. according to *The Secretary of the Interior’s Standards for the Treatment of Historic Properties*, as well as oversee construction activities.

The City of Trenton, in conjunction with NJHT, is undertaking a series of improvements intended to reinforce the historic nature of Mill Hill Park by rehabilitating, restoring and strengthening the interpretation of the Alexander Douglass House. It is intended that this property, once improved in this manner, will help to better define the historic character of Mill Hill Park and reinforce the overall historic integrity of the Mill Hill Historic District.

In addition to housing displays interpreting its architectural development, history and role in George Washington's "Council of War" of January 2, 1777, the Douglass House will also provide a general orientation for visitors to the park and the Mill Hill Historic District. Displays and other materials will serve to connect Mill Hill Park and its historic resources to other historic attractions located in the City of Trenton and beyond.

Project Location and Setting

The Mill Hill neighborhood in downtown Trenton is bounded generally by E. Front Street on the north, U.S. Route 1 on the south and east, and South Broad Street on the west. The Assunpink

Creek runs through Mill Hill and is a significant greenway that links the neighborhood to the Delaware River.

Mill Hill is one of the most historic sites in Trenton, as it is located on the “high ground” alongside the Assunpink Creek. The historic significance of Mill Hill reaches back to the late seventeenth century when it became the area’s first industrial site with a grist mill erected in 1679. During the American Revolution, General George Washington utilized Mill Hill as a defensive location for the Second Battle of Trenton, which was fought on January 2, 1777.

In the nineteenth century, Mill Hill transitioned into an upper middle class neighborhood characterized by handsome Victorian brick townhomes and Gothic Revival wood-frame houses. Adjacent commercial areas developed in the same era; these remain today.

Mill Hill Park, which is owned and maintained by the City of Trenton, is located at the north end of the Mill Hill neighborhood, and is one of the primary public open spaces in Downtown Trenton. It serves the recreational needs not only of Mill Hill residents, but also of downtown workers and visitors. This five-acre park is designed for passive recreation. It is bisected into north and south sections by the Assunpink Creek.

More information regarding the historical background of the Property and Mill Hill District may be found in the report "The Assunpink Creek in Mill Hill: A History and Consideration of Historic Interpretive Opportunities" (2002) prepared by Hunter Research, Inc., Trenton, New Jersey. The full report is available on-line at:

<http://www.trentonhistory.org/Documents/MillHillReport.html>

Background Information for the Property

The Property is an important historical resource in Mill Hill Park and has a rich history in Trenton dating back to the Revolutionary War era. The Property, which has undergone a series of rehabilitations and relocations, was last relocated in 1972 to its present location at the northeast section of Mill Hill Park near the intersection of E. Front Street and Montgomery Street to serve as an anchor attraction.

Detailed information about the history and evolution of the Property, an assessment of its condition, and plans for rehabilitation and preservation may be found in the report “Preservation Plan & Feasibility Study: Alexander Douglass House” (2002) prepared by Westfield Architects & Preservation Contractors, Haddon Heights, New Jersey. A copy of this report is provided in the Appendix.

In 2008, work was completed at the exterior of the Property and in the modern cellar, in accordance with some of the recommendations of the Westfield study, in order to seal and repair the building envelope and to preserve existing historic fabric. Windows on the first floor of the front facade were replaced with six-over-six double hung wooden sash fixtures to match those that are known to have historically occupied these openings.

A new barrier-free entrance was also installed in 2011 at the rear elevation of the Property to facilitate ADA access to that section of the building. Modifications were made to the modern stepped plaza and brick walls that surround the Douglass House in order to better integrate the site with the landscape of the park and the character of the street. The State Historic Preservation Office reviewed plans of the construction and certified them to be in compliance with the *Secretary of the Interior's Standards for Historic Preservation*.

Description of the Work

Rehabilitation of the Property

The Contractor shall provide all architectural services required to prepare Construction Documents for the work at the Property as defined herein. These services shall include the performance of inspections, investigations, and surveys and historical research and literature reviews and all else necessary to develop the necessary information to prepare the Construction Documents.

The rehabilitation work shall be completed to preserve the historical nature of the Property. To the extent possible and practical, the Contractor shall complete designs that maintain the integrity of the original design and replicate original materials and finishes.

Detailed information about the history and evolution of the Property, an assessment of its condition, and plans for rehabilitation and preservation may be found in the report "Preservation Plan & Feasibility Study: Alexander Douglass House" (2002) prepared by Westfield Architects & Preservation Contractors, Haddon Heights, New Jersey. A copy of this report is provided in the Appendix.

Based upon this prior study, the planned scope of design and construction work for the Property includes the following:

- Construction of two new ADA compliant bathrooms and hallway in the modern cellar.
- Repair and paint of floors, woodwork and damaged plaster throughout first floor.
- Repairs to the first-floor fireplaces and hearths.
- Upgrade of electrical, fire detection and alarm systems.

This work will permit the first floor of the Douglass House to be utilized for educational exhibits. No work is currently planned for the second floor of the building. The second floor will not be occupied.

Project Identification Sign

NJHT requires that construction grant recipients prominently display a project identification sign at the project site. As per the Garden State Historic Preservation Trust Fund Grants Program rules (N.J.A.C. 15:34-5.1 (a)), this sign must acknowledge NJHT involvement. The Contractor shall include in the Construction Documents drawings and specifications as necessary for construction of the project identification sign. Specifications for the project sign are included in the Appendix .

Archaeological Services

The Contractor shall designate a professional Archaeologist meeting The Secretary of the Interior's Standards to complete all required activities required under Task Item 3 included in the Scope of Services. The Owner and NJHT reserve the right to approve the Archaeologist designee.

The Archaeologist shall conduct a Phase 1A Archaeological Documentary Survey including literature review and archaeological sensitivity assessment of Mill Hill Park, focusing especially upon the Property and the Jackson Street Bridge and areas that will undergo sub-surface disturbance as a result of construction.

Historic Interpretive Design Services

The Contractor shall develop an historic interpretive signage program interpreting the history of the Property as well as Mill Hill Park's historic significance and development history. See Task Item 4.

Coordination with Consultants

The Contractor shall assemble a design team of professional consultants to perform the requested services. This team should consist of, as necessary, mechanical, electrical, plumbing and fire protection design service subcontractors, each knowledgeable in codes and local requirements. Team members should be able to balance factors including requirements imposed by mechanical systems; building, health and safety codes; Owner and tenant requirements; access; and the overall cost of the project to the Owner.

The team should also include a Preservation Architect and/or Consultant and an Archaeologist experienced with the investigation, preservation and rehabilitation of historical sites using the *Secretary of the Interior's Standards for Historic Preservation*.

Respondents must identify all design service subcontractors in the proposal and provide copies of all appropriate licenses and registrations. Coordination with these and other appropriate consultants is to be included as part of the Scope of Services outlined in the proposal. The

Contractor will be responsible for ensuring that the drawings completed by subcontractors are coordinated with the architectural drawings for the project.

General Requirements

Adherence to State Requirements

The project is being completed in part with funds provided by The New Jersey Historic Trust (NJHT), therefore the Contractor must adhere to all applicable State requirements and the Terms and Conditions of the Grant Agreement of the applicable NJHT Grant. A copy of the NJHT Grant Agreement Terms and Conditions are included in the Appendix.

Payment Procedures

Following Notice to Proceed, the Contractor shall deliver to the Owner's Representative within ten (10) days a proposed Schedule of Values that divides the Scope of Services and Contract Sum into milestones or project tasks in sufficient detail to facilitate continued evaluation of invoices and progress reports. Round amounts for each contract item to nearest whole dollar; total shall equal the Contract Sum. Construction Phase Support services shall be billed by the hour as per the price provided on the Price Form and the Contractor's Price Schedule. The Contractor shall submit the proposed Schedule of Values to the Owner's Representative for review and comment. The Contractor shall then make changes to the Schedule of Values to incorporate any changes directed by the Owner.

Contractor invoices may be submitted for payment not more than once every thirty (30) days.

The Contractor's invoice shall be prepared on the Contractor's letterhead and shall be accompanied by a progress report detailing the progress made in the billing period and the progress completed to date. The Contractor shall be responsible to provide all necessary documentation as proof of performance of work completed during the payment period or any other proof of performance that may be required by the Owner's Representative.

The invoice shall be submitted to the Owner's Representative for review and the Owner's Representative shall then either submit the invoice to the Owner for payment or shall return the invoice to the Contractor indicating that corrections should be made or additional information or proof of performance may be required. If necessary, the Contractor shall then resubmit the invoice to the Owner's Representative for review and approval.

Professional Licensure

Professional Architects and Engineers that prepare and certify plans and documents shall be licensed and registered in the State of New Jersey.

The Respondent shall provide with the proposal the name, qualifications and copies of all relevant licenses and certifications of all specially licensed and/or certified professionals who shall work on the project.

Codes, Permits, and Standards

All work undertaken as part of this Scope of Services by the Contractor and their subcontractors, shall be in conformance with all applicable federal, state and local regulations, including (but not necessarily limited to) the requirements of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), the General Ordinances of the City of Trenton, the Uniform Construction Code of the State of New Jersey and the Uniform Fire Code of the State of New Jersey.

All plans and specifications prepared by the Contractor for construction, alteration, repair or demolition of the Property must be prepared such that it may receive permits for all building, plumbing, electrical and fire protection work from the City of Trenton.

Technical specifications shall be organized using the Construction Specifications Institute (CSI) Manual of Practice and MasterFormat Master List of Titles and Numbers for the Construction Industry.

Standards for Rehabilitation and Restoration

All work undertaken on the Property shall be performed in accordance with the “Secretary of the Interior’s Standards for Rehabilitation and Restoration”.

The Secretary of the Interior of the United States is responsible for establishing professional standards and providing advice on the preservation and protection of cultural resources. The National Park Service, an agency of the Department of the Interior, has developed guidelines and standards that guide decision-making at the national, state, and local levels to encourage consistent preservation practices across the country.

The overarching guidance document is the Secretary of the Interior’s Standards and Guidelines for Archeology and Historic Preservation. These standards and guidelines became effective in 1983, and are intended to provide technical advice about archeological and historic preservation activities and methods, including information regarding: preservation planning; the identification, evaluation and registration of historic properties; archeological, historical, architectural and engineering documentation, professional qualification standards, and capital historic preservation projects.

A copy of the Standards may be accessed on line at <http://www.nps.gov/history/local-law/arch_stnds_0.htm>.

Preparation of Documents

All text documents required under this Scope of Services shall be prepared in *Microsoft Word*. Figures and plans and maps shall be prepared in *AutoCAD* and/or *ESRI ArcMap*. Tables and calculations shall be prepared in *Microsoft Excel*. Project schedules shall be prepared in *Microsoft Project*.

All drawings, specifications, electronic source files, and all other documents prepared by the Contractor for this project shall be provided to the Owner's Representative upon request and as required by this Scope of Services.

Reliance on Prior Work

The Owner may provide to the Contractor as part of this solicitation or at other times during the project, documentation of prior work completed at the Property by others including drawings, specifications or other documents either printed or in electronic format. The documentation shall be provided for informational purposes only for the sole use of the Contractor. The Owner makes no claims as to the correctness or accuracy of the data provided therein. The Contractor must review and determine for themselves the correctness and accuracy of the information before incorporating and relying on the prior work as part of their work product to the Owner.

Project Management and Control

The Contractor shall promote good communication and coordination of all relevant parties throughout the project.

The Contractor shall provide regular updates and progress reports to the Owner's Representative and upon request by the Owner's Representative; and shall, from time to time, meet with the Owner and NJHT at Trenton City Hall or another place of the Owner's choosing to discuss the progress of the project.

The Contractor shall prepare for and attend one (1) kick-off meeting prior to the commencement of work with the Owner, NJHT and other parties as required including subcontractors and representatives of relevant City Departments. The kick-off meeting shall be used to review plans and Contractor Scope of Services, update project schedule, coordinate efforts, review payment procedures and set communication protocols. The Contractor shall take notes at the meeting and submit a draft memo documenting all items discussed to the Owner's Representative for review and comment. The Contractor shall then incorporate all comments provided into a final memo and resubmit.

The Contractor shall provide to the Owner, prior to initial kick-off meeting, a workplan and schedule describing actions to be taken by the Contractor to complete the work required by this Scope of Services. The project workplan and schedule shall be updated periodically as necessary and to the satisfaction of the Owner without additional cost to the Owner.

Schedule

The Contractor shall agree to commence work immediately upon receipt of Notice to Proceed from the Owner and diligently pursue the work as per a schedule to be determined by the Owner's Representative and the Contractor prior to the commencement of the work. The work schedule shall be updated from time to time by the Contractor to reflect current conditions at no additional cost to the Owner. The Contractor shall agree to abide by specific timeframes as may be described in task items in the Contractors Scope of Services and complete all work within the indicated periods.

The Owner has established the following goals for the project schedule:

- The Schematic and Design Phases should be completed within sixty (60) days of Notice to Proceed.
- The Construction Document Phase should be completed within one hundred and twenty (120) days of Notice to Proceed.

The schedule for the Construction Phase Support services of this project shall be determined by the Contractor and the Owner following procurement of the construction contractor.

Task Item 1. Architectural Design Services

The Contractor shall provide design services that consists of preparing architectural drawings, technical specifications, and contracting requirements ("Contract Documents") for the rehabilitation of the Property; and the production and installation of all interpretative signage and project identification sign.

Design services will be performed in three (3) phases including the schematic design phase, design development phase, and production of construction documents to the 100 percent completion level.

At each level of completion (schematic design, design development, and 100% contract documents) the Contractor shall prepare design drawings, project descriptions and reports, technical specifications, a quantities estimate, an estimate of probable construction cost and construction schedule ("design phase documents"). The Contractor shall conduct an internal quality control review, assemble the design phase documents and submit the design package to Owner for review and comment. The design package shall include:

- Three (3) full size printed sets of drawings and three (3) printed copies of the project description report, technical specifications, quantities and cost estimates, construction schedules and other design documents.
- Electronic files of all drawings in *AutoCAD* format, print sets of the drawings in *PDF* format, technical specifications and project reports in *Microsoft Word* format, cost and quantity estimates in *Microsoft Excel* format, and project construction schedule in *Microsoft Project* format. The electronic files shall be made available to the Owner's

Representative via e-mail or FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.

At each level of completion (schematic design, design development, and 100% construction documents) the Contractor shall prepare for and conduct at least one (1) design meeting with the Owner and NJHT at Trenton City Hall or other location to be selected by the Owner to discuss the review comments of the submittal. Review comments from the design meetings shall be incorporated into each subsequent design level.

Advancement to each next design phase shall be pending on the review of deliverables, and comments by the Owner and NJHT and written Notice to Proceed.

Schematic Design Phase

Upon receipt of written Notice to Proceed the Contractor will consult with the Owner and NJHT on a pre-design evaluation to determine project goals and requirements and finalize the scope of work. This meeting may take place in coordination with the required kick-off meeting.

As part of the schematic design phase, the Contractor shall investigate, analyze and measure the Property to the extent necessary to determine the information necessary for the work. The Contractor shall measure and verify existing floor plans and drawings and equipment locations in the existing building; analyze building components and mechanical systems.

Based on the information developed by the Contractor's own investigation including review and survey of relevant historical materials; information gathered from the Owner and NJHT about the goals and requirements of the rehabilitation of the Property; and inspection and measurement of the Property; the Contractor shall prepare schematic designs, which shall include at minimum:

- Preliminary site plans, floor plans and elevations;
- Preliminary project description report of the proposed work including:
 - Condition survey report of the Property;
 - Preliminary materials selection; and
 - Evaluation of different mechanical systems and architectural improvements;
- Preliminary design report for the historic interpretive signage program (see Task Item 4);
- Quantities estimate and an estimate of probable construction cost; and
- Preliminary construction schedule.

Design Development Phase

After the approval of the final schematic design submission package by the Owner and NJHT and provision of Notice to Proceed, the Contractor shall prepare design development documents. The design development phase will define the overall scope and approach to each building system and trade. The Contractor shall review the cost of alternate systems with the Owner and NJHT. At minimum, the design development documents shall include:

- Code review and a list of all required permits, licenses, reviews, and approvals;
- Site plans and floor plans showing special features and major elements;
- Elevations articulating design features and denoting materials;
- Major building sections demonstrating intent of design and intended construction;
- Preliminary Project Manual including outline specifications including historic interpretive signage program (see Task Item 4);
- Quantities estimate and an estimate of probable construction cost; and
- Preliminary construction schedule.

Construction Document Phase and Assistance with Bidding

Upon receipt of written Notice to Proceed, the Contractor shall provide final architectural drawings, technical specifications, and contracting requirements (including any pre-contract revisions and addenda) for construction and include all pertinent information required for the constructor to price and build the project ("Contract Documents"), including the historic interpretive signage program (see Task Item 4). The Contract Documents, together with all procurement requirements of the State of New Jersey and the City of Trenton, constitute the complete set of Construction Documents.

The Project Manual is the bound portion of the Construction Documents and shall include the technical specifications, contract requirements and procurement requirements and shall be prepared in conformance with the requirements of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

The Contractor shall identify and list all required permits to complete the construction work in the Project Manual and include copies of all pertinent permit applications so the respondents to the bid may be aware in advance of all requirements. The constructor of the facility shall be responsible for preparing, submitting, and securing all permits and documents required to complete the work, including the payment of all application fees.

The Contractor shall determine using all reasonably attainable non-invasive means, the location of all utilities that may impact work on the site including water, sewer, electric, natural gas,

telephone, cable, and all others and specify locations on the construction plans. The constructor of the Facility, however, shall be solely responsible for field locating and protecting all utilities.

Following final approval by the Owner and NJHT of the 100% Construction Documents, the Contractor shall provide up to eight (8) printed sets of reproducible Construction Documents (complete drawing sets and bound Project Manuals) to the Owner for use in distributing documents to the bidders. The Contractor shall provide cover-to-cover electronic PDF files of the drawings sets and Project Manual to the Owner's Representative via e-mail or FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.

The Contractor shall prepare for and attend one (1) pre-bid conference with bid respondents at the job site.

The Contractor shall written responses to questions from bid respondents regarding the Contractor designs and prepare up to one (1) addendum for the bid documents.

Task Item 2. Construction Phase Services

An allowance of forty (40) hours is allocated for this task item. The hours will be budgeted by the Contractor and the Owner's Representative prior to the initiation of construction and will be applied to the construction schedule to be developed by the constructor of the facility.

The Price Schedule provided by the Contractor shall include one line item providing a fixed hourly rate for Construction Phase Support Services, including all labor, material, equipment and all other costs, as required by this Scope of Services.

The following items are included under this Task Item:

- The Contractor shall attend one (1) pre-construction meeting (allowance: 4 hours) to review the project schedule, submittal requirements, construction sequencing and other relevant construction procedures with the Owner's Representative and the constructor of the facility.
- The Contractor shall attend construction project update meetings with the Owner's Representative and the construction contractor either at Trenton City Hall or at the project site throughout the course of construction to review progress and work schedules and discuss construction issues. The number of meetings and schedule of the meetings shall be established by the Contractor and Owner's Representative to meet project requirements and allotted budget.
- The Contractor shall review and provide written comment within ten (10) calendar days on submittals provided by the Owner's Representative including written requests for information (RFI), work plans, shop drawings, material submittals and as-built drawings.
- The Contractor shall provide on-site project representation during construction from time-to-time to review construction progress, record observations, verify that design and

materials specifications are being met, report deviations from design documents, and provide field clarifications.

- At the request of the Owner's Representative, the Contractor shall revise drawings and specifications as necessary to address new conditions that may be identified during construction.
- The Contractor shall assist in Project close-out tasks including review of punch lists prepared by the Owner's Representative and confirming attainment of Substantial Completion.

Task Item 3: Archaeological Services

The Contractor shall designate a professional Archaeologist meeting The Secretary of the Interior's Standards to complete all required activities under this task item. The Owner and NJHT reserve the right to approve the Archaeologist designee.

The Archaeologist shall conduct a Phase 1A Archaeological Documentary Survey including literature review and archaeological sensitivity assessment of Mill Hill Park, focusing especially upon the Property, the Jackson Street Bridge and areas that will undergo sub-surface disturbance as a result of construction.

The Phase 1A Archaeological Documentary Survey shall be conducted in accordance with the New Jersey Historic Preservation Office *Guidelines For Phase I Archaeological Investigations: Identification of Archaeological Resources*, and include, at minimum, background research into relevant agency files, historic maps and aerials, and secondary sources; site inspection; identification of previously documented archaeological resources and evaluation of archaeological potential.

The Archaeologist shall include in their literature review the report "The Assunpink Creek in Mill Hill: A History and Consideration of Historic Interpretive Opportunities" (2002) prepared by Hunter Research, Inc., Trenton, New Jersey (the full report is available on-line at: <http://www.trentonhistory.org/Documents/MillHillReport.html>) and include analysis of relevant historic documents and any prior archaeological studies that address Mill Hill Park.

Note: Rehabilitation work for the Jackson Street Bridge to be completed by others is planned to coincide with the rehabilitation of the Property. The Owner shall provide to the Contractor and Archaeologist inspection reports and information regarding the planned scope of work at the Jackson Street Bridge so that this planned work may be included by the Archaeologist in the analysis for the Phase I A Survey.

The Archaeologist shall review the project plans for the Property and the planned scope of work for the Jackson Street Bridge to determine the potential impact of the planned construction at the Property and the Jackson Street Bridge on sensitive historical resources.

Upon completion of the investigation, the Archaeologist shall prepare a Phase 1A Archaeological Documentary Survey Report describing the results of the investigation; and

recommendations and estimated costs for any further archaeological investigation that should be done prior to construction at the Property and the Jackson Street Bridge.

The Phase I A Archaeological Report shall be submitted to the Owner and NJHT in draft for review and comment prior to finalizing. The Contractor shall then incorporate comments from the Owner and NJHT into the documents and resubmit them to the Owner and NJHT for approval to finalize.

The draft and final deliverables provided by the Contractor to the Owner and NJHT shall include the following:

- Electronic file containing “cover-to-cover” copy of the entire report in correct page order including all text, tables, figures, photos, and appendices in Acrobat PDF format.
- Electronic files (*Word, Excel, AutoCAD* etc.) containing all source files of text, tables, figures, maps, photographs, and other materials used to generate the submittal.
- Three (3) bound printed copies of the entire submittal.

The electronic files shall be made available to the Owner’s Representative via email or FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.

The Contractor and Archaeologist and all others of the Contractor’s team required to attend shall prepare for and conduct at least one (1) meeting with the Owner and NJHT at Trenton City Hall or other location to be selected by the Owner to discuss the review comments of the report. Review comments from the meeting shall be incorporated into the final report.

The Archaeological Services should be completed within one hundred and twenty (120) days of Notice to Proceed.

Task Item 4: Historic Interpretive Design Services

The Contractor shall develop an historic interpretive signage program interpreting the history of the Property as well as Mill Hill Park’s historic significance and development history. The program shall also include the development of signs and permanent markers that interpret and direct city residents, park visitors and tourists to Trenton’s other major Revolutionary War and historic attractions, including the Old Barracks and the Trenton Battle Monument; to the locations of other important events associated with the First and Second Battles of Trenton; and to regional sites and destinations of significance within the Crossroads of the American Revolution National Heritage Area.

The signage program shall include the Jackson Street Bridge, which is located in Mill Hill Park approximately 500 feet south and west of the Property at the Assunpink Creek. The Jackson Street Bridge is a decommissioned road bridge now open only to pedestrian traffic. The Bridge provides access across the Assunpink Creek and contributes to Mill Hill Park’s visual character.

The Bridge is a Pratt Truss structure erected in 1888; it was originally fabricated by the New Jersey Steel and Iron Company at their plant in South Trenton. The Bridge was listed as a contributing element to the Mill Hill Historic District's entry into the National Register of Historic Places in 1977.

The historic interpretive signage program shall include a preliminary project design report addressing the historic themes recommended for interpretation, the selection of appropriate locations for signage/display fixtures and the identification of the appropriate numbers of displays. The preliminary project design report shall be included in the design package for the schematic design phase (see Task Item 1).

Following review and approval of the recommendations by the Owner and NJHT, the Contractor will provide a sign design, layout and all text and images as required and include all documentation in the Construction Documents necessary for the production and installation of the permanent markers and interpretive signage.

Alternate 1: Improvements to Rear-Entry Ramp

An ADA-compliant entry ramp was constructed at the rear of the Property in 2011. The Contractor shall include in the Construction Documents drawings and specifications to secure the entrance to the ramp with a gate or other improvement and/or remove landscaping and construction to open the ramp to full view of the park. This work shall be included in all three phases of the design work (schematic design, design development, and 100% construction documents) as defined in the Description of Work, the General Requirements, and Task Items 1 & 2.

Photographs of the rear of the Property showing the rear-entry ramp are provided in the Appendix.

Proposal Requirements

Proposals must include all materials required by this RFP and address the requirements of the RFP in the exact order set forth below. They should be as concise as possible and must not contain any promotional, advertising or display material. Failure to comply with any of the items listed in the Proposal Requirements is a basis for rejection of the proposal. All proposals must include the following information:

1. Letter of Transmittal

Include the firm's understanding of the work to be performed; state why the firm believes itself to be the best qualified to perform the services requested; state the Management Contact (representative authorized to sign an agreement for the firm) and Project Manager (person responsible for day-to-day management of the project).

2. Table of Contents

Include a clear identification of the material by section and by page number.

3. Project Personnel

Proposals must identify by name the lead Contractor, subcontractors and key professional staff that will be assigned to carry out the work, and a listing of their qualifications and areas of expertise, copies of relevant licenses and certifications, and proposed project responsibilities. Key project team members may not be replaced except with express written consent of the Owner.

4. Scope of Services

Proposals must address all items set forth in the "Contractor Scope of Services". The proposals must provide a detailed plan demonstrating the respondent's approach and methodology and how the respondent shall complete all requirements of each item and comply with applicable law and regulation.

Proposals should provide a detailed schedule with project sequencing, including suggested payment milestones, and demonstrate agreement to work on a timely and interactive basis with the Owner.

The methods and procedures, materials and equipment, and all subcontractors and professionals that shall be used to complete each task item must be provided in detail to demonstrate the respondent's technical understanding and regulatory requirements of the work.

Additional information which, in the opinion of the respondent, should be included must be clearly identified.

5. Price Schedule

Proposals must include a company price schedule listing all personnel, equipment and material categories that may be used on the project indicating a description of the item, the units of delivery and cost per unit item. The price schedule must be provided on the respondent firm's letterhead and be signed and dated by a manager authorized to provide such information. The Price Schedule shall include one line item providing a fixed hourly rate for Construction Phase Support Services, including all labor, material, equipment and all other costs, as required by this Scope of Services.

6. References

Proposals must include details of the respondent firm's relevant experience and competence to perform the required work, particularly as it relates to the stated goals of this Project. The bidder shall demonstrate successful experience in the restoration of historic buildings using The Secretary of the Interior's Standards for the Treatment of Historic Properties on at least two (2) projects of similar size and scope of work as the subject project within the past five (5) years, at least one of which was reviewed and

approved by a state Historic Preservation Office, the New Jersey Historic Trust, or the historic review body of a county or municipal authority..

7. Exceptions to the RFP

Any modifications or revisions to the Scope of Services, required task categories or proposed schedule that could improve or facilitate the completion of the project should also be included in the proposal. Proposals should identify any increase or decrease in the level of effort associated with the modification. Proposals should discuss any potential difficulties, delays, or variances in carrying out the work.

8. Submittals and Certifications

Respondent must provide all submittals and certifications required by the RFP. These include (but may not be restricted to) a copy of current New Jersey Business Registration; completed, signed and notarized copies of the Non-Collusion Affidavit and Stockholder Disclosure Certification; and completed and signed copies of the Affirmative Action Compliance Notice and Federal Disbarment Certification Form.

Respondent must provide a copy of an insurance certificate listing the amount of the firm's current coverage.

The respondent must complete the Price Form. The form must be signed and dated by respondent.

9. Electronic Submittal on CD

Along with the original copy of the submittal and five (5) additional copies with original signatures as required by this RFP, the respondent should include the entire cover-to-cover submittal as a PDF document on CD. The CD should be professionally labeled with the name of the respondent firm, RFP name and RFP number.

Evaluation, Review and Selection

Rejection of Proposals

The Owner expressly reserves the right, at its sole and absolute discretion, to modify, alter, or waive any provisions or informalities of this RFP and to reject any submission which, in the sole judgment of the Owner, is not in compliance with the terms of the RFP or any part thereof, or which is deemed in the best interest of the Owner, or terminate the selection process at any time.

The Owner reserves, in its sole discretion, the right to waive minor elements of non-compliance of any firm's submission with regard to the requirements outlined in this RFP.

The Owner reserves the right to proceed or not to proceed with any portion of the project, in the order and strictly as needed, based solely on the determination of the Owner.

Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. All criteria will be used to select the successful respondent.

Proposals must address all task items set forth in the “Contractor Scope of Services” and in the order in which they appear. Additional information which, in the opinion of the respondent, should be included must be clearly identified. The methods and procedures, materials and equipment, and all subcontractors and professionals that shall be used to complete each task item must be provided in detail to demonstrate the respondent’s technical understanding and regulatory requirements of the work.

- Understanding of the Requested Work. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.
- Knowledge and Technical Competence. This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.
- Management, Experience and Personnel Qualifications. Expertise of the respondent firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.
- Ability to Complete the Services in a Timely Manner. This is based on the estimated duration of the tasks and the respondent’s ability to accomplish these tasks as stated.
- Price. Price shall be based on the fee schedule submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the Owner before such work is initiated. The Owner shall pay for such approved services, at the rate or cost agreed upon between the Owner and Contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

Proposals from qualified firms shall be scored using the following criteria:

Item No.	Criteria description	Percent
1	Understanding the requested work.	25%
2	Knowledge and technical competence.	15%
3	Management, experience and personnel qualifications.	15%
4	Ability to complete the services in a timely manner.	10%
5	Price.	35%
TOTAL		100%

[PRICE FORM ON FOLLOWING PAGE]

PRICE FORM

**Professional Architectural Services
For
Rehabilitation of the Alexander Douglass House
Mill Hill Park At E. Front & Montgomery Streets
Trenton, New Jersey**

An Officer of the Respondent Firm must sign and date this Price Form and return with the proposal.

Description	Unit	Qty.	Unit price (\$)	Total (\$)
General Requirements and Task Item 1 Architectural Design Services: including Schematic Design Phase, Design Development Phase, Construction Documents and Bid Support.	LS	1		
Task Item 2: Construction Phase Support Services	HR	40		
Task Item 3: Archaeological Services	LS	1		
Task Item 4: Historic Interpretive Design Services	LS	1		

On the lines below, insert the Total Price for the entire Scope of Services (not including Alternates) including General Requirements, Architectural Design Services (including Schematic Design Phase, Design Development Phase, Construction Document Phase and Bid Support), and Construction Phase Support Services.

Total Amount in words

\$ _____

Total Amount in numbers

Alternates

Description	Unit	Qty.	Unit price (\$)	Total (\$)
Alternate 1: Improvements to ADA Ramp at Rear of Property	LS	1		

On the lines below, insert the Total Price for Alternate 1

Total Amount in words

\$ _____

Total Amount in numbers

The undersigned proposes to furnish and deliver the above goods/services pursuant to the RFP and made part hereof. The price provided in the Price Form shall include all equipment, materials, supplies, labor, subcontractor's fees, per diem, overhead, insurance, profit, taxes, shipping fees, warranties, submittal preparations, conformance with health and safety protocols, compliance with all regulations and other incidentals required to complete the Work as described in the Scope of Services.

Company Federal ID #

Address

Signature of Authorized Agent

Print Name

Title

Date

Telephone Number

E-mail Address

PROPOSAL

The undersigned respondent declares that he/she has read the Notice of Request for Proposal, Instructions to Respondents, Affidavits and Scope of Services, Requirements, Evaluation Criteria attached, that he/she has determined the conditions affecting the proposal agrees, if this proposal is accepted, to furnish and deliver the following:

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

_____ having its principal office at _____

COMPANY: _____

ADDRESS: _____

FED. ID No.: _____

NAME: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

DATE: _____

INSTRUCTIONS TO RESPONDENTS

I. SUBMISSION OF PROPOSALS

A. City of Trenton, Mercer County, New Jersey (hereinafter referred to as "OWNER") invites sealed proposals pursuant to the Notice to Respondents.

B. Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Respondents, and at such time and place will be publicly opened and read aloud.

C. The proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER as follows: City of Trenton, Division of Purchasing, City Hall Annex, First Floor, 319 East State Street, Trenton, NJ 08608 (2) bearing the name and address of the proponent written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and/or proposal # being proposal.

D. It is the proponent's responsibility to see that proposals are presented to the OWNER on the hour and at the place designated. Proposals may be hand delivered or mailed; however, the OWNER disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.

E. Sealed proposals forwarded to the OWNER before the time of opening of proposals may be withdrawn upon written application of the Proponent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they must remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably typewritten. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal.

G. Each proposal form must give the full business address of the Proponent and be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Respondents must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and

placement at locations specified by the OWNER. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

- I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

II. INTERPRETATION AND ADDENDA

A. The Proponent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the OWNER. The Proponent accepts the obligation to become familiar with these specifications.

B. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Respondent should be promptly reported in writing to the appropriate official. In the event the Proponent fails to notify the OWNER of such ambiguities, errors or omissions, the Proponent shall be bound by the proposal.

C. No oral interpretation of the meaning of the specifications will be made to any Proponent. Every request for an interpretation shall be in writing, addressed to the OWNER'S representative stipulated in the proposal. In order to be given consideration and timely issuance of addenda, if any, for all proposals other than construction and municipal solid waste collection and disposal service, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the proposals Saturdays, Sundays, and holidays excepted; and for construction work proposals, written requests for interpretation must be received at least nine (9) days, Saturdays, Sundays and holidays excepted prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Respondents, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the Proponent in the proposal. The OWNER'S interpretations or corrections thereof shall be final.

D. DISCREPANCIES IN PROPOSALS

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks **are not** considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

III. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

A. Brand names and/or descriptions used in this proposal are to acquaint Respondents with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the Proponent on a separate sheet and submitted with the proposal form. Vendor's literature WILL NOT suffice in explaining exceptions

to these specifications. In the absence of any changes by the Proponent, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the Proponent to demonstrate the equivalency of item(s) offered. The OWNER reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

C. In submitting its proposal, the Proponent certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful Proponent shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the OWNER harmless from any damages resulting from such infringement.

D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.

E. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

IV. INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIREMENTS

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the Proponent covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$500,000.

2. GENERAL LIABILITY INSURANCE

This insurance shall have limits of not less than \$1,000,000 combined single limit and \$2,000,000 aggregate, and shall be maintained in force during the life of this contract by the Proponent.

3. AUTOMOBILE LIABILITY INSURANCE

This insurance covering Proponent for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000. Limit shall be maintained in force during the life of this contract by the Proponent.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

C. INDEMNIFICATION

Successful Proponent will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the Proponent, the Proponent's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

V. PREPARATION OF PROPOSALS

A. The OWNER is exempt from any local, state or federal sales, use or excise tax.

B. ESTIMATED QUANTITIES (OPEN-END CONTRACTS)

The OWNER has attempted to identify the item(s) and the estimated amounts of each item proposal to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for proposal. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Successful Proponent shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall include this cost in the proposal price agreement.

VI. STATUTORY AND OTHER REQUIREMENTS

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

1. PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. CONSTRUCTION CONTRACTS

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201- available upon request from the Affirmative Action Office) for any contract award that meets or exceeds the proposal threshold.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of proposals and services is prohibited. The successful Proponent is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful Proponent is obligated to comply with the Act and to hold the OWNER harmless.

C. PREVAILING WAGE ACT (WHEN APPLICABLE)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful Respondent on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

D. STOCKHOLDER DISCLOSURE

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the proposal.

E. THE NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the proposal.

G. PROPOSAL DOCUMENT CHECKLIST

Pursuant to NJSA 40A:11-23.1, the proposal document checklist must be completed and submitted with your proposal.

H. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Pursuant to P.L. 1999, c.238 (C.34:11-56.48 et seq), no contractor shall proposal on any contract for public work as defined in section 2 of P.L.1963,c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a proposal for the contract unless the subcontractor is registered. Applications for registration are available from: NEW JERSEY DEPARTMENT OF LABOR, DIVISION OF WAGE AND HOUR COMPLIANCE, PO BOX 389, TRENTON, NJ 08625-0389. The contractor shall submit a copy of the registration certificate with their proposal. Failure to submit the certificate may be cause for rejection of the proposal. Each contractor shall, after the proposal is made and prior to the awarding of the contract, submit to the City of Trenton the certificates of registration for all subcontractors listed in the proposal.

I. BUSINESS REGISTRATION OF PUBLIC CONTRACTORS (PRIOR TO AWARD)

Pursuant to P.L. 2004, c 57 (Chapter 57) NJSA 52:32-44, all prospective Respondents (as well as any subcontractors) must provide proof of State of New Jersey business registration prior to

the award of the contract. Proof of business registration shall be a copy of a Business Registration Certificate issued by the New Jersey Department of the Treasury, Division of Revenue.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS FOR CONSTRUCTION CONTRACTS

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

New Jersey Business Registration Requirements for Non-Construction Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

J. CONFLICT OF INTEREST

In accordance with 40:69A-163 no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed for the municipality.

VII. METHODS OF AWARD

A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.

B. The OWNER may award the work on the basis of the Base Proposal, combined with such Alternates as selected, until a net amount is reached which is within the funds available.

C. If the award is to be made on the basis of Base Proposals only, it will be made to that responsible Proponent whose Base Proposal, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Proposal with Options, it will be made to that responsible Proponent whose net proposal on such combination is the lowest.

D. The OWNER may also elect to award the work on the basis of line items or unit prices.

E. The successful Proponent will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

F. Pursuant to NJSA 40A:11-13(b), the OWNER reserves the right to consider the Proponent's physical proximity to Trenton City Hall, 319 East State Street, Trenton, NJ, in awarding the contract when it is determined that the location of the Proponent's business is a requisite to the efficient and economical performance of said contract.

G. Pursuant to NJSA 40A:11-24, the OWNER shall award the contract or reject all proposals within the time as may be specified, but in no case more than 60 days, except that the proposals of any Respondent who consent thereto may, at the request of the contracting unit, be held for consideration for a longer period as may be agreed.

H. The OWNER may award the work in whole or in part whichever is most advantageous to the OWNER.

VIII. REJECTION OF PROPOSALS

A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

B. MULTIPLE PROPOSALS NOT ALLOWED

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

C. UNBALANCED PROPOSALS

Proposals which are obviously unbalanced may be rejected.

D. UNSATISFACTORY PAST PERFORMANCE

Proposals received from Respondent who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.

E. FAILURE TO ENTER CONTRACT

Should the Proponent, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the OWNER may then, at its option, accept the proposal of the next lowest responsible Proponent.

F. The lowest proposal substantially exceeds the estimates for goods and services.

G. The OWNER decides to abandon the project.

H. The OWNER decides to substantially review the specifications.

I. The purposes or provisions or both of P.L. 1971,c.198 (D.40A:11-1 et seq) are being violated;

J. The OWNER decides to utilize the State authorized contract pursuant to section 12 of P.L.1971,c.198(C.40A:11-12).

IX. TERMINATION OF CONTRACT

A. If, through any cause, the successful Proponent shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall there upon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.

C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.

D. In case of default by the successful Proponent, the OWNER may procure the articles or services from other sources and hold the successful Proponent responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.

X. CONTRACT EXTENSION FOR SERVICE CONTRACTS

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend any contract for services other than professional services, the statutory length of which contract is for three years or less. Such contracts shall be limited to no more than one two-year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1),(9),(12),(16),(17),(18), (19),(24),(30),(31),(34),(35),(36)and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

PUBLIC CONTRACTING REFORM ORDINANCE

Be It Enacted by the City of Trenton, County of Mercer;

Preamble

WHEREAS, large political contributions from those seeking or performing contracts with a municipality, raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices;

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40:11A-51) a municipality is authorized to adopt by ordinance measures limiting the awarding of public contracts to business entities that have made political contributions and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Trenton desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Trenton to create a such a regulation which states that a business entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Trenton; and

BE IT ORDAINED by the City of Trenton, in the County of Mercer, and State of New Jersey, as follows:

SECTION 1 – PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (a) To the extent that it is not inconsistent with state or federal law, the City of Trenton and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is used at N.J.S.A. 40:11A-51(a)(i) and/or banking, insurance or other consulting service (hereinafter "professional services") from any professional business entity if such professional business entity has solicited or made any contribution (as such term is defined at N.J.A.C. 19:25-1.7, which definition includes loans, pledges and in-kind contributions) (hereinafter "contribution"), to (i) a candidate or joint candidates committee of any candidate for elective municipal office in Trenton or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Trenton or Mercer County political party committee, or (iii) to any political action committee that regularly engages in the support of Trenton municipal or Mercer county elections and/or Trenton municipal or Mercer county political parties or Trenton municipal or Mercer County political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (d) within one calendar year immediately preceding the date of the contract or agreement.
- (b) No professional business entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Trenton or any of its departments or instrumentalities, for the rendition of professional services shall knowingly solicit or make any contribution, to: (i) a candidate or joint candidates committee of any candidate for elective municipal office in Trenton or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Trenton or Mercer County political party committee, or (iii) to any political action committee ("PAC") that regularly engages in the support of Trenton municipal or Mercer County elections and/or Trenton municipal or Mercer County political parties or Trenton municipal or Mercer County political party committees, between the time of first communication between that professional business entity and the municipality regarding a specific agreement for professional services and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance of that contract or agreement.
- (c) For purposes of this Ordinance, a "professional business entity" whose contributions are regulated by sections (a) and (b) hereof means: (i) an individual including the individual's spouse, and any child/children living at home; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (c) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children living at home; (d) all partners or officers of such an entity, in the aggregate, and their spouses and child/children living at home; and (e) all persons who are an "affiliate" of a person as defined in sections (i) and (ii) above (as such term is used in 11 U.S.C. § 101(2)).
- (d) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 each for any purpose to any candidate for mayor or governing body, or \$300 to a political party committee of the City of Trenton; (ii) \$500 to a Mercer County political party committee or to any PAC. However, any group of persons meeting the definition provided in section (c) above of "professional business entity" may not annually contribute for any purpose in excess of \$2,500 to all City of Trenton candidates and officeholders with ultimate responsibility for the award of the contract and all City of Trenton or Mercer County political party committees and PACs combined, without violating subsection (a) of this section.
- (e) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:
 - (1) The City of Trenton Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body.
 - (2) The Mayor of the City of Trenton, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

SECTION 3 - CONTRIBUTION STATEMENT BY PROFESSIONAL BUSINESS ENTITY

- (a) Prior to awarding any contract or agreement to procure professional services from any professional business entity the City of Trenton or its purchasing agents and departments, as the case may be, shall receive a sworn statement from the intended recipient of said contract that he/she/it has not made a contribution in violation of Section 1 of this Ordinance.
- (b) The recipient of said contract shall have a continuing duty to report any violations of this Ordinance that may occur during the negotiation, proposal process or duration of a contract's performance. The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Trenton, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SECTION 4 - RETURN OF EXCESS CONTRIBUTIONS

A recipient of a contract for professional services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the general election which follows the date of the contribution, the contract recipient notifies the municipality in writing and seeks and receives reimbursement of the contribution from the recipient of such excess contribution.

SECTION 5 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 *et seq.*

SECTION 6 - PENALTY

- (a) It shall be a material breach of the terms of a City of Trenton agreement or contract for professional services when a recipient of such agreement or contract has: (i) made or solicited a contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a contribution given or received; (iii) made or solicited contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) made or solicited any contribution on the condition or with the agreement that it will be re-contributed to a candidate or joint candidates committee of any candidate for elective municipal office in Trenton or any Trenton or Mercer County political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the professional business entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (b) Furthermore, any professional business entity that violates Section 6 (a) ii-viii shall be disqualified from eligibility for future City of Trenton contracts for a period of four calendar years from the date of the violation.

SECTION 7 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

SECTION 8 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

SECTION 9 - EFFECTIVE DATE

This Ordinance shall become effective twenty (20) days following the earlier of (a) final adoption thereof by the Municipal Council of the City of Trenton or (b) the date on which the passage of this Ordinance as a public question is certified pursuant to N.J.S.A. 19:20-9 or other applicable law, and shall be published as required by law.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2____	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

STATE OF NEW JERSEY :
 : ss.
COUNTY OF _____ :

_____, being of full age, duly sworn according to law,
deposes and says:

1. No contribution has been made in violation of Section 1 of the Public Contract Reform Ordinance adopted by the voters of the City of Trenton on November 7, 2006.

(A copy of the ordinance is attached hereto and contributions made prior to November 27, 2006 do not give rise to a violation of the ordinance.)

2. I am familiar with the penalties set forth in Section 6 of the ordinance.

3. The foregoing statements made by me are true to the best of my knowledge and belief.

I am aware that if any of the foregoing statements made by me are willfully false I am subject to punishment.

BY: _____

Sworn to and subscribed before me
this _____ day of _____,

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

**CITY OF TRENTON
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Proponent hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATED
_____	_____
_____	_____
_____	_____
_____	_____

Acknowledged for: _____
(Name of Proponent)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
N.J.S.A. 10:5-31et seq., N.J.A.C. 17:27**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency proposal threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE
AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127 (N.J.A.C. 17:27)

The following questions must be answered by all Respondents:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES____ NO____

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES____ NO____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

DATE: _____

COMPANY: _____

SIGNATURE _____

TITLE: _____

Note: A contractor's proposal **must** be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

(REVISED 4/10)
EXHIBIT A

MANDATORY EQUAL 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, disability, nationality or sex. Except with respect to affectional or sexual orientation and 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 employment 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 identity 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, advising the labor union of the contractor's commitments 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 does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and 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 principles 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 decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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 following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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.us/treasury/contract_compliance)

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 purposes 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.**

DATE: _____

COMPANY: _____

SIGNATURE _____

TITLE: _____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

DATE: _____

COMPANY: _____

SIGNATURE _____

TITLE: _____

STOCKHOLDER DISCLOSURE CERTIFICATION
(MANDATORY REQUIREMENT)

_____ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

_____ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

_____ Partnership _____ Corporation _____ Sole Proprietorship
_____ Limited Partnership _____ Limited Liability Company _____ Limited Liability Partnership
_____ Subchapter S Corporation _____ Non-Profit Corporation _____ Other _____

**PLEASE CHECK APPROPRIATE STATEMENTS ABOVE AND SIGN BELOW
THIS STATEMENT MUST BE INCLUDED WITH PROPOSAL SUBMISSION.**

Stockholders

Name: _____
Home Address: _____

THIS STATEMENT MUST BE INCLUDED WITH PROPOSAL SUBMISSION

Subscribed and sworn before me
this ____ day of _____, 20__ (Affiant)

(Notary Public)

(Print Name & Title
Affiant)

My Commission expires: _____ (Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in
(name of affiant)

_____ in the County of _____
(name of municipality)

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
(title or position)

_____ the Proponent making this Proposal
(name of firm)

for the proposal entitled _____, and that I executed the said

(title of proposal)

proposal with full authority to do so that said Proponent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting proposals 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

(name of contracting unit)

truth of the statements 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 to
before me this day

_____ 20 .

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____ 20 .

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CHAPTER 25

AN ACT concerning public contracts and supplementing various parts of the statutory law.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

C.52:32-55 Findings, declarations relative to certain public contracts.

1. The Legislature finds and declares that:

a. In imposing sanctions on Iran, the United States Congress and the President of the United States have determined that the illicit nuclear activities of Iran, combined with its development of unconventional weapons and ballistic missiles, and its support of international terrorism, represent a serious threat to the security of the United States and its allies around the world.

b. The International Atomic Energy Agency has repeatedly called attention to Iran's unlawful nuclear activities, and as a result, the United Nations Security Council has adopted four rounds of sanctions designed to compel the Government of Iran to cease those activities and comply with its obligations under the Treaty on the Non-Proliferation of Nuclear Weapons, commonly known as the Nuclear Non-Proliferation Treaty.

c. The human rights situation in Iran has steadily deteriorated since the fraudulent elections of 2009, as evidenced by the brutal repression, torture, murder and arbitrary detention of peaceful protestors, dissidents and minorities.

d. On July 1, 2010, President Obama signed into law the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, which expressly authorizes state and local governments to prevent investment in, including prohibiting entry into or renewing contracts with, companies operating in Iran and includes provisions that preclude companies that do business in Iran from contracting with the U.S. Government.

e. It is the intention of the Legislature to implement this authority granted under Section 202 of the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010.

f. There are moral and reputational reasons for state and local governments to not engage in business with foreign companies that have business activities benefiting foreign states, such as Iran, that pursue illegal nuclear programs, support acts of terrorism and commit violations of human rights.

g. Short-term economic profits cannot be a justification to circumvent even in spirit those international sanctions designed to thwart Iran from developing nuclear weapons.

h. The concerns of this Legislature regarding Iran are strictly the result of the actions of the government of Iran and should not be construed as enmity toward the Iranian people.

C.52:32-56 Definitions relative to certain public contracts.

2. As used in this act:

a. "State agency" means any of the principal departments in the Executive Branch of the State government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency which is authorized by law to award public contracts.

b. "Energy sector" of Iran means activities to develop, invest in, explore for, refine, transfer, purchase or sell petroleum, gasoline, or other refined petroleum products, or natural gas, liquefied natural gas resources or nuclear power in Iran.

c. "Financial institution" means the term as used in Section 14 of the Iran Sanctions Act of 1996, Section 14 of Pub.L.104-172 (50 U.S.C. 1701 note).

d. "Iran" means the government of Iran, and includes the territory of Iran and any other territory or marine area, including the exclusive economic zone and continental shelf, over which the government of Iran claims sovereignty, sovereign rights, or jurisdiction, provided that the government of Iran exercises partial or total control over the area or derives a benefit from economic activity in the area pursuant to international arrangements.

e. "Person or entity" means any of the following:

(1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group.

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3).

(3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

f. For the purposes of this act, a person engages in investment activities in Iran, if:

the person provides goods or services of \$20,000,000 or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

the person is a financial institution that extends \$20,000,000 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to subsection b. of section 3 of this act as a person engaging in investment activities in Iran as described in subsection a. of section 3 of this act.

The State Treasurer shall adopt regulations that reduce the amounts provided for in this subsection if the State Treasurer determines that such change is permitted or required under Section 202 of the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010.

C.52:32-57 Certain persons, entities prohibited from bidding on certain public contracts, maintenance of list.

3. a. A person or entity that, at the time of bid or proposal for a new contract or renewal of an existing contract, is identified on a list created pursuant to subsection b. of this section as a person or entity engaging in investment activities in Iran as described in subsection f. of section 2 of this act, shall be ineligible to, and shall not, bid on, submit a proposal for, or enter into or renew, a contract with a State agency for goods or services.

b. Within 90 days of the effective date of this act, the Department of the Treasury shall, using credible information available to the public, develop a list of persons or entities it determines engage in investment activities in Iran as described in subsection f. of section 2.

c. The department shall update the list every 180 days.

d. Before finalizing an initial list pursuant to subsection b. of this section or an updated list pursuant to subsection c. of this section, the department shall do the following before a person or entity is included on the list:

(1) Provide 90 days' written notice of its intent to include the person or entity on the list. The notice shall inform the person or entity that inclusion on the list would make the person or entity ineligible to bid on, submit a proposal for, or enter into or renew, a contract for goods or services with a State agency; and

(2) Provide a person or entity with an opportunity to comment in writing that it is not engaged in investment activities in Iran. If the person or entity demonstrates to the department that the person or entity is not engaged in investment activities in Iran as described in subsection f. of section 2 of this act, the person or entity shall not be included on the list, unless the person or entity is otherwise ineligible to bid on a contract as described in paragraph (3) of subsection a. of section 5 of this act.

(3) The department shall make every effort to avoid erroneously including a person or entity on the list.

C.52:32-58 Certification required.

4. a. A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract to certify, at the time the bid is submitted or the contract is renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 of this act as a person or entity engaging in investment activities in Iran described in subsection f. of section 2 of this act.

b. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.

c. In the event that a person or entity is unable to make the certification required because it or one of its parents, subsidiaries, or affiliates as defined in subsection e. of section 2 of this act has engaged in one or more of the activities specified in subsection f. of section 2 of this act, the person or entity shall provide to the State agency concerned, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury.

d. The certifications provided under subsection a. of this section and disclosures provided under subsection c. of this section shall be disclosed to the public.

C.52:32-59 False certification, penalties.

5. a. If the department determines, using credible information available to the public and after providing 90 days' written notice and an opportunity to comment in writing for the person or entity to demonstrate that it is not engaged in investment activities in Iran, that the person or entity has submitted a false certification pursuant to section 4 of this act, and the person or entity fails to demonstrate to the department that the person or entity has ceased its engagement in the investment activities in Iran within 90 days after the determination of a false certification, the following shall apply:

(1) Pursuant to an action under subsection b. of this section, a civil penalty in an amount that is equal to the greater of \$1,000,000 or twice the amount of the contract for which the false certification was made.

(2) Termination of an existing contract with the State agency as deemed appropriate by the State agency.

(3) Ineligibility to bid on a contract for a period of three years from the date of the determination that the person or entity submitted the false certification.

b. The department shall report to the New Jersey Attorney General the name of the person or entity that the State agency determines has submitted a false certification under section 4 of this act, together with its information as to the false certification, and the Attorney General shall determine whether to bring a civil action against the person or entity to collect the penalty described in paragraph (1) of subsection a. of this section.

Only one civil action against the person or entity to collect the penalty described in paragraph (1) of subsection a. of this section may be brought for a false certification on a

contract. A civil action to collect such penalty shall commence within three years from the date the certification is made.

C.52:32-60 Written notice to Attorney General.

6. The Governor shall submit to the Attorney General of the United States a written notice describing this act within 30 days after its effective date.

C.40A:11-2.1 Civil action brought on behalf of local contracting unit.

7. a. A local contracting unit as defined in and subject to the provisions of the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.), shall implement and comply with the provisions of P.L.2012, c.25 (C.52:32-55 et al.), except that the contracting unit shall rely on the list developed by the State Department of the Treasury pursuant to section 3 of P.L.2012, c.25 (C.52:32-57).

b. If the local contracting unit determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L.2012, c.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59). The local contracting unit may also report to the municipal attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

C.18A:18A-49.4 Civil action brought on behalf of board of education.

8. a. A board of education as defined in and subject to the provisions of the "Public School Contracts Law," P.L.1977, c.114 (N.J.S.18A:18A-1 et seq.), shall implement and comply with the provisions of P.L.2012, c.25 (C.52:32-55 et al.), except that the board shall rely on the list developed by the State Department of the Treasury pursuant to section 3 of P.L.2012, c.25 (C.52:32-57).

b. If the board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

The board may also report to the board's attorney the name of that person, together with its information as to the false certification, and the board's attorney may determine to bring such civil action against the person to collect such penalty.

C.18A:64A-25.43 Civil action brought on behalf of county college.

9. a. A county college as defined in and subject to the provisions of the "County College Contracts Law," P.L.1982, c.189 (C.18A:64A-25.1 et seq.), shall implement and comply with the provisions of P.L.2012, c.25 (C.52:32-55 et al.), except that the county college shall rely on the list developed by the State Department of the Treasury pursuant to section 3 of P.L.2012, c.25 (C.52:32-57).

b. If the county college determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4

of P.L.2012, c.25 (C.52:32-58), the county college shall report to the New Jersey Attorney General the name of that person, and the Attorney General shall determine whether to bring a civil action against the person or entity to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

The county college may also report to the county college attorney the name of that person, together with its information as to the false certification, and the county college attorney may determine to bring such civil action against the person to collect such penalty.

10. This act shall take effect immediately but shall apply to contracts awarded or renewed commencing 30 days after the effective date of this act.

Approved July 30, 2012.

**State of New Jersey Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: _____ **Bidder/Offeror:** _____

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. 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 activities 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 attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this 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 also constitute a 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.

CONTRACT AWARD

Upon opening proposals, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE

EMERGENCY SERVICES

In the event of an emergency, Vendor will provide priority service to the City of Trenton.

VENDOR EMERGENCY COMPLIANCE

YES

NO

In the event of an emergency, identify your company procedure for emergency delivery of services should your facility be affected by a critical disruption:

**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ARCHITECTURAL SERVICES
FOR
REHABILITATION OF THE ALEXANDER DOUGLASS HOUSE
MILL HILL PARK AT E. FRONT & MONTGOMERY STREETS
TRENTON, NEW JERSEY**

APPENDIX

APPENDIX 1: SITE LOCATION MAP AND DIAGRAM

APPENDIX 2: ALEXANDER DOUGLASS HOUSE DOCUMENTATION

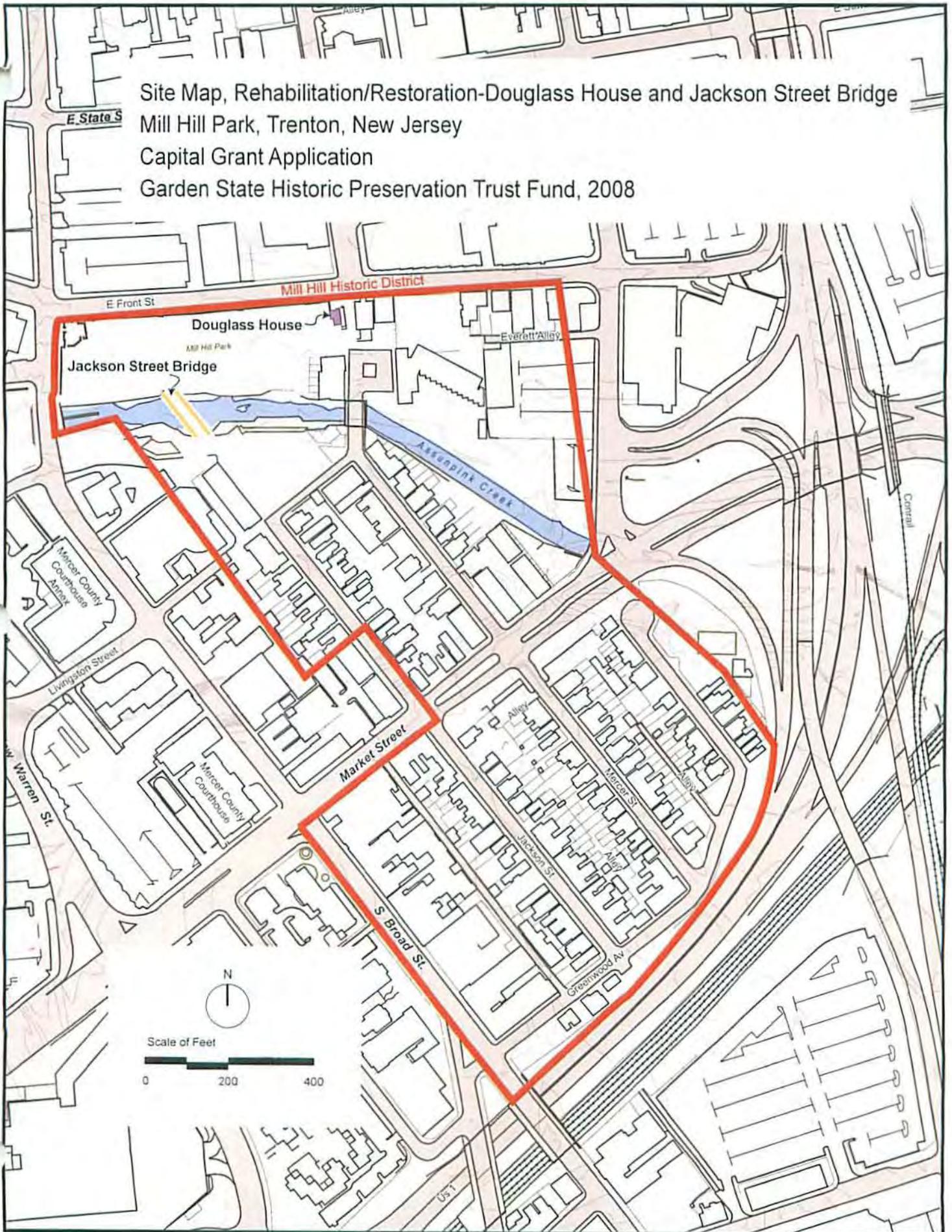
APPENDIX 3: PROJECT SIGN SPECIFICATIONS (NJHT GRANT MANUAL)

APPENDIX 4: NJHT GRANT AGREEMENT – GENERAL TERMS & CONDITIONS

APPENDIX 5: PHOTOGRAPHS OF THE ALEXANDER DOUGLASS HOUSE

APPENDIX 1
SITE LOCATION MAP AND DIAGRAM

Site Map, Rehabilitation/Restoration-Douglass House and Jackson Street Bridge
Mill Hill Park, Trenton, New Jersey
Capital Grant Application
Garden State Historic Preservation Trust Fund, 2008



APPENDIX 2
ALEXANDER DOUGLASS HOUSE DOCUMENTATION

Preservation Plan & Feasibility Study

Alexander Douglass House

**Front and Montgomery Street
Trenton, New Jersey**

Prepared for: The City of Trenton
c/o Rhett Pernot, Museum Director
The Trent House
15 Market Street
Trenton, NJ 08611

Prepared by: Westfield Architects & Preservation Consultants
425 White Horse Pike
Haddon Heights, New Jersey 08035-1706
(856) 547-0465

December 2002

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Introduction

The history of the Alexander Douglass House is a complicated one, with much of the physical evidence of its origins obscured by three moves and the renovations that occurred over time, along with the well-intended (but historically inaccurate) restoration which took place early in the twentieth century. Based on documentary evidence, it is known that Alexander Douglass purchased a lot in the Mill Hill area of Kingsbury, Nottingham Township (now part of Trenton) in 1769. There was a building already standing on the site. It is unlikely that that building, constructed c.1760, still exists in any form, although there is a slight chance that its fabric is hidden in the walls of the rear ell section of the current building. The front section of the building, based on extant interior fabric and the original window configuration, dates to c.1800, still within the period of Douglass' ownership. The roof over the front section was altered in 1870 to create a third floor room in the attic. When the building was moved in 1876 to 478 Centre Street, the rear section was apparently dismantled for the move (at which point people took pieces as souvenirs), while the front part may have been moved intact. The building was moved again in 1925 to Mahlon Stacy Park and underwent a Colonial Revival restoration. The building was maintained and renovated over the years, with documentation of one such period of renovation in 1974 remaining. The building was moved one last time in 1972 to Mill Hill Park and was once again repaired and cleaned up. The building has been used as a house museum since that time.

The net effect of all of this moving and renovating is that the building is in generally good condition, with ordinary repairs and maintenance needed, but it does not much resemble its original appearance and is being incorrectly interpreted to the public. Based on the history of the building, as pieced together from available information, and its current conditions, it was determined that the front section of the building should be restored to its original appearance (as documented in an 1860 photograph) and the house used as a visitors' orientation center with exhibitions and community meetings. The recommendations to incorporate these uses are outlined in the Recommendations for Preservation Chapter and the costs are included in the Preliminary Cost Estimate Chapter. This information should be used by the City of Trenton to guide its efforts to continue the preservation efforts at the Douglass House and to return it to service to the public through its interpretation of the important role Trenton has played in our nation's history.

This project was undertaken by Westfield Architects & Preservation Consultants between August and December 2002, during which time the building was analyzed, extensive research about the building was undertaken, and this report was produced to guide the efforts to preserve the Alexander Douglass House. The objective of this report is to provide a summary of the history and evolution of the Douglass House, a description of the existing appearance, an assessment of existing conditions, photographic documentation of appearance and conditions, an examination of future use options, a preservation philosophy with a scope of work based on

that philosophy, a cost estimate for preservation of the building, and a cyclical maintenance program for its on-going upkeep. The structural engineer's observations are included in Appendix A. The mechanical engineer's observations are included in Appendix B. The team of Westfield Architects & Preservation Consultants was directed by Margaret Westfield, R.A. with assistance from Sheila Koehler for building analysis and report preparation, Barry Goldsmith for documentary research, and Patti Anthony for document production. Additional assistance in the investigations was provided by Suzanne Pentz of Keast & Hood, Structural Engineers, Robert D. Hubbard, P.E., Mechanical Engineer, Theodore H. Nickles, Restoration Contractor/Cost Estimator, and Rhett Pernot, Museum Director of the Trent House, who coordinated our access to the building.

Historical Significance

- **Note: For illustrations of the historic appearance, refer to the Photographic Documentation Chapter.**

History

The Alexander Douglass House has a long and complicated history that is intertwined with the development of Trenton, the Revolutionary War, and the renewed interest in the history of the United States of America that grew during the Colonial Revival period in the late nineteenth and early twentieth centuries. In 1751, the Town of Kingsbury in the Township of Nottingham was laid out south of the Assunpink River (which at the time represented one of Trenton's borders) by Robert S. Hooper. Hooper sold lot no. 9 to Jacob Bright in 1756 for the sum of sixteen pounds proclamation money.¹ The deed between Hooper and Bright makes no mention of a house or structure on the lot.² In 1769, Bright and his wife sold the property to Alexander Douglass for 100 pounds. The deed specifically mentions the messuage or tenement, indicating that a house stood on the property.³ Based on this reliable documentary information, the earliest section of the Alexander Douglass House can be dated to c.1760, during the period of Bright's ownership. Alexander Douglass is presumed to have lived in the house until his death in 1836.

During the Revolutionary War, when the fighting came to Trenton, Douglass, who was a quartermaster in the Revolutionary Army, housed General St. Clair in his home, a fact which is noted in numerous histories of Trenton and the Revolutionary War.⁴ One extensive history on George Washington by historian James Thomas Flexner even describes the house: "His own headquarters at Trenton tavern having been overrun by the British, he called a Council of War in the combined parlor, dining room, and kitchen of the two-story shanty that was the headquarters of St. Clair."⁵ This description is interesting in that it does not describe the building that currently stands in Mill Hill Park, where the parlor would most likely have been described as a parlor only or at most a parlor/dining room, since there is a back room that is presumed to have functioned as a kitchen. However, many early colonial buildings were simply one room over one room, which is what Flexner is describing, which suggests that perhaps the original rear section of the current building was at that time a free-standing structure (the front section not having been built yet). Unfortunately, Flexner did not provide a reference for his description and although he is still alive, he is 94 years of age and no longer able to provide that sort of information.

Douglass continued to live in the house through and after the Revolutionary War. After the war, Douglass put in War Reparations claims for many household goods, including clothing, linens, a horse, a fence, a rake, bedtick and a pillow, flax, mirror, and wool cards.⁶ In 1780, Douglass is listed in tax records as having one house and lot with a value of 15 pounds and seven acres of unimproved land. The next available records are for 1795, when Douglass is listed as having two houses with a value of 30 pounds.⁷ This change is very significant and may represent the construction of the front section of the current house as an independent structure or the construction of another one room-over-one room house that could be the back portion of the existing building. Another suggestive change in Douglass tax records is a jump in the value of his house and lot between 1797, when it lists two houses at 26 pounds and 1802, the next available records, when two houses with a value of 70 pounds are listed.⁸ This may suggest that if the previous change from one house to two does not represent the construction of the front section of the house, that one of the two houses may have been improved by the addition of the front section.

The remaining historic fabric in the front section of the house, including the two original doors (used in the two second floor closets), remaining original doorways between the hallway and the parlor and the hallway and the bedroom, the fireplace mantel and the size of the fireplace, the chairrail, the stair balustrade, and the use of six-over-nine windows on the second floor and six-over-six on the first are all consistent with construction details during the Federal period (1780-1820). There is no physical evidence to support a construction date prior to 1780. In fact, the most likely construction date, based on the physical evidence, is 1790 or later. In addition, construction for the most part came to a halt during the Revolutionary War. Based on the combination of the physical evidence and the documentary supporting evidence, it is believed that the front section of the building was constructed c.1800. This section would have been constructed by Douglass, who owned the property until his death in 1836.

Upon his death, Douglass willed the majority of his estate, which included the house, to his nephew Joseph.⁹ Joseph in turn left the property to his only child, Ann Douglass, who never married. In 1852, Ann sold the house to Augustus Geissenhainer, who sold it to the German Evangelical Lutheran Trinity Church in 1857.¹⁰ The Church used the house as a rectory until 1876. In 1860, the house was photographed with a woman dressed in an authentic Revolutionary War era dress standing on the porch and with one of the first floor windows open. In a letter to the New Jersey Historical Society, the photograph is described by Sara Smith Stafford¹¹. She states that the photograph was staged with a woman acting as a lookout for the British troops while the open window represents the Council of War taking place within the front parlor room. The photograph has a photographer's label on the back with the date May 14, 1860 on it. The house was still located at South Broad Street at that time. The photograph shows a two story configuration to the front section, with six-over-six windows on the first floor and six-over-nine on the second. The first floor windows have three-panel shutters, while shutter hardware is visible on the second floor windows. The clapboard seen in the photograph is not beaded and has varying exposures. An early porch, which appears to be Greek Revival in style, surrounds the front door, while the original roof slope and material (wood shingles) and the original cornice are also visible. Beneath the first floor windows, there

is also a wood bulkhead. A second floor window is clearly visible on the right side elevation. The staging of this photograph represents an early revival of interest in the Revolutionary War.

The house was occupied by the Reverend George F. Gardner and his family from 1859 to 1873. In 1870, the Church decided to improve the building for use by the pastor and his family by altering the slope of the roof, thereby providing room for a room in the attic. This room was then plastered and finished. In addition, it is written that an addition of two rooms, one to serve as a kitchen and one to serve as a study, were built onto the back of the house.¹² It is assumed, but not certain, that the house still retained its earlier rear section when this new addition was constructed. As a result of the alterations, the house has a different appearance in a c. 1870 photograph. The roof slope is lower, but the front and rear walls of the front section are taller. Three small windows were inserted into the knee wall of the third floor to provide light to that room. The previous wood bulkhead was replaced with a flat panel at grade.

In 1876, the Lutheran Church decided to build a new church. The footprint of the new church would extend into the space occupied by the Douglass House, so the building, but not the lot, was put up for sale. It was purchased by J.J. Strasser on September 1, 1876, who had it moved to a lot that he had purchased at 478 Centre Street. According to a 1912 article, memories of older residents of Trenton varied regarding how the building was moved. It appears, but is not certain, that the rear section of the house was dismantled or torn down to accommodate the on-going work for the new church, but the front section was moved in one piece. This scenario accommodates the memories of those who say it was torn down, those who thought it was dismantled and taken over on wagons, and those who remembered it being moved in one piece. It is in accord with a physical examination of the building as well, which reveals no historic fabric in the rear section older than the late nineteenth century, as well as no signs that the woodwork in the front section had been dismantled and reassembled. It is also recorded in the article that material salvaged from the rear section, together with new material, was used to build a separate house on the alley behind the Douglass House. It is not clear from the article whether the salvaged material was from the 1870 addition alone, or whether material from the older rear section may have been used as well. Finally, the article also records that people took bits of the house away as souvenirs during this moving process and that a newspaper of the time noted the discovery of an old-fashioned fireman's hat "between the wall and the chimney" as the house was being dismantled. The hat had, among other things, a date of 1747 on it. If only the rear section of the house was dismantled, the discovery of this hat (if the information in the newspaper is correct) would further support the hypothesis that the rear section of the house was the older section.¹³

The house then stood at 478 Centre Street until 1924. Between 1876 and 1895, it was owned by J.J. Strasser. Strasser sold the property to J.J. Delp on October 1, 1895. Delp, in turn sold the property to The Douglass House Committee on February 10, 1914.¹⁴ Until 1914, the house was apparently occupied by tenants. In his 1912 article, Backes notes that Frank Cassidy and his family were living in the house at the a time.¹⁵ As often happens during periods of non-owner occupancy, the house deteriorated during this period. In a photograph taken while the house was on Centre Street, the woodwork has clearly deteriorated, the porch has been

removed, and a side porch along the west elevation of the rear ell is crumbling. The second floor window on the right elevation has been removed. A standing-seam metal roof has been installed. The window on the west elevation of the rear ell is not the same window on the second floor now, being taller and being located closer to the south edge of the elevation. In lieu of a bulkhead in this location, two basement windows were installed in the new foundation. In the photograph, one of the basement windows is boarded over. The first floor shutters are closed as well, along with third floor shutters, suggesting that the house may have been vacant at the time of the photograph. (If it were taken after 1914, the tenants may have moved out).

Interest in the house began to grow as early as 1901, when an article was published in the December 26, 1901 edition of the *Trenton Evening Times* on the 125th anniversary of Washington crossing the Delaware. Interest continued to grow thanks to the promotion of the house by William Backes, an attorney in Trenton. Soon after, Adjutant General William Sadler took an option to buy the property, which he passed on to the Trenton Catholic Club in 1913. School children from Trenton then raised funds to help the Catholic Club purchase the property. The Club paid \$5,000 for the house and land. They expected to recoup \$3,500 through the resale of the lot once the house had been removed. They raised nearly \$2,000 through a public campaign, of which nearly \$500 came from schools.¹⁶

Despite these efforts, the house was not moved until 10 years later. Interest was again revived in 1923, when William A. Wetzel, principal of Trenton High School collected \$14,699.18 from school children to move the building to Mahlon Stacy Park, which was owned by the City of Trenton.¹⁷ At the same time articles on the history of the house began to appear again, along with an article on furniture purported to belong to Alexander Douglass at the time of the Council of War that would be brought back to the house for display, and another article regarding a woman who claimed to be a descendent of the Douglass family (Backes disputed this claim, noting that that branch of the Douglass line had died out with Ann Douglass).¹⁸

The building was moved the second time on January 24, 1924, as noted by a newspaper photograph with a caption of the house in the process of being moved. The roof had been removed prior to the move, perhaps to accommodate wires, and was reconstructed during the subsequent restoration at the new site. Based on Historic American Building Survey drawings and a HABS photograph, the restoration consisted of reconstructing the roof and cornice, installing new beaded clapboard siding, reconstructing the porch, reconstructing the bulkhead, reinstalling the second-floor side window, replacing the four-panel front door with a six-panel door, replacing the four-panel transom with a two-panel transom, replacing the six-over-six windows on the first floor front elevation with six-over-nine windows (creating an inappropriate historic aesthetic), and installing shutters. Alterations were also made to the rear section, as noted by the change to the south second floor window on the west elevation of the rear section from the previous photograph. The proportions and detailing on the porch are incorrect based on a comparison with the 1860 photograph. On the interior, based on physical investigation, the trim and plaster were repaired, two new doors were made — one for the basement and one for the bathroom, and the window frames and trim in the rear section appear to all date to that

period as well. According to the HABS documentation, the house was opened to the public in 1936.¹⁹

The house remained in Mahlon Stacy Park until 1972, when development pressures due to the growing need for space to accommodate state buildings and associated parking led to the third and final relocation of the building to its current location in Mill Hill Park.²⁰ During a portion of its time in Stacey Park, the house was reportedly used by the Chief of the State House Police, who lived there before it was turned over to the Boy Scouts for use as a headquarters.²¹ In 1974, the house was inspected by the fire inspector, who noted violations of the building codes in effect at that time, as well as other deterioration. He cited the wood shingle roof and frame construction, both of which violated the fire code, rot at the base of the left porch post, separating siding, holes in the roof, a framing problem, a rotted stair stringer (inside) and loose railing, poor plaster conditions throughout (except for the rear bedroom ceiling), and loose and missing floorboards in the attic. A cost estimate for repairs was then created which contained plastering, painting, wiring, flooring repairs, stair reconstruction, moving the basement door, removal of fluorescent lights and installation of period reproduction lighting, HVAC upgrades to a forced air system, and the purchase of a crane and andirons for the rear fireplace, installation of a damper in the rear fireplace, and the removal of the tiles on the hearth of the front fireplace.²² Also, either when the house was moved in 1972 or in 1974, a new plywood deck was constructed for the front porch, the wood porch railings were replaced with metal railings, and the shutters were removed. The wall finishes in the rear ell section appear to be almost entirely drywall, which would suggest that the plaster was replaced in 1974 rather than repaired. The house has been used only for interpretation and small meetings of the Trenton Historical Society in the past thirty years. The house was recently closed due to the trip hazard created by holes in the floor boards.

Over the course of more than two hundred years, the Alexander Douglass House has undergone significant changes. It cannot be said with any certainty that any part of the building where the Council of War took place still remains. Certainly the rear portion does not retain its historical or architectural integrity to any period but 1925. The front section does retain its integrity on the interior to its c.1800 period of construction, and the exterior can be restored, based on historic documentation to that period as well.

Endnotes

1. William J. Backes, "A Neglected Landmark of Great Historic Interest" (*Trenton Sunday Advertiser*, March 3, 1912)
2. Robert S. Hooper to Jacob Bright, Deed, Book T pp.20, 21, 22, found in *Colonial Conveyances, East and West Jersey, 1674-1794, vol. 1 and 2.*

3. Jacob Bright and wife to Alexander Douglass, Deed, Book U, pp.617, 618, 619, 620 (on file at Burlington County Court House)
4. Louise Hewitt (compiler), *Historic Trenton* (Trenton: The Smith Press, 1916), 50-51; William Stryker, *The Battles of Trenton and Princeton* (Boston: Houghton, Mifflin and Company, 1898), 270; Edwin Robert Walker, et al. *A History of Trenton, 1679-1929: Two Hundred and Fifty Years of a Notable Town with Links in Four Centuries, Vol. 1*, (Princeton: Princeton University Press, 1929), 178; and, Major E.M. Woodward and John F. Hageman, *History of Burlington and Mercer Counties, New Jersey, with Biographical Sketches of Many of their Pioneers and Prominent Men* (Philadelphia: Everts & Peck, 1883), 670
5. James Thomas Flexner, *George Washington in the American Revolution, 1776-1783* (New York: Little, Brown and Company, 1967), 183
6. "Inventory of the Goods and Effects of Alexander Douglass Plundered and Destroyed by the Troops of the British Army in Dec. 1776" (War Reparations Records), 159, claim No.307 (on file at the New Jersey State Archives)
7. Tax Ratables, Books #290 and 291 (on file at the New Jersey State Archives)
8. Tax Ratables, Books # 293 and 294 (on file at the New Jersey State Archives)
9. Alexander Douglass, Will, October 9, 1835 (on file at the Burlington County Surrogates Office)
10. Ann Douglass to Augustus Geissenhainer, Deed, Book V, pp.516, 517 (on file at Mercer County Court House); Augustus Geissenhainer and wife to the German Evangelical-Lutheran Trinity Church of Trenton, NJ, Deed, Book 36 p.502, 503 (on file at Mercer County Court House)
11. Sara Smith Stafford to New Jersey Historical Society (printed in *Proceedings of New Jersey Historical Society*, Vol. 9, 140)
12. Backes, "A Neglected Landmark of Great Interest"
13. Ibid.
14. John J. Strasser to James Delp, Deed, Book 204, pp.154,155 (on file at Mercer County Court House); James A.H. Delp and wife to The Douglass House Committee, Deed, Book 365, pp.460,461,462 (on file at Mercer County Court House)

15. Backes; Sally Lane, "An oft-moved house that hosted history" (*Trenton Times*, July 19, 1981); "Committee Named on House Removal" (*Gazette*, November 26, 1913); and, "Title Taken to Douglass House" (no Name, no Date)
16. Lane, "An oft-moved house that hosted history"
17. "Strategic Move that Turned Revolutionary War and Gave to America Her Independence Was Decided Upon in Douglass House Here" (no Name, no Date); Elma Lawson Johnston, "Douglass House, When Removed, Will Contain Chair and Table Used During Trenton War Council"(no Name, no Date); and, "Woman Claiming to be Descendent of Alexander Douglass Lives Near Here" (*Sunday Trenton Advertiser*, March 2, 1924)
18. Lane, "An oft-moved house that hosted history"
19. Historic American Buildings Survey, "Douglass House, Stacy Park, Trenton, N.J.", 1936
20. "Most Moved House" (*Sunday Trentonian II*, June 5, 1988), 9
21. Ibid.
22. Vincent DeSimone, to Mark Brown, Memorandum with Cost Estimate for Repairs, April 5, 1974 (on file at the Trentoniana Room of the Trenton Public Library)

Existing Appearance and Conditions

- **Note: For illustrations of Existing Appearance and Conditions, refer to the Photodocumentation Chapter.**

SITE

The Douglass House is located in the northeast corner of Mill Hill Park in Trenton, New Jersey. The park is a large grassy expanse with scattered trees. The site immediately around the house is artificially raised and is paved with bricks. On the north side, there is a slightly sloped brick patio terminating at three stone steps down to the sidewalk. The steps are cut at a forty-five degree angle at the northeast corner and transition from three to four steps as the grade slopes down to the south along the east of the building. A level brick pathway approximately eight feet wide continues around the east elevation from the north side. The eastern edge of the pathway terminates at a brick retaining wall with a concrete cap. The level patio continues around the south elevation. The patio is approximately ten feet wide at this location. A tree grows on the patio off the southwest corner of the rear ell. A set of brick and concrete stairs lead down from the southeast corner of the patio to the brick sidewalk/right-of-way. A metal hitching post was installed to protect an electrical box that sticks out of the ground near the bulkhead. The brick pathway continues around the west elevation of the building as well. A metal fence encloses the south and west elevations.

Since the house is set on an artificial rise, its relationship to the other buildings on the street is distorted, most notably that it appears disproportionately large compared to the adjacent (former) church. In addition, the brick paving around the building and the lack of a rainwater conduction system leads to water draining off the roof and splashing up off the brick onto the clapboard, causing it to deteriorate. In addition, the brick paving is an inappropriate setting for this building with its urban history. There is no opportunity for proper site interpretation, despite the building's move to this location.

EXTERIOR

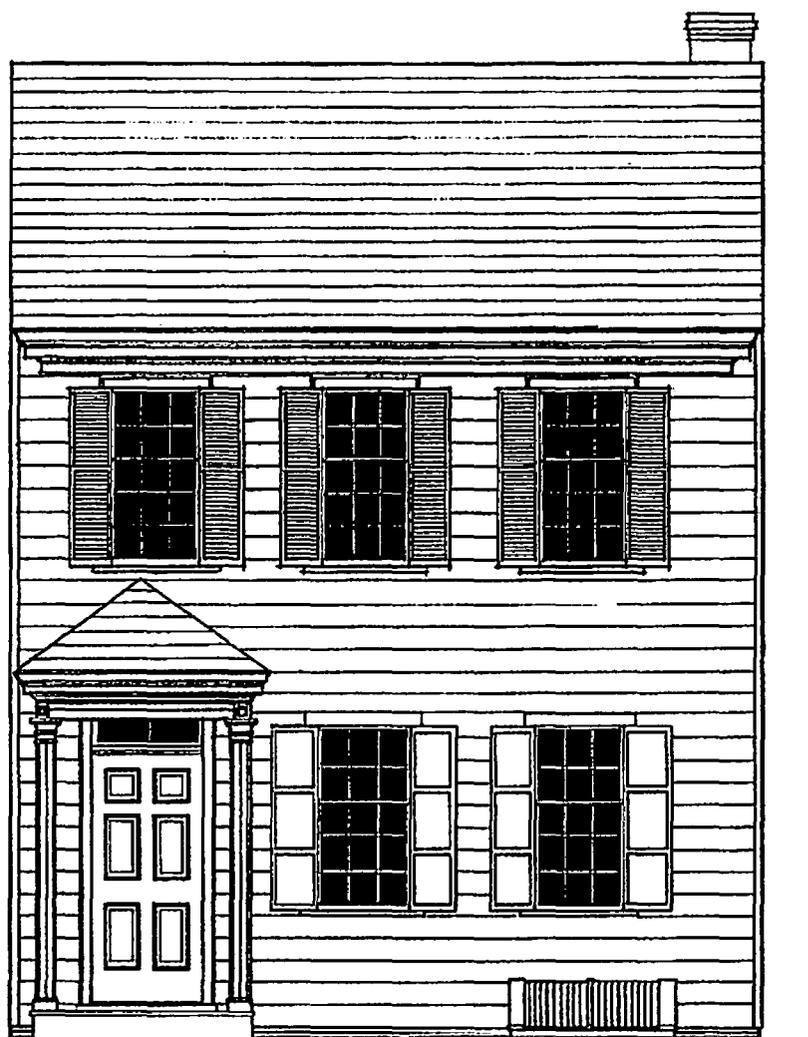
■ General Exterior

The Alexander Douglass House consists of a two-story, three-bay, side-hall Federal style house with a gable roof and a two-story, gabled rear ell. The house was built with frame construction covered with clapboard and wood shingles on the roof. As described in the historical significance section, the building has been moved three times and was partly dismantled for the first move. It was noted that the building has a distinct lean toward the northwest corner, possibly as much as five degrees off vertical. It is not known whether this distortion existed when the house was moved to this location in 1972 or whether it has developed since that time.

■ Roofing and Drainage

Both the main gable roof and the lower cross gable of the ell are currently covered with wood shingles inappropriately laid over plywood sheathing that in turn is installed over modern spaced lath. Both roofs are finished with a modern shingled ridge. Neither section has a rainwater conduction system. In addition, the hipped roof of the front entrance porch is also covered with wood shingles and copper flashing.

The existing main and gable roofs most likely date to the 1972 move to Mill Hill Park. Wood shingles are not meant to be installed over plywood, however, since they cannot dry out properly without air circulation on their underside. As a result, the shingles are curling and breaking. The most noticeable damage, however, is at the ridges, where a significant number of shingles are missing. Copper flashing, which was used with the porch roof and perhaps in other areas as well, is inappropriate for use with wood shingles, since the tanin in the wood accelerates the deterioration of the copper. Significant damage from moisture infiltration to the clapboard around the copper flashing was noted. Finally, the lack of rainwater conduction systems, coupled with the brick paving around the house, has caused deterioration of the clapboard around the base of the building, encouraged the growth of moss and mildew, and led to moisture staining on the interior of the basement walls.



■ North Elevation

The north (Front Street) elevation, as shown in the 1936 H.A.B.S. drawing above, is the two-story, three-bay front facade. The current facade has a stucco foundation and beaded clapboard installed with a wide exposure. A small vent is located in the foundation between the middle and east bays, where there was previously a bulkhead as shown above. There are six-over-nine windows in the middle and west bays of the first floor and all three bays of the second floor. The first floor windows, however, are wider than those on the second floor, giving the sash different proportions. The previous sash in the first floor windows, visible in the 1860 photograph, were six-over-six. Although the windows currently do not have shutters, c.1925 rattail shutterdogs remain in place. The 1860 photograph shows three-panel shutters with raised panels on the first floor, but no rattail shutterdogs. Smaller shutterdogs on the second floor indicate that shutters had been used on that level as well.

The eastern bay on the first floor contains a six panel door with a two-light transom above and a small, hipped-roof entry porch. Both the door and the transom are replacements. The previous transom, visible in some of the historic photographs had four lights. The current entry porch was designed c.1925 based on the 1860 photograph, but was later modified. The current base of the porch is a plywood deck with a wood skirtboard and concrete steps. The current railings are wrought iron. The square wood posts, which date to c.1925, are clad with molding on all sides. Molding, with bullseyes at the corners, was applied to the frieze as well, to simulate the trim seen on the porch in the 1860 photograph.

The box cornice, which was rebuilt c.1925, when the roof was returned to its original configuration, is composed of a cyma reversa, fillet, and cyma recta molding and a punch and gouge bed molding applied beneath the box of the cornice. The original cornice, based on the 1860 photograph, had a similar cornice profile, although the curves may have been bolder, but it had a different bed molding, comprising a cavetto, fillet, and ovolo. The punch and gouge molding currently on the building is historic fabric and must have been removed from another building, perhaps one that had been demolished.

Because there are no gutters and downspouts on the building, water draining off the roof splashes off the brick and onto the building, causing deterioration of the clapboard. In addition, water splashing off the porch roof causes the deterioration of the clapboard in that area. The conditions on the porch roof are so moist that there is moss growing on it. The porch roof appears to have shifted somewhat, sinking at its outer edge. The two posts do seem somewhat distorted. This may be related to repairs to the decking and the current materials used on it. The porch decking is plywood, which was not designed for exterior use, and is therefore deteriorating. The wrought iron railings are inappropriate in appearance and should be replaced with wood railings to match the historic photographs. The front entrance door has a split panel and a separation between the bottom rail and the western stile. The paint on the door sill is wearing away. Finally, the windows and clapboard show some peeling paint. There is minor deterioration of the wood wash and sills and some loss of glazing putty as well.

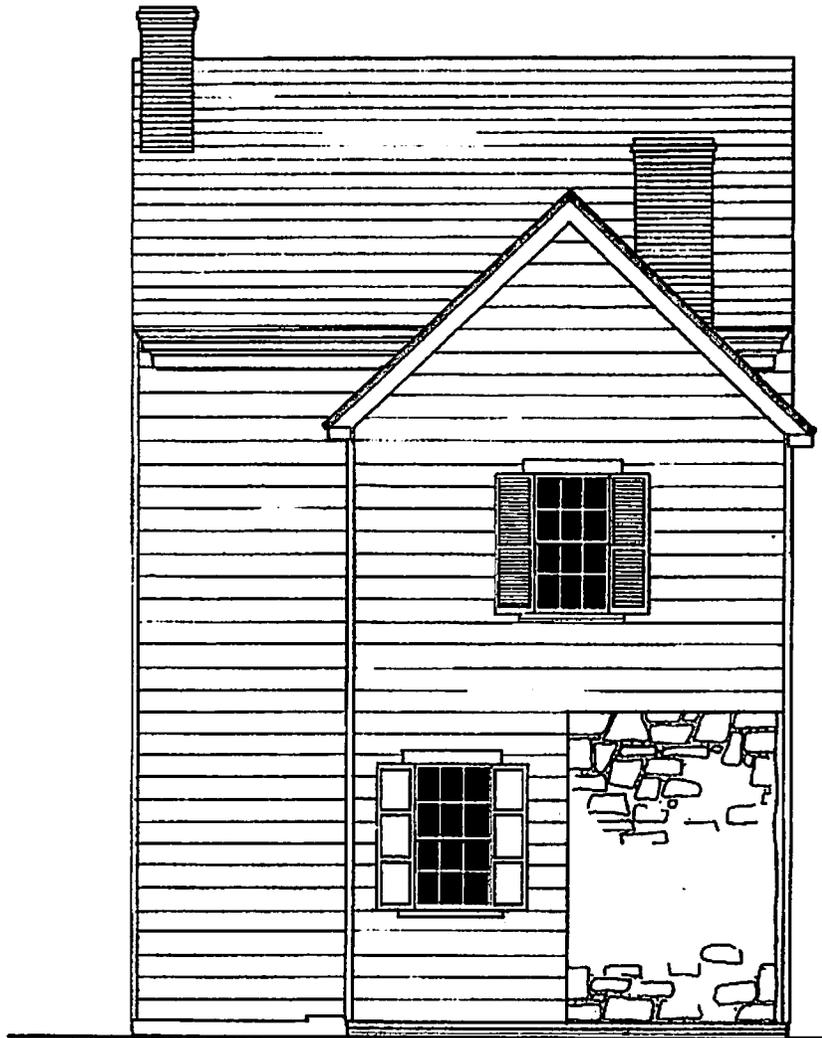


■ West Elevation

The west elevation of the Federal section is a gable end with a six-over-nine window at the second floor level, and a four-over-four window at the attic level. Both windows had shutters in the 1860 photograph. The foundation is stucco, the siding is beaded clapboard, and the raking cornice is a simple, unmolded board. The windows have the same surround as those on the front elevation. A square interior end brick chimney pierces the roofline just south of the ridge. The chimney is topped by a two course corbel and a concrete cap. The gable end is in generally good condition, with some repainting and minor clapboard repairs required. The step flashing on the chimney has been caulked with roofing cement more than once, suggesting it may require a more permanent repair. The bulkhead, porch railing, and shutters shown on the H.A.B.S. drawing above no longer exist.

The west elevation of the rear ell is a two-story, two-bay elevation with one six-over-six window in the north bay on the first floor and one in each bay on the second floor. The first floor south elevation has a six-panel modern replacement door with a concrete stoop and wrought iron railings. The siding is beaded clapboard and the box cornice has a small cyma recta molding

and a small cyma recta bed molding as well. Shutterdogs from the c.1925 restoration remain in place. A plexiglass storm window with a wood frame is installed on the first floor window. A security light is located between the two second floor windows, while the base for another light is located by the door. As elsewhere on the building, the primary problem conditions are paint peeling and clapboard deterioration due to splashback. The area near the rear ell is especially damp, with moss growing from between the bricks.



■ South Elevation

The south elevation of the Federal period section is mostly obscured by the rear ell, although a section of the clapboard wall is exposed to the west of the ell, and most of the cornice is exposed as well. There are no windows or doors on this elevation. The cornice is similar to that on the north elevation, but it lacks the punch-and-gouge bed molding, being finished instead by a small ovolo bed molding. The paint on the cornice is in poor condition, while the same

splashback and organic growth conditions as on the other elevations occur near the base of the wall.

The south elevation of the rear ell is an asymmetrical gable end configuration with beaded clapboard walls. At the first floor level, metal bulkhead doors (post dating the H.A.B.S. drawing above), rise from grade beneath a six-over-six sash window in the western bay, while the eastern bay is the exposed rear side of the stone fireplace. Another six-over-six sash window is set at the center of the second level. The lower window has a yellowing plexiglass storm window with a wood frame over it. Shutterdogs are located around both windows. The raking cornice is composed of modern, plain boards with no molding. The current chimney is brick with a small corbel at the top.

The paint is peeling in some areas, most notably around the windows. The storm window on the first floor is in poor condition. The 1972 bulkhead is rusting. The tree on the patio and other nearby trees tend to trap moisture in this area, accelerating moisture-related deterioration of the wood shingles and clapboard. In addition, the patio is uneven on this side, possibly due to the roots of the tree. The uneven bricks present a trip hazard and contribute to the moisture problems as well.



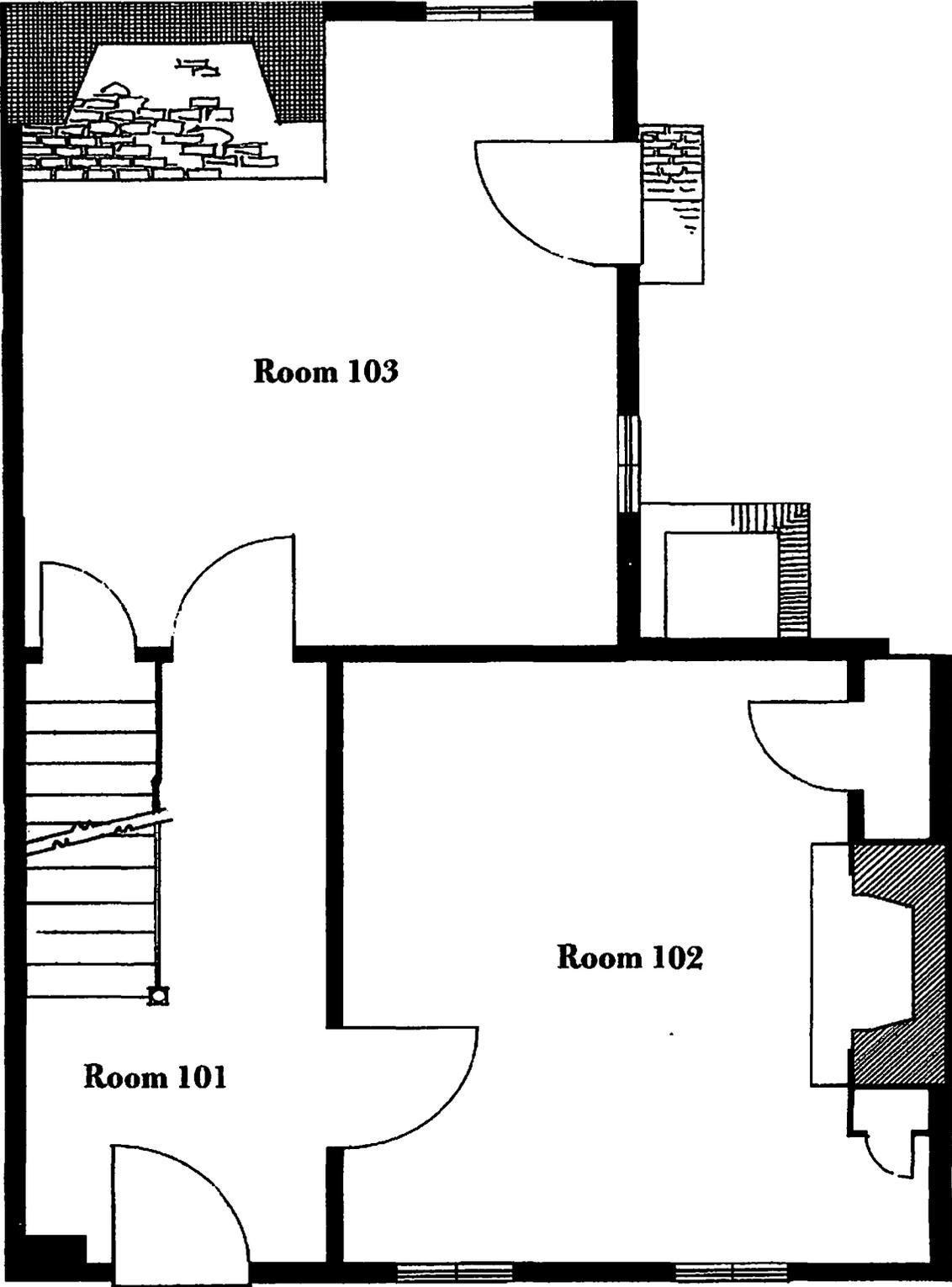
■ East Elevation

The east elevation has a stucco foundation and clapboard siding. The east walls of the main gable end and the rear ell are aligned, showing one continuous expanse of clapboard, unbroken by fenestration, since this wall originally abutted another building. The raking cornice of the gable end is a plain, modern board, while the box cornice on the rear ell is also modern and has the same small cyma recta moldings as the west elevation of the ell. The bottom clapboards have some deterioration due to splashback and moss is growing on the foundation. Some graffiti was noted on other clapboards. Separations between boards and between the clapboards and the south corner board of the gable end section were also noted. Paint is peeling off the raking cornice and some of the clapboards. Finally, some hairline cracks were noted in the stucco on the foundation. These may be due to shrinkage of the stucco.

Interior

■ General Interior

The interior layout is composed of a stair hall and a parlor on the first floor of the front, Federal period section. The parlor is to the west of the stairhall and the stair is located against the east wall. The hallway continues between the stair and the parlor partition wall back to the rear of the Federal section, where a doorway connects the rear ell first floor room with the front section. A door to the basement is located in the northeast corner of the rear ell room and the basement stair is directly beneath the stair to the second floor. The stair has a quarter turn winder leading to a landing at the level of the second floor rear ell room. A doorway in the south wall off the landing leads to the rear ell room. From the landing another set of three steps leads up to the second floor hallway. The second floor layout is composed of a bedroom located over the parlor, a short hallway and a bathroom located over the stair hall (the bathroom occupies the northeast corner of the second floor), and a narrow winder staircase to the Federal section attic located over the stair between the first and second floors. The Federal section attic is one large, unfinished room. There is no access to the attic over the rear ell. The trim throughout the house generally has a fillet and ogee profile, but when compared to each other, the size and configurations do vary, suggesting that the trim was copied from one place to another at different times with varying degrees of success.



■ First Floor

Room 101

The first floor hallway in the Federal period section has random-width, tongue-and-groove flooring, a 6" high baseboard with a bead cap and a modern rectangular shoe molding. The walls and ceiling are plaster, with the exception of the section of wall beneath the stair landing on the east side, where drywall has been installed at the former location of a doorway to the basement. A drywall-covered chase is also located in the northeast corner. The chase contains the waste piping for the second floor bathroom above. A chairrail is located on the west, north and east walls. It runs up the wall along the slope of the staircase. The chairrail has a simple fillet and bead profile on the top section and a single bead along the bottom edge. The exterior entrance door is located in the north wall. The door is a modern, six-panel replacement with a two-light transom above. The surrounding frame and trim, however, date to an earlier period. The door is attached with reproduction H-L hinges and has a small box lock with a brass knob. The trim around the door consists of a fillet and ogee and another fillet, then a section of flat board, then another, smaller ogee and a cavetto molding, then another flat section of board and a three-quarter transition bead. The doorway in the west wall, which leads to the parlor, has the same trim profile, but the door has been removed. The doorway in the south wall, which leads to the rear ell room, has a simpler fillet and ogee profile. The door in the south wall has also been removed.

The staircase is located in the southeast corner of the hallway. The stair is a straight run until it nears the top of the run where there are quarter-turn winders leading to a landing. The treads and risers have been rebuilt and the stringer along the east wall is a replacement stringer that is boxed out from the wall. The balustrade is Federal in style with a slender turned newel post, square balusters, and a curved railing. The stair is closed stringer with a molded stringer on the west side of the stair as well.

The hallway has one wall sconce and two light switches linked to outlets. The security alarm is on the east wall by the entrance door. The thermostat for the HVAC is located on the west wall.

The plaster in the hallway has hairline cracks and has been unevenly patched over time. There is also some efflorescence on the east wall. The area of flooring near the south door is in poor condition, with large gaps that could present a trip hazard. The front door and adjacent jamb were damaged in an attempted break in. The door also has a split panel.

Room 102

The parlor in the first floor of the Federal period section has random width (7" or smaller) tongue-and-groove wood flooring and a 6" high baseboard with a beaded cap and a rectangular shoe molding, except between the fireplace and the closet door to the south where the baseboard is 5 ½" with no cap and is set flush with the plaster. The walls and ceiling are plaster. A chairrail runs along all four walls. In most areas, the profile is a fillet, ogee and fillet, with a bead along the bottom edge, but between the door and the fireplace the profile is a fillet, a curve on which the angle changes, and a bottom edge bead. There are two six-over-nine windows in

the north wall. The window trim has a fillet and ogee profile. The stool has a profile of three receding beads, while the apron has a bead along the bottom edge. The single hung sash do not have locks, but sticks propped in the jamb prevent the lower sash from being raised.

The doorway to the hallway is located in the east wall. The door has been removed. The door trim profile consists of a fillet and ogee molding, a section of flat board, a smaller ogee and cavetto molding and then another section of flat board followed by the transition bead to the jamb. The door in the west wall to the closet (south of the fireplace), has the same molding. The closet doorway contains a Colonial Revival period six-panel door with a box lock that is installed upside down.

The fireplace is located roughly at the center of the west wall. It has a modern tile hearth, an early nineteenth-century mantel and a brick firebox that is not plastered. The bottom edges of the mantel have been cut short to accommodate the added tile hearth which may have been laid directly over the previous brick hearth. From the top down, the fireplace mantel consists of a fillet above a small ovolo molding composing the edge of the shelf. Set back from the edge of the shelf is a larger cavetto molding and ovolo molding with a half-round bead beneath. The frieze is not decorated. Beneath the flat expanse of frieze, there is a projecting fillet and bead. Set back beneath those is another bead a small flat section, then three additional half-round beads, another small flat section, and a final half-round bead. A modern strip of wood has been added inside the final bead, most likely due to changes to the brick firebox.

On the north side of the chimney are paneled chimney cabinets. The panel profile is similar to that on early nineteenth century doors located on the second floor. To the south of the fireplace is a shallow closet with a door and surround as described above. The inside of the closet has been covered with drywall, but plaster is still visible behind. A section of 5" high baseboard with a small bead cap is located on the south wall. The floor inside the closet runs north-south and has been laid over the original east-west flooring.

The room is lit by a single wall sconce. Further electric is provided by an outlet and switch together on the east wall.

The ceiling plaster is in poor condition and has been poorly repaired in the past. A rough coat finish was applied in an attempt to hide the earlier repairs, but the finish is inappropriate and does not hide the flaws. There are also minor cracks above the door to the hall. Something was removed from above the door as well, leaving an area that should be patched.

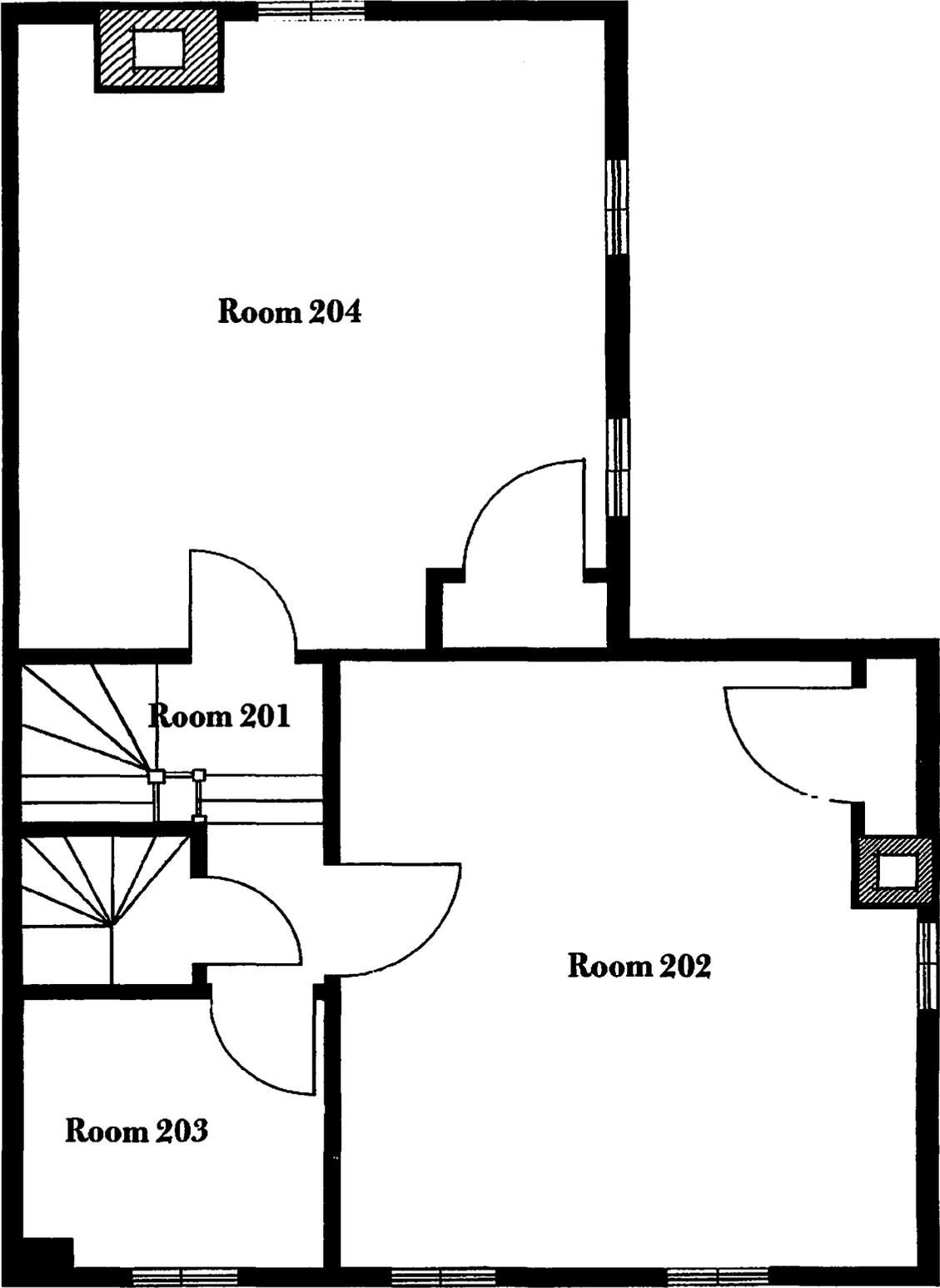
Room 103

The first floor room in the rear ell has random-width, tongue-and-groove flooring and drywall walls and ceiling. The baseboard is 6 3/4" high with a bead cap and a rectangular shoe molding. The two windows, one at the west end of the south wall and one to the north of the door in the west wall, are both six-over-six single-hung sash with an ogee trim with a fillet backband. The aprons have a fillet and an ovolo beneath the nose of the stool and a bead along the bottom edge. The upper sash in each window may be older (c.1925) than the lower sash. The door,

located at the south end of the west wall, is a modern six-panel door within an older opening that has been adjusted to accommodate the replacement door. The door trim is also an ogee profile, but does not directly match the window trim. The door is installed with reproduction H-L hinges.

The fireplace, located in the southeast corner of the room, has an exposed fake-adzed wood breast beam. The firebox is exposed stone and the hearth is concrete on top of brick. The stone has been repointed on more than one occasion. In the northeast corner, on the north wall, there are two adjacent doorways, one leading to the hallway in the Federal period section and one leading to the basement. The trim matches that around the windows, but that around the doorway to the hall appears to date to c.1925, while that around the basement door appears newer. There is no door in the hallway doorway, but there is a six-panel Colonial Revival period door leading to the basement. It has been installed with its raised panels facing towards the basement stairs and has a box lock with brass knobs. The panels on the door have applied trim. The room does not have any integral lighting, but has at least two switched receptacles.

The flooring, which has been relaid and may not be original to this room, has some gaps and some insect damage, particularly near the door. The floor also slopes toward the south. The paint on the walls has been marked by the removal of previous displays that were taped to the walls.



■ **Second Floor**

Room 201

The second floor hallway in the Federal period section has random-width (approximately 6 ½") tongue-and-groove wood flooring, a 6" high baseboard with a bead cap, and plaster and drywall walls and ceiling. The chairrail that runs along the east wall up the staircase also continues along the south wall to the door to the rear ell second floor room. From the landing at the top of the winder stair, one step to the south leads up to the rear ell room, while three steps to the north lead to the upper hallway. Along the west wall above the landing, at the level of the second floor, a board projects from the wall with a 6" baseboard with a bead cap running along its top side, continuing the baseboard at the landing, and another 4 ½" baseboard installed along its bottom edge with a bead cap at the bottom. Below the 4 ½" board is plaster, then a 5 ½" baseboard along the landing. The stringer along the three steps on the west wall is simple with just a bead cap. but the stringer along the winder section of the stair has a different profile and was most likely changed when the stair was rebuilt.

The doorway in the south wall, accessed from the landing, has fillet and ogee profile trim and a c.1925 six-panel door with raised panels and applied trim. The door has a box lock with brass knobs and previously had a deadbolt. At the north end of the hallway, there are three doorways adjacent to each other. The first doorway, in the west wall, leads to a bedroom. The door trim matches the trim on the door to the parlor on the first floor. The door has been removed. The second door, in the north wall, leads to the bathroom, and does not have full trim, due to lack of clearance. The trim is eliminated on the east jamb and the outer ogee and fillet are eliminated on the west jamb. The door is a c.1925 six-panel door without a knob. The third door, leading to the attic, has the same trim as the door opposite. The board-and-batten door to the attic is a modern replacement and the knots are still bleeding through the single coat of paint.

The hallway is lit by a wall sconce which is activated by screwing the lightbulb into place. A smoke detector is located on the ceiling. The plaster has cracks along the south wall, especially at the ceiling and the corners.

Room 202

The bedroom in the Federal period section has random-width flooring, a 6" wood baseboard with a beaded cap that appears to be mostly modern, and a combination of plaster and drywall on the walls and ceiling. The room has one six-over-nine window in the west wall and two more in the north wall, each with a fillet and ogee profile. A closet is located in the southwest corner, adjacent to the chimney. An early-nineteenth-century six-panel door with raised panels has been installed in the closet opening with its panels towards the closet. The door has three-knuckle hinges and a box lock. This door has also been cut down to fit in this location. The trim around the closet door and the trim around the doorway to the hallway, which is in the east wall, are the same. The outer section of trim has a fillet and ogee profile, then a section of flat board, then a small ogee and cavetto molding followed by another flat section and finally a half-round bead transition at the jamb. Within the closet, the walls are plastered and the baseboard continues along the wall. Due to some loss of plaster, brick nogging is visible in the

wall. The room does not have any permanent light fixtures, but does have two outlets, one of which is connected to a switch by the door. This room is in generally good condition with the exception of minor moisture-related deterioration to the lower sash and dirt on the wall around the HVAC return register.

Room 203

The bathroom is a small, square room in the northeast corner of the second floor. The current flooring is ½" square, wet-set white tile, the baseboard is a 4" high wood baseboard with a bead cap, and the walls and ceiling are a combination of plaster and drywall. A chairrail, with a fillet and ovolo profile and a bead along the bottom edge, runs along the north and west walls. A chase for the soil pipe is located in the northeast corner. The room has a single six-over-nine sash window in the north wall with typical trim and a six-panel Colonial Revival door in the south wall with trim to match that on the hall side of the door. A toilet is installed along the east wall and a sink is on the west. The room is lit by a modern ceiling light fixture and there are two wall outlets.

The plaster on the north wall has been damaged by the moisture infiltration around the entrance porch roof. In addition, hairline cracks were noted on all walls. The ceiling plaster has cracked, been patched, and re-cracked, which is not unusual for a building that has been moved three times. It was also noted that there is some moisture-related deterioration of the lower sash on the window and that there is no knob on the door.

Room 204

This space on the second floor in the rear ell currently used as an office, has random-width floor installed with wire nails, a 6" high wood baseboard with a beaded cap that appears to be mostly modern, drywall walls and a drywall ceiling. The chimney passes through the room along the south wall near the east corner, but there is no fireplace. A patch in the floor around the chimney indicates that there may have been a fireplace in this location in the past. The baseboard continues around the chimney. There are three six-over-six single-hung sash windows, one in the center of the south wall and two along the west wall each with trim to match those on the first floor. A narrow closet with an early nineteenth-century, six-panel door, is located in the northwest corner. The door has been cut down in size and is installed with its panels toward the closet, suggesting that it was salvaged for reuse in this location. The door has a box lock with brass knobs and five-knuckle hinges. The trim around the door is a fillet/ovolo/fillet profile. The closet most likely dates to c.1925, as closets were uncommon until late in the nineteenth century. The door to the hall is a raised six-panel door with a different profile than the closet door and probably dates to the c.1925 restoration. The surrounding trim is a fillet and ogee profile.

This room is in generally good condition. The ceiling appears to sag slightly and was poorly spackled. There are some hairline cracks and some efflorescing around the chimney and on the south wall. Finally, there is some moisture-related deterioration on the lower sash and there has

been some loss of glazing putty, particularly on the south window where a few panes are in danger of falling out.

■ Attic

The attic over the Federal period section is one open space with a steep, narrow winder stair along the east wall. The walls of the stair are plastered and the stair side of the door is trimmed like the reverse side facing the hallway. The floor in the attic is wide, random-width tongue and groove flooring with some modern boards patched in. The roof framing is composed of 2x6 paired rafters spaced 23" on center with a ridge board. Modern spaced lath is installed over the rafters, with plywood on top of the lath. A brick chimney is located along the west wall in the south corner. A single four-over-four window with ovolo trim on the frame is located in the west wall. The frame and trim are not painted, but the sash are primed. The attic is lit by a single, bare-bulb fixture. There is no railing at the stair opening. Although some of the clapboard and the chimney exhibit moisture staining, there do not appear to be any current leaks in the attic. The space exhibits no other problem conditions.

■ Basement

The basement was constructed in 1972 when the house was moved to Mill Hill Park. It has a poured concrete floor and concrete block walls. Concrete block piers support a steel I-beam that supports the rear wall of the Federal section. Concrete supports on the west and south walls bear the weight of the fireplaces and chimneys above. A concrete block bulkhead is located along the south wall. A modern wood six-panel door at the top of four concrete steps leads to the bulkhead. A steep, rickety wood staircase leads to the first floor along the east wall. The first floor framing in the northern (Federal) section runs north-south and is sistered by modern joists. The original joists are vertically sawn, but some of the larger joists toward the west end are adzed. In their current configuration, these beams do not allow for the original bulkhead and may be replacements recycled from another building. The joist at the stairs is shallower than the rest.

The first floor framing in the southern (rear ell) section is all circular sawn and runs east-west. As in the front section, the earlier joists have been sistered. These earlier joists were painted at one time, as was the underside of the floor. The floorboards have since been taken up (presumably in 1972) and relaid in a different configuration, as stripes of unpainted flooring are visible where the boards previously laid on joists. The framing toward the south end of the rear ell has been altered. There is an apparent header near the east wall, the purpose of which is no longer clear. There is also a header suspended from two other beams on the west side of the chimney support.

The basement contains the mechanical, plumbing, and electrical equipment, including the furnace on the west side of the front section, the electrical panel on the north wall, and the waste piping along the north wall. The room is lit by two bare bulb fixtures. The basement also has smoke detectors and a security alarm.

There are signs of moisture staining on the front section joists near the east side. These stains may be due to a previous bathroom leak over this area. The walls on all sides also exhibit moisture staining which is related to the lack of a rainwater conduction system on the exterior. There is also some step cracking in the east and west walls in the rear ell section.

Building Systems

The following is excerpted from Robert D. Hubbard's report on the mechanical systems at Douglass House. Please see Appendix B for the full report.

Plumbing & Drainage System

There is a toilet facility located on the second floor consisting of a tank type water closet and lavatory. Both fixtures are white, vitreous china and appear to be in good condition. The waste piping for the toilet room is located in the left front corner of the structure and exits the building through a street vent in the front basement wall. This piping is cast iron with lead-oakum joints. There is a leak in the vertical waste piping. This leak appears to be at the first floor, accessible from the basement, and could be repaired using a plumbing epoxy repair system.

The domestic water enters the basement on the left side of the building. All the hot and cold water piping that was visible is copper with soldered connections.

There is a 40 gallon gas-fired hot water heater located in the basement. From its visual appearance, the water heater appears to be in good condition. The flue venting is joined to the venting of the gas fired warm air furnace. Natural gas is supplied by a gas line entering the basement at the front of the building. A gas meter and steel distribution piping supply natural gas to the furnace and the hot water heater.

Heating/Cooling System

The heating and air conditioning system consists of a Heil Manufacturing vertical gas-fired warm air furnace with approximately 60,000 BTU input located in the basement. The return air passes through a 1" thick throwaway fiberglass filter. A direct expansion coil for air conditioning is located on top of the furnace.

The furnace flue gases are vented by a dual wall metal stack that extends upward through an old chimney flue and exits at the top of the chimney. Air is distributed from the furnace to the first and second floors by galvanized sheetmetal ducts in the basement, round ducts up through the building, and low sidewall grilles in the various rooms (two on the first floor and two on the second floor). There is a single floor grille for return air on the first floor.

The furnace was functioning; however, the operation of the air conditioning system is unknown. The controlling low voltage thermostat is located in the first floor corridor.

Condensate from the cooling coils is collected in a combination sump pump unit and is discharged to the outdoors.

The furnace appears to be in fair condition. Cleaning the unit and some touchup paint would improve it. The sheetmetal enclosure for the remote, air-cooled condenser unit located outside

is in poor condition and should be replaced. The insulation installed on the refrigerant suction line is in poor condition and should also be replaced. Filters should be replaced on a regular basis.

Electrical System

The electrical service for the building is located underground in front of the basement. The service is 120/240 volt, 1 phase, 3 wire, 200 amp. The main electrical panel has a 2 pole, 200 amp circuit breaker for the main, and two (2) 2 pole, 30 amp circuit breakers and ten (10) 1 pole, 20 amp circuit breakers. The wiring throughout the building is Romex (type NM) and where visible, it appears to be in good condition.

There are a small number of receptacles in the house, and most receptacles are controlled by light switches.

Lighting is minimal, consisting of a wall sconce in each room. Each light is activated by manually screwing in the existing lamp. The toilet room has an overhead lighting fixture.

The time clock in the basement operates a colonial light standard with mercury lamp in the rear brick paved area. On the right rear of the building, a modern, wall pack, high pressure sodium light fixture is controlled by a wall switch at the rear door.

The existing interior lighting is very limited, and its operation by screwing in the bulb is not optimal. Depending on the use of the facility, additional lighting may be required. The present electrical system can easily support an increased lighting load. It was also noted that there isn't any exit or emergency lighting in the building. Again, the usage of the facility would dictate the necessity of emergency and exit lighting.

The building has an existing security system, however, it is recommended that a fire alarm system be installed and combined with the security system.

Recommendations for Future Use

In formulating an adaptive use strategy for the Alexander Douglass House, numerous factors and regulations were reviewed. These regulations and factors are outlined in the following discussion. Based on these factors and regulations, potential uses have been identified. The viable potential uses are then described and evaluated.

Review of Associative Factors and Regulations

■ Existing Conditions

The Alexander Douglass House, as described in the Existing Appearance and Conditions chapter, is in fair condition. It has a few exterior problem conditions related to the lack of a rainwater conduction system, as well as to the age and improper installation of the wood shingle roof. It is necessary to secure the building envelope through repairs and restoration in order to ensure the continued stability of the building. In addition, the building does not currently have barrier-free access or a handicapped accessible bathroom. The existing bathroom is old and interferes with the interpretation of the house in its current location.

■ Historical Significance

The primary historical significance of the Alexander Douglass House today is its association with Colonial Revival era efforts to save and preserve it for its association with General Washington and the Council of War after the Battle of Assunpink. While the building does not maintain its integrity to the Colonial period, the interest in the Revolutionary War era and the country's colonial beginnings that began to grow with the Centennial in 1876 and continued through the first quarter of the twentieth century is exemplified by J.J. Strasser's efforts to save the building in 1876 (and the Lutheran Church's consideration in offering it for sale rather than tearing it down) and later and more importantly by the great community effort, including school children throughout the City, that went into saving the building in 1925 and moving it to City property where it was thereafter protected. The interior of the front section also retains its integrity to its period of construction, c.1800, and therefore has historical value for interpreting a building of that period.

■ Zoning Ordinance

The property is located within Mill Hill Park. The park is divided into Residential B and Business A zones. The property appears to be in a Residential B zone.

■ Location

Mill Hill Park is owned by the City of Trenton. The Alexander Douglass House is located in the northeast corner of the park, so the grass parkland stretches out to the west and southwest. To the south of the house is a row of nineteenth-century rowhouses facing a circle with a statue of George Washington in the center. On the opposite side of the circle is a modern apartment building. To the east of the building is a nineteenth-century brownstone Gothic Revival Church and another row of nineteenth-century rowhouses beyond. To the north of the house, across the street, there is a parking lot and a group of larger office buildings and a parking garage. The location of the house in a City-owned park makes it inappropriate for most uses. There is no parking for the house on site. There is some metered street parking in the surrounding area, as well as the parking garage.

■ New Jersey Register of Historic Places Review

The Alexander Douglass House is listed on the New Jersey Register of Historic Places. The New Jersey Register of Historic Places Act provides that “the State, a county, municipality, or any agency or instrumentality of any thereof shall not undertake any project which will encroach upon, damage, or destroy any area, site, structure, or object included in the Register of Historic Places without application to, and the prior written authorization or consent of, the Commissioner of Environmental Protection.”¹ An undertaking is any action by the municipality which has the potential to result in effects on the property. Therefore, any planned rehabilitation by the City would be subject to review. If the initial Historic Preservation Office staff review determines that an undertaking is not an encroachment, the review will take no more than 75 days and the undertaking may proceed upon written notice. If, however, the undertaking is determined to be an encroachment, the undertaking is reviewed at an open public meeting by the Historic Sites Council, which would then make recommendations to the Commissioner of the Department of Environmental Protection. The entire process will take no more than 120 days. If an undertaking is determined to be an encroachment, the Commissioner has several options: authorize the encroachment as described in the application; authorize the encroachment with conditions; temporarily deny the application based on the need for additional information, the need to explore additional alternatives, or other factors; or deny the application with specific reasons.²

■ Financial Feasibility

In addition to funding raised by the City of Trenton, money needed for the restoration and rehabilitation of the Douglass House could be obtained through grants from such organizations

as the New Jersey Historic Trust's Garden State Historic Preservation Trust Fund Program or the Community Development Block Grant Program. The Garden State Historic Preservation Trust Fund Program provides matching funds for rehabilitation, restoration, and preservation projects for structures listed on or eligible for the National Register of Historic Places that are owned by a municipality or non-profit organization. All work must be performed in accordance with the Secretary of the Interior's Standards for *Treatment of Historic Properties*. In the most recent round of grant funding, some funding (up to a certain percentage of the total project cost) was also allowed for related new construction or reconstruction work. The next round of applications is expected to fund historic sites management activities. For this site, if the City were successful in its application, the grant would fund 75% of the cost of the preparation of construction documents, as well as retroactively funding 75% of the cost of the preparation of this preservation plan. The applicant must show that it has or can obtain the remaining 25% of the funds needed, although in this case, the City's expenditure for this planning document would serve as the required match. Of the grant funds, 80% is provided to the recipient up front, while the other 20% is held as retainage until the project is complete. This grant round is expected to take place in the summer of 2003. In a grant round expected to be held in 2004, the City could then apply for Trust funds to pay for the construction work. The Trust awards capital grants up to \$750,000. All grants over \$200,000 must be matched dollar for dollar by the applicant, while grants under \$200,000 are matched on a 60/40 basis by the Trust. The funds are provided on a reimbursable basis and the applicant must show that it has in-hand or will be able to get the matching funds. The applicant must also own or have a long-term lease on the building.

■ **The Secretary of the Interior's *Standards for Rehabilitation***

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

1. A property shall be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property shall be retained and preserved. The removal of distinctive materials or alteration of features, space, and spatial relationships that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, shall not be undertaken.
4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
8. Archaeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historic materials, features, size, scale, proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.³

To comply with these standards, the optimum approach to improving the building will involve a restoration of existing original exterior and interior elements, the restoration of missing original exterior elements based on photographs, and rehabilitation of interior spaces that now lack integrity. This approach would apply to the exterior regardless of the proposed new use, while some proposed uses might require more alteration to the interior than others and those uses would therefore be less desirable.

Identification of Potential Uses

The new uses for the building are circumscribed by the permitted uses in the zoning ordinance, the limitations of the structure, and the potential impact of a use on the historic fabric. Whenever new uses are considered for an historic building, certain ideas are usually promoted. These include fine dining establishments, bed-and-breakfasts, a return to residential use, commercial space, and professional offices. Of these options, all but a return to residential use are eliminated simply by virtue of the small size of the house and the invasive alterations that would be required to accommodate the use. While the building could feasibly be returned to use as a very small house by upgrading the toilet room to a full bathroom and changing the rear ell room into a kitchen, it is still too small realistically to accommodate most families. In addition, its location in a public park is incompatible with use as private property, and such a use would be inconsistent with the 1925 funding campaign that saved the building.

The most reasonable reuse for the house is as a visitors' orientation center with interpretive exhibitions and community meeting space. This use will not place spacial or service demands on the building that other public-oriented uses would and complements its location. Certain improvements should be made to the site, as they would have to be with any public reuse. Since the building does not retain any integrity to the 1777 Council of War period, the interpretation should be adjusted as well, which affects how it will be restored. The exterior should be restored to reflect the c.1800 construction appearance of the front section of the house. The interior of the c.1800 section should also be restored to that period, since it retains most of its historic fabric, and house exhibitions. The rear section, which may have housed George Washington and the other generals and military men for the Council of War, has been dismantled and reconstructed such that it no longer retains any historic integrity. It may retain some eighteenth-century flooring, which can be assumed to belong to this house originally rather than having been salvaged from another house, and possibly the stone of the fireplace and some of the wall framing (which was not visible for inspection) could date to the eighteenth century. However, it is equally likely that no fabric survives from the portion of the Douglass House that Washington once visited. The existing rear section then should not be subject to a conjectural restoration, rather it should continue within its existing configuration and with its existing finishes, and interpretation should be accomplished through displays and lectures.

Since the house will be open to the public, barrier-free access must be provided through the use of paths around the site and a ramp up to the rear door. This door is wide enough to provide access to the rear ell room, where the primary interpretation activities should take place. The tour of the house should be available on video in this room to compensate for the inability to make the rest of the house accessible. Small meetings might also be held in this room. The second floor in the rear ell, since it also lacks integrity to its period of significance, might be used for further displays or for office space for the group running the visitors' orientation center. In addition to barrier-free access, a handicapped accessible bathroom must be provided. Since the modern basement is a large space that cannot be interpreted and since there is no additional usable space on the first floor, the bathroom might be best introduced into the rear section of the basement and made accessible from the exterior. The second floor bathroom would then be removed, since it is intrusive, and everyone would use the bathroom in the basement. The remainder of the rear ell basement section should be finished as well, in order to provide some conditioned storage space for artifacts and displays. Thus intrusion into the interpreted space and historic fabric is minimized while maximizing the use of the building and providing public accommodation.

Endnotes

1. New Jersey Register of Historic Places Act C.13:1B-15.131.
2. "A Five Minute Look at New Jersey Register Reviews," pamphlet (New Jersey State Historic Preservation Program).
3. U.S. Department of the Interior, *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (Washington, D.C.: National Park Service, Preservation Assistance Division, 1995).

Recommendations for Preservation

As the preceding narrative and photographs illustrate, the Alexander Douglass House is of historical significance, although that significance differs from what earlier generations assumed. The future use of this building must be based on an understanding of and respect for the building's true significance. The previous chapter presented options for reuse of the building that were compatible with its significance and its existing form and remaining historic fabric. Recommendations to restore and adapt the building for the most feasible reuse as an interpreted museum and small community meeting space are listed below. The recommendations are divided into two sections. First, the preservation philosophy for the approach to the reuse is identified. Second, the scope of work for the restoration and rehabilitation is outlined.

Preservation Philosophy

The preservation philosophy for the proposed rehabilitation of the Alexander Douglass House advocated in this document is a restoration of the exterior to its documented 1860 appearance, which reflects its original appearance, and restoration and rehabilitation of the interior for interpretation and meeting space. This philosophy is based on an evaluation of the existing conditions of the building and documentary research. Structural repairs and improvements to the mechanical, electrical, plumbing systems, fire, and security systems are advocated to improve the stability and functionality of this building.

The Alexander Douglass House, in its current form, reflects the efforts of the Colonial Revival period restoration to return it to its original appearance on the exterior. While efforts were made to match the earliest known appearance of the building, the final result, as later modified by the subsequent 1972 move and repairs, is inconsistent with the earliest documented appearance. The earliest known historic photograph of the building dates to 1860. This photograph was described in an 1863 letter written by Sarah Smith Stafford, who apparently helped stage the photograph (and whose mother originally owned the Revolutionary War era dress seen on the woman in the photograph). The photograph shows the building at its first location on South Broad Street. This photograph, along with surviving physical evidence, will serve as the basis for the restoration of the exterior. Items on the exterior that should be addressed for the sake of historical accuracy include: the replacement of the cornice to match the 1860 photograph; the replacement of the beaded clapboard with regular clapboard installed with the range of exposure shown in the 1860 photograph; the reconstruction of the porch to the proper

proportions based on the photograph and using the proper materials; the replacement of the six-over-nine windows on the first floor of the north elevation with six-over-six windows based on several historic photographs; the installation of three-panel shutters with raised panels and appropriate hardware based on the 1860 photograph (note that although there are no shutters on the second floor windows in the photograph, the shutter hardware remains in place, indicating the previous existence of said shutters); and, the reconstruction of the bulkhead on the north elevation, even if it is reconstructed as a shell that does not actually provide basement access.

The following recommendations, however, are prioritized so that repairs to the existing fabric may be undertaken in the short term to prevent continued deterioration of the structure, while work to restore the building's historic appearance can be undertaken at a later date when more funding is available. Thus line items for the repair of the existing cornice, clapboard, and all windows, including the two that should be replaced, are included in the recommendations as first priority repairs, while the restoration line items are included as third priority alterations.

The interior presents a different restoration and rehabilitation problem. As described in the historical significance section, the rear section of the house, it appears, was dismantled when the building was moved to Centre Street, while the front section appears to have been moved intact. As a result, the front (Federal) section has more integrity to its original appearance. Unfortunately, the front section was not constructed until c.1800, long after the time of Washington's use of the house. It is possible that the rear section was the location of the Council of War. However, there is no surviving historic fabric visible within this space (with the possible exception of the floor boards), and it cannot be asserted that this is the actual building in which Washington's meeting took place. Therefore, as discussed in the Recommendations for Future Use chapter, the building's interpretation must be revised, and should no longer be presented as a house museum. Instead, the interior of the front section should be restored to its c.1800 (original) appearance, and the building should be used for an visitors' orientation center for Mill Hill Park, with exhibitions on Trenton's role in the Revolutionary War. For greater public access, this room could be used for small community meetings.

Beyond the consideration of the most appropriate approach to the restoration of the house, it is necessary to accommodate all visitors to the house. In order to best do that, barrier-free access and a barrier-free bathroom (for use by everyone) must be provided. Taking these items into consideration together with the current inappropriate brick patio setting, it was decided that the site should be reworked to alleviate water drainage problems and provide barrier free access at the same time. The bathroom will be located in the basement, since the house is so small that there is no appropriate first floor location for it, along with some conditioned storage space for artifacts and displays while not in use. In addition, the building is set inappropriately high in relation to the surrounding grade and to the nearby buildings. It is also recommended therefore, if possible, to lower the building on the site, which would require lifting the building and partially demolishing the walls below. At the same time, the building, which leans toward the northeast, might be at least partially squared. It should be noted that barrier free access may only be possible into the rear ell room on the first floor due to the narrow width of the hallway.

Interpretation through a video and pictures should therefore be provided in that room for the rest of the house in order to provide alternative interpretation.

Scope of Work

The scope of work for the rehabilitation of the Alexander Douglass House focuses on the restoration of the exterior to its early nineteenth century appearance and the restoration and rehabilitation of the interior to return the building to active use, along with barrier-free access improvements to the site and building. This work includes: exterior restoration per photographic documentation; reversal of inappropriate Colonial Revival alterations; restoration of missing elements; installation of a new bathroom and storage room; security fire and emergency egress improvements; and, alterations to the site, including removal of the brick patio around the building and possibly lowering the grade and the elevation of the building.

The following scope of work directly corresponds to the Preliminary Cost Estimates in the next chapter. All the recommendations are qualified in three levels of priority. Highest priority items include tasks that address both critical life-safety issues and problem conditions that contribute to the ongoing deterioration of the building. These are presented in **bold** typeface. Second priority items are tasks that, while not as urgent as those in the first group, must be addressed as soon as possible since they concern the long-term preservation and maintenance of the building. Second priority items are presented in *italics*. Items that are recommended for aesthetic reasons or to render the building more historically correct are classified as third priority level work. These items are presented in normal typeface.

Site

1. *Redesign the site by removing the brick and create a grassy site sloped away from the building in all directions. Remove the tree behind the building. Install a brick pathway that leads from the front street and the rear circle around the building to the front entrance, to a handicapped ramp at the rear door, and down to a new entrance to the basement at the location of the bulkhead. Provide bushes to screen the condensing unit. Stairs should also lead down from the platform at the top of the handicapped ramp along the west side of the building towards the south to grade. A second set of exterior stairs should lead from that point down to the basement entrance. The handicapped ramp should be concrete with pipe railings and the walkway should be done with brick pavers. The steps should be concrete with pipe railings as necessary. Install a new steel door and frame at the new basement entrance with modern hardware and a deadbolt.*
2. *Install site lighting along the pathway and the handicapped access ramp. Replace the sodium lamp on the wall next to the rear door with a lower profile fixture with incandescent lighting.*

Exterior

1. **Replace the existing shingle roof with new red cedar sawn shingles, including the removal of the existing sheathing and, as necessary, the spaced lath. New spaced lath should be installed at the proper intervals to create the desired exposure of the shingles. Install a new TCSS rainwater conduction system with pole gutters and round, uncorrugated downspouts. Install extenders or underground drains to divert the water away from the building.**
2. **Repair the existing cornice on both the front and rear ell sections, including the bargeboards on the raking cornices.**
3. **Repair the clapboard as required due to deterioration.**
4. **Restore all windows, including frames, sash, and trim by consolidating wood, replacing parts in-kind, reglazing and refitting, applying unobtrusive weatherstripping as necessary, and repairing and replacing hardware.**
5. **Reconstruct the front porch to reflect the appearance or the original porch in the 1860 historic photograph, repair the surrounding clapboard, and install proper flashing. Install a high hat fixture for lighting in lieu of the existing ceiling-mounted fixture.**

6. **Prepare and repaint the exterior. All existing, unsound paint should be properly removed. All bare wood should be primed and all previously painted wood should be properly cleaned, scraped, and primed. The wood should receive two finish coats of paint.**
7. **Install new shutters to match the 1860 historic photograph. Provide all shutter hardware as necessary.**
8. **Reconstruct the front bulkhead according to the 1860 photograph. The new bulkhead would only be a shell and would not contain an actual entrance to the basement.**
9. **Replace the first floor windows with six-over-six sash windows on the front elevation.**
10. **Replace all siding to match that in the historic photograph (not beaded).**
11. **Replace the cornice on the eaves of the front (Federal section) to match the 1860 historic photograph.**

Structural

1. **Provide additional support for the first floor framing to bring it up to 50lb live load capacity through the addition of post and beam structures as necessary.**
2. *Lower the house (by reducing the height of the foundation walls after removal of the raised patio) to its proper relationship to the street as shown in the 1860 photograph.*

Interior

■ General

1. **Patch repair the flooring throughout the building to eliminate trip hazards by splicing in new sections of wood where possible and replacing full boards where necessary. Refinish the flooring and stairs and stain and apply satin polyurethane.**
2. *Repair minor cracks in the plaster throughout the house.*
3. *Paint the plaster and woodwork throughout the house.*

■ First Floor

1. **Rebuild the basement stairs with winders to a landing at the presumed original basement floor level, then down to the existing floor, and reintroduce a hall door (located beneath the first-to-second-floor stair landing). Repair and support the first-to-second floor stair horse against the east wall.**
2. *Replace the plaster ceiling in the first floor parlor.*
3. *Install a ceiling hatch in the second floor back room to provide access to the rear attic.*
4. **Install a door (matching the second floor doors) with period hardware and a deadbolt in the doorway between the hallway and the rear room.**
5. **Install a door with period hardware in the doorway between the hallway and living room matching the doors on the second floor.**
6. **Install flush square brick in the parlor hearth and extend the mantelpiece down to the new hearth level.**
7. **Restore the front door trim and replace the transom with a four-light transom and the door with a six-panel door with raised panels that match the second floor closet doors in profile. Replace the back door in the rear ell with a new door to match the new front door and repair the surrounding trim.**
8. **Remove the unsound concrete hearth in the rear ell room and replace it with a brick flush hearth.**
9. **Plaster the brick and the stone fireboxes in the two first floor fireplaces.**

■ Second Floor

1. *Remove the fixtures and plumbing in the toilet room. Remove the chase and soil pipe. Remove the tile floor in the toilet room and repair or replace the wood floor beneath as necessary. Install new baseboard to match that in the adjoining hallway and bedroom. Restore the existing chairrail, replacing later sections with new to match the original profile and installing new chairrail on the east and south walls to match the profile of the original sections. Patch the plaster where damaged by plumbing and fixtures and chase. Remove the existing ceiling fixture. Paint the plaster and woodwork. Repair the door trim and door where they have been cut short to accommodate the higher tile floor.*
2. **Install a door to match the other doors on the second floor in the doorway of the bedroom.**
3. **Replace the stair skirt board on the east and south walls to match the original section of skirtboard on the west wall.**

4. Replace the attic door with a paneled door to match the closet doors in the second floor bedrooms.

■ Basement

1. *Construct two rooms and a small hallway in the back section of the basement on a raised floor, using pressure-treated lumber, with drywall walls and ceilings and vinyl tile flooring. The larger room will serve as a storage space, while the smaller room will be a toilet room. Provide two stock wood doors, one for each room. The toilet room shall have a toilet, lavatory, and a light/fan/heater fixture. HVAC and electrical shall be extended to both rooms. Paint the drywall and woodwork. Ceiling fixtures should be provided for the small hallway and the storage room.*

Building Systems

1. Clean the furnace, replace the sheetmetal enclosure for the remote air cooled condenser, replace the insulation installed on the refrigerant suction line, and replace the filters on both the furnace and the condensing unit.
2. Provide emergency and egress lighting on the first and second floors and in the basement.
3. Update the fire detection and alarm system to include the new rooms in the basement. Update the security system to create a separate zone for the first floor rear room and the basement toilet and storage rooms to allow these areas to be disarmed without disarming the rest of the house.
4. *Provide 2 additional high hat ceiling light fixtures per meeting room. Provide 2 outlets per interpreted room, 1 switched.*

General Conditions

1. Coordination and supervision of workers and sub-contractors, payment of bonds and permit fees.



Professional Services

Professional services are proposed from the planning phase through construction and are considered to be critical to the successful completion of this project.

1. **Preservation Architect —to provide Architectural Drawings, Specifications, and Construction Observation.**
2. **Structural Engineer — to provide Structural Drawings, Specifications, and Construction Observation.**
3. **Mechanical Engineer — to design the repair, upgrade, and/or replacement of existing mechanical, electrical, and plumbing building systems.**
4. **Paint Analyst — to determine the history of color application on the building.**
5. **Civil Engineer — to redesign the site, lowering the artificially high grade and designing barrier-free accessible paths and ramps.**

Cyclical Maintenance Program

CYCLICAL MAINTENANCE PROGRAM

In the preceding sections, restoration recommendations for the Alexander Douglass House were presented. Most of these recommendations addressed the restoration of deteriorated original historic fabric — deterioration resulting from unresolved preservation problems or deferred maintenance of the past. Cyclical maintenance is the most vital and cost-effective tool for the continued preservation of a historic structure. Accordingly, this section addresses the future maintenance concerns of the restored house when it is in use as a museum and meeting space.

As the following periodic maintenance tasks* are performed, all activities should be recorded in a maintenance log. This log would include a complete record of housekeeping and maintenance activities, details of work performed, dates executed, costs incurred, and names of personnel involved (whether in-staff or contractual). The log should be periodically reviewed for repeated repairs which may indicate more serious problems. Furthermore, an annual inspection and inventory should be compiled for each space and its furnishings, as well as the exterior of the building. Tasks have been outlined in accordance with their needed frequency: weekly, monthly, semi-annually, or annually. Several general maintenance recommendations have also been included. Additional tasks should be added to these lists and the frequency of specified tasks revised as necessary, so that thorough, conscientious maintenance can fully contribute to the continued preservation of the building.

** Much of the material on proper curatorial maintenance procedures was obtained from the book **Cyclical Maintenance for Historic Buildings** by J. Henry Chambers. For another excellent in-depth guide to cleaning methods and materials for historic houses, furnishings, and other artifacts, contact the National Trust for Historic Preservation (202:588-6296) to obtain "Housekeeping for Historic Homes and House Museums" by Melissa M. Heaver.*

A. GENERAL MAINTENANCE RECOMMENDATIONS

1. Monitoring the basement and attics on a regular basis and in varying weather conditions is extremely important to observe early signs of a failing roof and/or rainwater drainage system before it accelerates to cause serious damage to the structure.
2. Keeping the structure (including the basement, attics, and less frequently used areas) in a clean condition should be a high priority. The accumulation of dirt will lead to abrasive and chemical deterioration of the historic fabric affecting all long-term preservation efforts. Vacuuming is particularly important to pick up dirt and other protein-based materials such as hair that attract fabric-eating insects and other unwanted pests.
3. Provide exterior natural fiber mats with solid backings at entrance doors to remove dirt from visitors' feet prior to entering the structure. During rainy or snowy weather, a second interior mat should be used to further prevent mud and water from being tracked into the building.
4. If vandalism occurs, correct as soon as possible to deter additional damage by other vandals. Prior to removing graffiti, a small affected area should be tested with the least destructive cleaner, such as distilled water, or water with a neutral detergent. If scrubbing is required, a natural fiber bristle brush should be employed.
5. Do not use alkaline household cleaning products such as lye or ammonia on wood.
6. Remove heavy accumulations of snow by top-layer shoveling and/or sweeping before foot traffic compresses and melts the snow. Do not use snow removal materials such as salt or chemicals which may damage the masonry. If use of snow removal material is necessary, urea, primarily used as fertilizer, is commercially available in white pellet form as a de-icing product. It does not chemically attack masonry, metal, or vegetation, but is not effective at temperatures below +25 degrees Fahrenheit. Of the salt-based de-icing products, calcium chloride, which can potentially harm vegetation and corrode metal, is effective to -25 degrees and requires an application rate of only 2 to 4 ounces per square yard. Potassium chloride and sodium chloride each require 8 ounces per square yard and are only effective to +25 and +20 degrees Fahrenheit respectively. Potassium chloride can harm vegetation, but will not corrode metal, while sodium chloride can potentially harm vegetation and corrode metal. All salt-based, de-icing products are potentially damaging to masonry, and should not be used on historic fabric.
7. Painting should be undertaken only when actually necessary, and only on those areas requiring it. Unnecessary painting will obscure molding profiles and create an inflexible layer, which is subject to cracking and peeling.
8. Extra amounts of paint should be maintained as samples for matching paint colors and for touch-up work. The container should be kept full, replenishing the medium as required, and stored upside down to retard oxidation.

B. WEEKLY TASKS

1. INTERIOR

- a. Vacuum floors, carpets, hearths, and fireboxes.
- b. Dust horizontal surfaces such as window sills, chair rails, baseboards, and tops of door and window trim, taking care not to rub adjacent surfaces. Use only clean, untreated, soft cloths.
- c. Remove cobwebs with a cloth-covered broom in an outward and upward motion to avoid smearing wall or ceiling surfaces.
- d. Look for evidence of pests such as the following:
 - termites – dirt tubes, especially in cellar
 - carpenter ants – saw dust beneath wooden elements
 - carpenter bees – $\frac{1}{4}$ " circular holes in wooden exterior elements, especially on the sunny side (south) side of the building
 - powder post beetles – bright white frass
 - bats – holes at eaves, and black staining on upper floor ceiling
 - squirrels and raccoons – access holes and claw marks, chewed elements, and excrement
 - birds – holes at eaves, birds perching on building
 - mice – chewed elements and excrement
 - webbing clothes moth – chewed protein-based materials such as wool
 - carpet beetles – silken trail of excrement in same color as damaged material
 - silverfish – lacy damage on paper and glued material

Note: An entomologist or Restoration Architect should be consulted for methods of exterminating these pests that are sensitive to the historic building and historic collections rather than a regular pest control service.

- e. Remove and shake interior mats at entranceways.

2. EXTERIOR

- a. Remove and shake exterior mats at entranceways.
- b. Sweep porch, stoop, walks, and steps, especially under mats.

C. MONTHLY TASKS

1. PLASTERWORK

- a. Use dry methods to clean plaster surfaces. Use a vacuum cleaner with a wide dusting brush to clean walls and ceilings. Use a light, even touch with overlapping strokes, beginning at a corner near the floor and moving upward to the ceiling. Clean vacuum brush frequently.
- b. Inspect walls and ceilings for deteriorated plaster surfaces, evidence of water entering through exterior walls (at open mortar joints or gaps at woodwork) or

roof (at faulty roofing or flashing). Repoint mortar joints, caulk gaps at woodwork, and/or repair roofing/flashing as necessary.

- c. Inspect plaster surfaces for areas of plaster loose from the lath. Patch failing areas as necessary using new plaster matching the constituent composition, workmanship, and color of the old plaster.

2. FLOORING

- a. Clean or replace exterior natural fiber mats (with solid backings) at front and rear entrances.
- b. Wash or replace interior cloth mats at front and rear entrances.
- c. Remove carpets, shake, and vacuum the floors underneath.
- d. Remove dirt in cracks between floor boards with a blunt wood or metal tool.
- e. Inspect floor boards for dangerously worn sections, and cracked or broken boards. Repair as necessary, matching the size, grain pattern, species, workmanship, and finish color of all repairs. Replace only the deteriorated section(s) of the floor board, not the entire length.

3. DOORS

- a. Inspect door locks and latches for proper function, and door hinges for proper swing. When loose due to enlarged nail or screw holes, fill and reattach. Fill loose knob-set screw holes with solder and redrill. Build up worn hinge knuckles with matching material. If loose screws or worn knuckles are not the cause of an ill-fitting door, structural movement may be indicated.
- b. When possible, remove hardware when repainting doors to prevent sanding abrasions and to facilitate a quality painting job. Prior to reinstallation, recondition hardware as described in hardware paragraph below. When non-destructive removal of the hardware is infeasible, protect the hardware from paint spills and sanding abrasions.
- c. Clean easily soiled areas around doorknobs.

4. WINDOWS

- a. Wash windows with a weak non-ionic detergent solution, protecting sills and sash, and taking care not to allow solution to run onto woodwork.
- b. During the winter, inspect the window glass for condensation, which can cause damage if the paint film on the sash permits moisture infiltration. If condensation exists, apply a mixture of equal parts glycerin and methylated spirits to the inside of the glass with a soft cloth after each winter washing. Reseal paint film on sash as necessary. After repainting windows (interior or exterior), open and close for several days to prevent sealing of the windows by the paint film.

5. INTERIOR WOODWORK & TRIM

- a. Wash oil-based modern paint surfaces with non-ionic detergent in soft water and two damp sponges, thoroughly rinsing and drying each area. Do not clean with

alkaline household cleaning products such as lye or ammonia. Do not allow solution to run or drip on to adjacent surfaces. Change rinse water frequently.

6. INTERIOR PAINT

- a. Check for isolated blistering or peeling of paint surfaces on walls, ceilings, and woodwork.
- b. Check where moisture is entering plaster/wood and stop leaks.
- c. Split blisters, scrape peeling areas, and sand rough spots.

7. BASEMENT

- a. Inspect basement space noting musty or damp smells, and using a humidity-indicating device to test for moisture content. When moisture content exceeds twenty percent, a window fan or dehumidifier should be used to dry the air and prevent wood deterioration.
- b. Inspect floors for areas of standing water or visible dampness. Determine source of moisture infiltration and stop.
- c. Inspect framing for fruiting bodies growing out of wood, a sign of active biological deterioration. Treat as necessary.

8. FIRE EXTINGUISHERS

- a. Test fire extinguishers (to be located at each level) for proper function. Refill and/or replace as necessary.
- b. Test smoke and fire detectors. Replace batteries as necessary.
- c. Test all security systems for proper operation.

9. STAIRWAYS

- a. Inspect stair railings for loose or missing attachments; reattach as necessary.
- b. Inspect treads for dangerously worn sections, cracking or broken treads. Replace when necessary, matching the size, thickness, nosing profile and projection, grain pattern, species, workmanship, and finish color of the original tread.

10. FIREPLACES & FLUES

- a. Clean fireplace brick with a clean, soft cloth dampened in distilled water and followed by thorough drying with a second cloth.
- b. Check fireplace box floor for signs of brick deterioration (brick dust and/or pieces of brick or mortar) or animal activity (nesting materials, droppings, etc.). When these signs are present, consult a professional and treat accordingly. Check for debris in the base of heater flue by regularly inspecting the cleanout in the boiler room.
- c. Have a professional inspect and clean all flues annually.

D. SEMI-ANNUAL TASKS (Spring and Fall)

1. ROOFING SHINGLES

- a. Check for worn, loose or missing shingles.
- b. Repair leaks, weak areas, loose attachments.
- c. Replace missing shingles.

2. SHEET METAL FLASHING

- a. Check for cracks, warps, distortions or weak areas, loose or damaged seams, loose attachments.
- b. Check for loose, damaged or missing sections. Check substrate underneath for moisture damage, especially at attachment points.
- c. Replace damaged or missing sections to match existing sections. Repair leaks and weak areas.
- d. Reattach to repaired masonry or wood substrate.
- e. Paint flashings to match color(s) of adjacent construction.

3. WATER CONDUCTION SYSTEMS/GUTTERS AND DOWNSPOUTS

- a. During a heavy rainstorm, look for leaks or blocked sections of water conduction systems.
- b. Clean system of any blockages and repair leaks.
- c. Check for any loose gutters and downspouts. Reattach as necessary.
- d. Any downspout replacement sections should be installed with seam turned out away from the wall or in such other manner that downspout leaks will not cause hidden masonry damage.
- e. Any downspout replacement should be of simple, uncorrugated cylindrical form and of adequate size for area draining into it.

4. CAULKING COMPOUND

REPLACEMENT SCHEDULE: As required, about every 6 years

- a. Check caulk for brittle, cracked or missing pieces.
- b. Remove any damaged area, clean, prime or seal according to manufacturer's specifications, provide backer rods and bond-breaker tape as required, replace caulk.
- c. Sealant should be factory mixed color to match adjacent construction or should be paintable.

5. WOODWORK: DOORS, WINDOWS, SHUTTERS, CORNICES, AND TRIM

- a. Check for moisture damage, warping, splitting and unsound joints.

- b. If wood is decayed, determine source of moisture, stop leaks, and replace decayed wood and damaged flashing. Repair unsound joints.
 - c. In painted woodwork, seal fine cracks with wood filler. Check putty for cracks or missing pieces. Re-glaze where necessary.
 - d. Coat all bare wood with preservative and refinish in accordance with painting paragraph below.
 - e. Prime and paint any new flashing, putty or other glazing materials.
 - f. Check for loose attachments of hardware. Reattach as necessary.
 - g. Lubricate moving parts, such as door hinges and shutter hinge pintles, with non-running grease or silicone. Open and close shutters to prevent rusting of pintles.
6. **GLASS**
- a. Check for cracked or broken panes of glass.
 - b. Where cracked glass is modern, replace; where cracked glass is historic (distinguishable by surface imperfections), check the pane for tightness and, if loose, replace. Replace all broken glass. Replacement panes should be matching salvaged historic glass whenever possible, and tempered or other safety glass where required.
7. **EXTERIOR PAINT**
- REPLACEMENT SCHEDULE: Every 5 to 8 years*
- a. Check for worn, bare spots, blistering, peeling, mildew.
 - b. Check where moisture is entering wood and stop leaks.
 - c. Wash mildew with fungicide.
 - d. Split blisters, scrape peeling areas, remove rust and sand rough spots.
 - e. Coat bare wood with preservative.
 - f. For ferrous metals, scrape and wirebrush deteriorated paint and rust from metal.
 - g. Prime and paint (two finish coats) wood using materials compatible with the preservative.
8. **TERMITES**
- a. For Fall inspection – have a professional exterminator or house inspector inspect building for termites and other wood-damaging insects. Note evidence of insect activity: small holes in the wood, small piles of sawdust, clay tubes on pieces of wood, or actual insects.
 - b. Treat as necessary according to recommendations of an entomologist experienced with historic buildings and collections.

9. HARDWARE

- a. Clean door hardware after applying a cardboard template to protect door surface. Polish brass only when actually tarnished, as a portion of the metal is removed each time. Cover adjacent dissimilar metals with paper prior to polishing brass.
- b. Recondition hardware as required, cleaning locks of accumulated rust and dirt.

E. ANNUAL TASKS

Note: the annual tasks should be undertaken in the Spring or Fall months after a rainstorm. In addition, the building's exterior and grounds should also be inspected after any rainstorm with high winds (over 40 m.p.h.) so that any damage can be uncovered and immediately addressed

1. FOUNDATION STUCCO

- a. Check for moist areas, cracks, loose chunks or crumbling stucco and concrete.
- b. Repair using stucco or concrete patching material which matches the composition, color, texture, and finish of existing. Adequately bond patches to substrate and reinforce large patches with fiberglass mesh or galvanized metal lath.
- c. Reflash and/or recaulk cracks and leaking joints as required.

2. STRUCTURAL CHECKPOINTS

- a. Check exposed exterior and interior surfaces of walls and foundations, with particular attention to floor openings, wall openings and changes in wall masonry material. Check for cracks, collapsing, leaning or bulging areas or other signs of uneven settlement, movement or structural deterioration.
- b. Check interior wall surfaces at upper levels, with particular attention to joints between side and front and rear walls, joints between floor and end walls, and joints between partitions and ceilings. Check for cracks, crumbled plaster, gaps between finishes or other signs of movement.
- c. Check exposed roof framing members for rotted, split, or cracked timbers. Check exposed masonry where timbers bear on walls for crumbling or gaps which might indicate wall movement.
- d. If deteriorated structural members, significant cracks or other signs of movement are observed, review structural condition of building with a professional engineer experienced in the evaluation of historic buildings and qualified to evaluate the structure's condition in order to ensure that adequate safety standards and precautions are met. Take remedial action as necessary in accordance with the engineer's recommendations.

3. BUILDING ENVELOPE CHECKPOINTS

- a. In the early fall, check for openings in the building envelope where pests could enter and nest for the winter. Caulk or fill holes as necessary. Use aerosol styrofoam (recessed from surface) to fill holes that could potentially be used by mice to enter the building.

4. ELECTRICAL SYSTEM

- a. Have a professional electrician or house inspector check once a year for potential problems with the electrical system. Correct as necessary.

5. PLUMBING SYSTEM

- a. Have a professional plumber or house inspector check once a year for potential problems with the plumbing system. Correct as necessary.

6. HEATING SYSTEM

- a. Have a professional heating contractor or house inspector check once a year for potential problems with the heating system. Correct as necessary.

7. EXTERIOR PAVING

- a. Check for missing, loose, and/or broken paving bricks and dangerous or uneven sections of paving.
- b. Re-secure loose bricks and replace missing or broken bricks with new or salvaged paving bricks to match the existing in size, color, texture, and hardness.
- c. Replace any uneven sections of paving which present tripping hazards.

8. VEGETATION

- a. Check health of all existing trees.
- b. Prune trees as necessary to promote health and to prevent branches from rubbing the building's roof or walls.
- c. Remove any shrubs or volunteer plant growth within 2' of the building's foundation walls.

9. GRADING

- a. Check slopes of grading adjacent to all foundation walls to verify rainwater will travel away from building.
- b. Distribute additional topsoil as necessary to establish positive slopes away from building, taking care not to cover any wood sills or trim with soil. Look for artifacts during ground disturbance. If any artifacts or archaeological features are observed or if significant excavation is planned, consult an archaeologist.

Conclusion

The Alexander Douglass House and the history of its preservation represent Trenton's commitment to remembering the City's heritage and preserving it for future generations. The house was saved three times by moving it through the combined efforts of interested citizens in the community and the City. In public ownership, the building has been preserved for more than three-quarters of a century. The purpose of this document is to provide the information necessary to continue these preservation efforts and advance them to the next level through restoration and reuse of the building.

This report provides an understanding of the scope of work necessary to return this building to active use and to restore its historic appearance so that it can continue to serve as a reminder of Trenton's rich history. The City of Trenton has recognized the value of the building by maintaining it and by having this Preservation Plan & Feasibility Study prepared to guide its rehabilitation and reuse. The building, as it stands, is in fairly good condition, but does not reflect its original exterior appearance, is improperly interpreted to the public, and is not handicapped accessible. In addition, the size and configuration of the building limit its potential future uses. Given the historical value of the building, a continued role in the interpretation and promotion of Trenton's history is the most viable reuse of the building. This reuse, however, would not be as a house museum, but as a visitors' orientation center with exhibitions combined with a setting for small community meetings. This will result in the least negative impact on the remaining historic fabric while providing maximum value to the public. Any other use would require significant changes to the building.

While the City has consistently maintained the building, the \$752,469 cost of restoration represents a higher investment cost. In order to secure funding for the restoration, the City may appeal to the New Jersey Historic Trust's Garden State Historic Preservation Trust Fund. The development of this Preservation Plan will strengthen that appeal. Other sources of funding should also be researched. These may include appeals through heritage or historical organizations, preservation organizations, professional and civic organizations, foundations, corporations, and small businesses. Information about potential donors may be obtained from such sources as foundation directories, Chamber of Commerce lists, the New Jersey Historic Preservation Office, and the Business and Society pages of local newspapers. The National Trust for Historic Preservation's Forum Resource Guide lists the following resources available to Forum members: National Trust Preservation Services Fund, which will fund architectural services costs; Johanna Favrot Fund for Historic Preservation; Cynthia Woods Mitchell Fund for Historic Interiors; and, National Trust Loan Funds. The City may wish to join the National Trust's Forum in order to take advantage of these resources.

The City of Trenton has been a conscientious steward of this important historic resource since 1925. The continued commitment of the City will be necessary to improve the standard of care and to move forward with the expansion of the City's mission to serve the community through the preservation and interpretation of its heritage at this site.

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Appendix A

Structural Engineer's Report, December 2002



Site Visit Memorandum #1

Project: Alexander Douglass House
Trenton, NJ

Date of Issue: December 27, 2002

Project No: 02155

Date of Visit: November 8, 2002

Client: Westfield Architects &
Preservation Consultants

Weather: Clear, cool

Visit by: Suzanne Pentz

Met With:

Distribution: Margaret Westfield, R.A.

Purpose of Visit:

To provide structural consulting to WA&PC for a Preservation Plan and Feasibility Study for the Alexander Douglass House.

Observations:

We conducted a general walkabout survey of the house exterior and interior. Our survey was limited to the physically and visually accessible areas of the building. Where structural elements were concealed by finishes, we did not perform any destructive probes. Instead, we relied on the appearance of the finishes to suggest the condition of the concealed structure. No calculations were performed as a part of this survey.

Overview

The original portion of this two story wood frame house was built circa 1760. However, the building has been altered and moved from its original site three times, and it is unlikely that any of the original structure survives. The house now consists of two parts: a c.1800 front section with a simple gable roof running east/ west, and a rear ell with a cross gable. The front section has a side hall plan, while the rear section encompasses a single room.

Exterior

The entire house is covered with clapboards, with the exception of a small portion in the rear ell where the stone chimney base is exposed. The front wall of the building is noticeably bowed outward, particularly at the top. We also noted the front porch roof is sloped, although it may have been built that way.

NOTE Site observation visits are conducted for the purpose of observing the general nature and technical progress of the work and do not replace regular quality control inspections.



In general, the exterior walls appeared to be in good condition. Clapboards provide excellent continuity to the wall structure and can compensate for certain deficient conditions that may exist within the walls.

Paving around the perimeter of the house appeared to be uneven and may present a tripping hazard.

Roof/Attic

The building presently features a wood shingle roof. This lightweight historically appropriate roofing material appears to be nearing the end of its lifespan.

While the roof over the rear section was inaccessible, the attic over the front section could be entered. The roof is framed with paired rafters that are joined at the ridge. Above the rafters are spaced boards (skip lath) supporting solid plywood sheathing. Plywood is often a poor substrate for a wood shingle roof as it does not allow the wood shingles to ventilate.

We also noted that the overlap (exposure) of the present wood shingles does not seem to correspond with the spacing of the existing skip lath.

Attic floor joists run perpendicular to the roof ridge. The joist space has been insulated and the details of the end bearing are obscured.

Second Floor Framing

The second floor framing could not be seen as it is concealed within the floor/ ceiling envelope. However, the second floor has a generally substantial feel to it and no obvious distress was noted. The rooms are lightly used.

First Floor Framing

The flooring in the first floor of the house is tongue-and groove boards. The boards are generally worn and have been nicked and damaged by previous floor covering attachments. Many gaps exist between the boards. It appears that the boards must have been removed and reassembled several times over the course of the building's many moves.

We noted that the first floor generally felt somewhat limber. A concrete hearth for the fireplace in the rear section was substantially cracked.

The framing for the first floor can be seen from the basement below. The joists in the front section run north/ south, while the joists in the rear section run east/ west and appear to be of a

NOTE Site observation visits are conducted for the purpose of observing the general nature and technical progress of the work and do not replace regular quality control inspections.



more modern vintage. There is a steel beam directly under the wall between the front and rear sections.

Some of the joists in the front section appear to be quite old, and many of them have been sistered with modern joists. The joists are not visibly connected to the sill plates at the walls.

The joists in the front section have notched bearing over the steel beam. It is not clear why the notching was necessary, since there is plenty of headroom in the basement.

There is some haphazard and inventive framing supporting the fireplace hearth in the rear section. The cracks in the concrete hearth above appear to be directly related to this deficient framing.

Basement

The house was placed onto an extraordinarily deep basement during its last move. This modern basement is built of concrete masonry unit (CMU) block walls with a concrete slab on grade. CMU piers support the steel beam separating the front and rear sections. Some step cracks were observed in the west CMU wall.

Stair

The stairs are in the southeast corner of the front section. In general, the stairs appear to have been reworked to provide access to both sections of the house.

The construction of the stair from the first floor to the second floor cannot be seen, but no obvious distress was noted.

The stair to the basement is accessed from the rear ell. Some of the stair horses are thin boards that appear to have recycled from earlier construction. The stair horse directly against the east wall is not properly bearing at the top. Only its upper edge is bearing, so that a split has developed at the notch.

Wall Construction

There appear to be a variety of wall construction types in the Douglass House. The partition wall between the front parlor and hall is a plank wall. The exterior walls are generally of stud construction and are plastered on their interior face. Some remnants of the original heavy timber stud frame with infill brick nogging may exist within the exterior walls. Nogging was visible in a closet on the second floor west wall.

NOTE Site observation visits are conducted for the purpose of observing the general nature and technical progress of the work and do not replace regular quality control inspections.



Details of how the building may have been moved are not known. Since the present clapboards seem to be all replacement pieces, there may have been ample opportunity for changes/ repairs to the wall construction.

In typical 18th century timber frame construction, the wall studs would be mortised and tenoned into the sill plate, and the floor joists would also be integrally connected with the sill with similar pegged construction. However, at the Douglass House, the sill seems to be a modern replacement piece, and there is no visible connection of the studs to the sill. It appears that the original mortise and tenon joinery may have been cut off and reworked during one or more of the building's moves. The present connections rely on gravity, friction, and a few toenails for stability.

Curiously, there appear to have been some shims installed between the studs in the front wall and the clapboards. Since this wall is bowed, the movers may have encountered difficulty in reapplying straight clapboards to a distorted frame.

Summary

Due to the multiple moves and extensive alterations, the structural elements in the Douglass House are generally not well-connected. Examples include the reworked stud/ sill/ joist connection, and the shimming between the studs and the clapboards. Due to the redundancy provided by finish elements such as the clapboards, lath & plaster, and floor board diaphragms, the lack of integral structural connections has not yet become manifest as substantial distress. However, there are signs that subtle movements have occurred. Over time, and with continued decay or accumulating alterations, these conditions may present more of a problem.

Recommendations

Urgent Priority:

1. Reinforce stair framing to basement. Shore the stair until the reinforcements are installed.

Medium Priority:

2. Repair/reinforce first floor hearth framing in rear ell.
3. Reinforce deficient areas of first floor framing and improve wall/ sill/ stud connections where these are easily accessible.
4. Reset exterior paving on level compacted base.

NOTE Site observation visits are conducted for the purpose of observing the general nature and technical progress of the work and do not replace regular quality control inspections.

Lower Priority (Cyclical Maintenance)

5. Expose roof and attic floor framing during next reroofing (assumed to be within the next five years) and perform localized repairs and improvements to structural connections. If wood shingles are used for reroofing, consider replacing the roof substrate to provide better ventilation and longer life to the shingles.
6. Monitor building for continued structural movements, decay, or distress.

SMP:smp/tl
File: L:\2002\02155 Douglass House\Douglass House SVM #1 12-27-02.doc

NOTE Site observation visits are conducted for the purpose of observing the general nature and technical progress of the work and do not replace regular quality control inspections.

Appendix B

Mechanical Engineer's Report, November 2002

ROBERT D. HUBBARD CONSULTING ENGINEERS INC.

*10 Tanner Street, Haddonfield, New Jersey 08033-2404
Telephone 856-795-0161, Facsimile 856-795-4906*

ENGINEERING SYSTEMS REVIEW REPORT

**DOUGLASS HOUSE
TRENTON, NEW JERSEY**

NOVEMBER 26, 2002

A review of the existing plumbing and drainage; heating, ventilating and air conditioning; and electrical systems was performed on November 8, 2002 at the Douglass House in Trenton, New Jersey.

EXISTING CONDITIONS

Plumbing & Drainage System

There is a toilet facility located on the second floor consisting of a tank type water closet and lavatory. Both fixtures are white, vitreous china and appear to be in good condition.

The waste piping for the toilet room is located in the front left corner of the structure and exits the building through a street vent in the front basement wall. This piping is cast iron with lead-oakum joints. There is a leak in the vertical waste piping. This leak appears to be at the first floor, accessible from the basement, and could be repaired using a plumbing epoxy repair system.

The domestic water enters the basement on the left side of the building. All the hot water and cold water piping that was visible is copper with soldered connections.

There is a 40 gallon gas fired hot water heater located in the basement. From its visual appearance, the water heater appears to be in good condition. The flue venting is joined to the venting of the gas fired warm air furnace. Natural gas is supplied by a gas line entering the basement at the front of the building. A gas meter and steel distribution piping supply natural gas to the furnace and the hot water heater.

Heating/Cooling System

The heating and air conditioning system consists of a Heil Manufacturing vertical gas fired warm air furnace with approximately 60,000 BTU input located in the basement. The return air passes through a 1" thick throwaway fiberglass filter. A direct expansion coil for air conditioning is located on top of the furnace.

The furnace flue gases are vented by a dual wall metal stack that extends upward through an old chimney flue and exits at the top of the chimney. Air is distributed from the furnace to the first and second floors by galvanized sheetmetal ducts in the basement, round ducts up through the building, and low sidewall grilles in the various rooms (two on the first floor and two on the second floor). There is a single floor grille for return air on the first floor.

The furnace was operational during this site visit, however the operation of the air conditioning system is unknown. The controlling low voltage thermostat is located in the first floor corridor.

Condensate from the cooling coils is collected in a combination sump pump unit and is discharged to the outdoors.

Electrical System

The electric service for the building is located underground in front of the basement. The service is 120/240 volt, 1 phase, 3 wire, 200 amp. The main electrical

panel has 2 pole, 200 amp circuit breaker for the main, and two (2) 2 pole, 30 amp circuit breakers and ten (10) 1 pole, 200 amp circuit breakers.

The wiring throughout the building is Romex (Type NM) and where visible, it appears to be in good condition.

There are a small number of receptacles in the house, and most receptacles are controlled by light switches.

Lighting is minimal, consisting of a wall sconce in each room. Each light is activated by manually screwing in the existing lamp. The toilet room has an overhead lighting fixture.

The time clock in the basement operates a colonial light standard with mercury lamp in the rear brick paved area. On the right rear of the building, a modern wall pack high pressure sodium light fixture is controlled by a wall switch at the rear door.

RECOMMENDATIONS

Plumbing & Drainage System

All the plumbing fixtures appear to be in good condition and in working order. As previously noted the leak in the waste piping should be repaired.

Heating/Cooling System

The furnace appears to be in fair condition. Cleaning the unit and some touchup paint would improve it. The sheetmetal enclosure for the remote air cooled condenser unit located outside is in poor condition. The insulation installed on the refrigerant suction line is in poor condition and should be replaced. Filters are to be replaced on a regular basis.

Electrical System

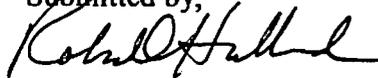
The receptacle next to the lavatory in the toilet room is not ground fault protected and should be replaced with a GFI receptacle.

The existing interior lighting is very limited, and its operation by screwing in the lamp is not optimal. Depending on the use of the facility, additional lighting may be required. The present electrical system can easily support an increased lighting load. It was also noted that there isn't any exit or emergency lighting in the building. Again, the usage of the facility would dictate the necessity of emergency and exit lighting.

The building has an existing security system, however it is recommended that a fire alarm system be installed and combined with the security system.

To conclude, the present plumbing and drainage, HVAC, and electrical systems are adequate for the facility.

Submitted by,



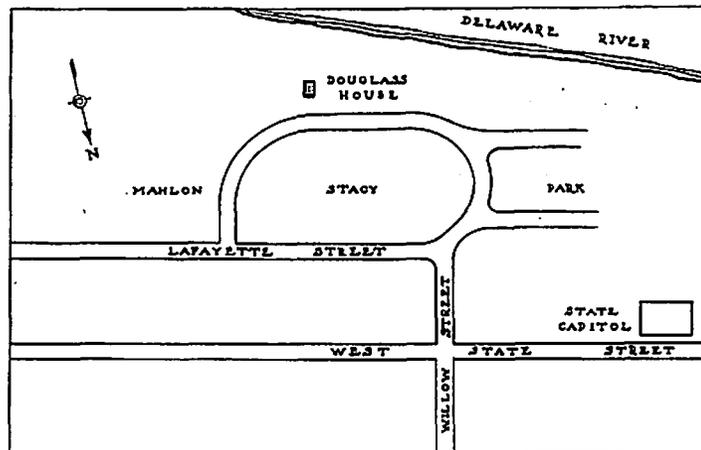
Robert D. Hubbard, PE

Appendix C

Historic American Buildings Survey Drawings, March 1936

DOUGLASS HOUSE

MAHLON STACY PARK, TRENTON, N. J.



PLOT PLAN

HISTORIC AMERICAN BUILDINGS SURVEY
 U.S. DEPARTMENT OF THE INTERIOR
 NATIONAL PARK SERVICE
 BRANCH OF PLANS AND DESIGN

MEASURED: MARCH 16-20 1936

DRAWN: MARCH 31 1936

MEASUREMENTS CHECKED: APRIL 27-36: H.O. AITKEN



DRAWINGS APPROVED:

DRAWINGS APPROVED:

ACCEPTED FOR LIBRARY OF CONGRESS:

Seymour Williams
H. G. Aitken

DISTRICT OFFICER

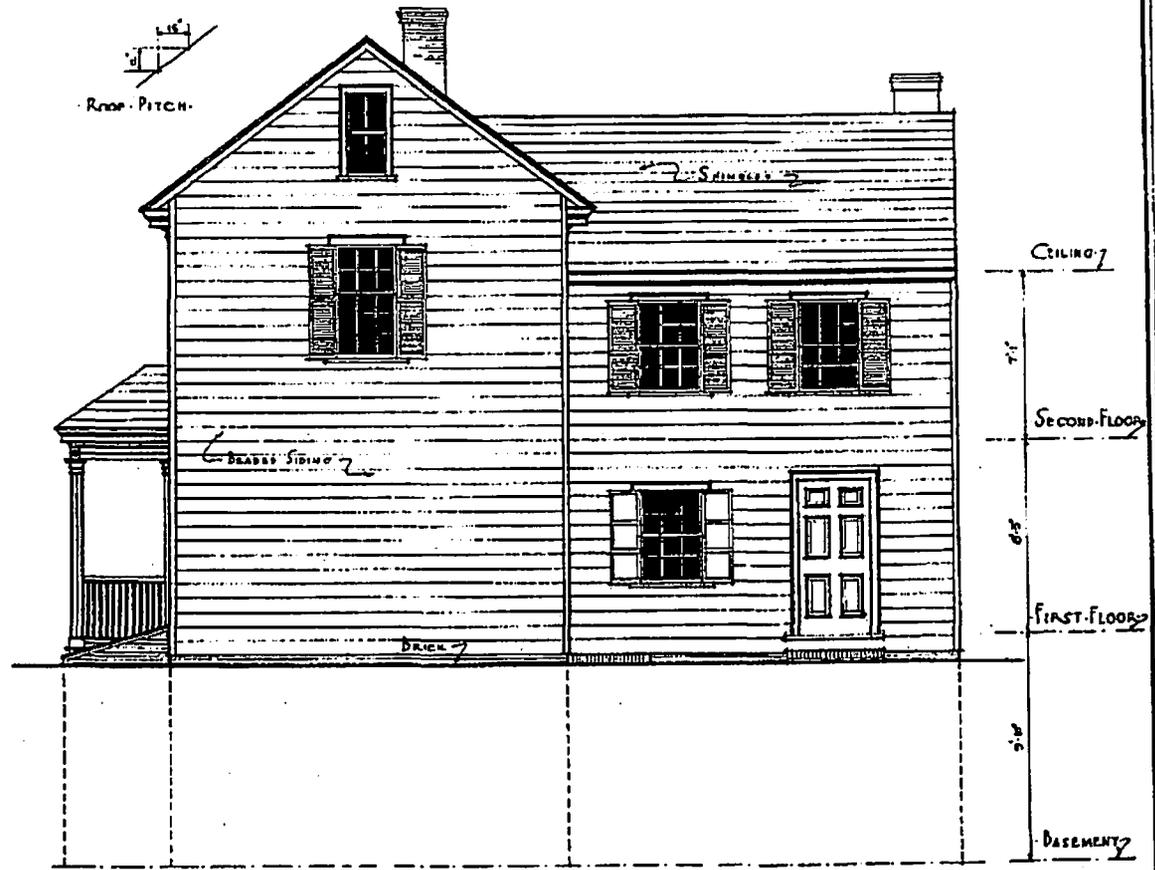
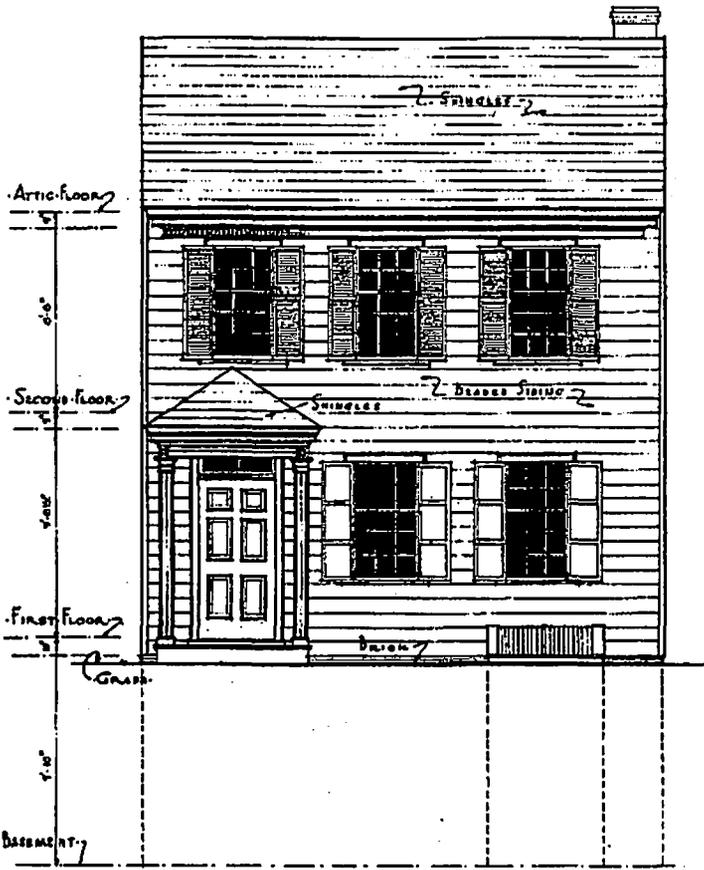
CHIEF ARCHITECT

STATE OF NEW JERSEY DISTRICT NO 6

DISTRICT OFFICER
 SEYMOUR WILLIAMS-AIA
 H. G. AITKEN SUPV. MERCER CO.
 FIELD PARTY: J. H. HARVEY
 H. O. BLEDINGTON

SURVEY NO.
6-237
 SHEETS-1 to 3

INDEX NO.
 N. J.
 H. T. 11
 8



• NORTH • ELEVATION •

• WEST • ELEVATION •

J. H. HARVEY, ILL.
NEW JERSEY DISTRICT

U.S. DEPARTMENT OF THE INTERIOR
OFFICE OF NATIONAL PARKS, BUILDINGS, AND RESERVATIONS
BRANCH OF PLANS AND DESIGN

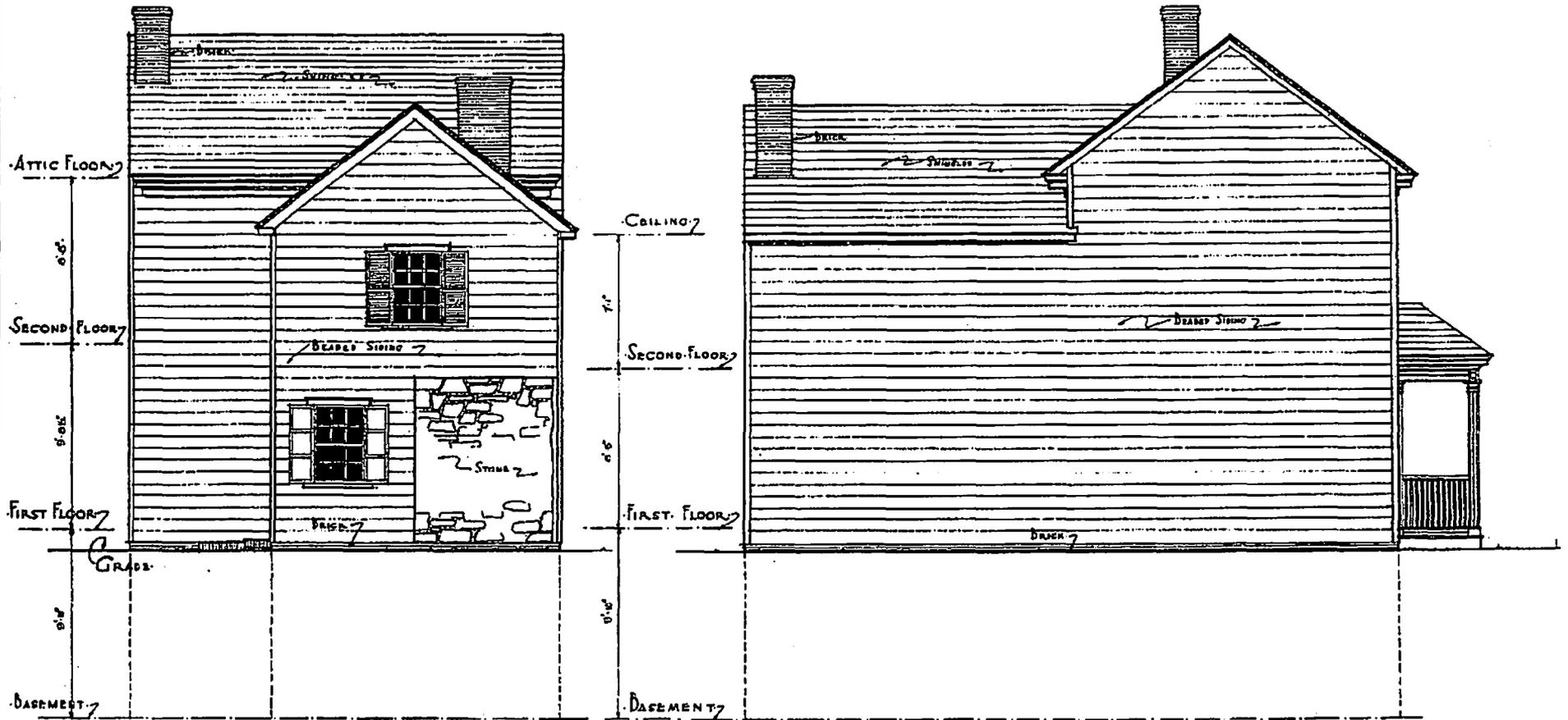
NAME OF STRUCTURE
• DOUGLASS HOUSE •
• STACY PARK • TRENTON, N. J. •



SURVEY NO.
6-237

HISTORIC AMERICAN
BUILDINGS SURVEY
SHEET 1 OF 3 SHEETS

INDEX NO.



SOUTH ELEVATION

EAST ELEVATION

J. HARVEY, INC.
NEW JERSEY DISTRICT



U.S. DEPARTMENT OF THE INTERIOR
OFFICE OF NATIONAL PARKS, BUILDINGS, AND RESERVATIONS
BRANCH OF PLANS AND DESIGN

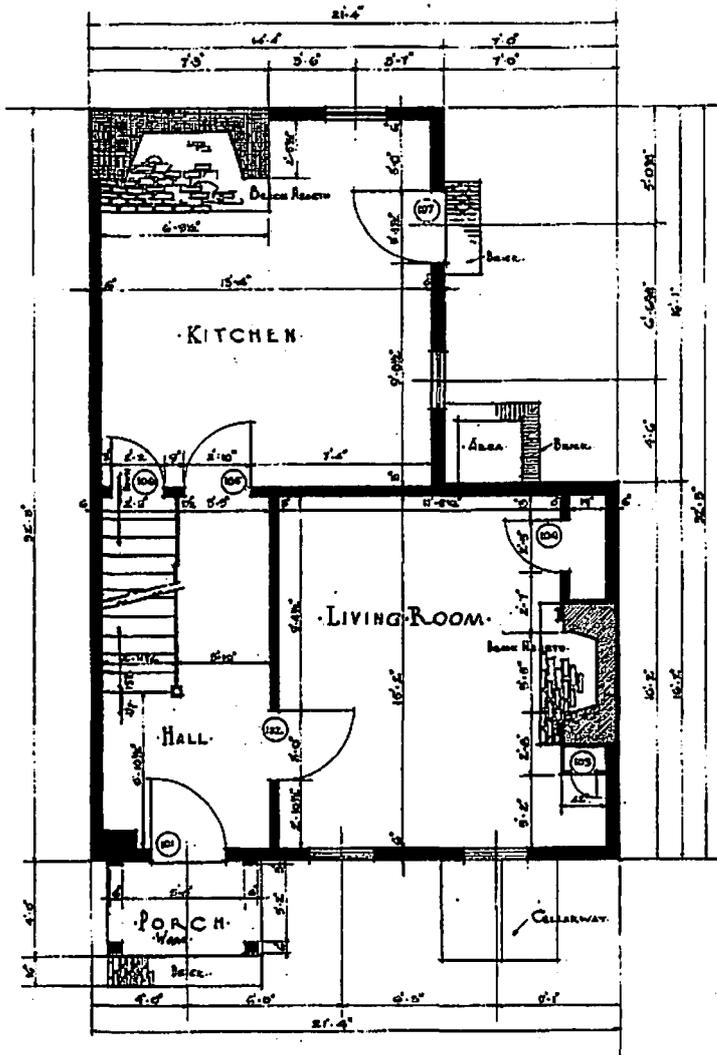
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DOUGLASS HOUSE
STACY PARK TRENTON N.J.



SURVEY NO.
6-237

HISTORIC AMERICAN BUILDINGS SURVEY
SHEET 2 OF 3 SHEETS

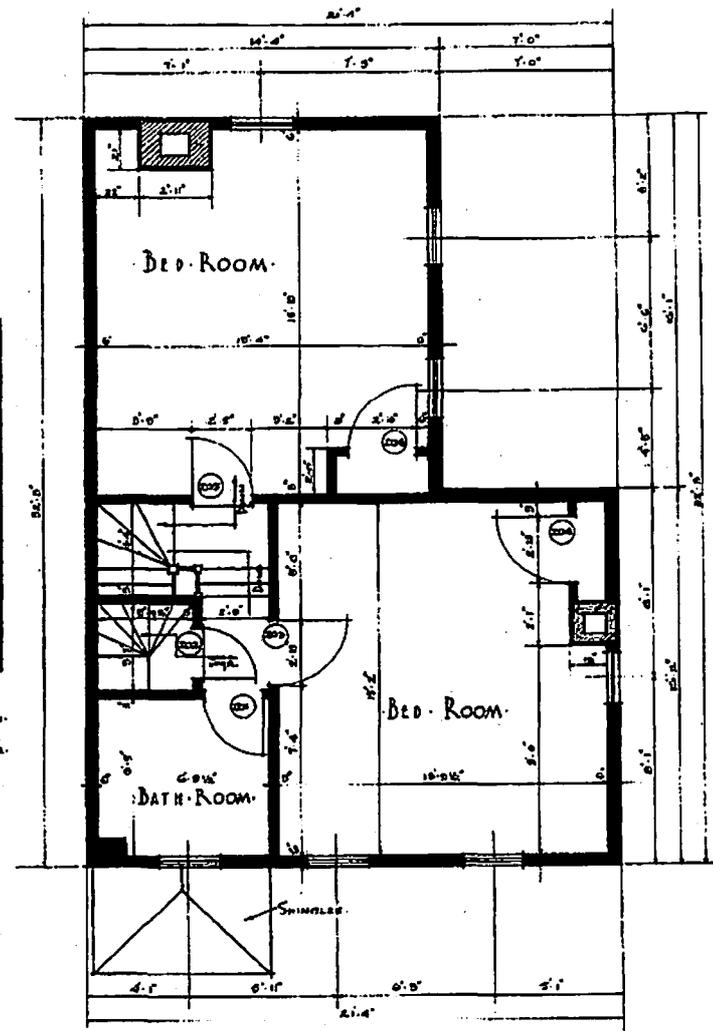
INDEX NO.



FIRST FLOOR PLAN

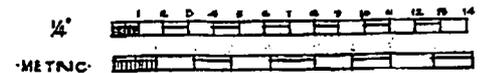
NO.	SIZE
101	3'-2" X 6'-0"
102	5'-0" X 6'-7"
103	11'-6" X 6'-2"
104	2'-3" X 6'-0"
105	2'-10" X 6'-0"
106	2'-2" X 6'-0"
107	5'-10" X 6'-0"
201	2'-0" X 6'-0"
202	2'-2" X 8'-7"
203	2'-10" X 6'-0"
204	2'-10" X 6'-0"
205	2'-9" X 6'-0"
206	2'-10" X 6'-0"

NOTE - ALL FLOORS - RAUBON - WHITE - YELLOW - PINE.
 WALLS AND CEILING - WHITE.
 COAT - PLASTER.



SECOND FLOOR PLAN

SCALE



J. H. HARVEY, DEL.
 NEW JERSEY DISTRICT

U.S. DEPARTMENT OF THE INTERIOR
 OFFICE OF NATIONAL PARKS, BUILDINGS, AND RESERVATIONS
 BRANCH OF PLANS AND DESIGN

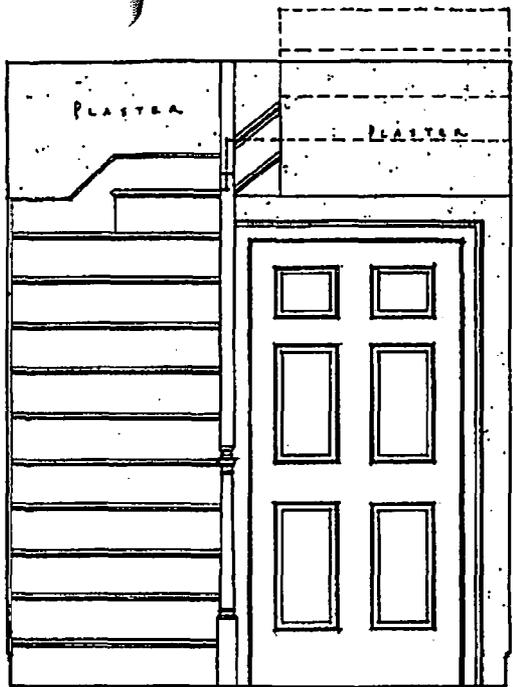
NAME OF STRUCTURE
DOUGLASS HOUSE
 STACY PARK TRENTON N.J.



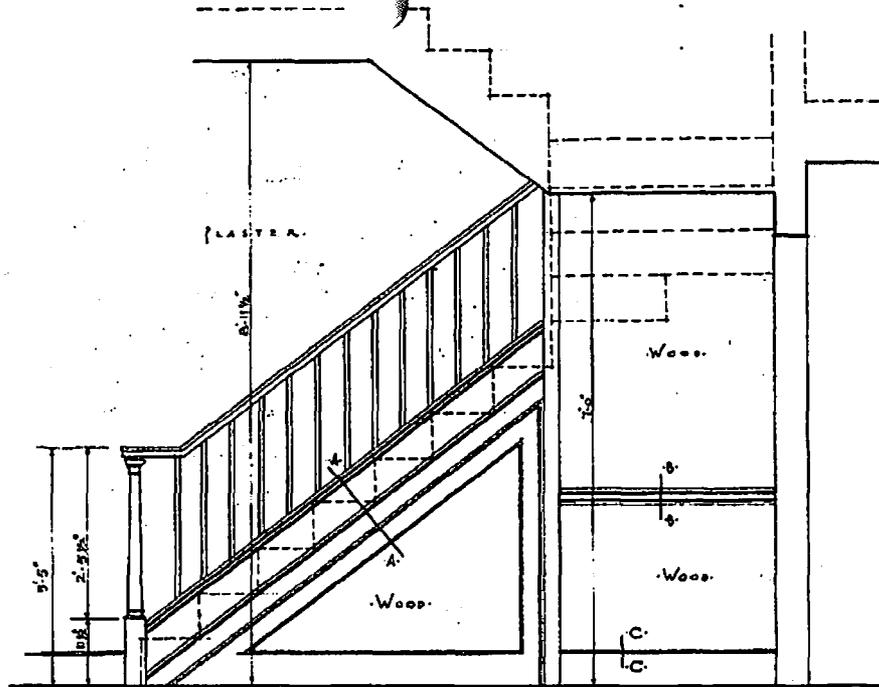
SURVEY NO.
6-237

HISTORIC AMERICAN
 BUILDINGS SURVEY
 SHEET 3 OF 5 SHEETS

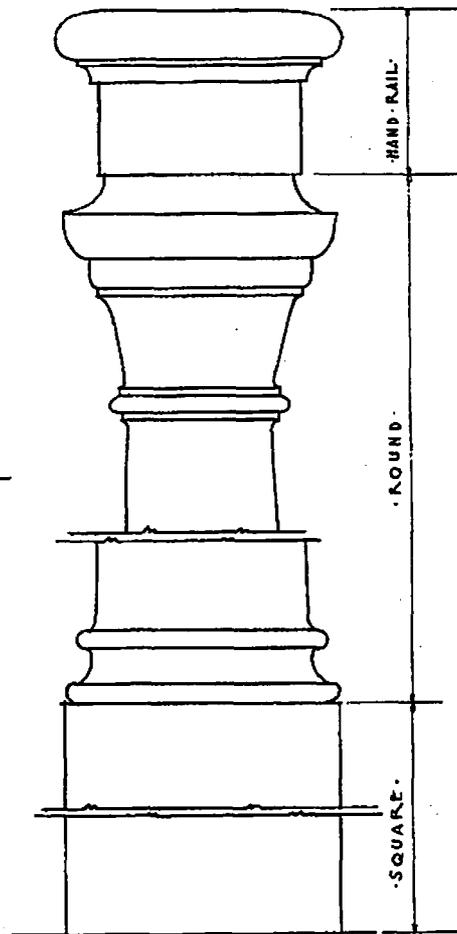
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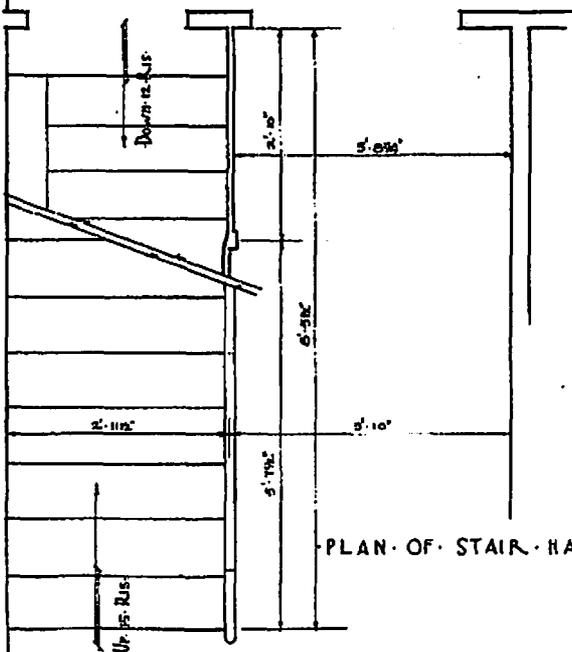
ELEVATION AT FRONT 14'-1.0"



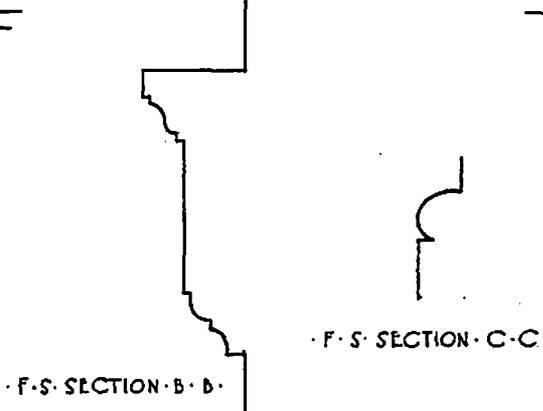
ELEVATION AT SIDE 14'-1.0"



F.S. DETAIL OF STARTING NEWEL

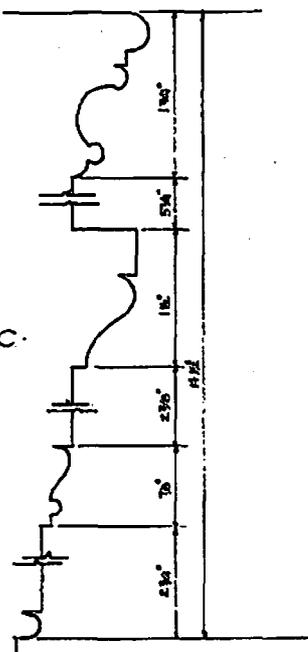


PLAN OF STAIR HALL 14'-1.0"



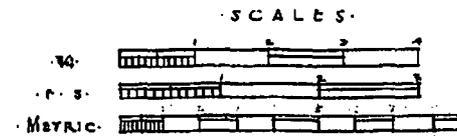
F.S. SECTION B-B

F.S. SECTION C-C



F.S. SECTION A-A

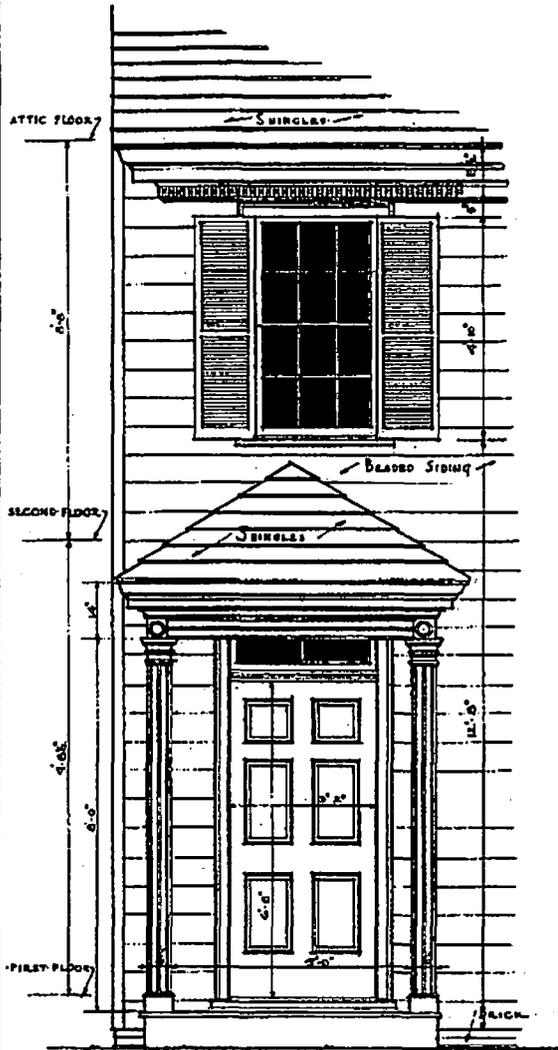
F.S. DETAIL OF BALUSTER



SCALES

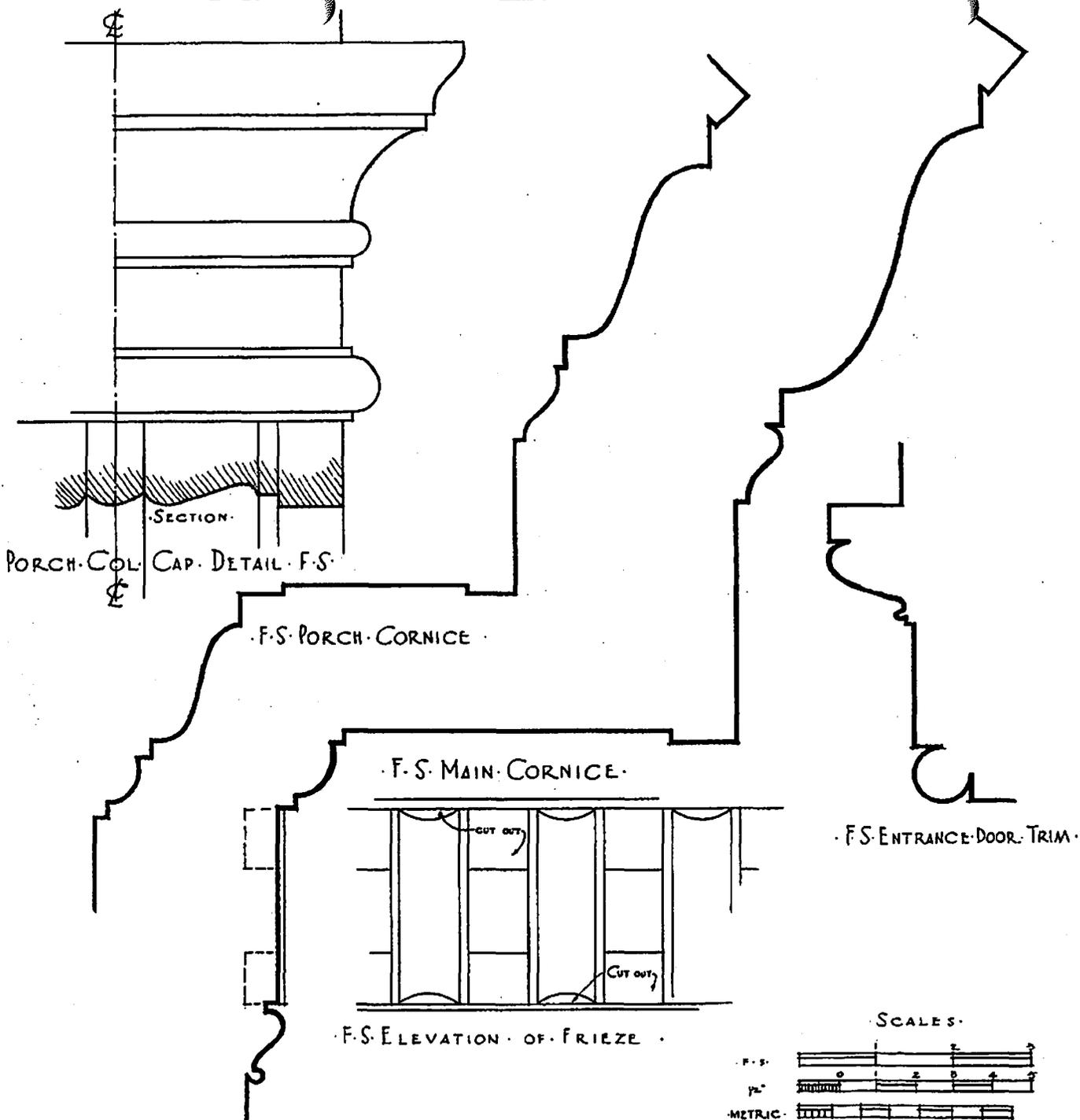
J. S. HARVEY, DEL.
ROM. JARBOY, DISTRICT





ELEVATION DETAIL 1/2" = 1'-0"

J. H. HARVEY, D.E.L.
NEW JERSEY DISTRICT



SCALES



Appendix D

Selected Historic Documentation

- Deed from Jacob Bright to Alexander Douglass, Burlington County, 1769.
- Letter from Sara Smith Stafford to New Jersey Historical Society, 1863.
- Newspaper article: "Strategic Move That Turned Revolutionary War and Gave to America Her Independence Was Decided Upon in Douglass House Here," no date.
- Newspaper article: "A Neglected Landmark of Great Historic Interest," March 3, 1912.
- Deed from James A.H. Delp and wife to the Douglass House Committee, February 10, 1914.
- Memorandum from Building Inspector to Department of Redevelopment with restoration cost estimate, April 5, 1974.

APPENDIX 3
PROJECT SIGN SPECIFICATIONS (NJHT GRANT MANUAL)

PROJECT SIGN SPECIFICATIONS

Project Sign

The New Jersey Historic Trust requires that construction grant recipients prominently display a project identification sign at the project site. This sign must acknowledge Trust involvement, see Garden State Historic Preservation Trust Fund Grants Program rules, N.J.A.C. 15:34-5.1 (a)

Project Signs must be constructed and erected at the beginning of the project and maintained until the final grant payment has been received. The Trust requests that the sign be erected as soon as possible after the signing of the grant agreement, whether actual work has commenced or not. *Grant recipients are required to submit a photograph of the project sign with the first performance report and/or reimbursement request.*

Credit shall be given to the Trust in all printed materials, releases and announcements of the grantee. The Trust logo shall be used by the grantee in publicizing programs.

Minimum dimensions: Project sign must be at least 6'-0" long by 3'-4" high and made of 3/4" medium density overlay (MDO) plywood. Increase dimensions as necessary to indicate consultants, contractors and supplemental information as desired. Secure the project sign with two 4" by 4" pressure treated wood posts set 3'-0" deep into the ground. Project sign must be prominently displayed so that the text is readily visible to the public.

Colors: Pantone 202 (burgundy) or close equivalent; 294 (blue) or close equivalent; white background.

Project sign expense: Grantee can include costs for the preparation and erection of the project sign when included in the approved project budget. The costs of maintaining and replacing the project sign are not eligible for funding.

See next page for a sample layout.

Digital copies of the project sign specifications and Trust logo are included on the CD. The digital versions can be provided to a sign maker and used when publicizing the project.

6'0" or larger

Project Name (from Grant Agreement)

This Historic Site is Being

PRESERVED

with a Matching Grant through the

Garden State Historic Preservation Trust Fund



Department of Community Affairs
State of New Jersey

3'4"

APPENDIX 4
NJHT GRANT AGREEMENT – GENERAL TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS

II. Compliance with Existing Laws and Policies

The Grantee, in order to induce the New Jersey Historic Trust, hereafter "The Trust", to award this Grant Agreement, agrees in the performance of this Grant Agreement to comply with all federal, state, and municipal laws, rules, regulations and written policies generally applicable to the activities in which Grantee is engaged in the performance of this Grant Agreement, regardless by whom specific activities are performed. Failure to comply with these laws, rules, regulations or policies is grounds for termination of this agreement. Laws, rules, regulations, and policies include, but are not limited to, the following:

- A. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., is made a part of this Grant Agreement for grantees who are government agencies. The Grantee's signature on the proposal is its guarantee that neither it nor any subcontractors it employs to perform the work covered by this proposal in a public works project are listed or are on record in the Office of the Commissioner, Department of Labor, as one who has failed to pay prevailing wages in accordance with the provisions of this Act.
- B. The New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., is made a part of this Grant Agreement for grantees who are government agencies. The Grantee's signature on the proposal is its guarantee that all subcontractors it employs to perform the work covered by this proposal in a public works project are registered pursuant to the Act with the Division of Wage and Hour Compliance within the Department of Labor.
- C. The New Jersey State Contracts Law, N.J.S.A. 52:32-1 et seq., is made part of this agreement; and the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. is made a part of this agreement for grantees who are government agencies.
- D. The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5.31 et seq., and N.J.A.C. 17:27-1.1 et seq., are made part of this Grant Agreement. In addition the Grantee agrees to comply with the requirements of Section XX, "Nondiscrimination and Affirmative Action," of this Grant Agreement.
- E. The New Jersey Charitable Registration and Investigation Act, N.J.S.A. 45:17A-18 et seq. is made part of this Grant Agreement for grantees other than government agencies. Fundraising activities performed by nonprofit organizations or their consultants are subject to the provisions of this Act. Grantees must be either registered with the New Jersey Attorney General as a charitable organization or in receipt of an exemption letter from the New Jersey Department of Law and Public Safety, Division of Consumer Affairs.
- F. The New Jersey State Treasury Circular Letter 93-05, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, is hereby incorporated by reference as part of this agreement.
- G. The New Jersey State Treasury's Single Audit Policy Guide for Non-Profit Subrecipients and Independent Auditors is hereby incorporated by reference as part of this agreement.
- H. The following documents issued by the United States and the State of New Jersey are incorporated by reference as standards and procedures used by the Trust with respect to this grant and the work funded by the Trust more particularly described in Attachment D-1 and made part of this agreement:
 - OMB Circulars A-21, A-87, and A-122 (Cost Principles: Educational Institutions; State and Local Governments; Non-Profit Organizations, respectively)
 - OMB Circulars A-102 and A-110 (Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments; Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively)

- OMB Circulars A-128 and A-133 (Audits: State and Local Governments; Institutions and Other Non-Profit Institutions, respectively)
- 40 CFR 31 (Common Rule)
- Directory of Generally Applicable Requirements and Administrative Management Standards for Federal Assistance
- Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised)
- Garden State Preservation Trust Fund Historic Preservation Grant Program Rules: N.J.A.C. 15:34
- *Secretary of the Interior's Standards for the Treatment of Historic Properties*
- New Jersey Register of Historic Places Act: N.J.S.A. 13:1B-15.128 et seq.

III. Insurance

The Grantee must maintain in force for the term of this Grant Agreement the following minimum types and levels of coverage. These coverages are to be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Trust. Unless current documentation is already on file with the Trust, the Grantee must submit certificates of insurance and/or documentation of self-insurance to the Trust. No payments may be made under this Grant Agreement until acceptable documentation of insurance coverage is received. Each certificate must certify that coverage is not to be canceled for any reason except after 30 days written notice to the Trust. Each certificate shall also name the New Jersey Historic Trust and Trust employees, as well as the State of New Jersey and State employees, as additional insured to the fullest possible extent of the coverage. The minimum required coverages are:

1. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which must not be circumscribed by any endorsements limiting the breadth of the coverage. The policy must include an endorsement for contractual liability and must include the State of New Jersey as an additional insured. The policy must also include an endorsement for products liability. Limits of liability must not be less than \$500,000 per person and \$1 million per occurrence for personal injury liability and \$250,000 per occurrence for property damage liability.
2. Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$500,000 per person and \$1 million per occurrence for property damage liability.
3. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability insurance with a limit of not less than \$100,000.

IV. Indemnification

The Grantee is to keep, save, and hold the New Jersey Historic Trust and the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with this grant which results from any acts or omissions, including negligence or malpractice, of any of Grantee's officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's liability under this agreement continues after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

V. Assignments and Subcontracts

- A. All consultants, contractors and subcontractors who perform work under the provisions of this proposal are subcontractors to the Grantee. As a condition of the Trust's approval of a subcontractor and prior to any payments by the Trust for subcontracted work, the Grantee must secure from the subcontractor and submit to the Trust an executed copy of the "subcontractor certification," Attachment F. Subcontractor certification is not required for work funded by this grant which was contracted prior to the execution of this contract.
- B. All consultants, contractors, and subcontractors must be approved in advance by the Trust to ensure that they are acceptable and qualified.
1. Advance approval is intended to ensure that consultants, contractors, and subcontractors are qualified and will be able to complete the work in the time permitted and for the amount budgeted.
 2. Advance approval must be secured before contracts are executed and before all competing bids are rejected. The Trust requires the Grantee to prequalify contractors prior to the solicitation of bids. The Grantee must submit qualifications of consultants, contractors, and subcontractors (e.g. resumes, references, examples of previous work on historic properties). The Trust will provide written notification if any consultant, contractor, or subcontractor is not acceptable.
 3. For grantees who are government agencies, all bid packages for work subject to reimbursement under the provisions of this grant must be awarded in compliance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The Grantee must solicit statements of qualifications from all interested contractors by issuing a Request for Qualification (RFQ) that has been approved in advance by the Trust and NJ Department of Community Affairs (DCA), Bureau of Local Government services. Specific standards or contractor qualifications are set forth in Attachment D-1 of this Grant Agreement. Only contractors who meet the criteria set forth in the RFQ and are approved by the Trust and DCA will be eligible to receive bid documents.
 4. **Grants over \$100,000:** For grantees other than government agencies, all bids for work subject to reimbursement under the provisions of this grant, the Grantee must solicit statements of qualifications according to the procedures set forth in the Trust Grant Administration Manual. Specific standards for contractor qualifications are set forth in Attachment D-1 of this Grant Agreement. For all bid packages equal to or greater than \$100,000 in cost, the Grantee must advertise in print media to solicit statements of qualifications from all interested contractors by issuing a Request for Qualification (RFQ) that has been approved in advance by the Trust. Only contractors who meet the criteria set forth in the RFQ and are approved by the Trust will be eligible to receive bid documents. For bid packages less than \$100,000 in cost, the Grantee must submit statements of qualifications for review and approval by the Trust prior to awarding contracts.
- C. A written contract is required for all consultants, contractors, and subcontractors performing grant-assisted work.
- D. The Grantee must be responsible for compliance by all subcontractors with the terms, conditions and requirements of this Grant Agreement.
- E. The Grantee must be responsible for any claims arising out of any subcontract and, as a condition of any subcontract, the subcontractor must hold the State harmless from any claims by the subcontractor or third parties which may arise under this Grant Agreement.

VI. Availability of Funds

- A. The parties agree that continuation of funding under this Grant Agreement is expressly dependent upon availability to the Trust of funds appropriated by the State Legislature. The Trust cannot be held liable for any breach of this agreement because of the absence of these funds.
- B. The parties understand that this grant is fully or partly funded as designated in Attachment A, Section X of this Grant Agreement.

VII. Method of Payment

- A. Payment under this agreement will be made subsequent to submission by the Grantee of complete financial and performance reports, and all invoices, bills and other documents necessary to justify the payment. To receive payment, Grantee must certify and execute a request for reimbursement form and a State of New Jersey payment voucher.
- B. Progress payments are to be made on a periodic basis as prescribed in Attachment A, Section IV.B. of this agreement. Such payments shall be processed only upon receipt of the required financial and narrative reports described in Section IX of the Contract, Financial and Performance Reporting. Payments are to be made in the form of reimbursement of documented expenditures as indicated in Attachment A.
- C. If Attachment A so provides, a sum of this grant will be withheld from grant payments pending receipt of the required final reports described in Section XIII of the contract, Grant Closeout Procedures.
- D. The Trust may withhold payment of any costs disallowed by the Trust as improperly incurred under the terms, conditions and/or Scope of Work of this agreement.

VIII. Financial Management System

- A. The Grantee's Chief Financial Officer, as designated in Section I of this contract, is responsible for maintaining an adequate financial management system. The Chief Financial Officer must notify the Trust when the Grantee cannot comply with the requirements established in this section.
- B. Grantee financial management system must provide for:
 - 1. Accurate, current, and complete disclosure of the financial results of each program or contract.
 - 2. Records that adequately identify the source and application of funds for Trust-supported activities. These records must contain information pertaining to the disposition of all Trust assistance received for the project, as well as any other grants, contributions, gifts or donations for the project.
 - 3. Effective internal and accounting controls over all funds, property, and other assets. The Grantee must safeguard all assets and assure that they are used solely for authorized purposes.
 - 4. Submission of periodic financial reports detailing authorized expenditures to date and supported by appropriate documentation.
 - 5. Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal OMB Circulars A-102 and A-110, 40 CFR 31 (common rule), whichever would be applicable under federal law.

- C. If required by Attachment A, the Trust may require the submission of a statement of adequacy of the Accounting System.
- D. The Trust may review the adequacy of the financial management system of any applicant for financial assistance as part of its pre-award review or at any time subsequent to any award to the applicant. If the Trust determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the contract may be required by the Trust upon written notice to the Grantee and until the system meets with Trust approval.

IX. Financial and Performance Reporting

- A. The agreement budget is the approved financial plan to carry out the purpose of the contract, as contained in Attachment B. The budget is to be itemized to disclose specifically the tasks and/or program activities to be funded.
- B. The Grantee must submit Performance Reports, including a completed copy of Attachment C Performance Report Form, comparing actual expenditures with the approved budget. These reports must be submitted on a periodic basis as prescribed in Attachment A of this contract and must be certified by the Grantee's Chief Financial Officer.
- C. The Grantee must submit performance reports, as specified in Attachment C, on an interim basis as prescribed by the Trust in Attachment A, section V of this contract. Performance Reports are to present information for each program function or activity involved.
- D. The Grantee must submit a Final Report on the overall performance of the project, as prescribed in Attachment A, section V.
- E. Extensions of reporting due dates may be granted upon written request to the Trust.
- F. If reports are not submitted as required, the Trust may, at its discretion, suspend payments under this or any other Grant Agreement entered into between the Trust and the Grantee.
- G. If the Grantee has a history of unsatisfactory performance and/or the Grantee does not submit satisfactory reports, the Trust may require additional and more detailed reports from the Grantee.

X. Monitoring of Program Performance

- A. The Grantee must monitor continuously the performance under this agreement to assure that time schedules are being met, projected work by time periods is being accomplished, and other performance goals are being achieved as applicable and as defined in Scope of Work, Attachment D-1.
- B. The Grantee must inform the Trust of the following types of conditions which affect program objectives and performance as soon as they become known:
 - 1. Problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work by established time periods. Each disclosure is to be accompanied by a statement of the action taken, or contemplated, and any Trust assistance needed to resolve the situation.
 - 2. Favorable developments or events which enable time schedules and goals to be met sooner than anticipated.
- C. The Trust may, at its discretion, make site visits to:
 - 1. Review project accomplishments and management control systems.

2. Audit the grant during implementation of the agreement.
 3. Provide such technical assistance as may be required.
 4. Gather or request grantee to supply information or documentation on the project for public information purposes.
- D. The Grantee will give the Trust advance notice of any job site meeting or other meeting relevant to the defined Scope of Work. Trust staff may attend any such meeting. The Grantee is to be given advance notice if the Trust chooses to attend any such meeting.
1. The Grantee must provide schedules of future meetings in all Reports, if different from schedule specified in the Grant Agreement.
 2. Meetings with the project team and Grantee may also be scheduled by the Trust as necessary.
- E. Job site meeting minutes are to be prepared by the architect or other consultant and submitted for review by the Trust within ten working days of a meeting.
1. The Grantee must provide copies of minutes to Trust and all parties present at the meeting. At a minimum, the minutes must contain: a list of persons attending the meeting; clear, concise notes summarizing agenda topic discussions, decisions and actions; task responsibilities resulting from the meeting; and the date of the next meeting.
 2. If attended by Trust staff, oral notification (followed by a memorandum of record) of any discrepancies in the minutes will be provided, or the minutes will stand as submitted.
- F. If the Grantee is not performing satisfactorily, the Trust may require remedial measures deemed necessary to fulfill the program requirements of the agreement, including requiring the Grantee to obtain additional Trust approvals before proceeding, and/or requiring the Grantee to obtain outside technical or managerial assistance.

XI. Audit Requirements (CAPITAL Grants over \$100,000)

- A. Under the A-133, revised federal Single Audit Act of 1984, P.L. 98-502, and federal OMB Circulars A-128, A-110 and A-102, 40 CFR 31 (common rule), whichever is applicable under federal law, any grant to a local government funded by the federal government is subject to the "single-audit" provisions of the Act. Pursuant to State Treasury Circular's 93-05 OMB, and 04-04 OMB the State of New Jersey has adopted by reference the standards and provisions of the federal Single Audit Act and the federal OMB Circulars. Any recipients expending a total of \$500,000 or more in federal and/or State financial assistance in a recipient's fiscal year must have an annual organization-wide audit performed in accordance with the revised Single Audit Act, OMB Circular No. A-133, and State policy. Recipients who expend less than \$500,000 but \$100,000 or more in State and/or Federal assistance in the recipient's fiscal year must have either a financial audit performed in accordance with the Government Accounting Office (GAO) Yellow Book Audit or a program specific audit performed in accordance with the revised Single Audit Act and OMB Circular No. A-133 Revised, Section 235.
- B. As indicated in Attachment A, Section I, the Grantee must comply with the "single-audit" requirements of the federal Act and OMB Circulars under the following conditions:
1. This agreement is supported by federal or State grant funds; and
 2. The Grantee is a local government as defined by the Act and conducts an annual "single-audit" under the Act; and

3. Under criteria established in the Act, this Grant Agreement is governed by the "single-audit" provisions of the Act.
- C. As indicated in Attachment A, Section I, if this agreement is not subject to the "single-audit" requirement, the agreement is subject to other State audit requirements. Any agreement which is a continuation of work under an agreement previously performed and audited may be audited at the discretion of the Trust within three years of the grant's expiration. Any such audit must be made in accordance with generally accepted auditing standards including federal General Accounting Office Standards for Audit of Government Organizations, Programs and Functions.
- D. Any "single-audit" required will be on an organization-wide basis.
- E. Any "single-audit" required is to include:
 1. Compliance testing for all major State grant and major State Aid programs, consistent with the definition of "major" programs in the Act;
 2. Compliance testing of at least 50 percent of the Grantee's total expenditures under State grants and State Aid Programs;
 3. Auditor's comments as to the Grantee's compliance with the material terms and conditions of State Grant Agreements, State Aid Programs and applicable statutes and regulations; and
 4. A schedule showing the State grants and State Aid received by the Grantee, including for each grant or aid:
 - (a) State Grantor Department
 - (b) Program Title
 - (c) State Account Number
 - (d) Program Amount
 - (e) Total Disbursements
- F. Where a "single-audit" or other audit under this agreement indicates any noncompliance by the Grantee with the material terms and conditions of this Grant Agreement, the Grantee must take immediate corrective action as required under this agreement by Section XII (Project Revision and Modification), Section XIV (Termination and Suspension), or as otherwise required by the Trust. As a result of an audit, recommendations must be made as to whether any costs incurred by the Grantee are to be disallowed as beyond the scope or the purpose of this agreement, excessive or otherwise impermissible. The Trust retains the right to recover any disallowed expenditures and the Grantee must return to the Trust any disallowed expenditures no later than 30 days from the date of any request by the Trust.
- G. In any case, whether or not this agreement is subject to a "single-audit", this agreement is, at the discretion of the Trust, subject to audits by the Trust to monitor performance during implementation of the agreement and subject to a follow-up compliance audit which may build upon the "single-audit" or other audit which may be required under this agreement.
- H. To substantiate project funding drawdowns, financial records including all documents to support entries on records must be kept and made available for an audit. Projects will be audited for the following:
 1. To determine whether the management controls exercised by the Grantee through its management, procurement, and property control system are adequate to provide assurance that costs claimed are reasonable, allowable, and allocable to the sponsored project under the grant terms and conditions, State procurement regulations and Garden State Historic Preservation Trust Fund Rules and Regulations.

2. To review operations and report any non-compliance with applicable grant conditions, State procurement regulations, or Garden State Historic Preservation Trust Fund Rules and Regulations; to provide recommendations based upon the review to bring the matter into compliance.
 3. To determine whether the costs claimed under the Garden State Historic Preservation Trust Fund Rules and Regulations are allowable and allocable to the sponsored project.
- I. Any adjustment to the final payment for the project will be based upon the findings of the project audit.
 - J. Copies of all audit reports involving this agreement must be sent to the New Jersey Department of Community Affairs, Division of Administration and the Trust.

XII. Project Revision and Modification

- A. The Grantee must make written application to the Trust for approval of all proposed major changes to the funded work's scope, schedule or budget.
 1. Major changes are defined as:
 - a. Any change which alters the scope of the funded project as described in Attachment D-1, Section II, constitutes a major change.
 - b. Any change which delays the work period schedule specified in the Grant Agreement, Attachment D-1, Section III, by more than ninety days constitutes a major change.
 2. The Grantee must submit a completed Application for Major Change at least twenty working days prior to the proposed change. The Trust will review and comment on the application within 20 working days. The Trust will issue all approvals for major changes in writing to the Grantee. Unapproved changes could result in the cancellation of the entire Trust grant allocation for the project.
- B. The Trust may request changes in the Scope of Work to be performed by the Grantee. Such changes, including any increase or decrease in the amount of the project budget, which are mutually agreed upon between the Trust and the Grantee, must be incorporated in formal written amendments to this agreement.
- C. The Trust may reduce the grant budget and the Scope of Work of this agreement if:
 1. The Trust notifies the Grantee that the Grantee is making program expenditures and/or progress at a rate which, in the judgment of the Trust, will result in substantial failure to expend the grant amount or fulfill the purposes of the grant; and
 2. After consultation, the Grantee is unable to develop to the satisfaction of the Trust a plan to rectify its low level of program expenditures or progress; and
 3. The Trust, upon thirty days notice to the Grantee, reduces the grant amount so that the revised grant amount fairly projects program expenditures and progress over the agreement period. This reduction must take into account the Grantee's fixed costs.

XIII. Grant Closeout Procedures

The closeout of a grant is the process by which the Trust determines that all applicable administrative actions and all work required under the Grant Agreement has been completed by the Grantee. This process includes the following:

1. The Grantee will submit a final report as provided in Attachment A, Section V. The Trust may permit extensions when requested in writing by the Grantee.
2. Five percent of the total amount of the grant shall be retained by the Trust until the final report on the project has been accepted.
3. The Trust retains the right to request any additional information necessary to close out the Grant Agreement.
4. The Trust may require that an audit of the project be undertaken by an independent certified accountant

XIV. Termination, Suspension and Expiration

A. The following definitions apply for the purposes of this Section:

1. **Termination** - The termination of this Grant Agreement means the cancellation of assistance under an agreement at any time prior to the Work Period Expiration date. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required by the Trust to stop for good cause.

If the Grantee has not begun work by the second anniversary of the effective date of the appropriation for the grant funds, the Trust may terminate this Grant Agreement. The date of the second anniversary and commencement requirements are as defined in Attachment D-1, item IV of this agreement.

If the grantee fails to submit financial and narrative reports for two successive reporting periods as required in Section IX (Financial and Performance Reporting) and stipulated in Attachment D-1, item IV, the Trust may terminate the grant.

2. **Suspension** - The suspension of this Grant Agreement means a temporary cessation of Trust support or assistance pending corrective action by Grantee or pending a decision to terminate the agreement by the Trust. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required by the Trust to stop for good cause.
3. **Work Period Expiration** - The expiration of the work period of this agreement is the automatic deadline when all work must be complete in order to be eligible for Trust support or assistance absent a formal written amendment to this agreement executed by both parties. All allowable project costs must be expended by the Work Period Expiration Date. The Trust will not reimburse any project-related costs expended beyond the Work Period Expiration Date. Only work items identified in Attachment D-1 and contracted for prior to the date the work period ends will be eligible for reimbursement.
4. **Agreement Expiration** - The expiration of the agreement is an automatic deadline absent a formal written amendment to this agreement executed by both parties. The expiration date of this agreement shall be the *first* anniversary of the Work Period Expiration Date, as specified in Section I (General Terms and Conditions). All requests for reimbursable work must be submitted to and approved by the Trust, and the project must be closed-out, by the Agreement Period Expiration Date. The Trust will not reimburse any project-related costs reported beyond the Agreement Period Expiration Date.

- B. When the Grantee fails to comply with the stipulations or conditions contained in this agreement, the Trust may upon notice to the Grantee, suspend the Grant Agreement and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C of this section. The Trust may allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that they meet the provisions of

federal OMB Circulars A-102 and A-110, 40 CFR 31 (common rule), whichever would be applicable under federal law.

- C. When the Grantee fails to comply with stipulations or conditions contained in this agreement, the Trust may terminate the grant. The Trust must promptly notify the Grantee, in writing, of the determination with reasons for the termination. Termination becomes effective 30 days after the grantee is notified of termination except when the grantee comes into compliance with all stipulations and conditions of this agreement by the end of the 30th day. If termination is effected by the Trust, an equitable adjustment in the price and payments provided for by this agreement will be made, to reflect payments made to the Grantee prior to the termination; costs reasonably incurred by the Grantee for commitments made prior to the termination which were not made in anticipation of termination and cannot be cancelled; and any costs to the Trust resulting from default by the Grantee. The Grantee shall submit any claims along with supporting documents for reimbursement for work contracted under the Grant Agreement within 120 days after the effective date of termination.
- D. The Trust and the Grantee may terminate the Grant Agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions including the effective date and in case of partial terminations, the portion to be terminated. The Grantee must not incur new obligations for the terminated portions after the effective date, and must cancel as many outstanding obligations as possible.
- E. The Grant Closeout Procedures in Section XIII of this agreement apply in all cases of termination of the grant.
- F. If this Grant Agreement is terminated, the Trust may make the grantee ineligible for future assistance.

XV. Access to Records

- A. The Grantee agrees to make available to the Trust, or any federal agency whose funds are expended in the course of this agreement, or any of their duly authorized representatives, pertinent accounting records, books, documents, papers as may be necessary to monitor and audit Grantee operations.
- B. All visitations, inspections, and audits, including visits and requests for documentation in discharge of the Trust's responsibilities, as a general rule provide for prior notice when reasonable and practical; however, the Trust retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Trust reserves the right to have access to records of any subcontractor and requires the Grantee to provide the Trust access to such records in any contract with the subcontractor.
- D. The Trust reserves the right to have access to all work papers produced in connection with audits made by the Grantee or by independent Certified Public Accountants or licensed public accountants hired by the Grantee to perform such audits.

XVI. Record Retention

- A. Financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to the agreement must be retained for a period of three years from the expiration of the grant with the following qualification: if any litigation, claim, or audit is started before the expiration of the 3-year period, the records are to be retained until all litigation, claims, or audit findings involving the records have been resolved, or three years from grant expiration, whichever is later.
- B. The retention period starts from the date of submission of the final expenditure and performance report.
- C. The Trust may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continually needed for joint use.

XVII. Authorizations and Approvals

- A. Unless specifically stated otherwise, wherever this agreement requires the written approval or authorization of the Trust, that approval or authorization must be given in writing by the New Jersey Historic Trust Chairman, Executive Director or their designee.
- B. For grantees who are government agencies, the Grantee must submit with this agreement:
 - 1. a copy of an ordinance or resolution (Attachment E) duly enacted by the governing body of that municipality or county and authorizing this grant;
 - 2. a statement of adequacy of accounting system (Attachment E, Section A) signed by the governing body's chief financial officer;
 - 3. certificates of insurance coverage listed in Attachment A, Section VI.

The Trust cannot make any payments until such documentation is received.

- C. For non-government grantees who are corporations, the Grantee must submit with this agreement:
 - 1. a copy of the corporate resolution authorizing this agreement;
 - 2. a statement of adequacy of accounting system (Attachment E, Section B) signed by the organization's accountant;
 - 3. certificates of insurance coverage listed in Attachment A, Section VI.
 - 4. an executed and recorded easement agreement or executed and recorded amendment to an existing easement agreement.

The Trust cannot make any payments until such documentation is received.

- D. In addition, all Grantees who are grantors in existing easement agreements with the Trust must be up to date in insurance and reporting requirements under the terms of the easement agreements. The Trust cannot make any payments until such obligations are met.
- E. If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment, obtain a Certificate of Authority to do business in New Jersey from the Secretary of State and file a copy of that certificate with the Trust's Contract Officer for this Grant Agreement.
- F. If the Grantee is neither a government agency nor a corporation, and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee, by executing this grant, irrevocably appoints the Attorney General of the State of New Jersey, to receive process in any civil action which may arise out of this grant. Within ten days of receipt of any such process, the Secretary shall transmit it by certified mail to the Grantee.

- G. If the grantee is a governmental agency, or a non-profit corporation where the subject property is owned by a governmental agency, the Trust shall not require an easement, as otherwise provided in P.L. 1999, Chapter 152, Section 41.b(4), but the Trust shall be entitled to reimbursement for all grant monies provided to the grantee for the subject property, in the event that work funded by the Trust, in accordance with this agreement, is destroyed, removed, or altered in such a manner as to violate the Secretary of the Interior's Standards for the Treatment of Historic Properties. Full reimbursement shall be required for a period of 30 years beginning from the date this grant agreement expires.

Grantee agrees to provide written notification to the Trust sixty (60) days prior to taking any action that would result in the destruction, removal, or alteration of work funded by the Trust.

XVIII. Interest on Disallowed Costs

Where the Grantee has been reimbursed by the Trust for costs which are subsequently disallowed by the Trust, the Grantee must return the funds to the Trust no later than 30 days from request. Where the Grantee fails to return the funds and/or appeals the disallowed costs, an interest charge as indicated in Attachment A shall be charged on the funds beginning 30 days from the date the Grantee was notified of the debt. If the Grantee is successful on final appeal, the accrued interest will be canceled.

XIX. Governing Law

All questions and claims between the Grantee and the Trust arising out of this Grant Agreement must be submitted to the Trust and resolved by the Trust according to the laws of the State of New Jersey governing this Grant Agreement.

XX. Nondiscrimination and Affirmative Action

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

- A. The Grantee, and its contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Grantee 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, affectional or sexual orientation or sex. Such action 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 Grantee 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;
- B. The Grantee and its contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the grantee, state that all qualified applicants will receive consideration for employment without regards to age, race, creed, color, national origin, ancestry, marital status or sex;
- C. The Grantee and its 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 agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Grantee and its contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- E. The Grantee and its contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- F. IN ADDITION, AS TO THE PROCUREMENT OF GOODS, SERVICES AND PROFESSIONAL SERVICES:**
1. The Grantee and its contractor or subcontractor agree to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time to time.
 2. The Grantee and its contractor or subcontractor agree to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, they do not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that each of them will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
 3. The Grantee and its contractor or subcontractor agree to revise any of their testing procedures, if necessary, to assure that all personnel testing conforms with the principles 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.
 4. The Grantee and its contractor or subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- G. IN ADDITION, AS TO ITS CONSTRUCTION CONTRACTS THE GRANTEE AGREES:**
1. When scheduling workers in each construction trade, the Grantee and its contractor or subcontractor agree to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in its discretion, exempt a Grantee and its Contractor or Subcontractor from compliance with the good faith procedures prescribed by 1, 2 and 3 below, as long as the Affirmative Action Office is satisfied that the Grantee and contractor are scheduling workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The Grantee and its contractor or subcontractor agree that a good faith effort shall include compliance with the following procedures:
 - (a) If the Grantor or its contractor or subcontractor, as applicable, has a referral agreement or arrangement with a union for construction trade, the Grantee or its contractor or subcontractor, as applicable, shall, within three days of the contract award, seek

assurances from the union that it will cooperate with the Grantee and its contractor or subcontractor as it fulfills its affirmative action obligations under this Grant and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the Grantee and its contractor or subcontractor are unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the Grantee and its contractor or subcontractor agree to attempt to hire minority and female workers directly, consistent with the applicable employment goal. If the Grantee's or its contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the Grantee and its contractor or subcontractor agree to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under 2 below; and the Grantee and its contractor or subcontractor further agree to take said action immediately if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

2. If the scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of G.1 above, or if the Grantee or its contractor do not have a referral agreement or arrangement with a union for a construction trade, the Grantee and its contractor or subcontractor agree to take the following actions consistent with the applicable county employment goals:
 - (a) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
 - (b) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
 - (c) Prior to commencement of work, to request the local construction trade union, if the Grantee or its contractor or subcontractor have a referral agreement with a union for the construction trade, to refer minority and female workers to fill job openings;
 - (d) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the Grantee or its contractor or subcontractor have a referral agreement or arrangement with a union for construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
 - (e) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;
 - (f) To adhere to the following procedure when minority and females workers apply or are referred to the Grantee, its 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 Grantee or its contractor or subcontractor shall determine the qualifications of such individuals and if the Grantee's or its contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a Grantee or

its contractor or subcontractor shall determine that the individual at least possesses the skills and experience classification determination which may have been made by a 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 Grantee and its contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of 3 below.

- (ii) If the Grantee's or its contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the Grantee's or its contractor's or subcontractor's, workforce is no longer consistent with the applicable employment goal.
- (iii) If, for any reason, the Grantee or its contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Grantee, its contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Affirmative Action Office.

(g) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Affirmative Action Office and submitted promptly to that office upon request.

3. The Grantee and its contractor or subcontractor agree that nothing contained in 2 above shall preclude the Grantee, its contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement: provided, however, that where the practices of a union apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the Grantee and its contractor or subcontractor shall consider for employment persons referred pursuant to 2 above without regard to such agreement or arrangement; provided further, however, that the Grantee and its contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the 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 said construction trade. Also, the Grantee and its contractor or subcontractor agree that, in implementing the procedures of 2 above, it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.
4. The Grantee agrees to complete an Initial Project Manning Report 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 at time of award of this Grant and submit a copy of the Monthly Project Manning Report once a month thereafter for the duration of this Grant to the Affirmative Action Office and to the Public Agency Compliance Officer. The Grantee agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

XXI. Notice of Set-Off For State Tax

Be advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its

agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c.52:32-32 et seq.) to the taxpayer shall be stayed.

XXII. Miscellaneous Provisions

A. Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement and that it will faithfully perform the work and abide by the terms, conditions, schedules, and other requirements of this agreement.

B. Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication the relationship of agency between the State and the Grantee or its subcontractors.

C. Waiver of Breach: The Waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.

D. Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any other term or provision shall in any way be affected by such holding.

APPENDIX 5
PHOTOGRAPHS OF THE ALEXANDER DOUGLASS HOUSE

