

Historic Preservation Commission



Members:

Dr. Stephen Gibson – Chairperson
Ms. Suzanne Wright – Vice Chairperson
Mr. Tim Hoffman – Secretary
Mr. Larry Jackson
Mr. Chris Myers
Dr. Michael Garrett
Vacant Seat
Councilwoman Laurie Marchini
Staff Liaison: Kathy McKenney, Historic Planner/Preservation Coordinator

AGENDA

Historic Preservation Commission
Zoom

DATE: November 18, 2020

TIME: 4:00 PM

APPROVAL OF MINUTES

- [1.](#) Review of the meeting minutes from the October 14, 2020 Historic Preservation Commission meeting

PUBLIC COMMENT

CERTIFICATES OF APPROPRIATENESS

- [2.](#) 3 Pershing Street – Allegany Museum - Request to Change/Amend COA842 for After the Fact work in the rear façade, including an HVAC enclosure, replacement of stairs and accessible ramp, as well as the replacement of the soffit on the rear entrance addition - Mike Fetchero, applicant (Tabled from 9/9/20 Meeting)
- [3.](#) 515 Greene Street – Jane Gates House – COA20-00010 – Request to undertake structural stabilization work – Tim Hoffman (EADS Architects, Inc.), applicant

OTHER BUSINESS

- [4.](#) Presentation of findings by Donovan Rypkema, Principal of PlaceEconomics for the "Economic Impacts of Historic Preservation in Cumberland project."
- [5.](#) Request from the Cumberland Theatre's Board of Directors for a Local Historic Site Designation.
6. Updates from staff and from the Chairperson
7. Monthly report of all Certificates of Appropriateness that were reviewed by staff: 19 South Liberty Street – COA20-000009 - Request from Julie Westendorff of the Allegany Arts Council

to repaint the rear door; 61 Baltimore Street - COA20-000011 - Request from Julie Westendorff of the Allegany Arts Council to repaint the rear door

ADJOURNMENT

If you are unable to attend this meeting, please contact the Department of Community Development at (301) 759-6431 or (301) 759-6442.

Applicants or their appointed representatives must be present at the meeting for a review to take place. Please remember to turn off or silence all electronic devices prior to entering the meeting.

File Attachments for Item:

1. Review of the meeting minutes from the October 14, 2020 Historic Preservation Commission meeting



MINUTES

HISTORIC PRESERVATION COMMISSION

October 14, 2020

The Cumberland Historic Preservation Commission held its regular meeting on Wednesday, October 14, 2020, at 4:00 p.m., using the virtual meeting platform, Zoom, and livestreaming the meeting through Facebook. Members present were Chairperson, Dr. Stephen Gibson, Mr. Tim Hoffman, Dr. Michael T. Garrett, Mr. Chris Myers, Mr. Larry Jackson, Councilwoman Laurie Marchini and Ms. Suzanne Wright.

Others in attendance were Kathy McKenney, Historic Planner/Preservation Coordinator, and Debbie Helmstetter, Codes Technician.

Chairperson, Dr. Stephen Gibson, called the meeting to order. He read the following statement into the record: "The Cumberland Historic Preservation Commission exists pursuant to Section 11 of the City of Cumberland Municipal Zoning Ordinance. Members are appointed by the Mayor and City Council and shall possess a demonstrated special knowledge or professional or academic training in such fields as history, architecture, architectural history, planning, archeology, anthropology, curation, conservation, landscape architecture, historic preservation, urban design or related disciplines. The Commission strives to enhance quality of life by safeguarding the historical and cultural heritage of Cumberland. Preservation is shown to strengthen the local economy, stabilize and improve property values, and foster civic beauty. The Cumberland Historic Preservation Commission operates pursuant to State of Maryland 1977 Open Meetings Act and therefore no pending applications shall be discussed between or amongst Commissioners outside the public hearing to determine the disposition of the application."

Chairperson Dr. Stephen Gibson introduced the members of the Commission, as well as City staff, who were present.

APPROVAL OF MINUTES

Chris Myers made the motion to approve the September 9, 2020 minutes. Michael Garrett provided a second to the motion; all members were in favor. The minutes were approved, as written.

PUBLIC COMMENT

None

CERTIFICATES OF APPROPRIATENESS

501 Washington Street - Change/Amend COA 858 - Jim Hilgeman, applicant, provided a presentation of the request to install a new fence, install new stamped concrete, and to repair the stone landscaping. He confirmed that any new stone will match the existing stone. Members of the Commission asked the applicant a series of questions to provide clarification of the scope of work. The applicant noted that the Miscellaneous Building permit had not yet been completed. Staff clarified that each permit, the Miscellaneous Building permit and the Certificate of Appropriateness would need to be approved in order for the project to proceed.

Suzanne Wright made a motion to approve the application, as submitted as consistent with Preservation Guidelines #8, 62, and 63. Chris Myers provided a second to the motion. There was no additional discussion. All members voted in favor.

218 Washington Street - COA20-000008 - Suzanne Trussell, representative of the Gordon Roberts House, reviewed the condition of the brick perimeter wall along Spruce Place which is currently experiencing some structure issues due to some flaws in the original construction. A number of questions were asked by the Commission to clarify how the issue with the expansion around the metal railing will be addressed and how visible it would be. Mr. Hoffman provided comments about how this work is typically undertaken. Ms. Wright inquired as to when the applicant expected to receive the completed easement review by the Maryland Historical Trust. Dr. Garrett inquired whether the brick would match. The applicant confirmed that they would match since they had a stockpile of extra brick from the installation on site. She also confirmed that Type O mortar would be used for the project.

Suzanne Wright made a motion to approve COA20-000008 as submitted contingent upon Maryland Historical Trust's easement review. She cited Guidelines #2 and #8 for this project. Tim Hoffman seconded the motion. There was no additional discussion. The project was approved unanimously.

11-15 South Liberty Street -COA20-000006 - Chris Myers, member of the Historic Preservation Commission, was the applicant for this project. As a result, Dr. Stephen Gibson announced at the outset of Mr. Myers' presentation that Mr. Myers was recusing himself from participation in the review. He confirmed that he is working with the Allegany County Arts Council for the implementation of the project. The project will utilize Trompe l'Oeil artwork installed on panels that will be placed within the original window openings which have been infilled with brick. Some discussion took place regarding the content of each mural and whether the HPC has the ability to review the content. The applicant stated that he would prefer the images to contain historic content.

Suzanne Wright made a motion to approve the application, as submitted, stating that it is consistent with Guidelines #3 and #51. Larry Jackson seconded the motion. There was no further discussion. The project was unanimously approved with Chris Myers abstaining.

OTHER BUSINESS

Staff/Chairperson Updates Ms. McKenney confirmed the completion of the Economic Impacts of Historic Preservation project. The invoice has been received and a final report will be prepared to submit to the Maryland Historical Trust related to the Certified Local Government funding provided for the project.

She advised that the City was working to submit Community Legacy and Strategic Demolition Fund applications to the State of Maryland for the October 15th deadline. She briefly reviewed the projects that were being submitted.

Ms. Wright commented that the format on the City's website to access the meeting

packets makes reviews much more fluid.

November Meeting Schedule Change

Ms. McKenney provided confirmation that the November HPC meeting will be moved from November 11th to the 18th, due to the holiday.

Administrative Approvals Kathy documented that she had processed four projects administratively and provided an overview for each:

- 49 Baltimore Street - Request by the Allegany Arts Council to repaint the doors on the rear façade
- 29 Baltimore Street - Request to change the logo/name on the existing signs using the same material
- 500 Washington Street - Request to change/amend COA853 in order to make in-kind repairs to the cedar shakes and to repaint previously painted surfaces.
- 224 Washington Street - COA20-000007 - In-kind replacement of porch roof, porch components, and repainting

Mr. Myers inquired whether the Maryland Historical Trust had completed their review of the project at 3 Pershing Street. Ms. McKenney confirmed that it had been completed and the project will be included on the November HPC agenda.

ADJOURNMENT

Tim Hoffman made the motion to adjourn which was seconded by Chris Myers. All members were in favor.

Respectfully,

Mr. Tim Hoffman, Secretary

November 18, 2020

File Attachments for Item:

2. 3 Pershing Street – Allegany Museum - Request to Change/Amend COA842 for After the Fact work in the rear façade, including an HVAC enclosure, replacement of stairs and accessible ramp, as well as the replacement of the soffit on the rear entrance addition - Mike Fetchero, applicant (Tabled from 9/9/20 Meeting)



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor

Robert S. McCord, Secretary
Sandy Schrader, Deputy Secretary

September 24, 2020

Victor Rezendes
819 Windsor Road
Cumberland, MD 21502

Re: USPS Cumberland, Allegany County (the “Property”)
Maryland Historical Trust Deed of Preservation Easement recorded on October 14, 2010 (the
“Easement”)

Dear Mr. Rezendes:

Thank you for your most recent email dated July 15, 2020, in which you responded to the City of Cumberland’s request for additional information regarding the installation of a wooden HVAC screening on the rear of the property. These are alterations for which the Maryland Historical Trust (MHT) has no record of approval. Paragraph (D) of the Easement states that, with limited exceptions not applicable to this work, the Property owner “shall not cause, permit or suffer any construction which would alter or change the Property or the Exterior or Interior of any improvements” on the Property without the express written consent of the Director of MHT. Because the exterior work involved the introduction of a new structure, the work constituted a “change” that should have been reviewed in advance by MHT.

On August 6, 2020, MHT’s Easement Committee, Breach Subcommittee (the Subcommittee), reviewed the installation of the wooden HVAC screening at the rear of the property and recommended retroactive approval of this work, provided that the screening be painted a matte silver or grey to blend in with the building. I have reviewed this matter and I concur with the Subcommittee’s recommendation.

This work is consistent with *the Secretary of the Interior’s Standards for the Treatment of Historic Properties*, in particular *General Rehabilitation Standard 9*.

MHT sincerely appreciates your dedicated stewardship of the USPS Cumberland building. Please continue to keep us apprised of your plans for the Property. Should you have any questions or concerns, please do not hesitate to contact Casey DeHaven, Easement Administrator, by telephone at (410) 697-9545 or by email at casey.dehaven@maryland.gov.

Sincerely,

Elizabeth Hughes
Director
Maryland Historical Trust

EH/CD

ALLEGANY MUSEUM
Allegany County, Maryland

Contract Documents
and
Specifications
for the

ALLEGANY MUSEUM
RESTORATION AND CONVERSION
PHASE III

BBA Project No. 2018020

Bennett, Brewer & Associates, LLC
Frostburg, Maryland 21532

January 2020

CONTRACT DOCUMENTS & SPECIFICATIONS

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NOTICE

The pages of this document have been numbered consecutively. Prospective bidders must examine the document carefully and, before bidding, must advise the Allegany Museum , in writing, if any pages are missing and must request that such pages be furnished to them.

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INVITATION TO BID

ALLEGANY MUSEUM
Allegany County, Maryland

RESTORATION AND CONVERSION PHASE III

BBA PROJECT NO. 2018020

Separate sealed bids for restoration and conversion Phase III of Allegany Museum will be received by the Allegany Museum at Bennett Brewer & Associates, LLC, 23 East Main Street, Suite 200, Frostburg, Maryland 21532, until 2:00 P.M., local time, Friday, February 21, 2020.

The project includes milling and overlay of existing paving, subgrade preparation, base course installation, paving, new concrete sidewalk, paint striping, grading, site work, and other miscellaneous work associated with construction.

Copies of the CONTRACT DOCUMENTS may be obtained at Bennett Brewer and Associates, LLC, 23 East Main Street, Suite 200, Frostburg, Maryland 21532 upon payment of \$100.00 for each set which is non-refundable. Checks shall be made payable to Bennett, Brewer and Associates, LLC.

Each bid must be submitted in the Contract Documents and Specifications Booklet on the bid form, and the entire Contract Documents and Specifications Booklet enclosed in a sealed envelope addressed to the Allegany Museum and clearly marked "ALLEGANY MUSEUM- RESTORATION AND CONVERSION PHASE III " on the outside and accompanied by a Bid Bond in the amount of 5% of the total bid and a completed bid package. The successful bidder will be required to be bonded to the Owner to the sum of one hundred percent (100%) of the amount of the proposal.

The Bid Documents may be examined at:

Bennett Brewer and Associates, LLC, Frostburg Maryland

Minority / Women Owned Business Enterprises are encouraged to respond to this solicitation notice.

Contractor's shall comply with Executive Order 11246.

Bids will only be accepted from a firm purchasing Contract Documents directly from the Engineer.

A Pre-bid Conference will be held on Friday, February 7, 2020, at 10:00 A.M., local time, at the Allegany Museum.

The Owner reserves the right to reject any or all proposals and to waive informalities as the interest of the Owner may require.

AFFIDAVIT OF QUALIFICATION TO BID

I hereby affirm that

1. I am the _____ and the duly _____
(Title)

authorized representative of the firm of _____
(Name of Corporation)

_____ whose address is _____
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I
am acting.

2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my
knowledge, any of its officers, directors, or partners, or any of its employees directly involved in
obtaining contracts with the State or any City, bi-county or multi-county agency, or subdivision of the
State have been convicted of or have pleaded nolo contendere to a charge of, or have during the course of
an official investigation or other proceeding admitted in writing or under oath acts of omissions which
constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the
Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to
July 1, 1977 is not required to be reported).

3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph
2 above, with the date; court, official, or administrative body; the individuals involved and their
position with the firm, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the Allegany Museum and where
appropriate, to the Attorney General under section 16D of Article 78A of the Annotated Code of
Maryland. I acknowledge that, if the representations set forth in the affidavit are not true and correct, the
Allegany Museum may terminate any contract awarded and take any other appropriate action. I further
acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the

Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or sub-divisions.

I do solemnly declare and affirm under the penalties or perjury that the contents of the affidavit are true and correct.

(Signature)

(Date)

INSTRUCTIONS TO BIDDERS

BIDS will be received by the Allegany Museum (herein called the "OWNER"), at Bennett Brewer and Associates, 23 East Main Street, Suite 200, Frostburg, Maryland until 2:00 P.M., local time, Friday, February 21, 2020 and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the Allegany Museum at the address stipulated above and include "ALLEGANY MUSEUM – RESTORATION AND COVERSION PHASE III" on the outside of the envelope.

Each sealed envelope containing a BID must be plainly marked on the outside as "ALLEGANY MUSEUM – RESTORATION AND COVERSION PHASE III". The envelope should bear on the outside the name of the BIDDER, his address, his license number and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at 23 East Main Street, Suite 200, Frostburg, Maryland 21532.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above-mentioned scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof. Should there be any reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to the BIDDERS prior to the BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required of the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER, or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID bond payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will

be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective date copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and the BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period of time, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten-(10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER, that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted. For the purpose of determining the lowest bidder, the bid amount shall be the Total Bid (to include the base bid and the contingent).

Award will be made to the lowest responsive, responsible BIDDER.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do

any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

A Pre-bid Conference will be held at 10:00 A.M. on Friday, February 7, 2020, at the Allegany Museum.

The Engineer is Bennett, Brewer & Associates, LLC, with office located at 23 East Main Street, Suite 200, Frostburg, Maryland 21532.

PROPOSAL AND CONTRACT

BID

Proposal of _____
(hereinafter called "BIDDER", organized and existing under the laws of the State of _____ doing
business as _____.*

To the Allegany Museum (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the
construction of _____ in strict accordance with the
CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to
his own organization, that this BID has been arrived at independently, without consultation, or agreement as to
any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to furnish the required Bonds and to enter into contract within ten (10) days after Owner's
acceptance of this Bid, and shall substantially complete the Work within 60 days, and shall complete all Work
within 90 days after commencement of Contract Time as specified in the Notice to Proceed and defined in the
General Conditions. BIDDER further agrees to pay as liquidated damages, the sum of \$ 250.00 for each
consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following ADDENDUM:

* Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or
lump sum:

BID SCHEDULE

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

Respectively submitted:

Company Name

Signature

Date

Name (Printed)

Title

Phone Number

Fax Number

Address

License Number (if applicable)

(SEAL - if BID is by a corporation)

ATTEST

Allegany Museum – Restoration and Conversion Phase III - Project No. 2018020

ITEM	DESCRIPTION	UNITS	APPROXIMATE QUANTITY	UNIT PRICE	ESTIMATED AMOUNT
101	Mobilization (Equip., Materials, Bonds, Etc.)	L.S.	L.S.		
102	Construction Stakeout	L.S.	L.S.		
103	Temporary Traffic Signs	L.S.	L.S.		
104	2-1/2 inch 12 Gauge Galvanized Sign Post	Each	3		
105	Sheet Aluminum Signage	S.F.	5		
106	Sawcut and Demo Asphalt Pavement & Base	S.Y.	275		
107	Mill Existing Asphalt Pavement 1-1/2"	S.Y.	1363		
108	Sawcut and Demo Concrete Sidewalk, Stairs and Ramp	S.Y.	103		
109	1-1/2" Hot Mix Asphalt Overlay	S.Y.	1400		
110	Monolithic Curb/Sidewalk	S.F.	500		
111	Concrete Steps, Ramp and Handrailing	S.F.	500		
112	8" Base Course (CR-6)	Incidental			
113	Select Backfill	Incidental			
114	Excavation Unclassified	Incidental			
115	Grading	Incidental			
116	Topsoil	S.Y.	155		
117	Permanent Seeding and Mulch	S.Y.	155		
118	Concrete Filled Steel Bollard	Each	3		
119	Bumper Blocks	Each	14		
120	Pavement Markings	S.F.	500		
121	Brick Pavers	S.F.	1200		
122	Park Bench	Each	2		
123	Bike Rack	Each	1		
124	Flare Top Planter	Each	2		
125	Flare Top Trash Receptacle	Each	1		
126	5' High Chain Link Fence with Privacy Screen	L.F.	40		
127	Detectable Warning Surface	S.F.	10		
128	Electrical Upgrades (Specs on Plans)	L.S.	L.S.		
	Total Bid				

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and

_____ as Surety, are hereby held and firmly bound unto Allegany Museum as OWNER

in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, the _____ day of _____, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to _____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

AGREEMENT

THIS AGREEMENT, made this ___ day _____ of 2020, by and between the Allegany Museum, hereinafter called "OWNER" and _____.

Doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of _____.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ___ 21 ___ calendar days after the date of the NOTICE TO PROCEED and will complete the same within ___ 45 ___ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for BIDS
 - (B) Information for BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) General Conditions
 - (G) SUPPLEMENTAL GENERAL CONDITIONS
 - (H) Payment BOND
 - (I) Performance BOND
 - (J) NOTICE OF AWARD
 - (K) NOTICE TO PROCEED

(L) CHANGE ORDER

(M) DRAWINGS prepared by Bennett, Brewer & Associates, LLC

numbered _____ through _____, and dated _____, 2020.

(N) SPECIFICATIONS prepared or issued by Bennett Brewer & Associates, LLC

dated _____, 2020.

(O) ADDENDA:

No. _____, dated _____, 2020

No. _____, dated _____, 2020

No. _____, dated _____, 2020

No. _____, dated _____, 2020

No. _____, dated _____, 2020

No. _____, dated _____, 2020

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in (four (4)) each of which shall be deemed an original on the date first above written.
(Number of copies)

OWNER:

ALLEGANY MUSEUM

BY _____

NAME _____

TITLE _____

(SEAL)

ATTEST:

Name _____
(Please type)

Title _____

CONTRACTOR:

BY _____

Name _____
(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____
(Please Type)

Title _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Allegany Museum hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one which shall be deemed an original, this the _____ day of _____, 2020.

ATTEST:

(Principal) Secretary

By _____(S)

(SEAL)

(Witness as to Principal)

(Address)

(Surety)

(Principal)

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

By _____

By _____
Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____, hereinafter called Principal,

and _____

(Name of surety)

_____ (address of surety)

hereinafter called Surety, are held and firmly bound unto the Allegany Museum
(Name of Owner)

3 Pershing Street, Cumberland, Maryland 21502
(Address of Owner)

hereinafter called OWNER, in the penal sum of ____ Dollars, \$(____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by the presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2020, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for and performing labor in the prosecution of the WORK provided for in such contract, And any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one which shall be deemed an original, this the _____ day of _____, 2020.

ATTEST:

(Principal) Secretary

Principal

By _____(S)

(SEAL)

(Address)

(Witness as to Principal)

(Address)

Surety

ATTEST:

By _____
Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

NOTICE OF AWARD

To: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

Your are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance bond, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture to your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2020.

ALLEGANY MUSEUM
Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____,

this the _____ day of _____, 2020.

By _____
Title _____

NOTICE TO PROCEED

To: _____ Date: _____

Project: _____

You are hereby notified to commence WORK in accordance with the AGREEMENT dated _____, 2020, on or before _____ and you are to complete the WORK within _____ consecutive calendar days thereafter.

The date of completion of all WORK is therefore _____, 2020.

Allegany Museum
Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by

this the _____ day of _____, 2020

By _____

Title _____

CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ _____

Original CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased)

by: \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date).

Approvals Required:

Requested by: _____

Recommended by: _____

Ordered by: _____

Accepted by: _____

Federal Agency Approval (where applicable) _____

GENERAL PROVISIONS

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages

1. DEFINITIONS

1.1 Whenever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.

1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS - The contract, including Advertisement For Bids, Information For Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the

16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay.
19. Payments to Contractor
- 20 Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification

25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Taxes

WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER - The person, firm or corporation named in such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated for installed.

1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER - Any person or organization who supplies material or equipment for the WORK, including that fabricated of a special design, but who does not perform labor at the site.

1.23 WORK - All labor necessary to produce the construction required by the CONSTRUCTION DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.24 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of the Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK

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2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after the discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWINGS which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR's expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

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8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substituting and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as

required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, and SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable in the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a.) Unit prices previously approved.
- b.) An agreed lump sum.
- c.) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

1.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

1.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full
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completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

1.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

1.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUSPENSION OF WORK, TERMINATION AND DELAY

17.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume the WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

17.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulation or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatsoever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional

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services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER shall be determined by the ENGINEER and incorporate in a CHANGE ORDER.

17.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

17.4 After ten (10) days from deliver of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice in any other right remedy, elect to abandon the PROJECT and terminate the Contract. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

17.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more the ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

17.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the ENGINEER or OWNER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

18. PAYMENTS TO CONTRACTOR

18.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment, In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within (14) days of presentation of an approved partial payment application, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce the retainage to five (5) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

18.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitable stored either at or near the site.

Allegany Museum

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18.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

18.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

18.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

18.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material, men, and furnishers of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

18.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

19. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

19.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

20. INSURANCE

20.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them or by anyone for whose acts of them may be liable.

20.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts:

20.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees:

20.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees:

20.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person: and

20.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

20.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

20.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance hereinafter specified:

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$2,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

20.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER and the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release from obligation the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

20.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case of any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case of any class of employees engaged in hazardous work under this contract at the site of the PROJECT, is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

20.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builders Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as insured the CONTRACTOR, the Engineer and the Owner.

21 CONTRACT SECURITY

21.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor or material in Allegany Museum

the prosecution of the WORK provided by the PROJECT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bond": as published in the Treasury Department Circular Number 570. The these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

22 ASSIGNMENTS

22.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

23. INDEMNIFICATION

23.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by an negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

23.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, ANY SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

23.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

24. SEPARATE CONTRACTS

24.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

24.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

24.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others

involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

25. SUBCONTRACTING

25.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which under normal contracting practices are performed by specialty SUBCONTRACTORS.

25.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR in excess of fifty (50%) percent of the CONTRACT without prior written permission of the OWNER.

25.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTOR, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed for him.

25.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontract relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the WORKS insofar as applicable to the WORK of the SUBCONTRACTORS and to give the SUBCONTRACTOR the same power as regards terminating any subcontract that the WORK may exercise over the CONTRACTOR under any provision of the WORKS.

25.5 Nothing contained in the CONTRACT shall create any contractual relation between and SUBCONTRACTOR and the OWNER.

26. ENGINEER'S AUTHORITY

26.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

26.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

26.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

26.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

27. LAND AND RIGHTS-OF-WAY

27.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

27.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

27.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities or for storage of materials.

28. GUARANTY

28.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give

notice of observed defects with reasonable promptness. In the event that the CONTRACTOR SHOULD fail to make such repairs, adjustments or other work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

29. TAXES

29.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK performed.

SPECIAL PROVISIONS

DESCRIPTION OF WORK

The project includes asphalt milling and paving, concrete demolition, new concrete ramp, sidewalk, curbing, landscape pavers, relocation of existing site features, and other miscellaneous work associated with construction.

PLANS AND SPECIFICATIONS

The plans and specifications are intended to cover a complete project. It should be distinctly understood that failure to mention any incidental and/or necessary related work that would be required to complete the items of work included in this Contract shall not relieve the Contractor of his responsibility to perform such work.

The work is to be completed in accordance with Maryland Department of Transportation, State Highway Administration Specifications, dated January 2008, as amended, unless otherwise noted in the Special Provisions or shown on the plans.

In case of discrepancy between the Special Provisions and all other provisions contained in this Contract, the Engineer shall be the sole authority as to the proper interpretation.

All work is to be done in accordance with the plans and specifications. Requests for additional copies of the specifications should be directed to Allegany Museum, 3 Pershing Street, Cumberland, Maryland 21502 (301-759-6424).

When referred to in the Special Provisions, Maryland State Highway Administration Specifications is Maryland Department of Transportation State Highway Administration Specifications dated January 2008, as amended.

PRECONSTRUCTION CONFERENCE

A Pre-construction Conference will be held between representatives of the Allegany Museum, Consulting Engineers, the successful bidder, and other interested parties at a time and place to be named after the Award of the Bid.

RESPONSIBILITY FOR QUALITY AND COMPLETENESS

The Contract plans and specifications are intended to cover a complete project. The project is broken down into unit prices for payment purposes.

It is the Contractor's responsibility to ascertain the work required to properly complete an item of work, and to include said costs in the unit prices that are bid for that work.

It is also the Contractor's responsibility to provide a quality product to the Owner. All materials and workmanship must not only meet specifications, but must be in accordance with normally acceptable practices.

The Owner reserves the right to add to or delete from the estimated quantities of work for any of the bid items so that the project meets the allowable budget. Such additions or deletions shall not affect the unit prices bid.

PUBLIC OWNED UTILITIES

The Contractor's attention is directed to the requirements of Section GP-7.17 of the State Highway Administration Specifications.

Allegany Museum

Restoration & Conversion Phase III

BBA Project No. 2018020

All utility companies will be advised by the Contractor of the work proposed under this Contract and of the necessary adjustments to their respective installations. The Contractor shall communicate with all utility companies at least three days in advance before commencing any work in areas where utilities are located. The utility owners shall perform all adjustments to utilities other than those specifically included in the proposal.

The Contractor shall be on the alert for any additional utilities, which he may encounter in the course of the operations. If additional utilities are discovered, the Contractor shall immediately take steps to protect the utility and notify the Engineer and the utility owner.

In the case of damage to any utilities by the Contractor, either above or below the ground, the Contractor shall restore such utilities to a condition equal to that existing before the damage was done. Any and all costs incurred for such restoration shall be borne entirely by the Contractor.

If it is deemed necessary by the Engineer, the Contractor may be required by means of a "Stop Order" to suspend all or part of his construction operations in order to facilitate the construction or adjustment of utilities.

The Contractor may be allowed by written instructions from the Engineer to perform work during this "Stop Order" period, so long as the work does not in any way interfere with the work by the utility companies.

The Contractor shall take into consideration the adjustment of installations by public utilities in areas within the limits of this Contract in preparing his proposal. No additional compensation will be allowed for work interruptions, changes in construction sequences, changes in handling, excavation, drainage and paving, changes in types of equipment used, etc. caused by others performing work within the limits of the Contract.

Listed below are the contact persons for the various utilities in the County:

Atlantic Broadband
201 South Mechanic Street
Cumberland, MD 21502
Emergency Number 888-536-9600

Non-Emergency Contact:
Mr. Scott Wilson
Technical Supervisor
301-759-4806, Ext. 5

Mr. Trevor Sell
Technical Supervisor
301-759-4806, Ext. 9
Columbia Gas of Maryland, Inc.
1000 Industrial Boulevard
Cumberland, MD 21502
Emergency Number: 888-460-4332

Non-Emergency Contact:
Mr. Kerry Puffinburger
Field Operations Leader
301-784-3379

Mr. Scott Turley
Construction Leader
301-784-3379
Columbia Gas of MD/PA
1452 Gun Club Road
Uniontown, PA 15401
Emergency Number: 888-460-4332

Non-Emergency Contact:
Mr. Nathan Griese
Field Engineer
301-269-3305

Skyline Technology Solutions
(Monitors all Maryland State Fiber Assets)
6956-f Aviation Boulevard
Glen Burnie, MD 21061
Emergency Number: 410-553-2605

Non-Emergency Contact:
Mr. John F. White
Field Engineer/Coordinator
301-616-1005

VERIZON
425 Blackiston Avenue
Cumberland, Maryland 21502
Emergency Number: 800-275-2355

Non-Emergency Contact:
Mr. Garry H. Bennett
Engineering Assistant
301-759-1846

Mr. Gene Browning
I&M Supervisor
301-334-9940
Verizon Business (MCI)
400 International Parkway
Richardson, TX 75081
Emergency Number: 724-749-3200

Non-Emergency Contact:
Mr. Dean Boyers
ENGR III SPEC.
469-886-4238

Columbia Gas Transmission
(A Transcanada Corporation)
12001 Industrial Park Street
Cumberland, MD 21502
Emergency Number: 800-835-7191

Non-Emergency Contact:
Ms. Lorrie Steadman
Land Representative 3
301-729-5624
Lumos Networks
4600 J Barry Court, Suite 110
Canonsburg, PA 15317
Emergency Number: 724-749-3200

Non-Emergency Contact:
Mr. Matthew Bledsoe
OSP Engineer
724-749-3032

Potomac Edison
(A First Energy Corporation)
700 Fourth Street
Cumberland, MD 21502
Emergency Number: 800-544-4877

Non-Emergency Contact:
Mr. Marty Dunnington
Designer, Engineering Services
301-759-5709

Miss Utility
7223 Parkway Drive, Suite 100
Hanover, MD 21076
Locate Requests: 800-257-7777

Admin Phone: 410-712-0056
Fax: 410-712-0062

City of Cumberland, Public Works Department
Sewer Utilities Division
400 East Offutt Street
Cumberland, MD 21502
Emergency Number: 301-759-6426

Non-Emergency Contact:
Mr. Tim Murphy
Flood/Sewer Superintendent
301-759-6630
City of Cumberland, Public Works Department
Water Utilities Division
215 Bowen Street
Cumberland, MD 21502
Emergency Number: 301-759-6625

Non-Emergency Contact:
Mr. Robert Rider
Water Utilities Superintendent
301-759-6623

STANDARD DETAILS

Unless shown otherwise on the plans or in these special provisions, the standard details (Highway and Incidental Construction) shall be those of State Highway Administration, entitled "Book of Standards, Highway and Incidental Structures". The Contractor will be responsible that the Standard Plates in his possession shall be the latest Standard Plates up to and including the date of advertisement.

EROSION AND SEDIMENT CONTROL

The Contractor shall follow the approved sediment pollution control plan; or shall develop, submit and obtain approval, from all agencies and the engineer, for the erosion and sediment pollution control plan prior to start of work. The Contractor shall be fully responsible to provide adequate erosion and sediment control for all work. The erosion and sediment control features installed by the Contractor shall be maintained by the Contractor for the duration of the Contract.

This item will not be measured, except as noted, and will not be directly paid for but will be considered as incidental to and included in the other bid items of the Contract.

PROGRESS SCHEDULE AND SCHEDULE OF OPERATIONS

PROGRESS SCHEDULE:

The Contractor will be responsible for establishing a "Progress Schedule", which will enable him to complete the work within the time specified.

The "Progress Schedule" must be approved by the Engineer prior to any work being performed under this contract. **Coordination with the Allegany Museum is critical prior to starting work.**

The Contractor shall coordinate his construction sequence so as to create the least possible inconvenience to the traveling public and local residents. One lane of traffic must be maintained at all times for emergency vehicles and local traffic only.

In order for the Contractor to synchronize traffic operations throughout the "Project" in such a way so as to provide for the minimum inconvenience and maximum safety to the Public, the Contractor's attention is directed to Section 104 of the Specifications.

In preparing the progress schedule, the Contractor's attention is directed to the contract requirements for "Traffic Control Plan", "Cooperation Between Contractors" and "Notice to Contractor". The Contractor must cooperate fully with the Engineer, and other contractors in the area, He must consider the possibility that his TCP Sequence of Operations and Construction Scheduling may require revisions during the life of this Contract.

The Contractor will be required to adhere to any and all Federal, State and County ordinances with regard to noise pollution.

SCHEDULE OF OPERATIONS:

The Contractor's attention is directed to the following list of requirements for scheduling construction operations for this project:

1. Contract time has been established at sixty (60) calendar days for substantial completion and ninety (90) days for final completion. Failure to meet the schedule will be grounds for the Allegany Museum to assess Liquidated Damages of Two Hundred and Fifty Dollars (\$250.00) per day for each day beyond the completion date specified herein.
2. The Contractor shall be required to confer with and coordinate the work with that of all other contractors who may be working in the area. The Contractor shall perform no act to delay or impede the work of other Contractors and he will be held responsible for any delays or extra costs that his acts may cause the other Contractors. All work will be coordinated through the Project Engineers.
3. The Owner reserves the right to change, modify or specify work schedules and sequence of operations for any construction within the project limits. The Contractor will be required to adjust his schedule of operations and coordinate all construction and rerouting of traffic with work underway. The Engineer will make the final determination of work schedules to meet conditions existing at the time of construction.
4. All areas used for storage of equipment and materials shall be restored to their original condition or better immediately upon completion of the work. No additional compensation will be allowed for regrading or placement of topsoil and seed and mulch in these areas.
5. All costs and/or expenses occasioned by the "Progress Schedule" and/or "Schedule of Operations" are to be absorbed by the Contractor and considered incidental to the Project.

No additional compensation will be provided due to the above restrictions and/or requirements.

ACTIVITIES CHART PROJECT SCHEDULE - TYPE B

The construction of this project will be planned, scheduled, and executed by the use of an Activities Chart Project Schedule (AC) based upon the requirements included in Section 110 of the "Standard Specifications for Construction and Materials." The AC Project Schedule shall be used for coordination and monitoring of all work under the contract including all activities of subcontractors, vendors and suppliers. All costs incurred by the Contractor in preparing all versions and updates of the (AC) Project Schedule are to be paid for under all other pay items included in the Proposal.

EXTENSIONS OF THE CONTRACT

The Owner will not allow any request for an extension of the contract time except in the case of weather related delays.

EMPLOYMENT AGENCY

The Maryland Department of Employment Services is located at:

Maryland Department of Employment Services
239 N. Mechanic Street
Cumberland, MD 21052
(301) 777-2122

NOTICE TO ALL HOLDERS OF THESE CONTRACT DOCUMENTS

Whenever the phrase "or approved equal" appears in this Proposal in reference to construction items, which are designated by brand name, the following phrase shall be its intended meaning "or equal as approved by the Engineer after necessary testing, if required." All items are required to be Maryland State Highway Administration certified in accordance with local State Highway Administration (District 6) procedures.2

LIQUIDATED DAMAGES

Should the Contractor fail to achieve substantial completion of the project under this Contract and make the work available on or before the date stipulated for substantial completion of the entire Contract (or such later date as may result from extension of time granted by Owner), he shall pay Owner, as liquidated damages, the sum of two hundred and fifty dollars (\$250) for each consecutive calendar day that the terms of the Contract remain unfulfilled beyond date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which Owner will sustain per diem by failure of Contractor to complete work within time as stipulated. In no way shall liquidated damages be construed as a penalty on the Contractor.

TESTING OF MATERIALS

DESCRIPTION

All materials shall be tested in accordance with Maryland Department of Transportation State Highway Administration Specifications dated January 2008, as amended, unless otherwise stated in the Special Provisions.

MATERIALS AND CONSTRUCTION REQUIREMENTS

Bituminous Concrete Pavement

The Contractor will provide the testing of the Bituminous Concrete Pavement. The Testing and Sampling, Density Requirements, and Surface Tolerances shall be in accordance with Maryland State Highway Administration Specifications Section 504.

Concrete

Concrete cylinder tests will be taken for each day's pour for each structure and at least one test for each fifty (50) cubic yards of concrete or fraction thereof in the job. On curb and sidewalk projects, tests shall be done for approximately every 1,500 square feet of curb and sidewalk. Each test shall consist of at least three (3) cylinders. The Engineer shall have the authority to request additional tests or designate which batch shall be sampled.

All tests must be done by a lab acceptable to the Owner. The Contractor shall be responsible for making cylinders, documenting location of pour and delivery to the lab. Test results shall be sent to the Consulting Engineers. The Owner reserves the right to be present during testing of the cylinders.

MEASUREMENT AND PAYMENT

Testing will not be paid as a separate item, but payment shall be included in other bid items.

NOTE TO CONTRACTOR:

As a quality control measure, the Contractor shall supply nuclear density tests or core sample tests in accordance with appropriate Maryland State Highway Administration Specifications. Test reports shall be submitted to the Engineer in writing.

The Owner reserves the right to contract with a third party or to take its own samples to assure quality control in adherence to the contract requirements.

CONTINGENT ITEMS

Items in the proposal designated as "Contingent" are for work not included in any of the other lump sum or unit price items of the proposal, and is work that may or may not be ordered by the Engineer to be used in the project depending on the Engineer's evaluation of the actual field conditions encountered. The Engineer may order that contingent items be used in smaller or larger quantities than is indicated in the proposal. Such work shall be performed only as, and when, ordered by the Engineer and the Contractor shall be aware that payment will be made under these items only for the quantities actually ordered by the Engineer to be used.

The Contractor shall not have any right to demand payment for loss of profit and overhead due to the fact that these items were not used in the work or used in smaller quantities than that indicated in the proposal. Quantities ordered by the Engineer to be used larger than that indicated in the proposal will be paid for at the contract unit price bid therein.

ESTIMATED QUANTITIES

The quantities appearing in the prepared bid schedule are approximate only and are prepared for the canvassing of bids. It is understood that these schedules, quantities of work to be done, and materials to be furnished; may each be increased, diminished, or omitted, by the direction of the Engineer to maintain an allowable budget, without in anyway invalidating prices bid. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the Contract. The Owner reserves the right to diminish or delete quantities included in biddable items.

SALVAGE RIGHTS

The Owner retains salvage rights to the following items, which are to be removed and not reused in the construction of this project:

1. Water meters and boxes, fire hydrants, valves and valve boxes

It shall be the Contractor's responsibility to remove all salvageable items with reasonable care to avoid excess damage to these items such that it renders them unusable by the Owner.

The Contractor shall deliver all salvageable items to the appropriate storage facility as directed by the Engineer.

ROCK CLAUSE

The Contractor shall consider all earthwork excavation **as unclassified. No additional** compensation will be paid for rock excavation and disposal. Blasting will not be allowed except with written permission of the governing local and state agencies.

101 - MOBILIZATION

DESCRIPTION

See Maryland State Highway Administration Specifications Section 108.

MATERIALS

Not applicable.

CONSTRUCTION REQUIREMENTS

See Maryland State Highway Administration Specifications Section 108.

MEASUREMENT AND PAYMENT

See Maryland State Highway Administration Specifications Section 108.

102 - CONSTRUCTION STAKEOUT

DESCRIPTION

See Maryland State Highway Administration Specifications Section 107. Contractor shall be responsible for establishing field elevations and centerlines, outside construction limits for smooth transitional tie-ins at driveways, alleys, and/or street intersections. Tie-ins shall be made at driveway entrances, alleys, and street intersections to the extent directed by the Engineer or as shown on the plans.

Property corners, monuments, and intersection pins, which will be damaged by this construction, shall be reset after construction.

MATERIALS

Not applicable.

CONSTRUCTION REQUIREMENTS

The Contractor shall be responsible for all construction stakeouts for all of the work. Prior to start of the work, the Contractor shall verify all grades and all other information shown on the drawings required to properly perform the work. In case of discrepancies, the Contractor shall notify the Engineer at once, and failure to do so shall be at the Contractor's sole risk.

MEASUREMENT AND PAYMENT

Measurement and payment shall be on a lump sum basis.

103 - TEMPORARY TRAFFIC SIGNS

DESCRIPTION

See Maryland State Highway Administration Specifications Sections 813 and 812.

MATERIALS

See Maryland State Highway Administration Specifications Sections 812 and 813.

CONSTRUCTION REQUIREMENTS

See Maryland State Highway Administration Specifications Sections 812 and 813.

MEASUREMENT AND PAYMENT

Measurement and payment shall be on a lump sum basis.

Price bid for this item shall include furnishing and erecting sign supports.

104 – 2 ½ INCH 12 GAUGE GALVANIZED SIGN POST

DESCRIPTION

See Detail Sheet C-551

MEASUREMENT AND PAYMENT

Payment shall be made at the contract unit price per item.

105 – SHEET ALUMINUM SIGNAGE

DESCRIPTION

See Detail Sheet C-551

MEASUREMENT AND PAYMENT

Payment shall be made at the contract unit price per item.

106 – SAWCUT AND DEMO ASPHALT PAVEMENT & BASE

DESCRIPTION

See Maryland State Highway Administration Specifications Section 206.

MATERIALS

CONSTRUCTION REQUIREMENTS

See Maryland State Highway Administration Specifications Section 206.

MEASUREMENT AND PAYMENT

Payment shall be made at the contract unit price per square yard.

107 – MILLING OF ASPHALT PAVEMENT 1 ½”

DESCRIPTION

See Maryland State Highway Administration Specifications Section 508.

Allegany Museum

Restoration & Conversion Phase III

BBA Project No. 2018020

MATERIALS

No materials required.

CONSTRUCTION REQUIREMENTS

See Maryland State Highway Administration Specifications Section 508.

MEASUREMENT AND PAYMENT

Measurement and payment shall be on a square yard of pavement milled. This shall include all incidentals necessary to complete this item.

The removal and disposal of all millings shall be the responsibility of the Contractor.

108 – SAWCUT AND DEMO CONCRETE SIDEWALK, STAIRS AND RAMP**DESCRIPTION**

See Maryland State Highway Administration Specifications Section 206.

MATERIALS**CONSTRUCTION REQUIREMENTS**

See Maryland State Highway Administration Specifications Section 206.

MEASUREMENT AND PAYMENT

Payment shall be made at the contract unit price per square yard.

109 – HOT MIX ASPHALT OVERLAY (SURFACE COURSE) – 1 1/2”
DESCRIPTION

See Maryland State Highway Administration Specifications Section 504.

MATERIALS

Surface course shall be – Hot Mix Asphalt Superpave 9.5 mm (PG64-22)

All bituminous pavements shall be in accordance with Maryland State Highway Administration Specifications Section 504.

Mix designs shall be submitted to, and approved by the County.

CONSTRUCTION REQUIREMENTS

See Maryland State Highway Administration Specifications Section 504.

THE CONTRACTOR SHALL ACQUIRE PERMISSION FROM THE ENGINEER AT LEAST FORTY-EIGHT (48) HOURS BEFORE WORK BEGINS.

MEASUREMENT AND PAYMENT

See Maryland State Highway Administration Specifications Section 504.

110 – MONOLITHIC CURB/SIDEWALK

DESCRIPTION

See Maryland State Highway Administration Specifications Section 603.

MATERIALS

See Maryland State Highway Administration Specifications Section 603.

CONSTRUCTION REQUIREMENTS

See Maryland State Highway Administration Specifications Section 603.

MEASUREMENT AND PAYMENT

See Maryland State Highway Administration Specifications Section 603.

111 – CONCRETE STEPS, RAMP, AND HANDRAILING

DESCRIPTION

See Maryland State Highway Administration Specifications Section 603.

MATERIALS

See Maryland State Highway Administration Specifications Section 603.

CONSTRUCTION REQUIREMENTS

See Maryland State Highway Administration Specifications Section 603.

MEASUREMENT AND PAYMENT

See Maryland State Highway Administration Specifications Section 603.

112 – 8” BASE COURSE (CR-6)

DESCRIPTION

See Maryland State Highway Administration Specifications Section 501.

MATERIALS

Subbase course shall be CR-6 placed in two compacted lifts of four (4) inches for a total thickness of eight (8) inches. See Maryland State Highway Administration Specifications Section 501 & 901.

CONSTRUCTION REQUIREMENTS

See Maryland State Highway Administration Specifications Section 501.

MEASUREMENT AND PAYMENT

See Maryland State Highway Administration Specifications Section 501.04 and 501.04.01.

113 - SELECT BACKFILL

DESCRIPTION

See Maryland State Highway Administration Specifications Section 302.

Allegany Museum

Restoration & Conversion Phase III

BBA Project No. 2018020

MATERIALS

See Maryland State Highway Administration Specifications Section 302.

CONSTRUCTION REQUIREMENTS

See Maryland State Highway Administration Specifications Section 302.

MEASUREMENT AND PAYMENT

Incidental

**114 – EXCAVATION UNCLASSIFIED
DESCRIPTION**

See Maryland State Highway Administration Specifications Section 201.

MATERIALS

See Maryland State Highway Administration Specifications Section 302.

CONSTRUCTION REQUIREMENTS

See Maryland State Highway Administration Specifications Section 201 except backfill material shall be “*Selected Backfill*”.

MEASUREMENT AND PAYMENT

Incidental

**115 - GRADING
DESCRIPTION**

See Maryland State Highway Administration Specifications Section 208.

MATERIALS

See Maryland State Highway Administration Specifications Section 208.

CONSTRUCTION REQUIREMENTS

See Maryland State Highway Administration Specifications Section 208.

MEASUREMENT AND PAYMENT

Incidental

**116 – TOPSOIL
DESCRIPTION**

See Maryland State Highway Administration Specifications Section 701.

MATERIALS

See Maryland State Highway Administration Specifications Section 701.

CONSTRUCTION REQUIREMENTS

See Maryland State Highway Administration Specifications Section 701.

MEASUREMENT AND PAYMENT

Incidental

117 – PERMANENT SEEDING AND MULCHING DESCRIPTION

See Maryland State Highway Administration Specifications Section 705.

MATERIALS

Lime

Fertilizer 10-10-10

Seed: Kentucky 31 Tall Fescue
Birdsfoot Trefoil (Inoculated)
Annual Ryegrass

Mulch Straw

See Maryland State Highway Administration Specifications Section 705.

CONSTRUCTION REQUIREMENTS

See Maryland State Highway Administration Specifications Section 705, except the following Permanent Seeding shall be used.

Permanent Seeding shall be accomplished as follows:

Loosen upper three inches of soil raking, discing, or etc.

Apply two tons per acre (92 lbs. /1000 sq. ft.) of lime and one thousand pounds per acre (23 lbs./1000 sq. ft.) of 10-10-10 fertilizer.

Harrow, disc, or rake into the upper three inches of soil.

Seed with the following mixture: Kentucky 31 Tall Fescue at a rate of 50 lbs. per acre (1.1 lbs. /1000 sq. ft.), Birdsfoot Trefoil (Inoculated) at a rate of 10 lbs. per acre (0.23 lbs./1000 sq. ft.) and Annual Ryegrass at a rate of 10 lbs. per acre (0.23 lbs./1000 sq. ft.).

Mulch with hay or straw at a rate of two tons per acre (90 lbs. /1000 sq. ft.) or (2 bales/1000 sq. ft.).

Anchor by Mulch Binding Method, as per Maryland State Highway Administration Specifications Section 705.03.01.

MEASUREMENT AND PAYMENT

Measurement and payment shall be on a square yard basis.

Unit price bid shall include labor, materials, equipment and all incidentals necessary to make a stabilized grass growth. Final payment upon establishment of a good stand of grass of uniform color and density and to the satisfaction of the Engineer.

118 – CONCRETE FILLED STEEL BOLLARD DESCRIPTION

See Detail Sheet C-551

MEASUREMENT AND PAYMENT

Payment shall be made at the contract unit price per item.

Allegany Museum

Restoration & Conversion Phase III

BBA Project No. 2018020

119 – BUMPER BLOCKS

DESCRIPTION

See Maryland State Highway Administration Specifications Section 608.

MATERIALS

See Maryland State Highway Administration Specifications Section 608.

CONSTRUCTION REQUIREMENTS

See Maryland State Highway Administration Specifications Section 608.

MEASUREMENT AND PAYMENT

Payment shall be made at the contract unit price per item.

120 – PAVEMENT MARKING

DESCRIPTION

This work shall consist of the preparation for and application of reflective thermoplastic pavement markings as specified in the Contract Documents.

MATERIALS

Thermoplastic material shall be a ready mix, pigmented binder emulsified in water and capable of anchoring reflective beads, which are applied separately. The paint shall not contain any hazardous material listed in the Environmental Protection Agency Code of Federal Regulations CFR 40, Section 261.24, table 1. This Specification allows for the preparation and delivery of white and yellow non-toxic water borne pavement marking paint (fast drying, 60 second no-track) to various locations within the State of Maryland for materials purchased by the administration. Paint shall conform to the Manufacturers formulations and shall be controlled from batch to batch. Unless otherwise noted, paint shall be tested in conformance with Federal Test Method Standard No. 141, and shall conform to the requirements listed below.

The contractor shall provide the administration with the manufacturer's certified analysis in conformance with TC-1.02 of the Standard Specification. The manufacturer shall directly provide a certified analysis with TC-1.02 when material are purchased by the administration

Viscosity shall be $80^{+or-} 10$ KU when tested in conformance with D562 at 77 F.

Directional Reflectance when determined without beads, shall be a minimum of 80 % for white and 50 % for yellow when tested in conformance with E 97.

The color of the dry paint film of the production sample shall essentially match the color chips (Nos. 37886 or 33538) in the Federal Standard 595 when compared instrumentally.

Control Sample of color matching determinations will be made using a Pacific Scientific Color Machine and the C.I.E. Chromaticity Coordinate Color Matching System under light source Illuminate C, with the following tolerances permitted between the standard chip and the dry paint film sample:

CONSTRUCTION REQUIREMENTS

See Maryland State Highway Administration Specifications Section 104.11.03.

MEASUREMENT AND PAYMENT

Measurement and payment shall be on a lump sum basis.

121 – BRICK PAVERS

DESCRIPTION

See Detail Sheet L-101

MEASUREMENT AND PAYMENT

Payment shall be made at the contract unit price per item.

122 – PARK BENCH

DESCRIPTION

See Detail Sheet L-101

	Standard Chip		Delta Tolerance	Range
White (37866)	X	.330	+Or-.020	.310-.350
White (37866)	Y	.340	+Or-.020	.320-.360

MEASUREMENT AND PAYMENT

Payment shall be made at the contract unit price per item.

123 – BIKE RACK

DESCRIPTION

See Detail Sheet L-101

MEASUREMENT AND PAYMENT

Payment shall be made at the contract unit price per item.

124 – FLARE TOP PLANTER

DESCRIPTION

See Detail Sheet L-101

MEASUREMENT AND PAYMENT

Payment shall be made at the contract unit price per item.

125 – FLARE TOP TRASH RECEPTACLE

DESCRIPTION

See Detail Sheet L-101

MEASUREMENT AND PAYMENT

Payment shall be made at the contract unit price per item.

126 – 5’ HIGH CHAIN LINK FENCE WITH PRIVACY SCREEN

DESCRIPTION

See Detail Sheet L-101

MEASUREMENT AND PAYMENT

Payment shall be made at the contract unit price per item.

127 – DETECTABLE WARNING SURFACE

DESCRIPTION

See Detail Sheet C-551

MEASUREMENT AND PAYMENT

Payment shall be made at the contract unit price per item.



EXISTING CERTIFICATE OF APPROPRIATENESS REQUEST FOR CHANGE/AMENDMENT

Certificate of Appropriateness #: 842 (Second Change/Amendment Request)

Property Owner: Western Maryland Station Center Inc.

Original Approval Date: October 15, 2018

Project Address: 3 Pershing Street

Property Number: 04044517

Change/Amendment Review Date: August 12, 2020

The request for a change/amendment to the original review includes the following scope of work: After the Fact approval of the construction of a wooden enclosure and new pad around the HVAC unit, reconstruction of the exterior stairs, reconstruction of the accessible ramp, and replacement of the soffit on the rear addition using Hardie Reveal cement board.

The request was:

DENIED
APPROVED AS SUBMITTED
APPROVED, SUBJECT TO THE FOLLOWING
CONDITIONS

APPROVED with the following conditions:

Signed:

HPC Chair

HPC Secretary

NOTE: Please note that the approval listed above only constitutes the approval of the Historic Preservation Commission. You must still ensure that all other permits associated with this project, if required, have been applied for and approved by the Building and Zoning Officer.

3 Pershing Street “Before” Photos





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RESERVED
VISITOR



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STA



**3 Pershing Street
Project Underway
July 2020**











Documents Provided by Project Architect to the Maryland Historical Trust for Preservation Easement Review

GROVE & DALL'OLIO ARCHITECTS P.L.L.C.

May 16, 2019

Ms. Kate Bolasky
Easement Administrator
Maryland Historic Trust
Maryland Department of Planning
100 Community Place
Crownsville, MD 21032

Dear Ms. Bolasky,

We have developed a third revised design concept for the rear entrance of the Allegany Museum in Cumberland, MD.

The scope is as follows:

- 1) Existing Stair, ramp and railings will be removed. The previously sent pictures show that the concrete has deteriorated since its installation in the 1950s.
- 2) A new ramp, elevated waiting area, and steps will be constructed out of concrete. The steps will have cast aluminum nosings (cut sheet attached). The surface of the concrete will receive a broom finish to improve traction. One set of steps will be from the sidewalk and another wider set of steps will be from the parking area
- 3) The existing underside of the soffit has significant cracking will be removed and replaced with light grey Hardie Board Reveal system smooth finish cement board with $\frac{1}{4}$ " reveals at 4' on center. The completed installation will be coated with a finish to match the existing stucco. The previous surface was installed without any control joints. This likely led to its deterioration. New outdoor rated LED can lights will be installed in the soffit. (Product cut sheet is attached)
- 4) Railing design will be standard 1-1/2" tubular steel.
- 5) The existing double loaded head-in parking lot is wider than it needs to be. In order to contribute to reductions in stormwater runoff an absorbant landscaped buffer is needed. In lieu of the previous planting plans submitted, the new green area between the parking and building façade will simply be grass to match the other facades.



Attached for your review and comment are 3D renderings of the proposed renovations as well as the amendment form. If there are any questions or if any additional information is needed, please do not hesitate to call me at 540-773-2328. If the schematic concept is approved by your office, we will work with the museum and the Civil Engineer to produce final construction drawings with the additional details that you requested.

Thank you,

A handwritten signature in black ink, appearing to read 'Lisa Dall'Olio', written in a cursive style.

Lisa Dall'Olio, AIA, LEED AP

Cc: Michael Fetchero
Victor Rezendes
Matt Brewer





Silver, Cast Aluminum Stair Nosing, Installation Method: Fasteners, 48" Width

Item # 2TVD7 Mfr. Model # AG101.3-4 Catalog Page # 1900 UNSPSC # 31201513



Categories based on your search



Safety



Matting

Web Price ⓘ

\$69.59 / each

Shipping Pickup

Ships from supplier. Expected to arrive on or before **Wed. Jun 12.**

Ship To 22801 (Change)

Auto-

Reorder ⓘ

Deliver one time

only

Qty

1

Add to Cart

Item	Stair Nosing
Color	Silver
Material	Cast Aluminum
Installation Method	Fasteners
Depth	3"



Stair Tread Covers and Nosings

Other products based on your search



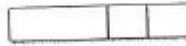
[object Object] ⓘ

Silver, Cast Aluminum Stair Nosing, Installation Method: Fasteners, 48" Width

VIEW

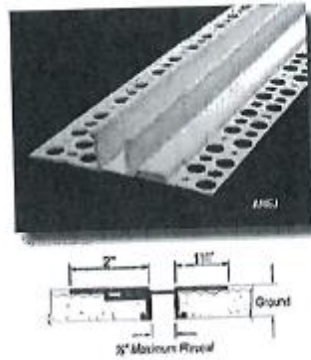
VIEW

Chat with an Agent



Vinyl 2-Piece Expansion Joint with 1/2" Reveal is designed to relieve stresses in stucco wall and ceiling areas where a greater than normal degree of movement might occur. This joint allows for movement in two different planes and is recommended at through-wall construction joints and where two different framing materials meet. If AMEJ is installed horizontally, place the female component on the top side and the male component on the bottom side. 10' standard length.

Product No.	Joint Width	Reveal	Ground	Box Count
AMEJ380-500	Adjustable W" to W"	W"	W"	25
AMEJ500-500	Adjustable W" to 1/2"	W"	W"	25
AMEJ580-500	Adjustable W" to W"	W"	W"	25
AMEJ750-500	Adjustable W" to W"	W"	W"	25
AMEJ780-500	Adjustable W" to W"	W"	W"	20



Male Expansion Component

is the companion part of the two-piece expansion joint and other multi-part expansion joints. Designed to relieve stucco stress in wall and ceiling areas where excessive horizontal and vertical movements might occur. 10' standard length.

Product No.	Type	Ground	Box Count
AMMEJ-380	Male	W"	50
AMMEJ-500	Male	W"	50
AMMEJ-580	Male	W"	50
AMMEJ-750	Male	W"	50
AMMEJ-780	Male	W"	50



Female Expansion Component

is half of the two-piece expansion joint and other multi-part expansion joints. It is used to fabricate reveals and soffit joints, which incorporate expansion. 10' standard length.

Product No.	Type	Ground	Box Count
AMFEJ-380	Female	W"	50
AMFEJ-500	Female	W"	50
AMFEJ-580	Female	W"	50
AMFEJ-750	Female	W"	50
AMFEJ-780	Female	W"	50



Vinyl Angles are used with inside and outside corner expansion joints (can be sold separately). 10' standard length.

Product No.	Dimensions (Legs)	Box Count
AM750-750	W" x W"	50
AM1000-1000	1" x 1"	50
AM1500-1500	1 1/2" x 1 1/2"	50



NOTES:
 All joints should be embedded in sealant and sealed after installation if necessary.
 Items are assembled after order is placed and require additional lead time.

5/16/2019

5 in. and 6 in. Downlight Nickel 1200-Lumen Integrated LED Recessed Trim Retrofit Light-DCR561121205KNK - The Home Depot

Home / Lighting / Recessed Lighting / Recessed Lighting Trims

Model # DCR561121205KNK Internet #305599409



Live Chat

Save to Favorites

5 in. and 6 in. Downlight Nickel 1200-Lumen Integrated LED Recessed Trim Retrofit Light

★★★★★ (1) Write a Review

\$29⁹⁵

Save up to \$100[◇] on your qualifying purchase.
Apply for a Home Depot Consumer Card

Actual Color Temperature (K) - Color Temperature: 5000K - Daylight



Quantity

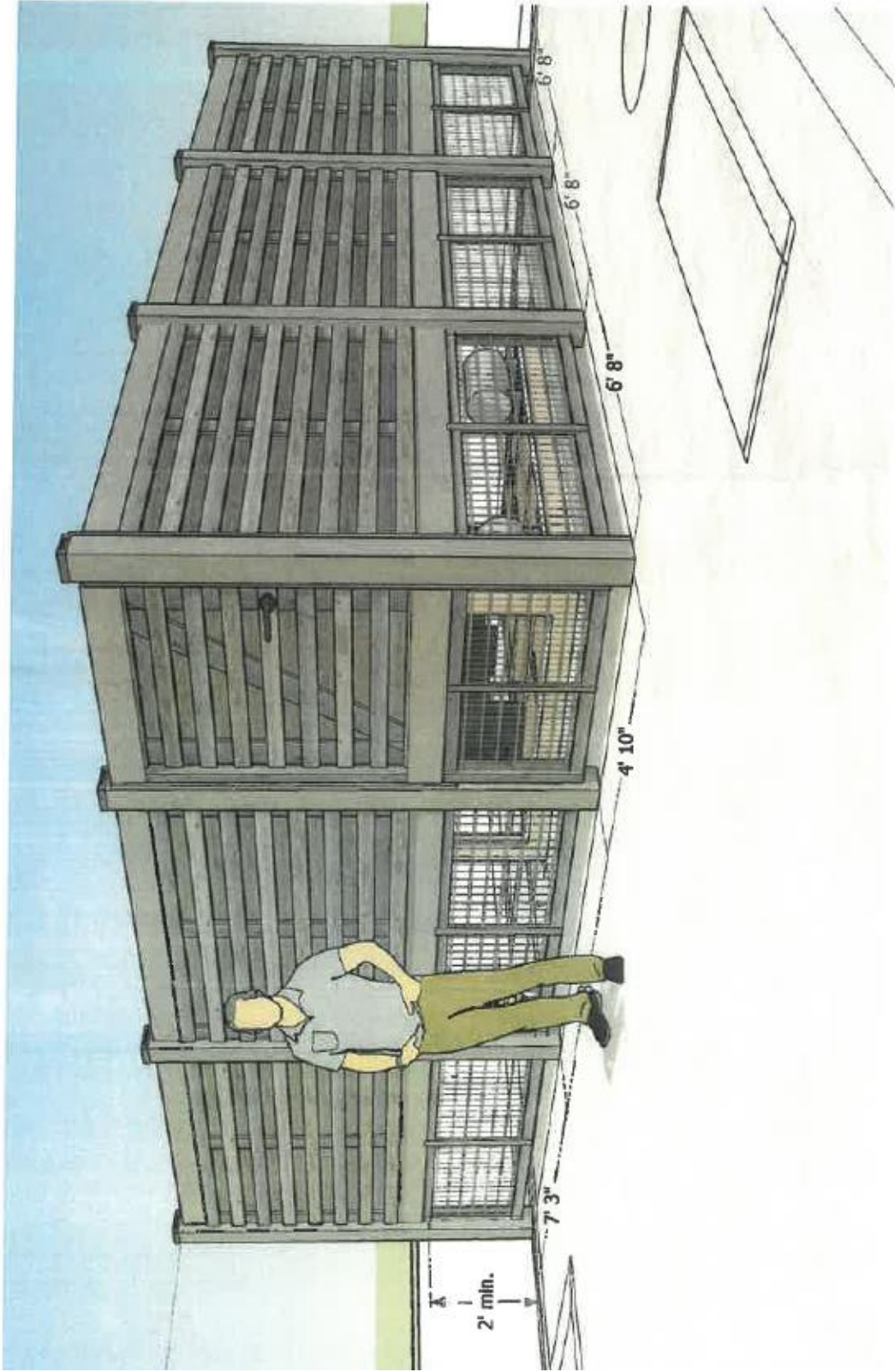
Not in Your Store - We'll Ship It There

Available for pickup
May 24 - May 30

We'll send it to Winchester for free pickup

5 in. and 6 in. Downlight Nickel 1200-Lumen Integrated LED Recessed Trim Retrofit Light-DCR561121205KNK/305599409

Additional Project Information Provided by Applicant



Allegany Museum / Cumberland, MD
Painted Wood / Chiller Screen Concept 2 ✓



REVEAL[®] PANEL SYSTEM

About Reveal[®] Panel System

Embody a modern aesthetic

Get the look you are after with the solution that offers design flexibility. The Reveal[®] Panel System by James Hardie can be utilized to create an effective modern, durable, panelized look.

See Product

Install & Tech Docs

A system of components specifically developed for multi-family and light commercial construction. If your project calls for a panelized look — the Reveal Panel system offers the design flexibility you need.

Beginning with a commercial grade panel developed for multi-family and light commercial applications, the Reveal Panel system by James Hardie is a complete solution for creating a panelized look. Eliminate the guesswork in creating this look with the Reveal Panel system, with all parts including panels, trims and fasteners supplied by James Hardie. Check for availability and call your local James Hardie representative for a recommended experienced installer.

Design Freedom

.....

17





- 7/16" thick, commercial grade panels
- Nominal 4' x 8' panels with 1/2" joint
- Panels can be cut on-site to desired size
- Cleaner look with fewer fasteners (approximately 14-21 per 4' x 8' panel)
- Panels available with ColorPlus® Technology
- Horizontal or vertical application

Unique Aesthetic

- Sharp express joint look with deep shadow lines
- Two different trim profiles
- Exposed or countersunk fasteners
- Off-stud jointing solution provides design flexibility

Proven James Hardie Durability

- Engineered for Climate® to stand up to the demands of your project's specific climate
- Commercial panel developed specifically for use in multi-family, mixed use, senior living and light commercial facilities
- Ventilated rain screen assembly incorporates best practices for moisture management
- Proven performance with James Hardie fiber cement panels coupled with durable aluminum trims

	Our HZ10 products are formulated for superior performance in areas that experience both strong sunlight and high winds, hurricanes and storms.	
Resists damage from moisture including cracking, splitting, rotting and swelling	 30	30-year limited, transferable warranty
 With ColorPlus® Technology, offering up to 30% more fade resistance** to high UV levels	 Resists flame spread	

Smooth Panel

Available in:
Primed for Paint

REVEAL® PANEL SYSTEM Smooth Panel

Smooth Panel

Primed for Paint

Size Options

Thickness	0.438"
Weight	3.14 lbs. per square foot
Length	95.5"

Widths	47.5"
Pcs./Pallet	10

JHInsite.com

The Insite technical service platform makes it easier and faster than ever to specify and build with James Hardie. Insite members enjoy direct access to the Advanced Technical Support Team at James Hardie R&D.



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor

Robert S. McCord, Secretary
Sandy Schrader, Deputy Secretary

September 24, 2020

Victor Rezendes
819 Windsor Road
Cumberland, MD 21502

Re: USPS Cumberland, Allegany County (the "Property")
Maryland Historical Trust Deed of Preservation Easement recorded on October 14, 2010 (the
"Easement")

Dear Mr. Rezendes:

Thank you for your most recent email dated July 15, 2020, in which you responded to the City of Cumberland's request for additional information regarding the installation of a wooden HVAC screening on the rear of the property. These are alterations for which the Maryland Historical Trust (MHT) has no record of approval. Paragraph (D) of the Easement states that, with limited exceptions not applicable to this work, the Property owner "shall not cause, permit or suffer any construction which would alter or change the Property or the Exterior or Interior of any improvements" on the Property without the express written consent of the Director of MHT. Because the exterior work involved the introduction of a new structure, the work constituted a "change" that should have been reviewed in advance by MHT.

On August 6, 2020, MHT's Easement Committee, Breach Subcommittee (the Subcommittee), reviewed the installation of the wooden HVAC screening at the rear of the property and recommended retroactive approval of this work, provided that the screening be painted a matte silver or grey to blend in with the building. I have reviewed this matter and I concur with the Subcommittee's recommendation.

This work is consistent with *the Secretary of the Interior's Standards for the Treatment of Historic Properties*, in particular *General Rehabilitation Standard 9*.

MHT sincerely appreciates your dedicated stewardship of the USPS Cumberland building. Please continue to keep us apprised of your plans for the Property. Should you have any questions or concerns, please do not hesitate to contact Casey DeHaven, Easement Administrator, by telephone at (410) 697-9545 or by email at casey.dehaven@maryland.gov.

Sincerely,

Elizabeth Hughes
Director
Maryland Historical Trust

EH/CD



3 Pershing Street
Cumberland, Maryland 21502
301.777.7200
Web: AlleganyMuseum.org
Email: info@AlleganyMuseum.org

October 20, 2020

Dear Cumberland Historic Preservation Trust,

The Allegany Museum is recommending the following colors for the wooden screen which covers the exterior chiller located at the southwest corner of 3 Pershing Street, Cumberland, Maryland.

Thank you for your time and effort for this particular project. If the museum can be of any further assistance, please do not hesitate to contact us at 201-777-7200 or 301-697-2237.

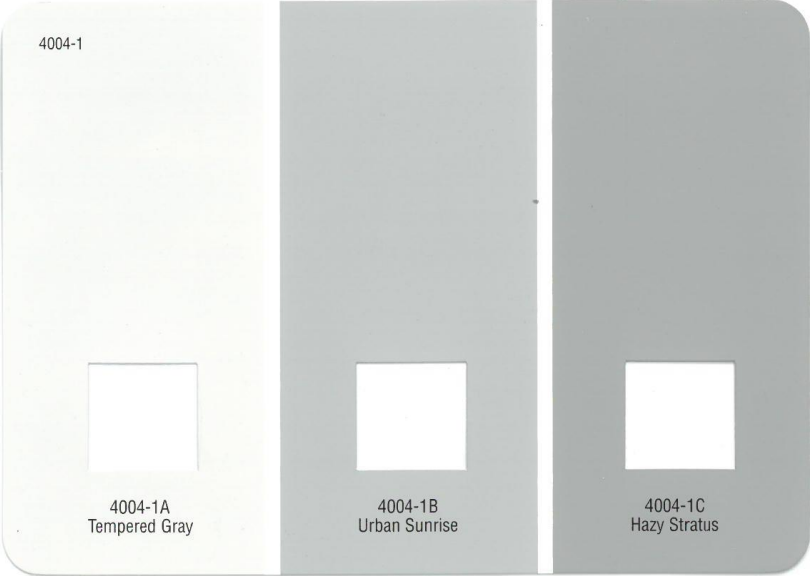
Please note the color recommendations are a close match to the body color of the building which is the 1970's south addition with a masonry finish.

1. Tempered Gray 4004-1 A Valspar Best Exterior latex paint with an eggshell or matte finish.
2. Bay Waves 4008-1 A Valspar Best Exterior latex paint with an eggshell or matte finish.

Respectfully,

President Allegany Museum

October 2020 – Proposed Colors for the HVAC Enclosure





**Certificate of Appropriateness Application
Presentation of Information (Updated 11/5/20)
By Kathy McKenney**

COA#842 (Request for a Second Change/Amendment)

Business Name Allegany Museum

Address 3 Pershing Street

Project Contact Mike Fetchero

Project Summary

An application for a Certificate of Appropriateness was approved on October 15, 2018 (COA#842) for the After the Fact review of a new sign that was installed on the parapet at the rooftop. Unfortunately, the property owners' engineer was provided incorrect information upon inquiring with Department of Community Development staff as to whether permits would be required for this project. Although building permits were not required, information was not provided about the need for a Certificate of Appropriateness review.

The original request for a Change/Amendment to the original COA was reviewed on December 12, 2018 for the addition of a sign panel for the at-grade freestanding sign.

An additional amended review was requested in August of this year to approve additional work that has already been completed on or around the rear addition to the building which is visible from the public rights of way of South Mechanic Street and Harrison Street. The HPC provided an initial review on September 9, 2020 of a request for a second Change Amendment to the original COA. Upon review of documents submitted by the applicant's architect to the Maryland Historical Trust for their review (since they hold a perpetual preservation easement on the building), the local review was tabled on 9/9/20 until the Maryland Historical Trust completed their review, particularly since the most recent documents appeared to differ from the completed design that currently exists. According to the applicant, the HVAC equipment was originally to be installed on the rooftop but instead needed to be placed at ground-level.

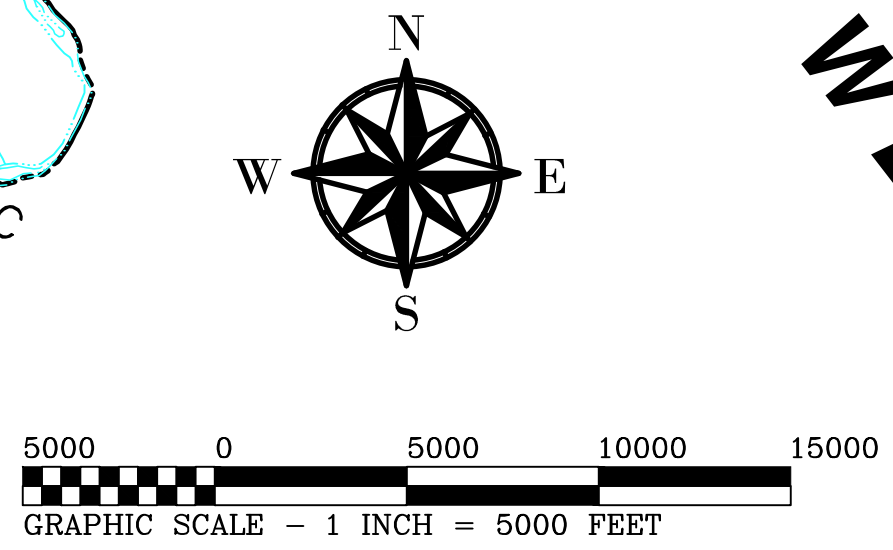
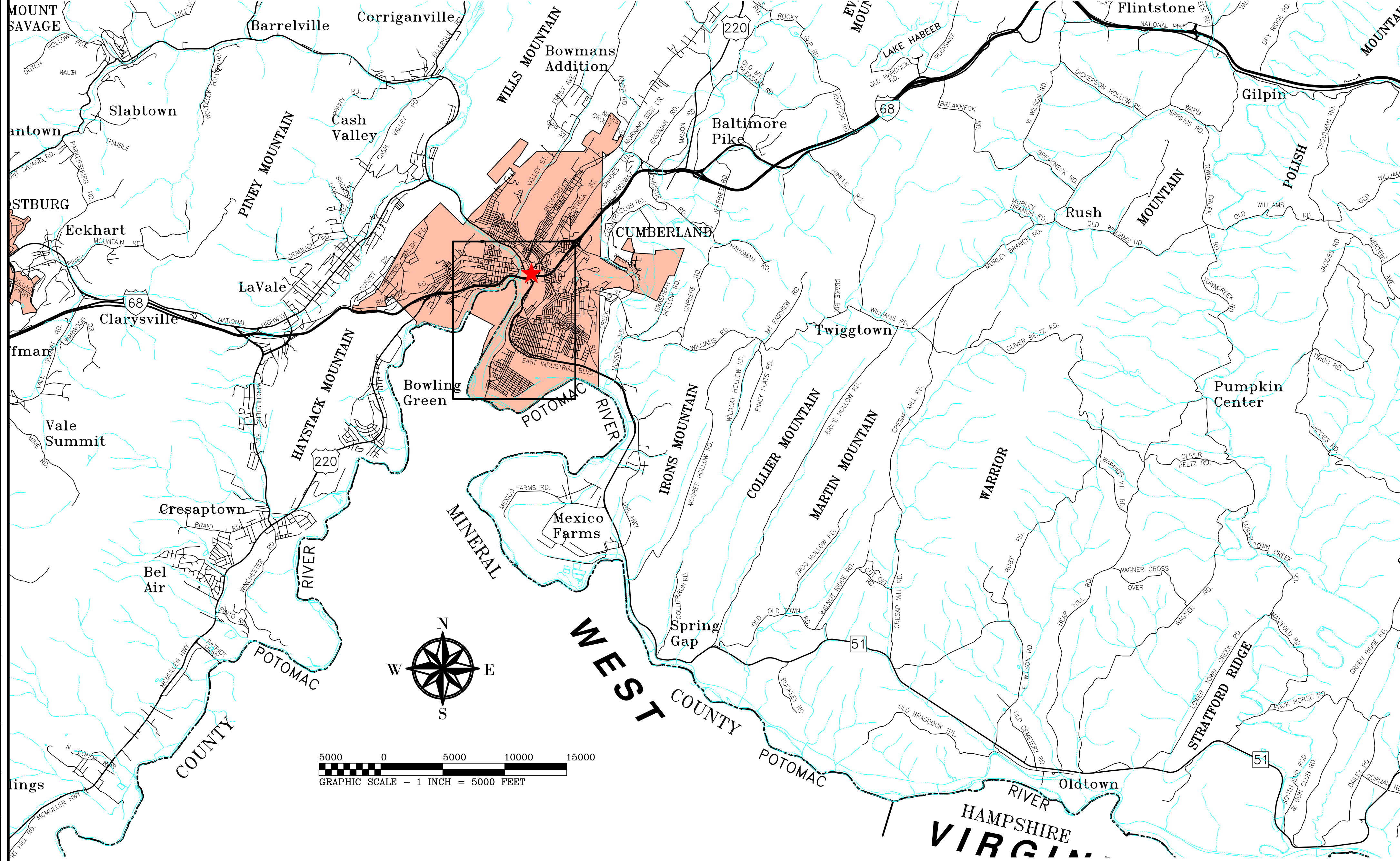
A copy of the MHT determination letter, dated 9/24/20, has been included in this updated packet. A condition placed on their approval was that the enclosure be painted "matte silver or grey".

As a result, the Allegany Museum has proposed two colors, a scanned copy of each has been included in this packet. The colors are from the Valspar line: Tempered Gray (4004-1) and Bay Waves (4008-1). Each are proposed to have an eggshell or matte finish.

The sections of the Preservation Guidelines that pertain to this application are Guideline 3: Restore Significant Historic Features (Chapter 5 Page 678 – cited in reference to the work related to the later rear addition); Guideline 6: Safety Codes and Handicap Access (Chapter 5 page 69); Guideline 13: General Painting Approaches (Chapter 5 Page 74); Guideline 14: Determining a Color Scheme (Chapter 5 Page 75); Guideline 55: Utility Equipment (Chapter 5 Page 108); Guideline 60: Ground-Mounted Equipment (Chapter 5 Page 112)

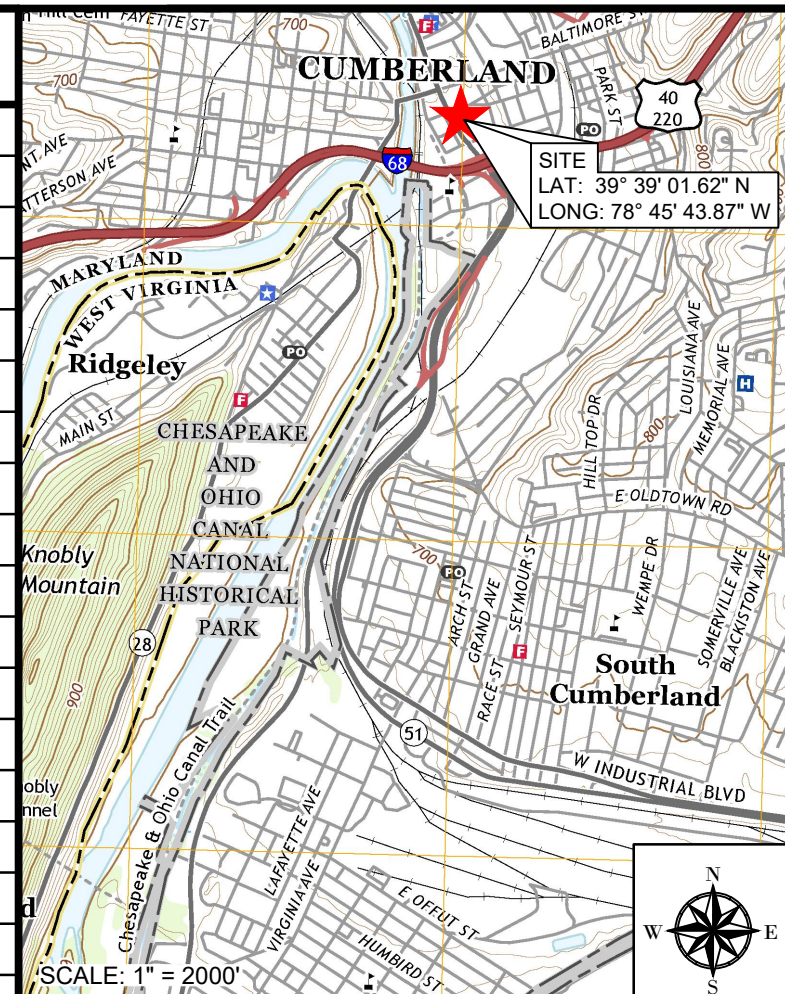
As a side note, the rear addition was extensively altered in 1997 and included in COA#204.

RESTORATION AND CONVERSION PHASE III ALLEGANY MUSEUM 3 PERSHING STREET CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND



INDEX OF DRAWINGS

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L-101	LANDSCAPE PLAN
C-541	STANDARD DETAILS
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E-1	FLOOR PLANS ELECTRIC DEMOLITION
E-2	REAR CANOPY PLAN DEMO & LIGHTING
E-3	BASEMENT FLOOR PLAN ELECTRIC
E-4	PARTIAL FIRST & SECOND FLOOR PLAN ELECTRIC
E-5	THIRD FLOOR PLAN ELECTRIC
E-6	ROOF PLAN ELECTRIC
E-7	ELECTRICAL SPECIFICATIONS
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PROJECT:
RESTORATION AND CONVERSION
PHASE III AT ALLEGANY MUSEUM
3 PERSHING STREET
CITY OF CUMBERLAND
ZONING DISTRICT: LOCAL BUSINESS
ELECTION DISTRICT: 14-000
ALLEGANY COUNTY, MARYLAND

CLIENT:
ALLEGANY MUSEUM
3 PERSHING STREET
CUMBERLAND, MARYLAND 21502



APPROVED FOR CONSTRUCTION

SIGNATURE: _____ DATE: _____

ROBERT SMITH, PE
CITY ENGINEER
CITY OF CUMBERLAND ENGINEERING DIVISION

OWNERS/DEVELOPERS CERTIFICATION

I HEREBY UNDERSTAND AND AGREE TO COMPLY WITH ALL GUIDELINES SET FORTH ON THIS PLAN AND THOSE OUTLINED IN THE CITY OF CUMBERLAND LAND USE ORDINANCE, AND FURTHER UNDERSTAND THAT ANY MISREPRESENTATION OF FACTS PRESENTED ON THIS PLAN SHALL CONSTITUTE SUFFICIENT GROUNDS FOR REVOCATION OF SUBJECT PERMIT. IN THE EVENT THAT STORMWATER MANAGEMENT IS REQUIRED, I AM AWARE THAT AN ASCD APPROVED AS-BUILT WILL BE REQUIRED FOR THE RELEASE OF THE PERFORMANCE AGREEMENT/BOND.

MICHAEL FETCHERO, TREASURER DATE: _____
ALLEGANY MUSEUM
3 PERSHING STREET
CUMBERLAND, MARYLAND 21502
(301) 777-7200

PROFESSIONAL ENGINEER CERTIFICATION

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAW OF THE STATE OF MARYLAND, LICENSE NO. 41424, EXPIRATION DATE JANUARY 8, 2020.

M. S. Brewer 12/31/2019 DATE
MATTHEW S. BREWER PE
P.E. NO. 41424
BENNETT, BREWER, AND ASSOCIATES
23 EAST MAIN STREET, SUITE 200
FROSTBURG, MARYLAND 21532
(301) 687-0494
EXPIRATION DATE JANUARY 8, 2020

bba
Surveyors | Engineers | Planners
Bennett Brewer & Associates, LLC
23 East Main Street, Suite 200 Frostburg, Maryland 21532
Phone (301)-687-0494 Fax (301)-687-0495
www.bbasurevey.com

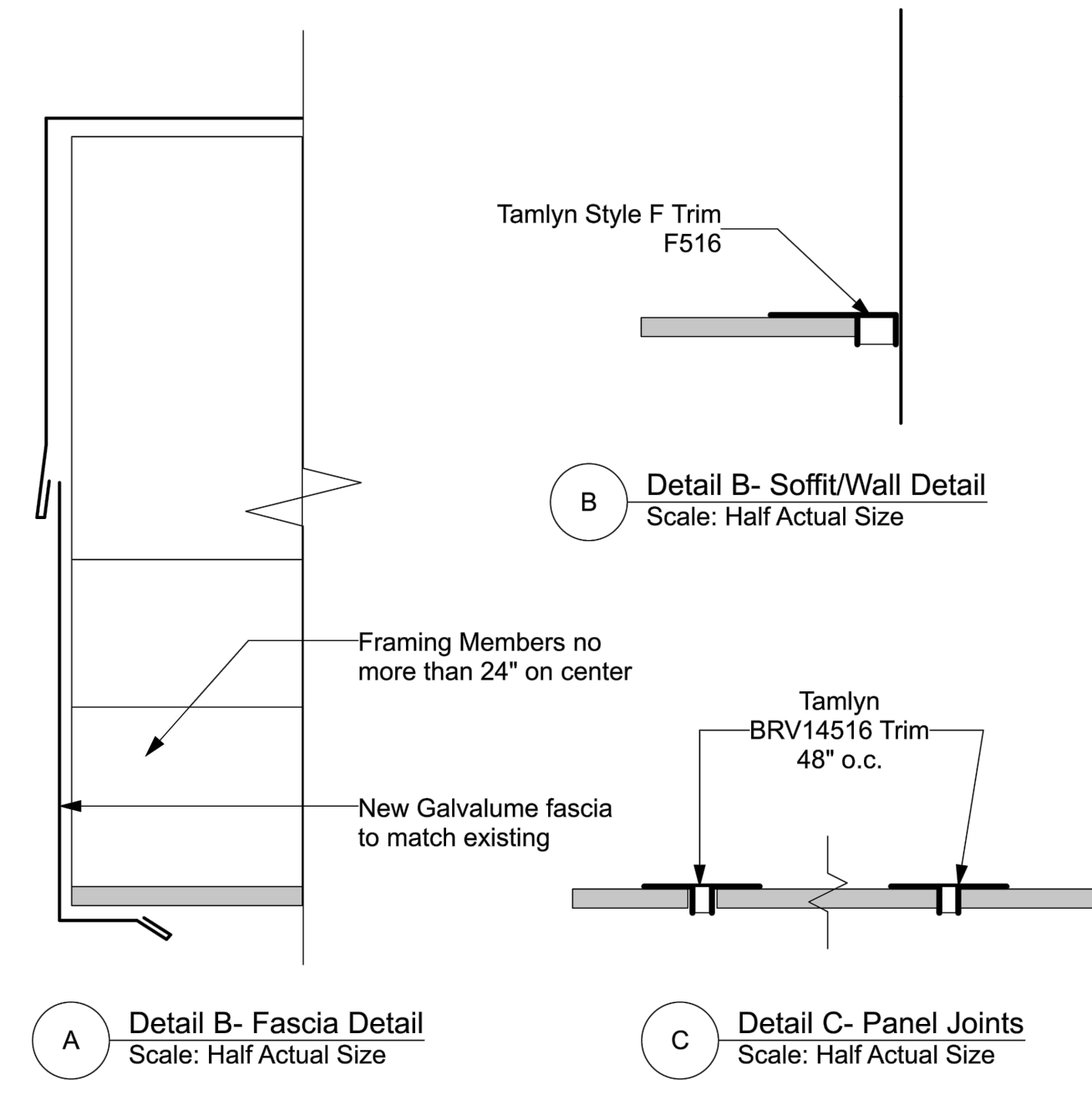
PROFESSIONAL CERTIFICATION
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REVISIONS	
NO.	DESCRIPTION

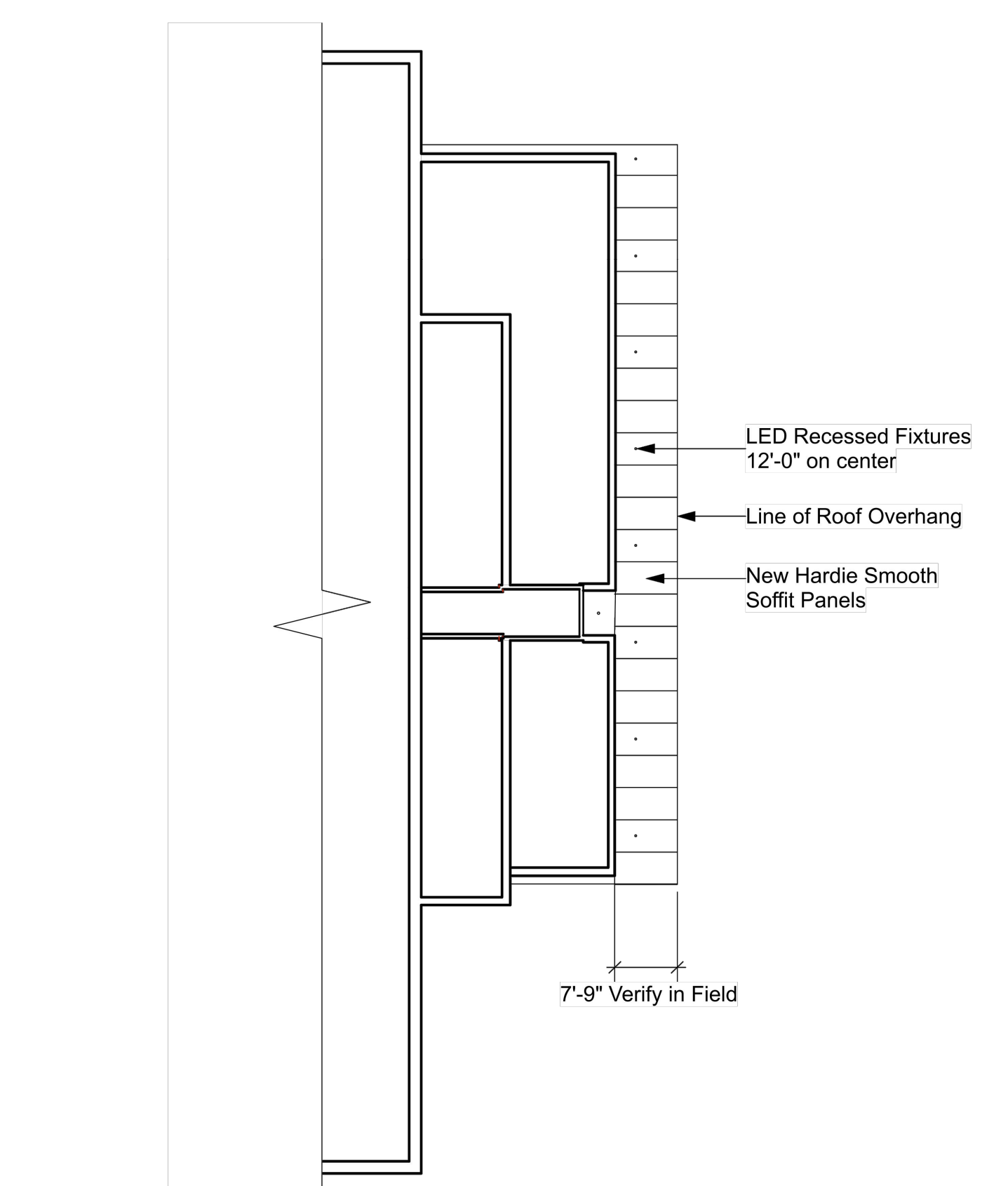
BBA# 2018020
SHEET TITLE:
TITLE SHEET
ISSUED FOR BIDDING: 12/31/2019
SHEET #:
C-001

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 PLOT DATE/TIME: 12/31/2019 1:25pm
 LAST SAVE BY: steven



A-3 Soffit Repair Details
Scale: Project: Allegany Museum Renovation 9/30/19
GROVE & DALL'OLIO ARCHITECTS PLLC 18 West Boscawen Street, Winchster, VA 22601



A-1 Soffit Repair Reflected Ceiling Plan
Scale: 1/16" = 1'-0" Project: Allegany Museum Renovation 9/30/19
GROVE & DALL'OLIO ARCHITECTS PLLC 18 West Boscawen Street, Winchster, VA 22601

Soffit Renovation Notes:
 If the existing structure allows for the installation of the new can lights without the removal of the existing stucco soffit and the stucco coating is found to be soundly attached to the structure, then the existing stucco may remain. If the conduit for the lights cannot be chased and/or the stucco is found to be unsound then remove and replace with non-vented smooth James Hardie Soffit Panels - Primed for Paint.
 Panel sizes 48" x 96" cut to fit subframing so that rows of fasteners are spaced no more than 24" on center. Position fasteners 3/8" from panel edges and no closer than 2" away from corners.

For conventional 20-16 ga steel frame construction a minimum No. 8-18 x 0.323" HD x 1" long ribbed stainless steel bugle screws spaced 6" o.c. at panel edges and intermediate framing members spaced up to 24" on center. If subframing is not metal, contact architect for revised fastener selection.

PNEUMATIC FASTENING
 Fasten with a pneumatic tool. Set air pressure so that the fastener is driven snug with the surface of the soffit.

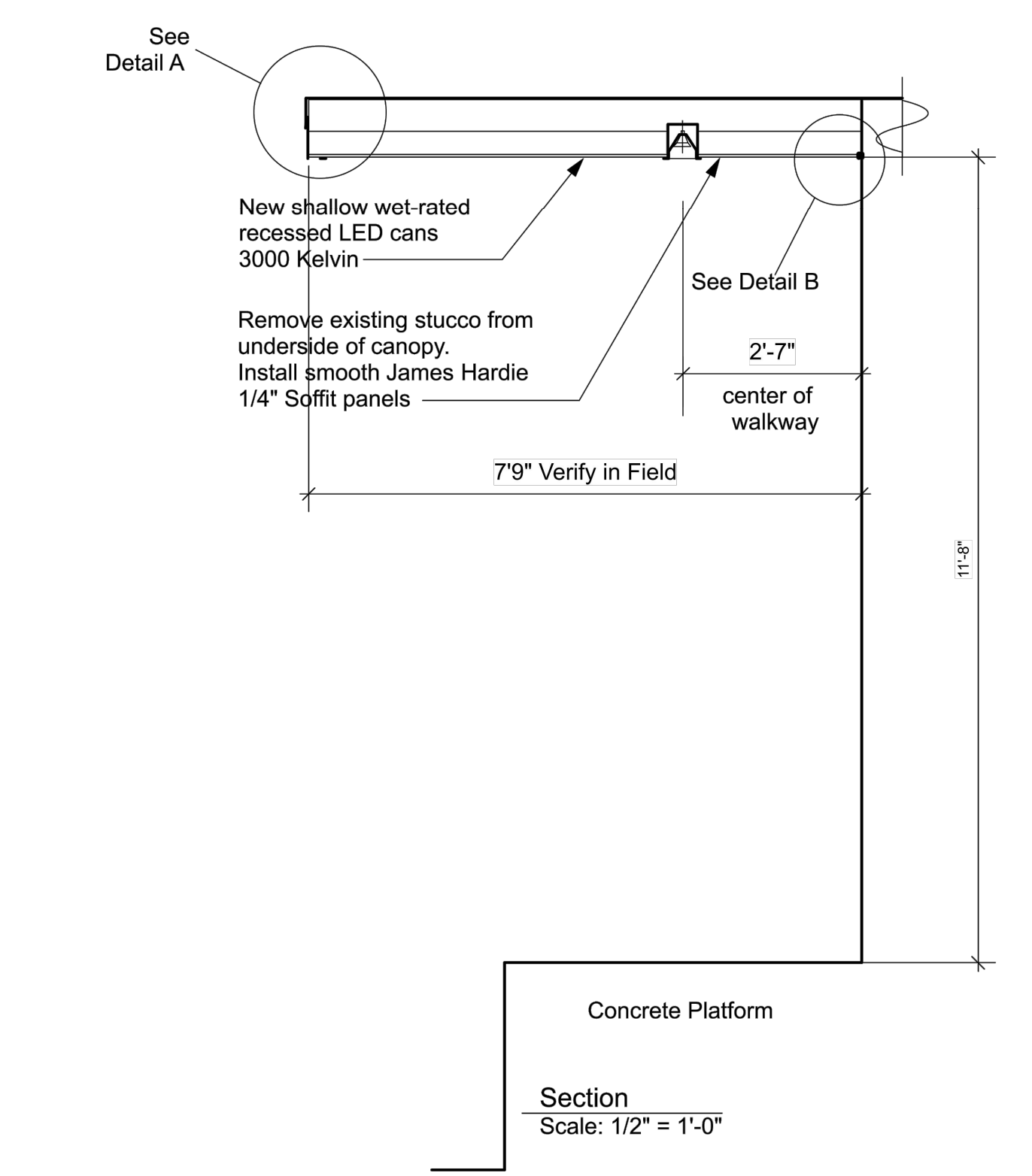
Prime all field cut edges.

SEALANT:
 Elastomeric Joint Sealant complying with ASTM C920 Grade NS, Class 25 or higher or a Latex Joint Sealant complying with ASTM C834.

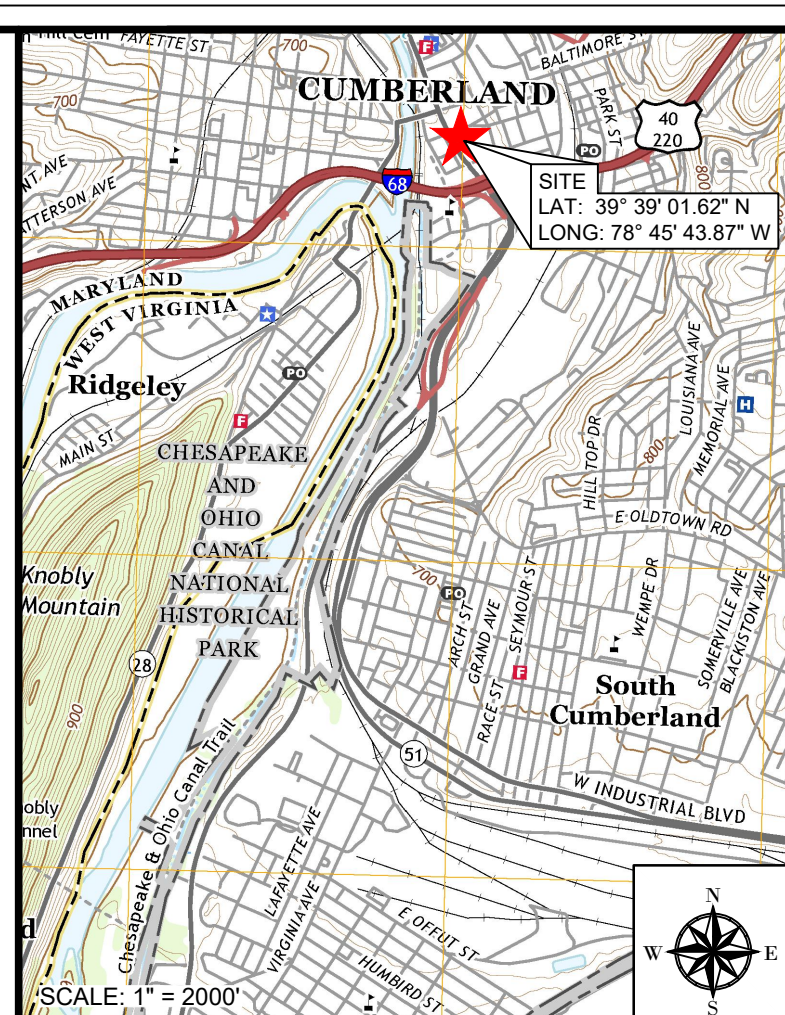
FINISH:
 DO NOT use stain, oil/alkyd base paint.
 Factory-primed James Hardie products must be painted within 180 days of installation.
 Use 100% acrylic topcoat in a flat finish. Do not paint when wet. For application rates refer to paint manufacturers specifications. Back-roll if the soffit is sprayed.

DANGER: May cause cancer if dust from product is inhaled. Causes damage to lungs and respiratory system through prolonged or repeated inhalation of dust from product. Refer to the current product Safety Data Sheet before use. The hazard associated with fiber cement arises from crystalline silica present in the dust generated by activities such as cutting, machining, drilling, routing, sawing, crushing, or otherwise abrading fiber cement, and when cleaning up, disposing of or moving the dust. When doing any of these activities in a manner that generates dust you must (1) comply with the OSHA standard for silica dust and/or other applicable law, (2) follow James Hardie cutting instructions to reduce or limit the release of dust; (3) warn others in the area to avoid breathing the dust; (4) when using mechanical saw or high speed cutting tools, work outdoors and use dust collection equipment; and (5) if no other dust controls are available, wear a dust mask or respirator that meets NIOSH requirements (e.g. N-95 dust mask). During clean-up, use a well maintained vacuum and filter appropriate for capturing fine (respirable) dust or use wet clean-up methods - never dry sweep.

A-4 Soffit Repair Notes
Scale: Project: Allegany Museum Renovation 9/30/19
GROVE & DALL'OLIO ARCHITECTS PLLC 18 West Boscawen Street, Winchster, VA 22601



A-2 Soffit Repair Section
Scale: As shown Project: Allegany Museum Renovation 9/30/19
GROVE & DALL'OLIO ARCHITECTS PLLC 18 West Boscawen Street, Winchster, VA 22601



PROJECT:
 RESTORATION AND CONVERSION
 PHASE III AT ALLEGANY MUSEUM
 3 PERSHING STREET
 CITY OF CUMBERLAND
 ZONING DISTRICT: LOCAL BUSINESS
 ELECTION DISTRICT: 14-000
 ALLEGANY COUNTY, MARYLAND

CLIENT:
 ALLEGANY MUSEUM
 3 PERSHING STREET
 CUMBERLAND, MARYLAND 21502



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 Bennett Brewer & Associates, LLC
 23 East Main Street, Suite 200 Frostburg, Maryland 21532
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M.H./S.B.
 12/31/2019

REVISIONS	
NO.	DESCRIPTION

BBA# 2018020

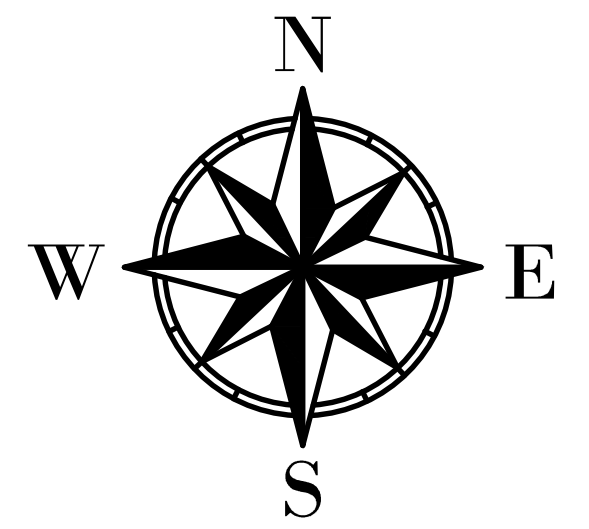
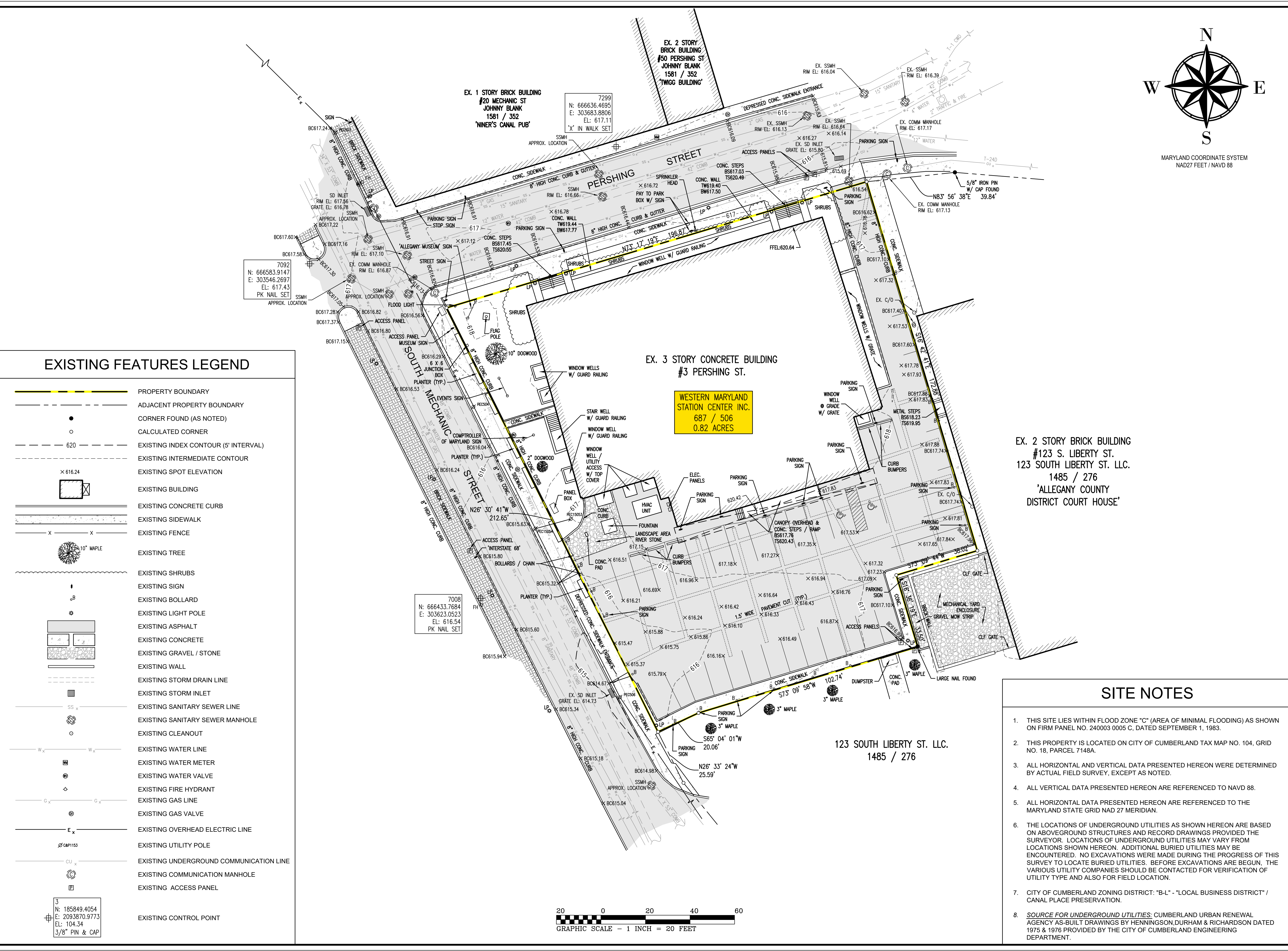
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DETAILS & NOTES

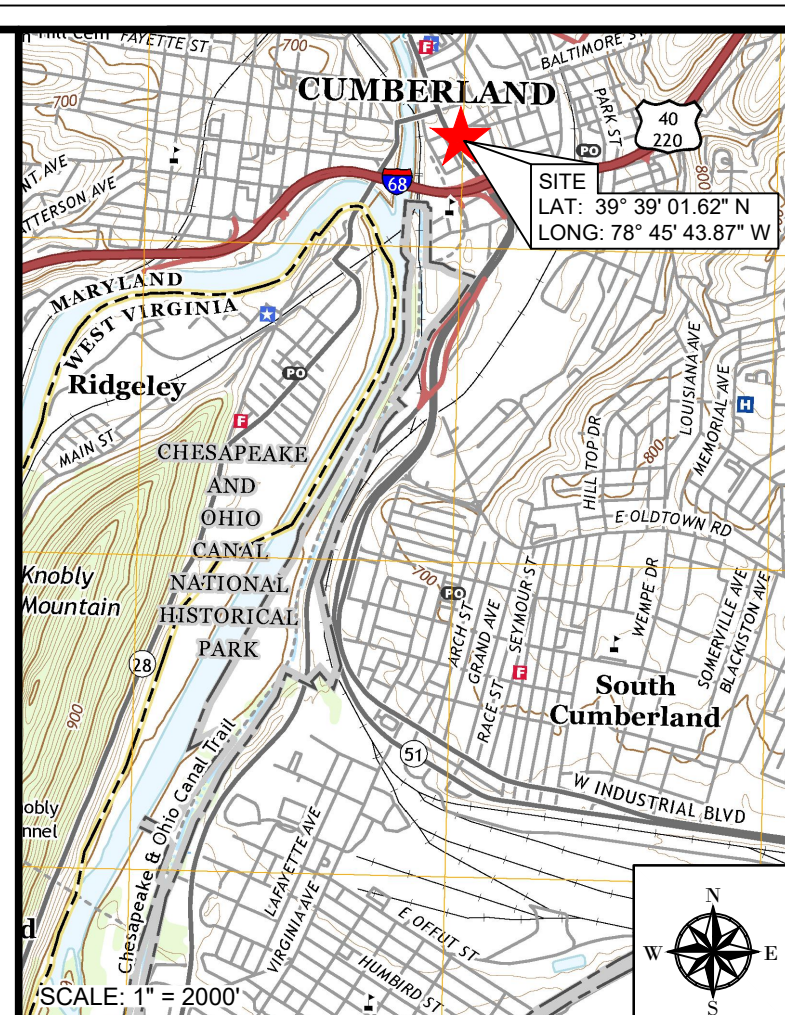
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SHEET #:
 A-001

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MARYLAND COORDINATE SYSTEM
NAD27 FEET / NAVD 88



PROJECT:
RESTORATION AND CONVERSION
PHASE III AT ALLEGANY MUSEUM
3 PERSHING STREET
CITY OF CUMBERLAND
ZONING DISTRICT: LOCAL BUSINESS
ELECTION DISTRICT: 14-000
ALLEGANY COUNTY, MARYLAND

CLIENT:
ALLEGANY MUSEUM
3 PERSHING STREET
CUMBERLAND, MARYLAND 21502



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PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NO. 41424. EXPIRATION DATE: 10/20/2020. MATT@BBASURVEY.COM

SITE NOTES

- THIS SITE LIES WITHIN FLOOD ZONE "C" (AREA OF MINIMAL FLOODING) AS SHOWN ON FIRM PANEL NO. 240003 0005 C, DATED SEPTEMBER 1, 1983.
- THIS PROPERTY IS LOCATED ON CITY OF CUMBERLAND TAX MAP NO. 104, GRID NO. 18, PARCEL 7148A.
- ALL HORIZONTAL AND VERTICAL DATA PRESENTED HEREON WERE DETERMINED BY ACTUAL FIELD SURVEY, EXCEPT AS NOTED.
- ALL VERTICAL DATA PRESENTED HEREON ARE REFERENCED TO NAVD 88.
- ALL HORIZONTAL DATA PRESENTED HEREON ARE REFERENCED TO THE MARYLAND STATE GRID NAD 27 MERIDIAN.
- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVEGROUND STRUCTURES AND RECORD DRAWINGS PROVIDED THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES. BEFORE EXCAVATIONS ARE BEGUN, THE VARIOUS UTILITY COMPANIES SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND ALSO FOR FIELD LOCATION.
- CITY OF CUMBERLAND ZONING DISTRICT: "B-L" - "LOCAL BUSINESS DISTRICT" / CANAL PLACE PRESERVATION.
- SOURCE FOR UNDERGROUND UTILITIES:** CUMBERLAND URBAN RENEWAL AGENCY AS-BUILT DRAWINGS BY HENNINGSON, DURHAM & RICHARDSON DATED 1975 & 1976 PROVIDED BY THE CITY OF CUMBERLAND ENGINEERING DEPARTMENT.

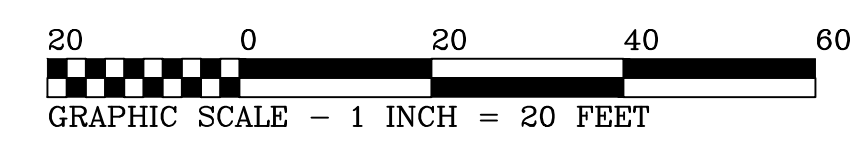
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NO.	DESCRIPTION

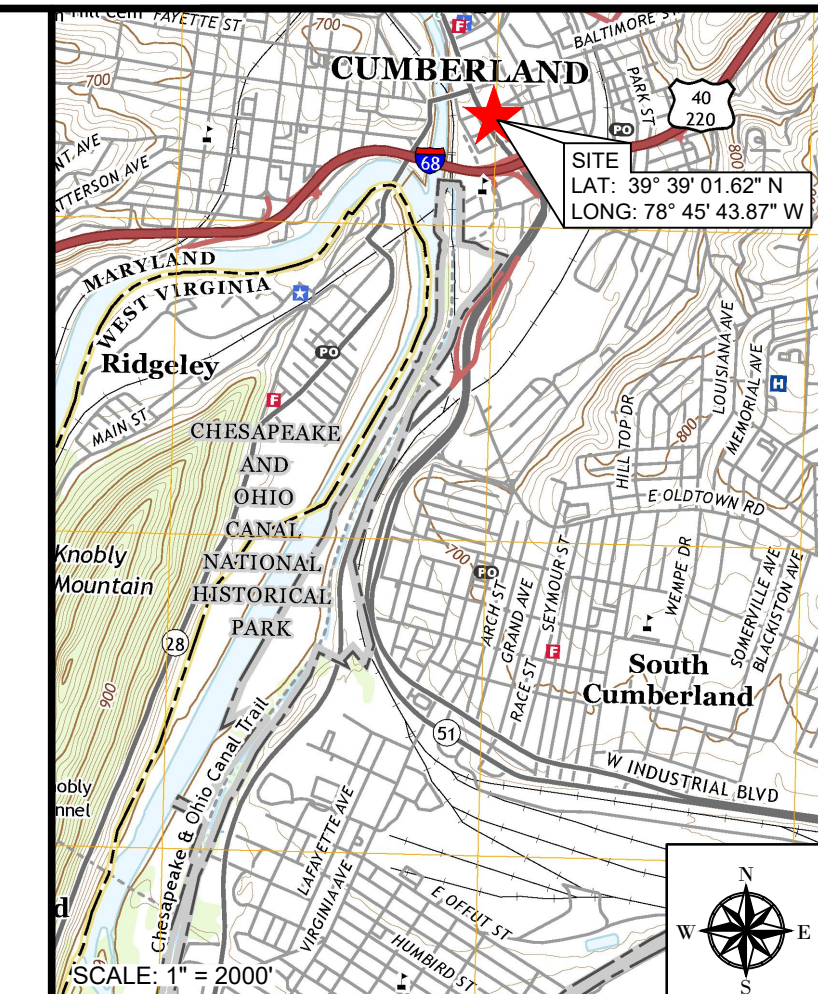
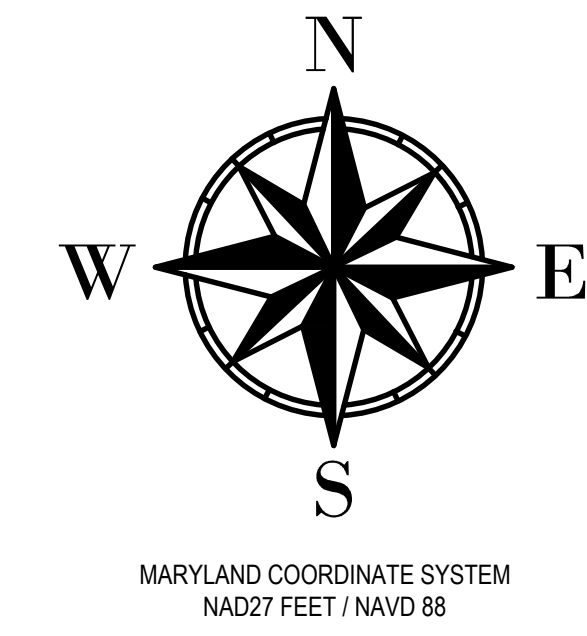
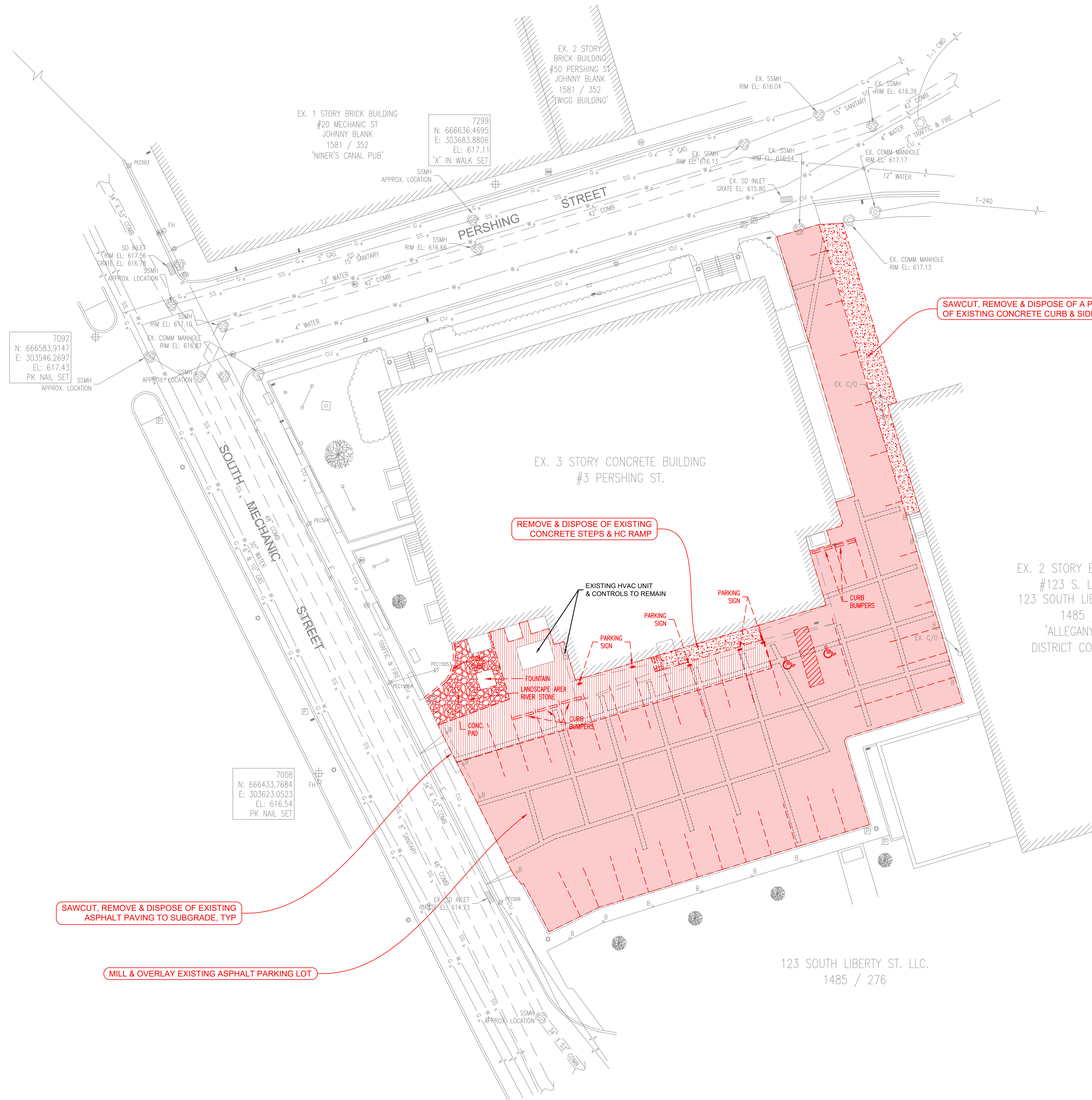
BBA# 2018020

EXISTING SITE PLAN
ISSUED FOR BIDDING: 12/31/2019
SHEET #:
C-121

EXISTING FEATURES LEGEND

- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- CORNER FOUND (AS NOTED)
- CALCULATED CORNER
- EXISTING INDEX CONTOUR (5' INTERVAL)
- EXISTING INTERMEDIATE CONTOUR
- EXISTING SPOT ELEVATION
- EXISTING BUILDING
- EXISTING CONCRETE CURB
- EXISTING SIDEWALK
- EXISTING FENCE
- EXISTING TREE
- EXISTING SHRUBS
- EXISTING SIGN
- EXISTING BOLLARD
- EXISTING LIGHT POLE
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING GRAVEL / STONE
- EXISTING WALL
- EXISTING STORM DRAIN LINE
- EXISTING STORM INLET
- EXISTING SANITARY SEWER LINE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING CLEANOUT
- EXISTING WATER LINE
- EXISTING WATER METER
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING GAS LINE
- EXISTING GAS VALVE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING UTILITY POLE
- EXISTING UNDERGROUND COMMUNICATION LINE
- EXISTING COMMUNICATION MANHOLE
- EXISTING ACCESS PANEL
- EXISTING CONTROL POINT





- ### DEMOLITION NOTES
1. ALL ITEMS SHOWN IN "RED" ARE DEMOLITION ITEMS OR AS NOTED.
 2. COORDINATE UTILITY RELOCATION AND DEMOLITION SUCH THAT SERVICE IS NOT INTERRUPTED.
 3. ALL GRUBBED AREAS SHALL BE RESTORED TO ORIGINAL GRADE AND STABILIZED WITH SEED AND MULCH.

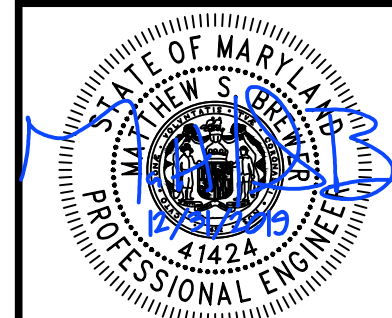
PROJECT:
**RESTORATION AND CONVERSION
 PHASE III AT ALLEGANY MUSEUM**
 3 PERSHING STREET
 CITY OF CUMBERLAND
 ZONING DISTRICT: LOCAL BUSINESS
 ELECTION DISTRICT: 14-000
 ALLEGANY COUNTY, MARYLAND

CLIENT:
ALLEGANY MUSEUM
 3 PERSHING STREET
 CUMBERLAND, MARYLAND 21502



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Bennett Brewer & Associates, LLC
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NO.		BY	DATE	DESCRIPTION

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CHECKED:	MSB	SCALE:	1" = 20'
APPROVED:	MSB	COORD FILE:	18020.CRD

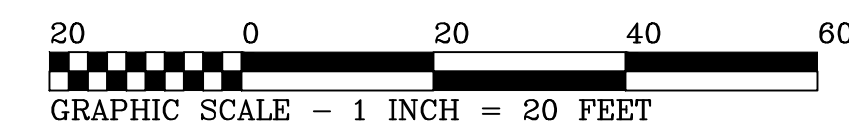
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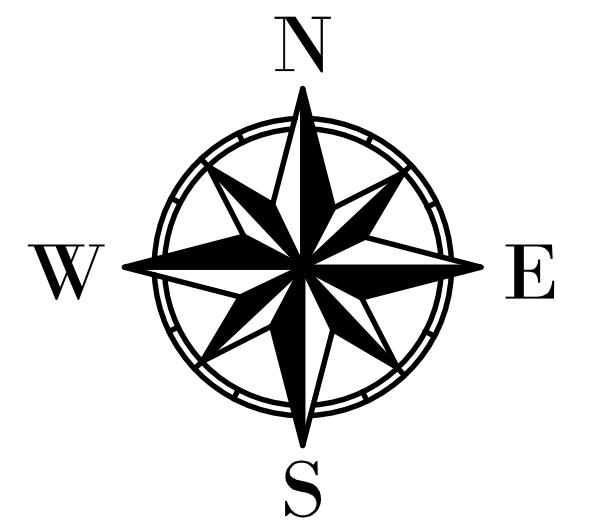
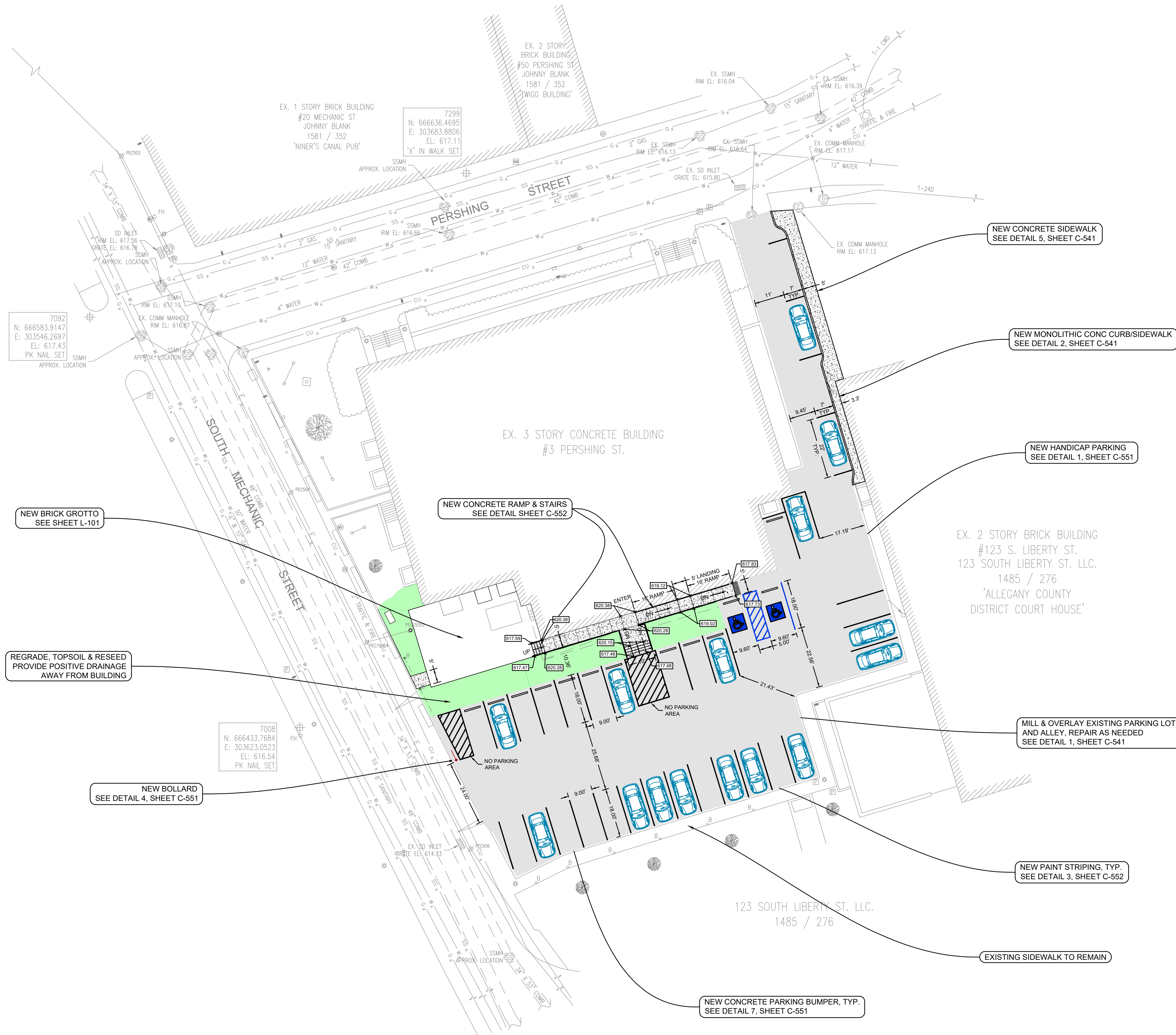
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ISSUED FOR BIDDING: 12/31/2019

SHEET #:
C-122

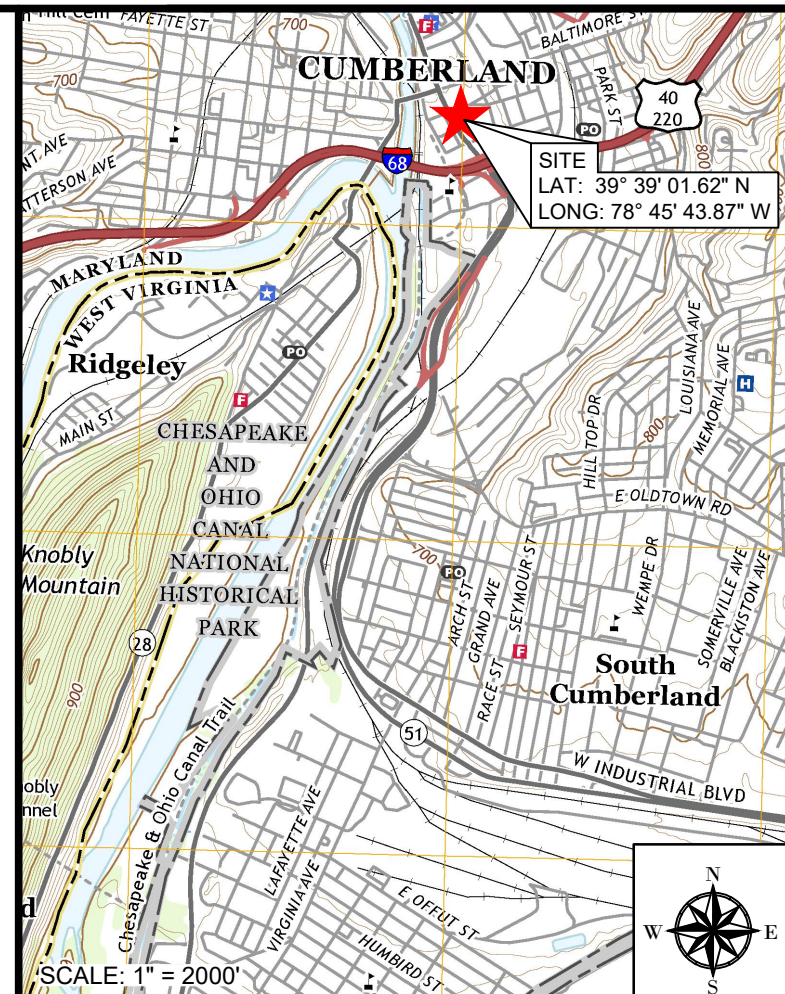


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 LAST SAVE BY: steven



MARYLAND COORDINATE SYSTEM
NAD27 FEET / NAVD 88

PARKING SUMMARY
EXISTING PARKING SPACES = 40
PROPOSED PARKING SPACES = 34



PROJECT:
RESTORATION AND CONVERSION
PHASE III AT ALLEGANY MUSEUM
3 PERSHING STREET
CITY OF CUMBERLAND
ZONING DISTRICT: LOCAL BUSINESS
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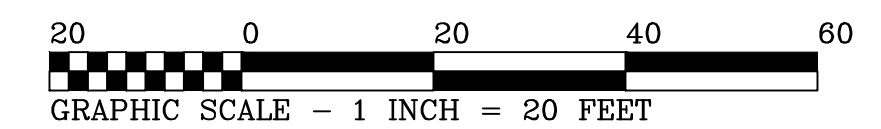
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NO.	DESCRIPTION

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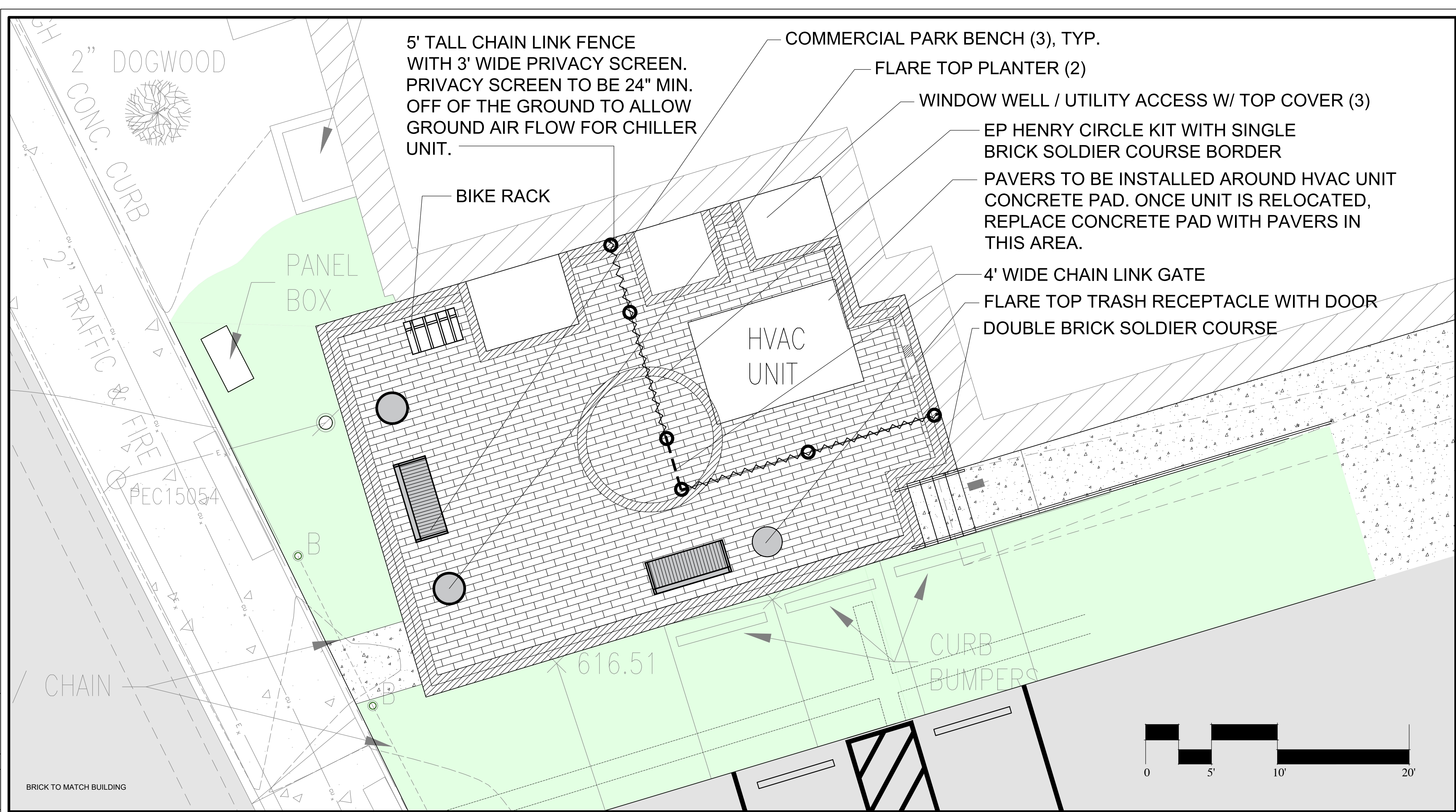
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SITE PLAN

ISSUED FOR BIDDING: 12/31/2019

SHEET #:
C-211



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- NOTES:
1. THE CONTRACTOR SHALL EXAMINE ALL FIELD CONDITIONS FOR EXACT LOCATIONS OF UTILITIES, EXISTING LIGHTING FEATURES, AND DRAINAGE SYSTEMS PRIOR TO CONSTRUCTION/ EXCAVATION. CONTRACTOR SHALL NOTIFY PROJECT MANAGER OF ANY CONFLICTS FOUND BETWEEN INTENDED PROJECT LOCATION(S) AND UTILITIES / UTILITY LINES.
 2. PATIO IS DESIGNED FOR PEDESTRIAN USE ONLY
 3. DESIGN, MATERIAL AND CONSTRUCTION GUIDELINES TO FOLLOW ICPI GUIDE SPECIFICATIONS.
 4. THICKER BASE AND / OR DRAIN PIPES, OR UNDERGROUND DRAINAGE MAY BE REQUIRED IF PATIO RECEIVES RUNOFF FROM ADJACENT IMPERVIOUS SURFACES AND / OR ROOFS.
 5. THE CONTRACTOR WILL NOTIFY THE OWNER / PROJECT MANAGER OF ALL SOIL OR DRAINAGE CONDITIONS WHICH THE CONTRACTOR CONSIDERS DETRIMENTAL OR COMPROMISING TO THE PATIO BASE.

SITE FURNISHINGS



Belson Outdoors, LLC
627 Amersale Drive
Naperville, IL 60563

Commercial Park Bench with Curved Back
Model CBPB-6CB-BK
Dimensions: 74"L x 24.25"W x 35"H



Belson Outdoors, LLC
627 Amersale Drive
Naperville, IL 60563

Grid 4 Bike Rack - Steel, Single Sided
Model CBBR-4SG-SV
Black
Dimensions: 47-7/8" L x 30-7/8" W x 30-3/4" H



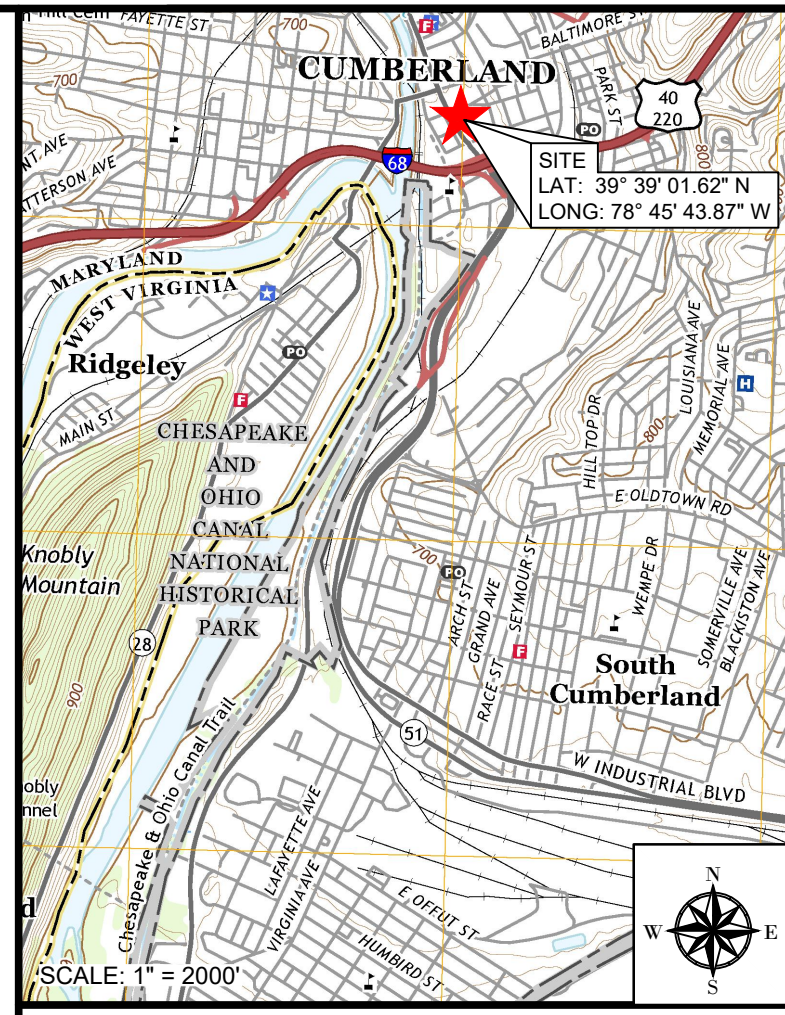
Belson Outdoors, LLC
627 Amersale Drive
Naperville, IL 60563

Flare Top Planter | Premier Style
Model PFTP
Dimensions: 27-1/2"H x 30-3/4" Top Dia. x 25-1/2" Base Dia.



Belson Outdoors, LLC
627 Amersale Drive
Naperville, IL 60563

Commercial Steel Flare Top Trash Receptacle with Door with Rain Bonnet
Model CBTR-FTDRB-BK
Black
Dimensions: 28" Dia. x 46-1/2" H



PROJECT:
RESTORATION AND CONVERSION PHASE III AT ALLEGANY MUSEUM
3 PERSHING STREET
CITY OF CUMBERLAND
ZONING DISTRICT: LOCAL BUSINESS
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CLIENT:
ALLEGANY MUSEUM
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CUMBERLAND, MARYLAND 21502

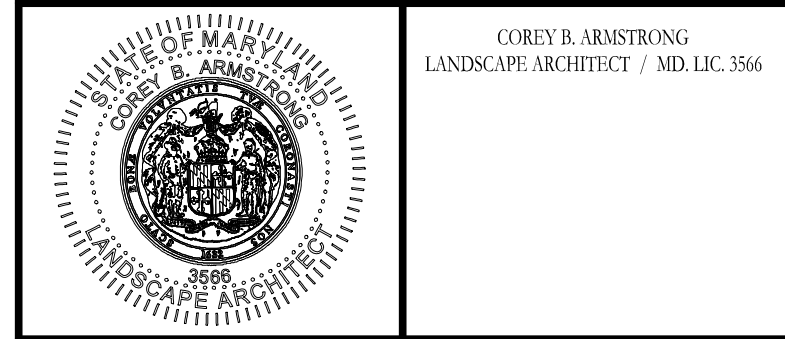


LANDSCAPE ARCHITECTS & DESIGN CONSULTANTS
10 Village Parkway Suite B
Frostburg, MD 21532
ph: 301.689.2030
fax: 301.689.3601
www.acadesigngroup.com



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NO.	DESCRIPTION

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CHECKED: MSB SCALE: AS NOTED
APPROVED: MSB COORD FILE: 18020.CRD

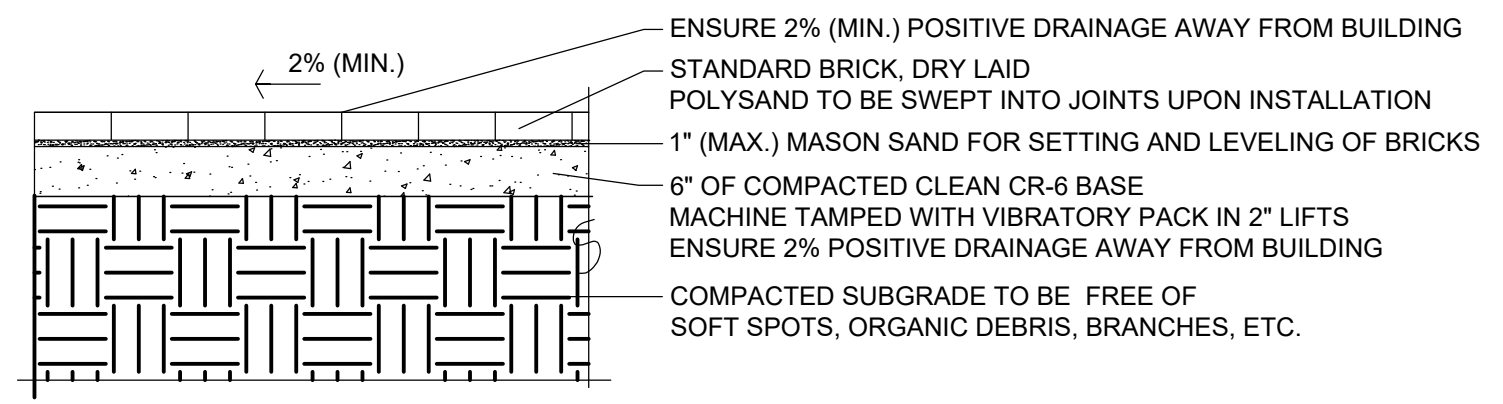
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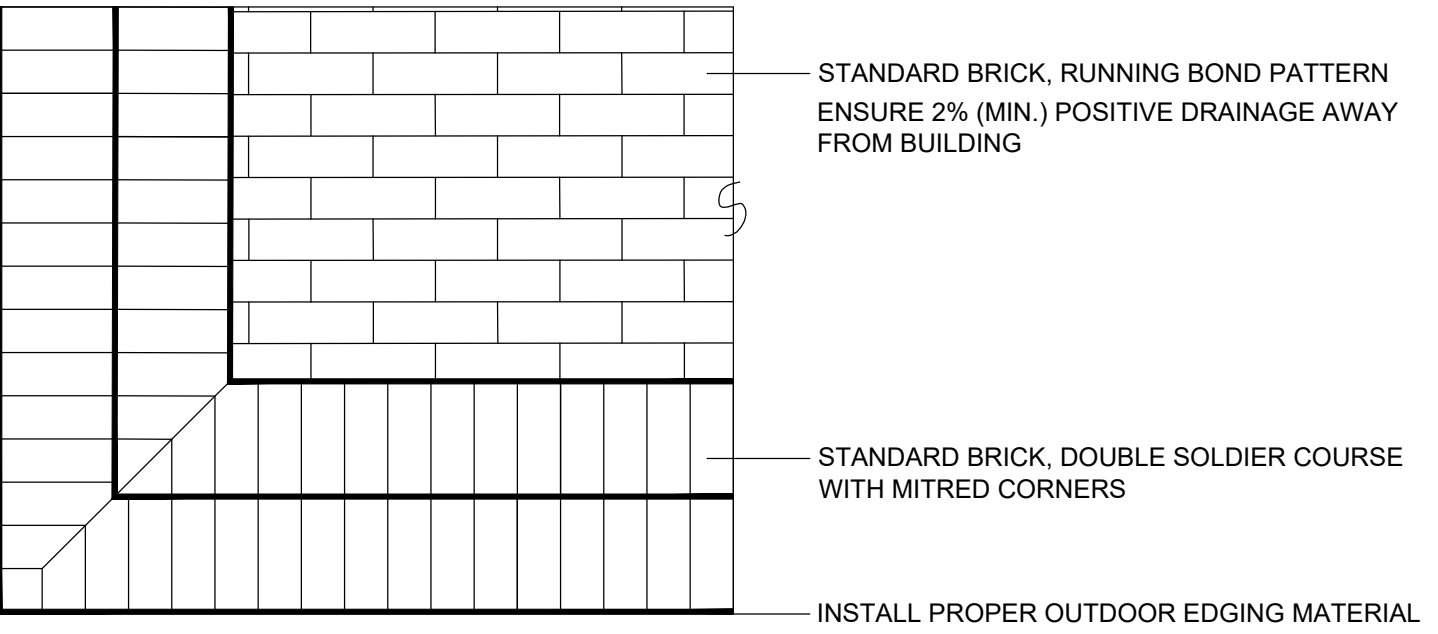
LANDSCAPE PLAN

ISSUED FOR BIDDING: 12/31/2019

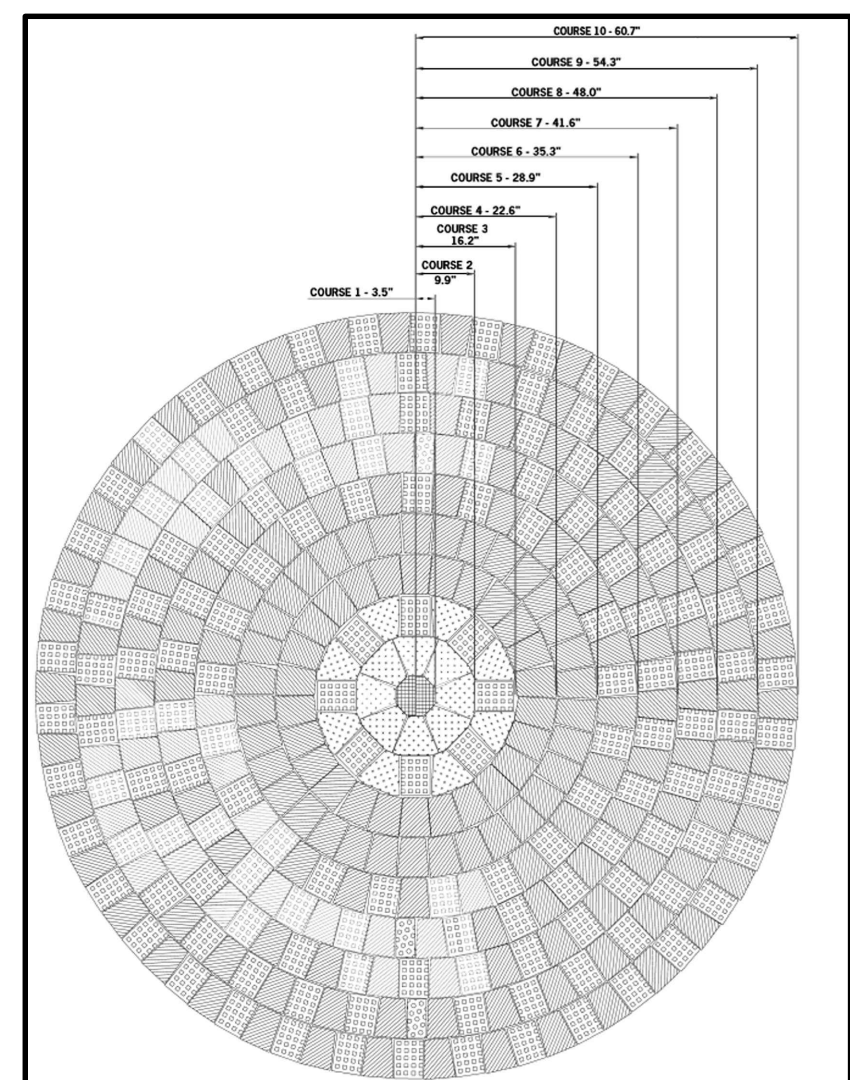
SHEET #: L-101



BRICK PATIO DETAIL
NOT TO SCALE

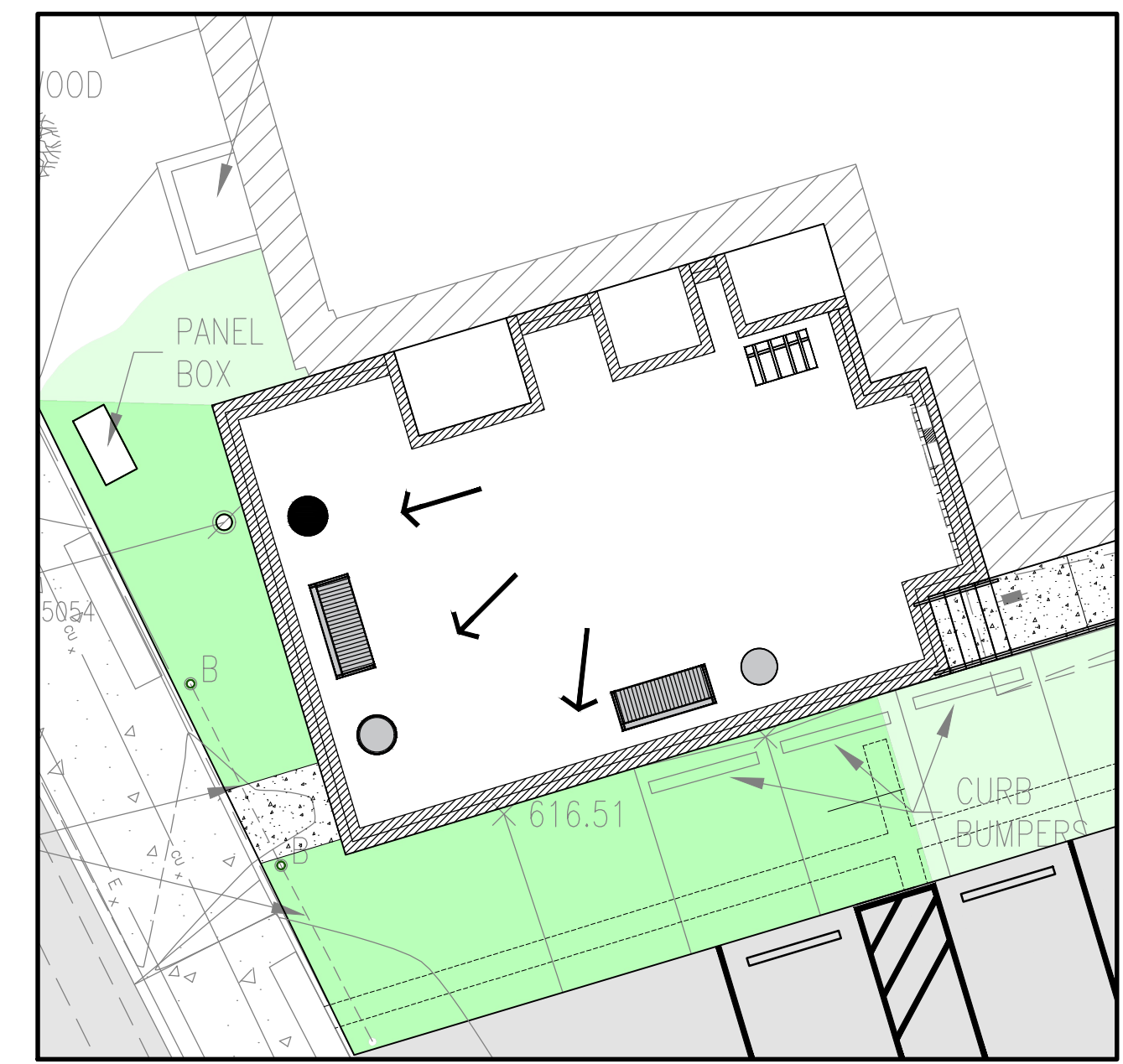


BRICK PATTERN DETAIL
NOT TO SCALE

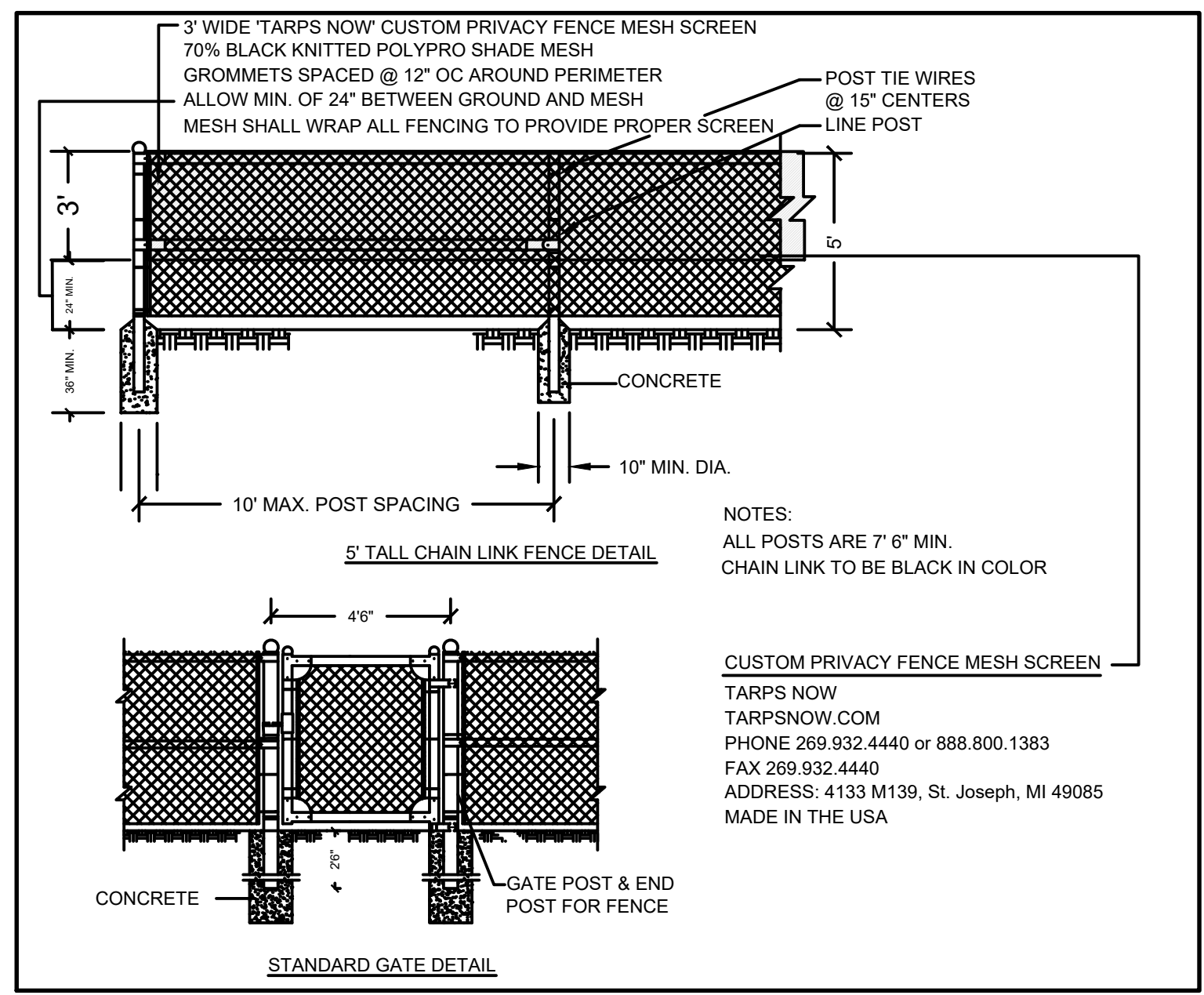


EP Henry Old Towne Cobble Circle Kit
Color: Pewter Blend
10" Dia.
(Brick soldier course border not shown)

CIRCLE KIT DETAIL
NOT TO SCALE

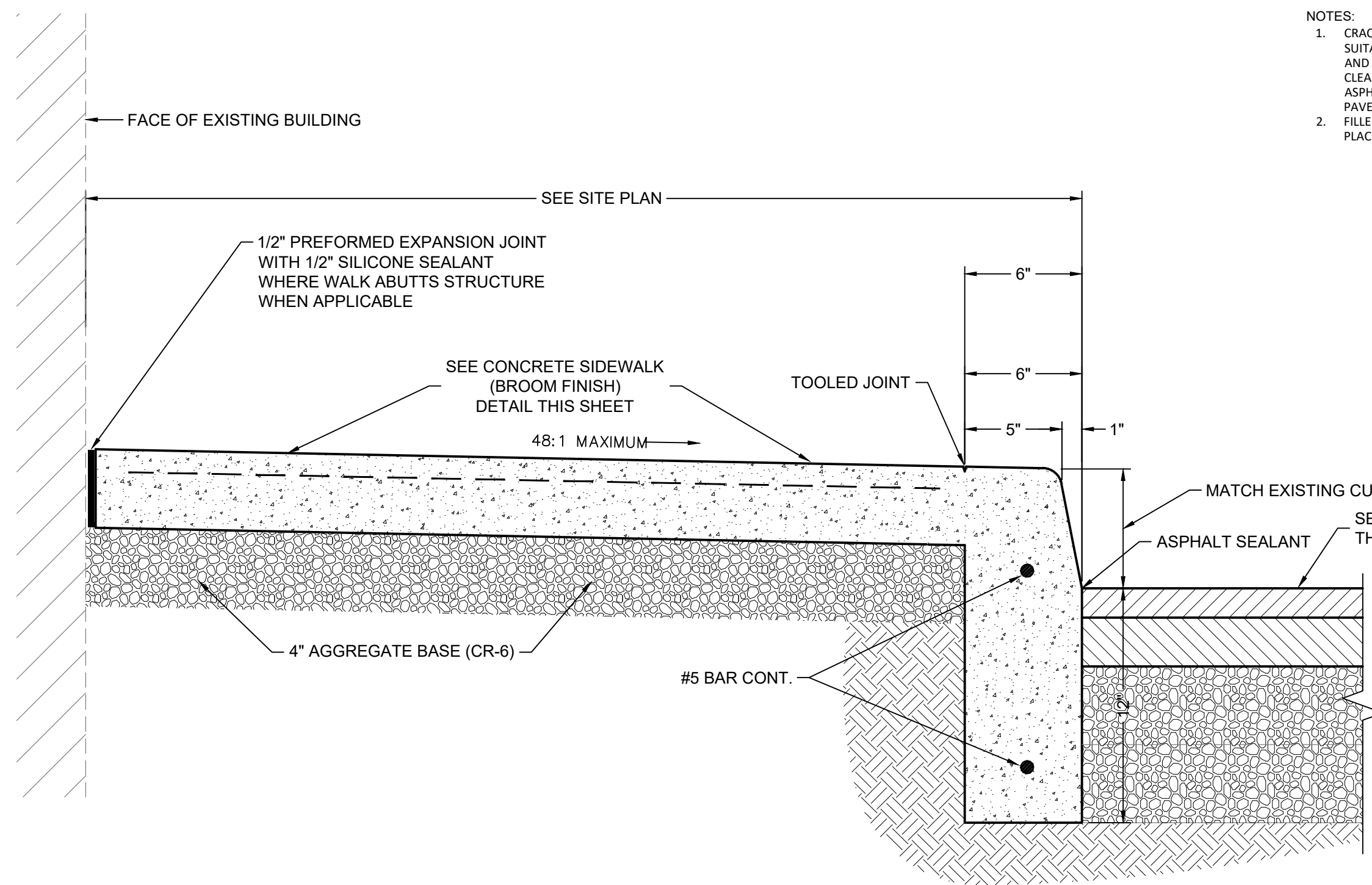


RECOMMENDED DRAINAGE DETAIL



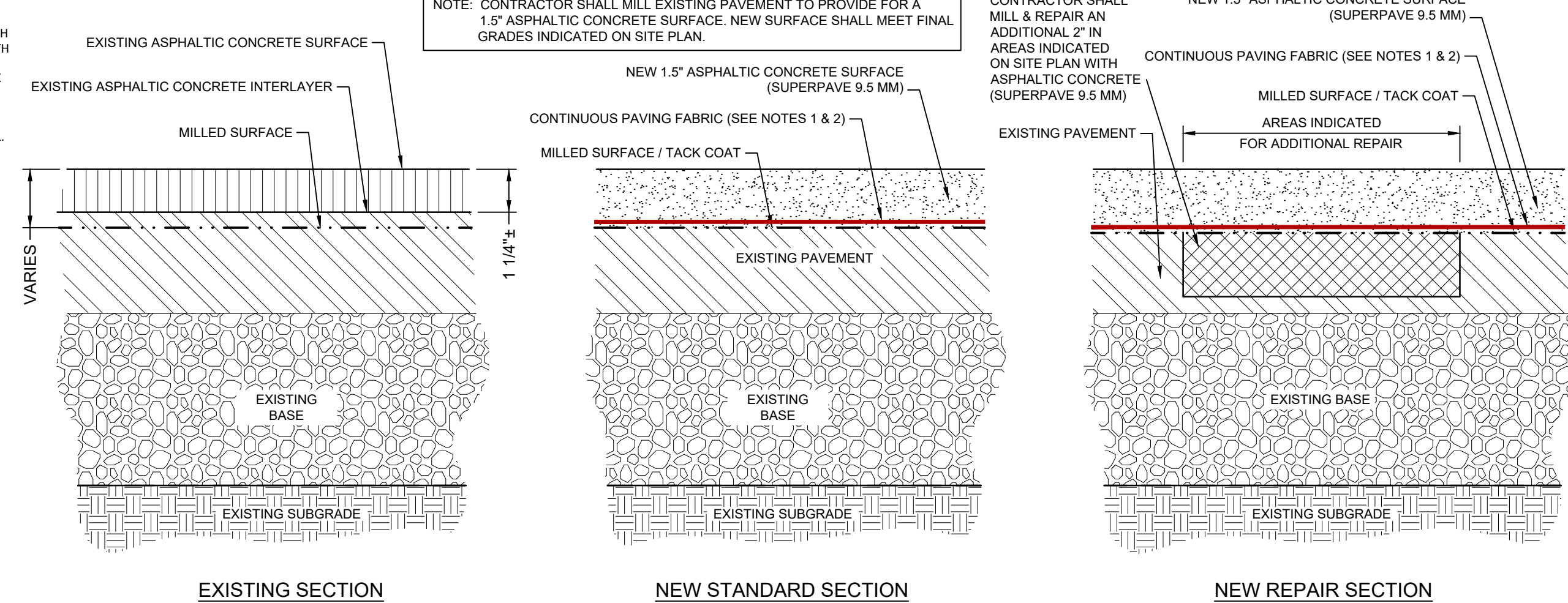
HVAC UNIT FENCE / SCREENING DETAILS

CAD FILE: P:\2018\18020 - Allegany County Museum\Concept Design\2019-08-26\Production\L-101 - CA_Rev.12.14.19.dwg PLOT DATE/TIME: 12/31/2019 - 1:25pm LAST SAVE BY: steven

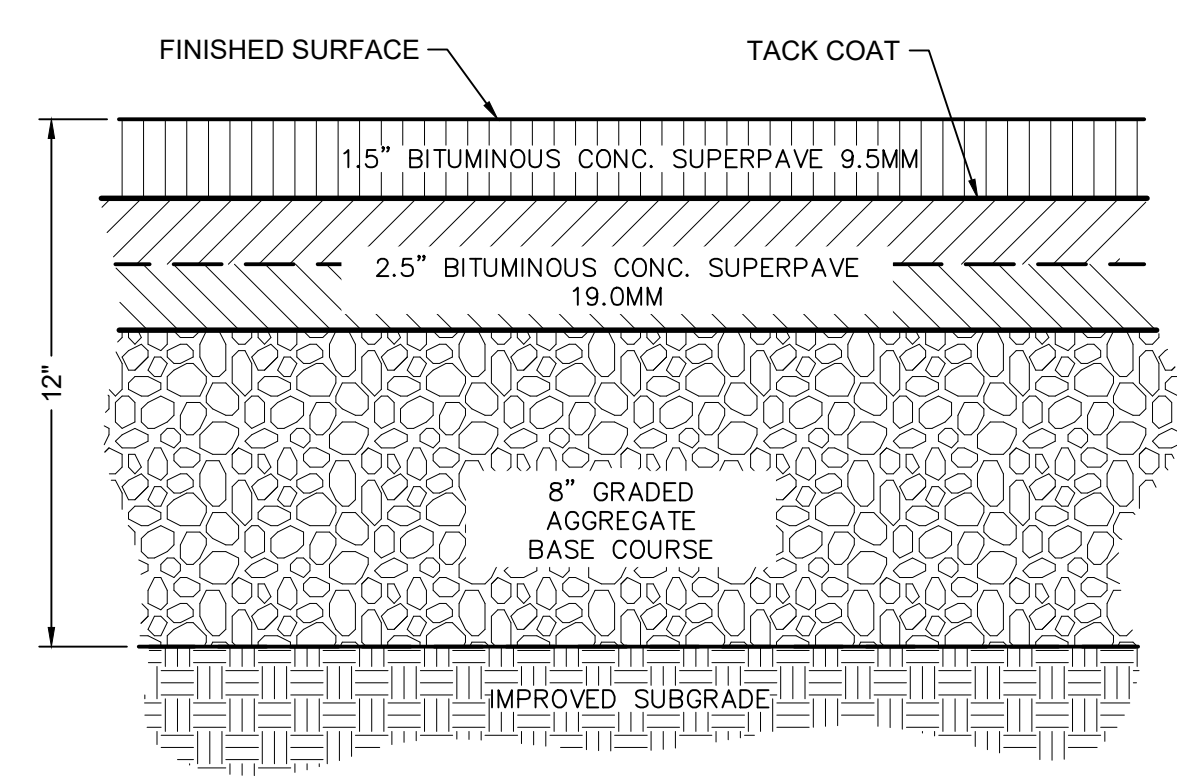


2 MONOLITHIC CURB/SIDEWALK SECTION DETAIL
NOT TO SCALE

NOTES:
1. CRACKS EXCEEDING 1/4 INCH IN WIDTH SHALL BE FILLED WITH SUITABLE CRACK FILLER. CRACKS 3/4 INCH OR MORE IN WIDTH AND ALL SPALLED AREAS ADJACENT TO THE JOINTS SHALL BE CLEANED AND FILLED TO GRADE WITH COMPACTED HOT MIX ASPHALT SUPERPAVE 4.75 MM MIX. POTHOLES AND OTHER PAVEMENT DISTRESSES SHALL BE PROPERLY REPAIRED.
2. FILLERS AND REPAIRS SHALL BE ALLOWED TO CURE PRIOR TO PLACEMENT OF THE CONTINUOUS PAVING FABRIC MATERIAL.

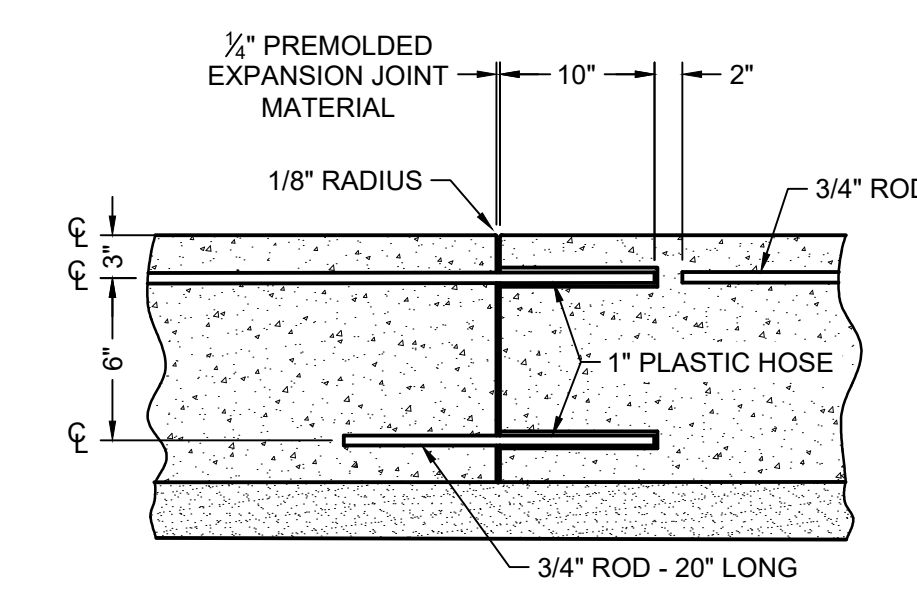


1 MILL / OVERLAY / REPAIR DETAIL
NOT TO SCALE



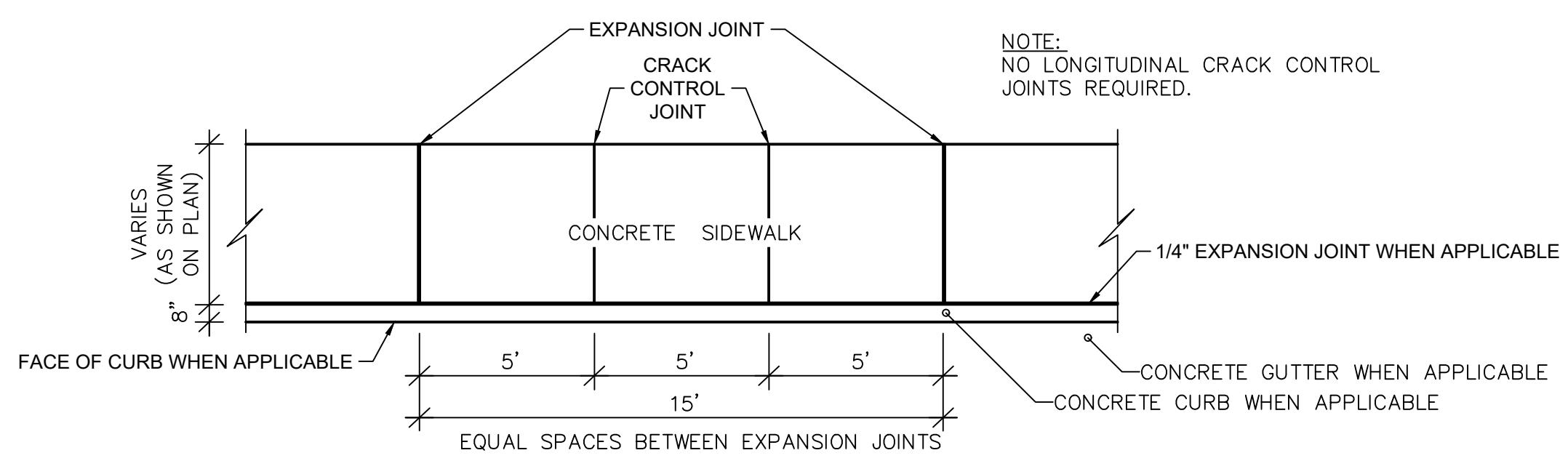
NOTE: ALL AGGREGATE BASE AND SUBGRADE TO BE COMPACTED TO 100% OF THE MAXIMUM DRY DENSITY AS PER AASHTO T-99.

3 GENERAL PAVING DETAIL
NOT TO SCALE



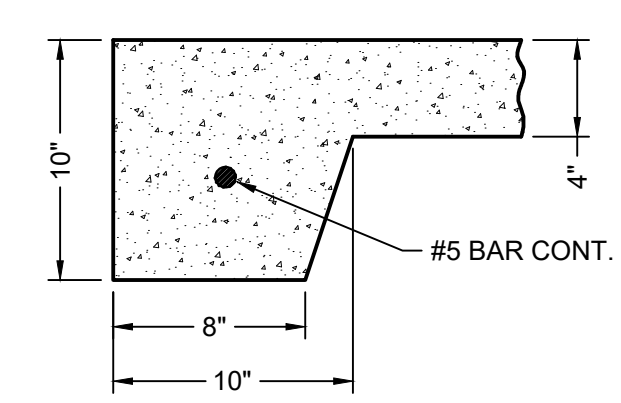
NOTE: PROVIDE EXPANSION JOINT AT MAXIMUM 20', MINIMUM 4', ON CENTER AND AT P.C., P.T. AND AT CENTER POINT OF ALL RADI OVER 5'. ALSO WITHIN 2' OF CHANGE OF DIRECTION WHERE NO RADIUS IS USED.

4 CURB EXPANSION JOINT
NOT TO SCALE

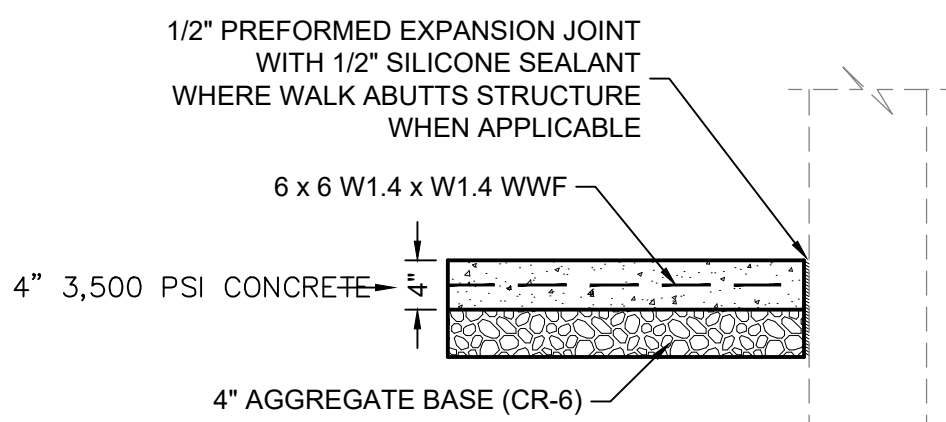


JOINT SPACING

NOTE: TO BE USED AT ALL SIDEWALK TERMINAL ENDS AND AT ALL EDGES OF ISOLATED SIDEWALK AREAS EXCEPT WHERE ADJACENT TO A BUILDING.



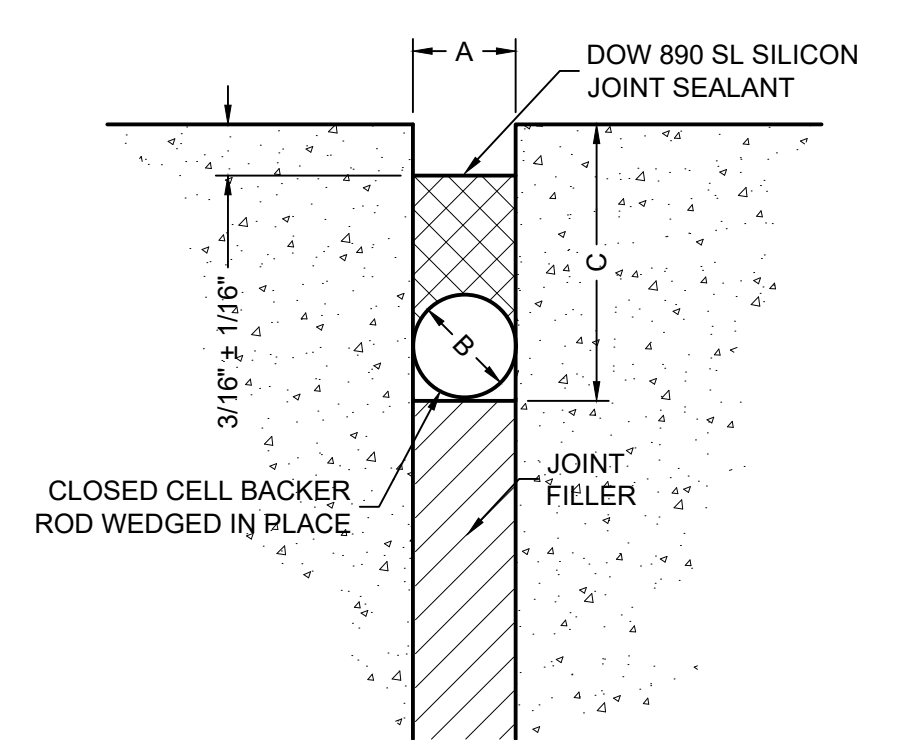
END AND EDGE DETAIL



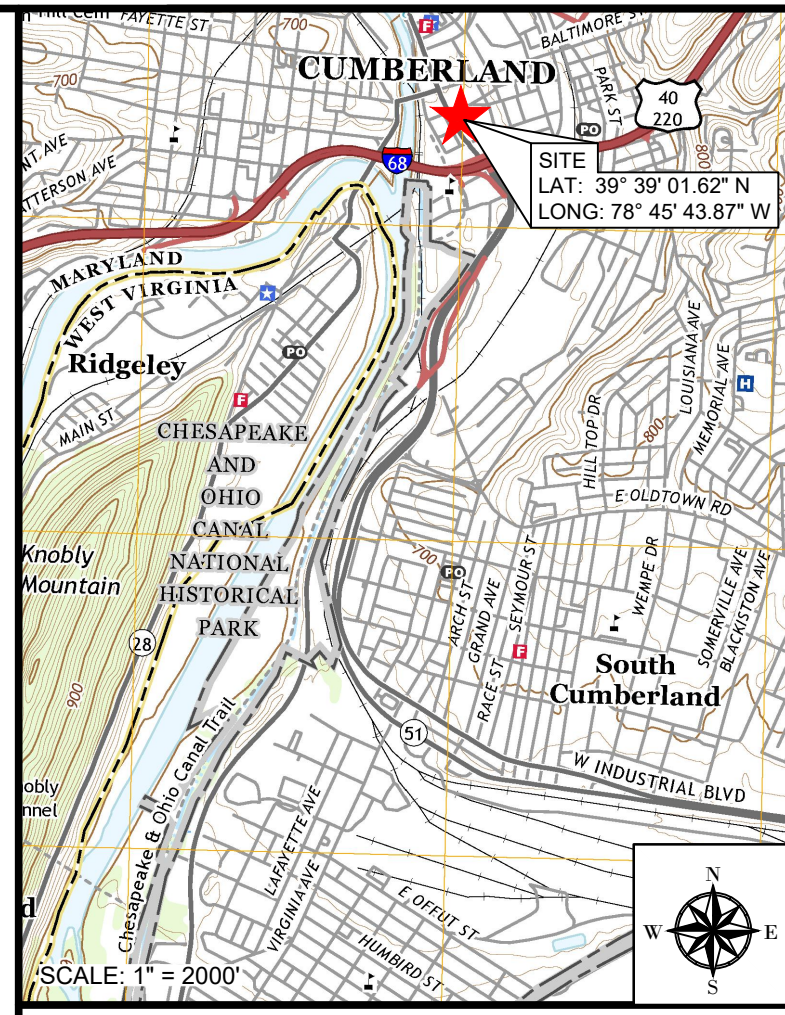
CONCRETE SIDEWALK SECTION

5 TYPICAL SIDEWALK DETAIL
NOT TO SCALE

SIZING CHART		
A	B	C
1/4"	3/8"	7/8"



6 NEW EXPANSION JOINT
NOT TO SCALE



PROJECT:
RESTORATION AND CONVERSION
PHASE III AT ALLEGANY MUSEUM
3 PERSHING STREET
CITY OF CUMBERLAND
ZONING DISTRICT: LOCAL BUSINESS
ELECTION DISTRICT: 14-000
ALLEGANY COUNTY, MARYLAND

CLIENT:
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3 PERSHING STREET
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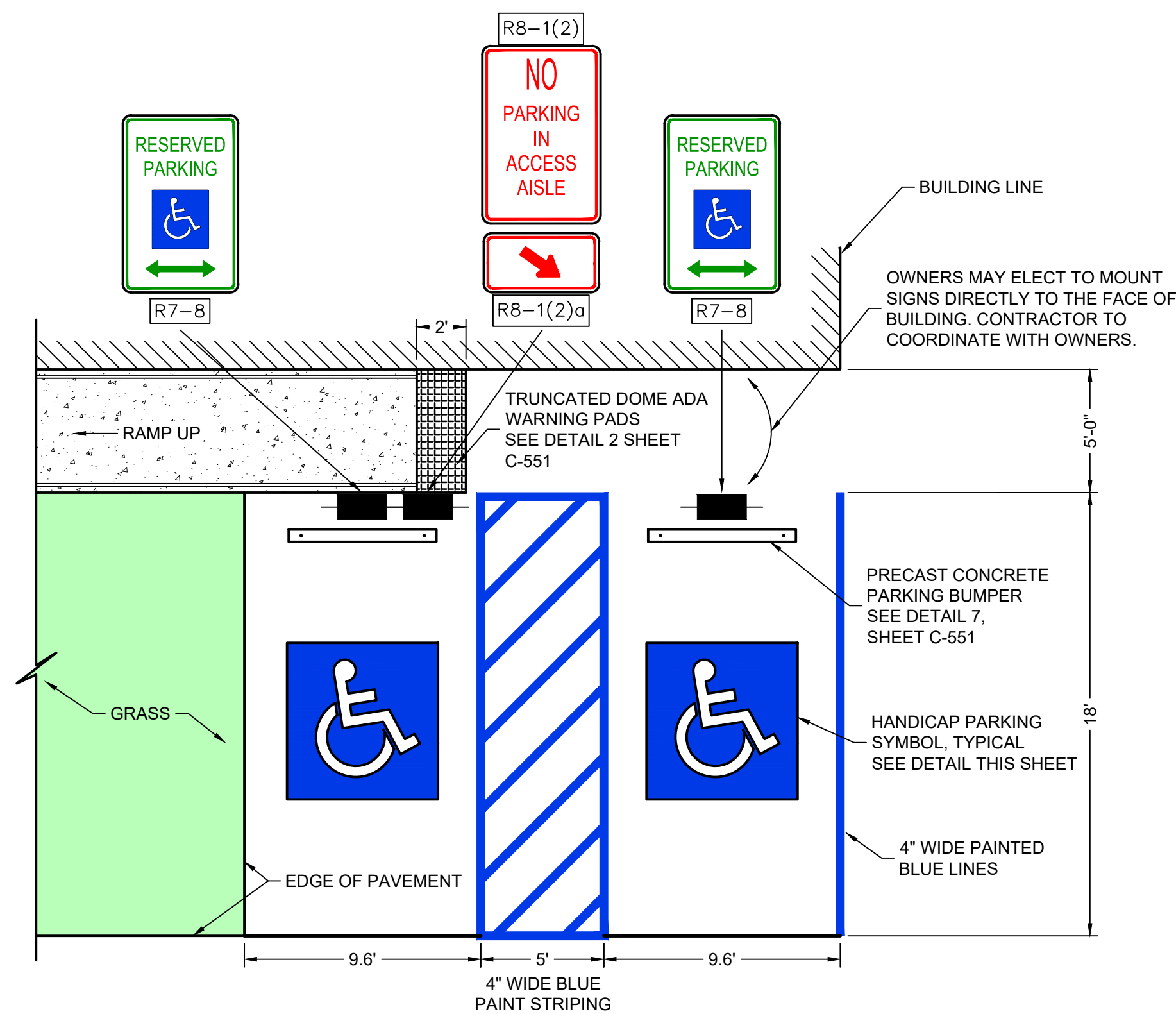
PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NO. 41424. EXPIRATION DATE: 10/8/2020. MAT@BBASURVEY.COM

REVISIONS	
NO.	DESCRIPTION

DRAWN: SWS DATE: 10/17/2018
CHECKED: MSB SCALE: AS NOTED
APPROVED: MSB COORD FILE: 18020.CRD

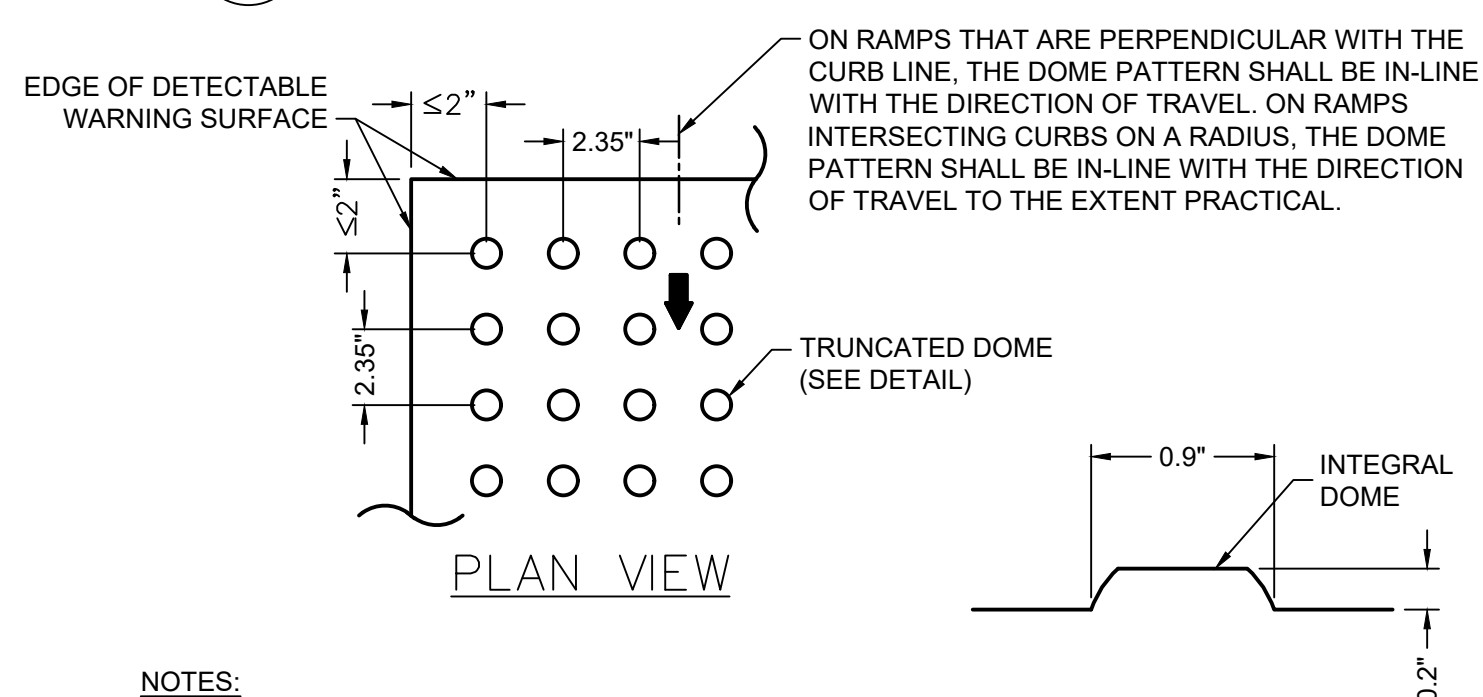
BBA# 2018020
SHEET TITLE:
STANDARD DETAILS
ISSUED FOR BIDDING: 12/31/2019
SHEET #:
C-541

CAD FILE: P:\2018\18020 - Allegheny County Museum\Concept Design 2019-08-26\Production\C-500_Series.dwg PLOT DATE/TIME: 12/31/2019 - 1:26pm LAST SAVE BY: steven



TYPICAL HANDICAP PARKING STRIPING AND SIGNAGE DETAIL

1 NOT TO SCALE

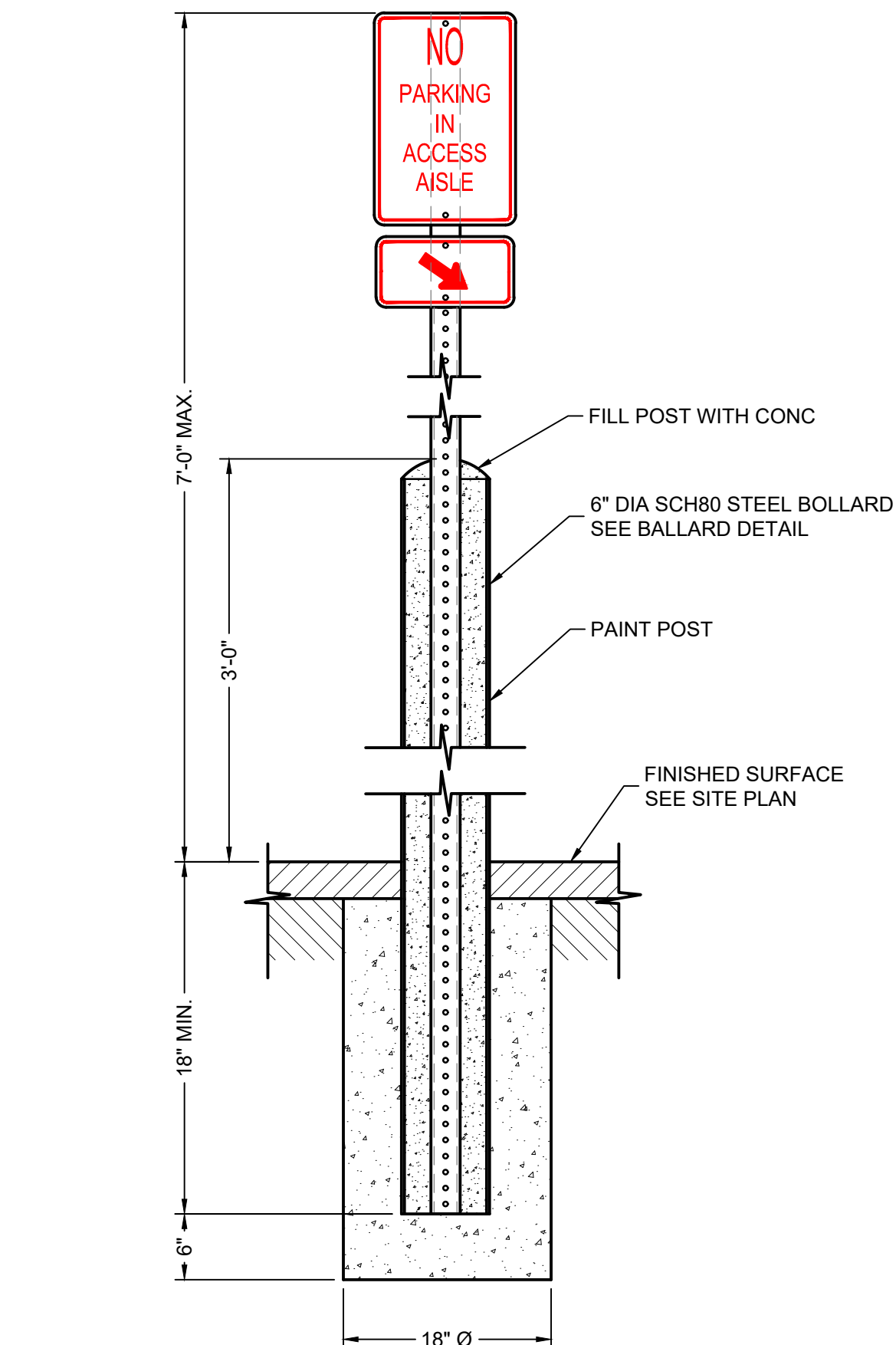


NOTES:

1. ALL SIDEWALKS CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL.
2. THE TOP WIDTH OF THE DOME SHALL BE A MINIMUM OF 50% AND A MAXIMUM OF 65% OF THE BASE OF THE DIAMETER.

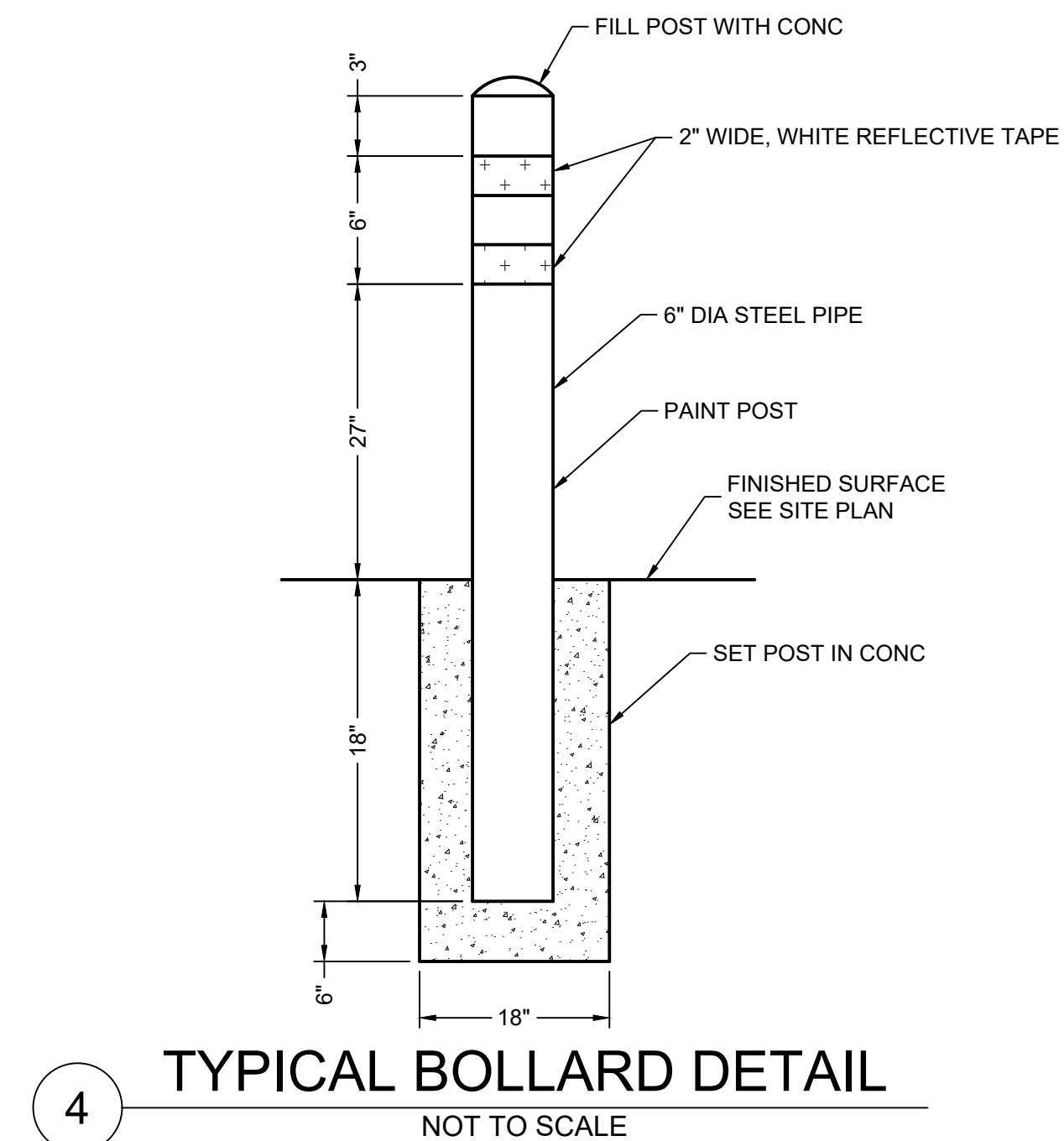
2 TRUNCATED DOME DETAIL

NOT TO SCALE



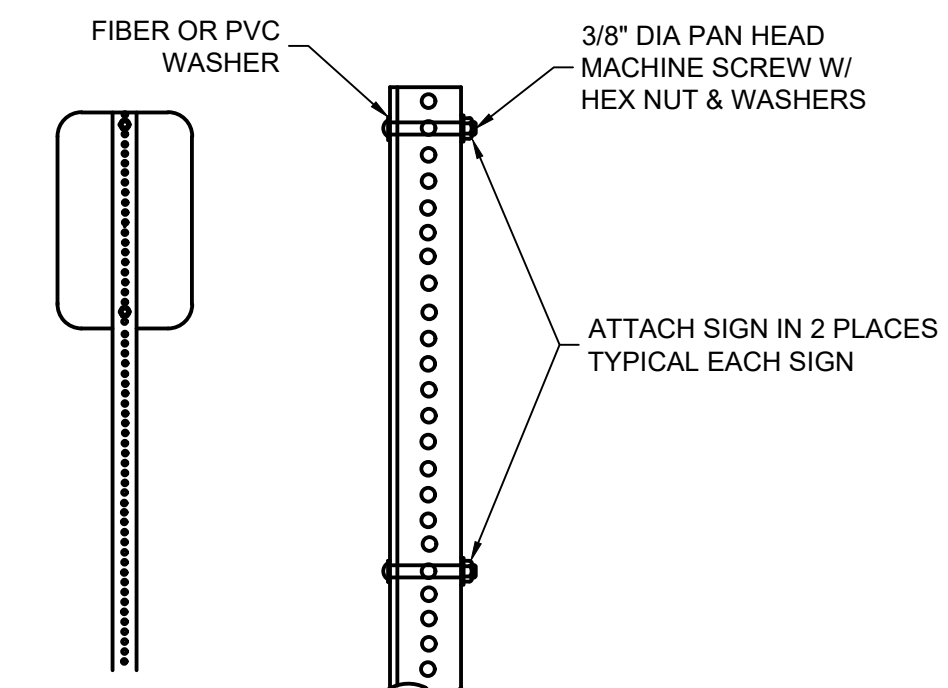
TYPICAL SIGN INSTALLATION DETAIL

3 NOT TO SCALE



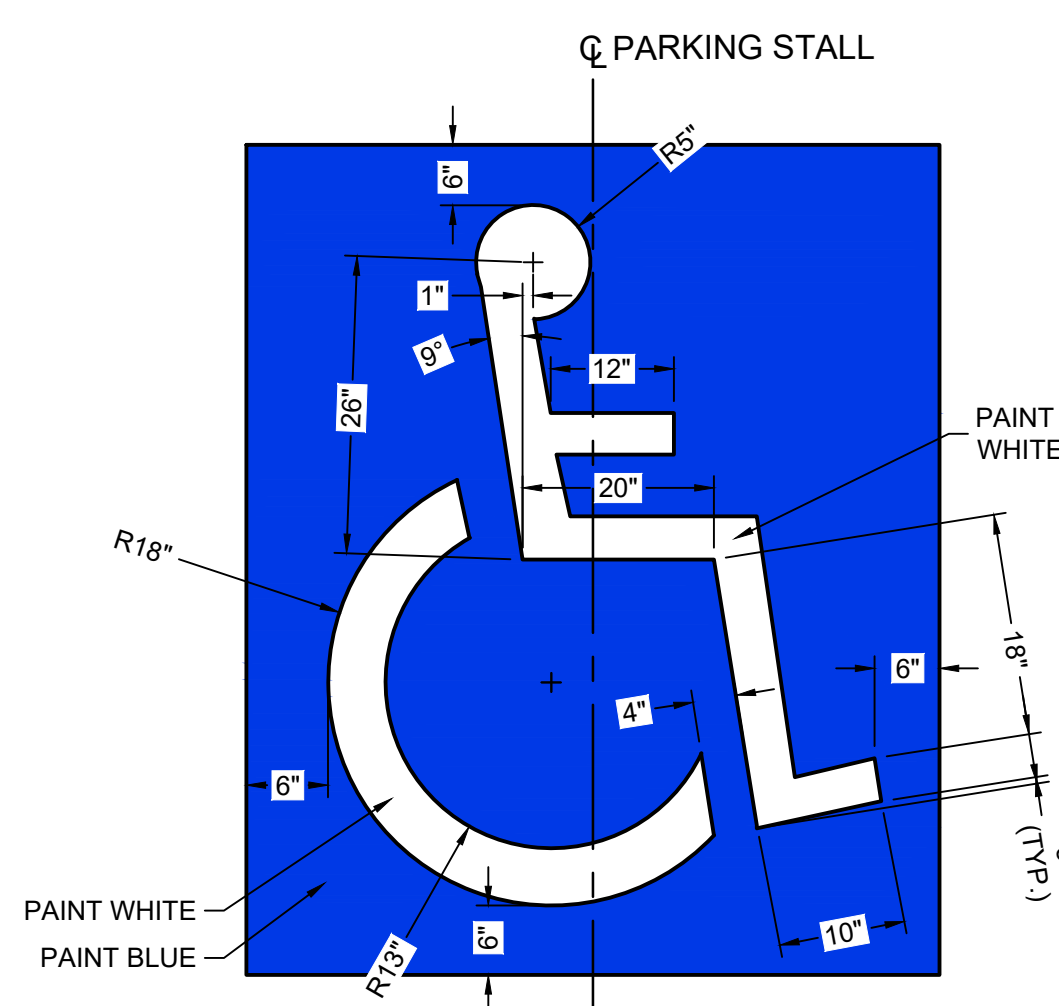
4 TYPICAL BOLLARD DETAIL

NOT TO SCALE



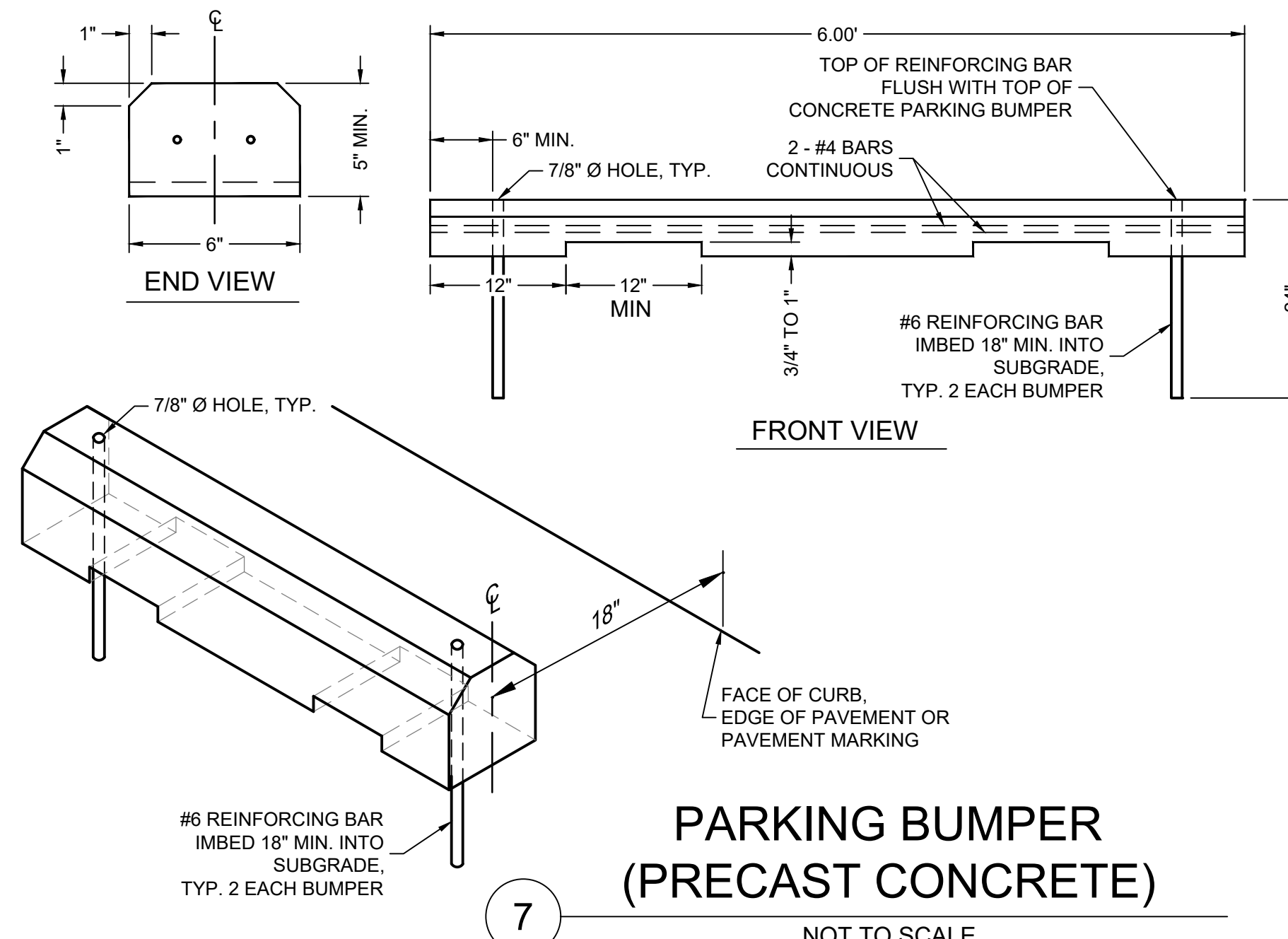
5 SIGN PANEL ATTACHMENT DETAIL

NOT TO SCALE



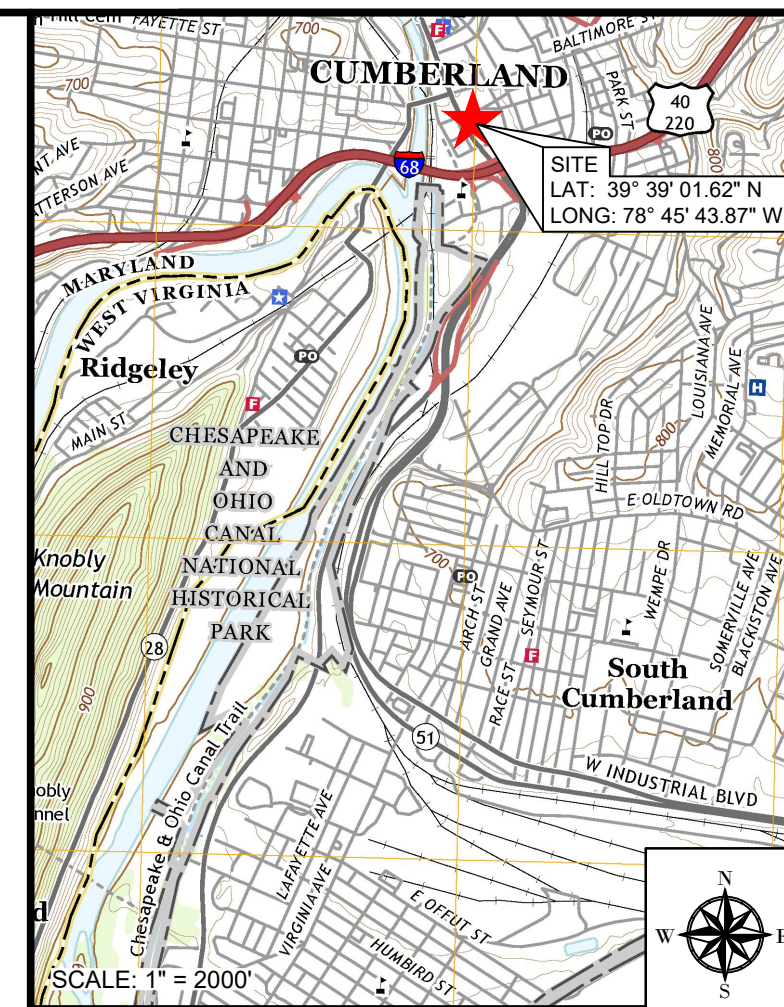
INTERNATIONAL SYMBOL OF ACCESSIBILITY

6 NOT TO SCALE



PARKING BUMPER (PRECAST CONCRETE)

7 NOT TO SCALE



PROJECT:
 RESTORATION AND CONVERSION
 PHASE III AT ALLEGANY MUSEUM
 3 PERSHING STREET
 CITY OF CUMBERLAND
 ZONING DISTRICT: LOCAL BUSINESS
 ELECTION DISTRICT: 14-000
 ALLEGANY COUNTY, MARYLAND

CLIENT:
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 CHECKED: MSB SCALE: AS NOTED
 APPROVED: MSB COORD FILE: 18020.CRD

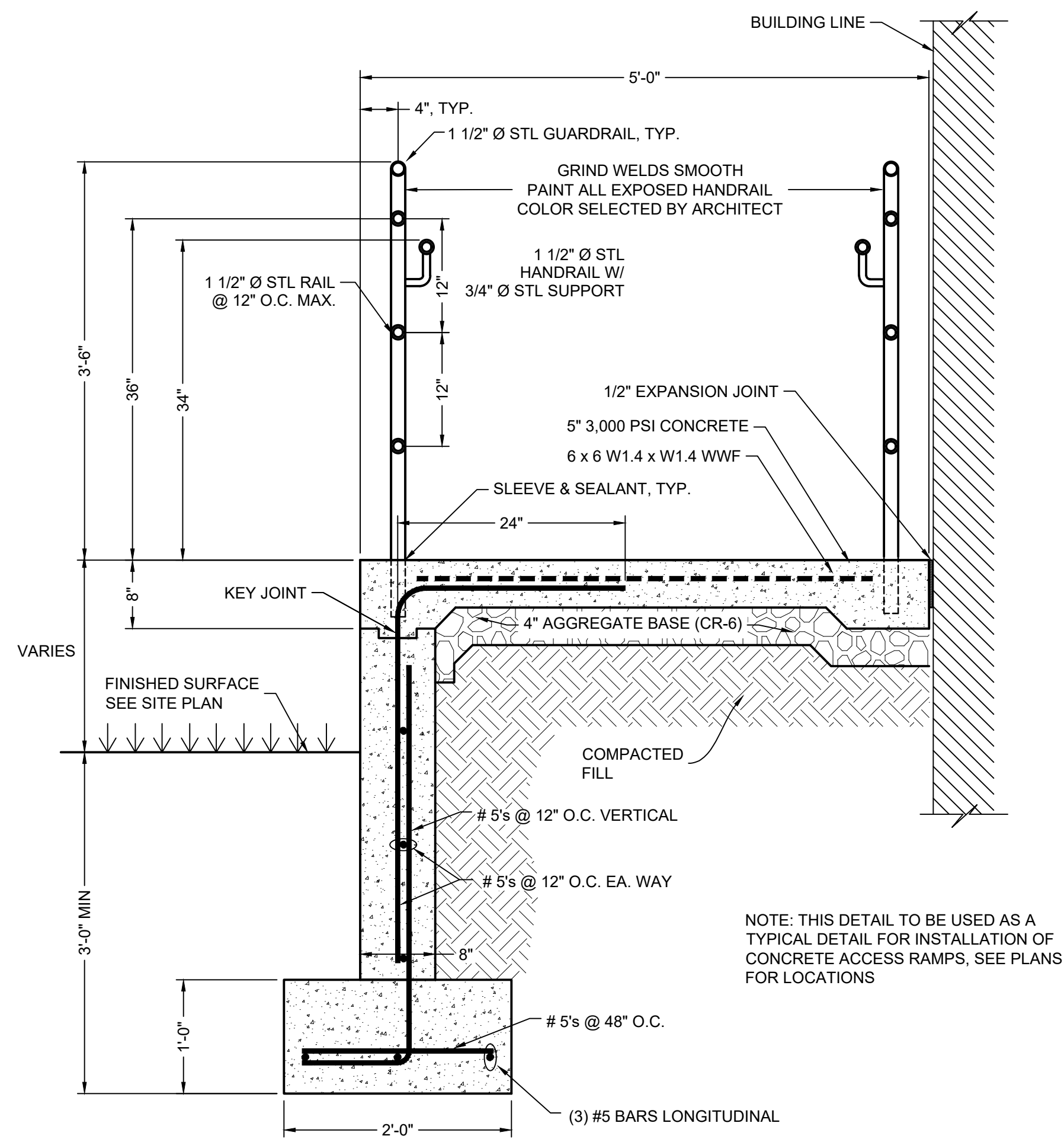
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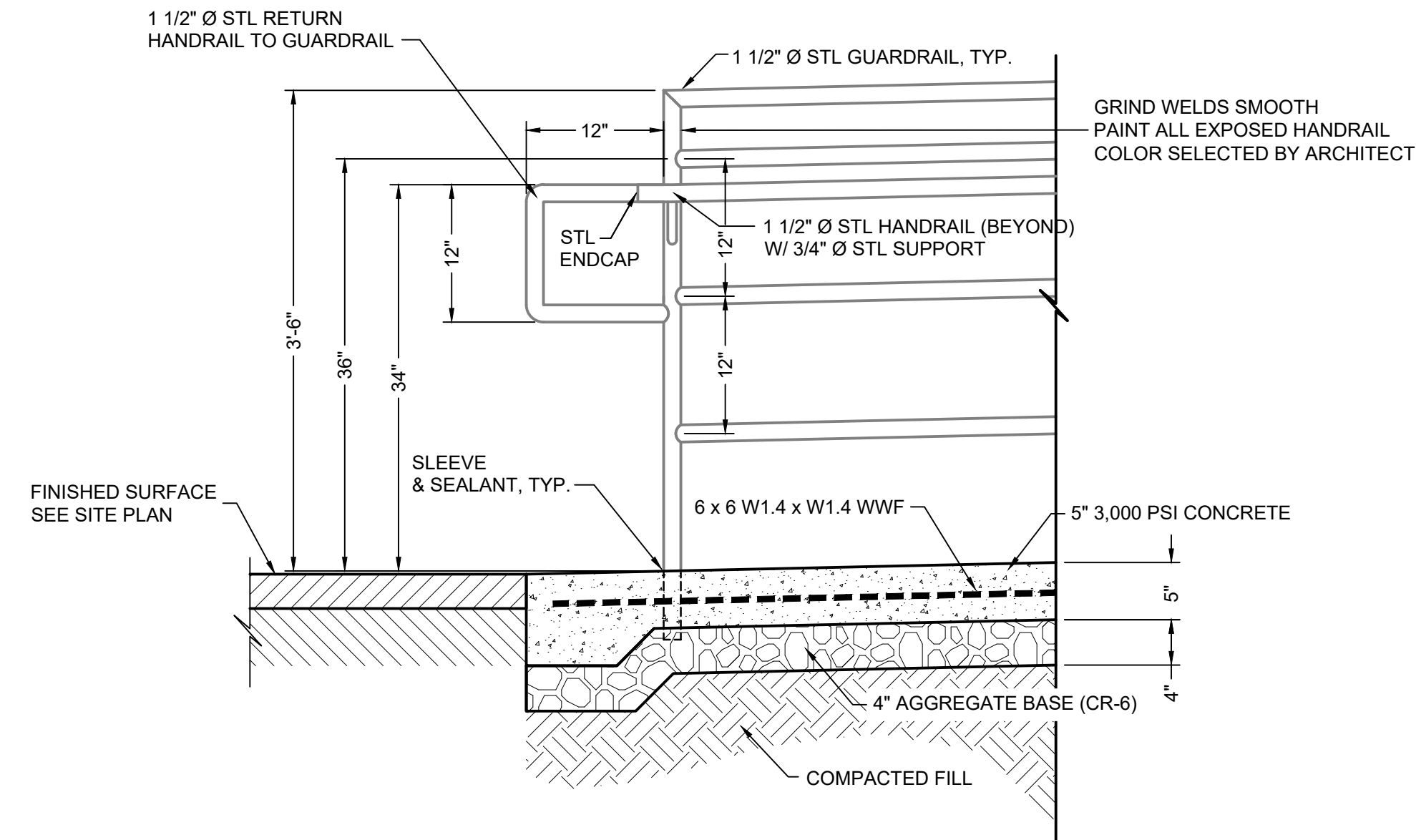
GENERAL DETAILS

ISSUED FOR BIDDING: 12/31/2019

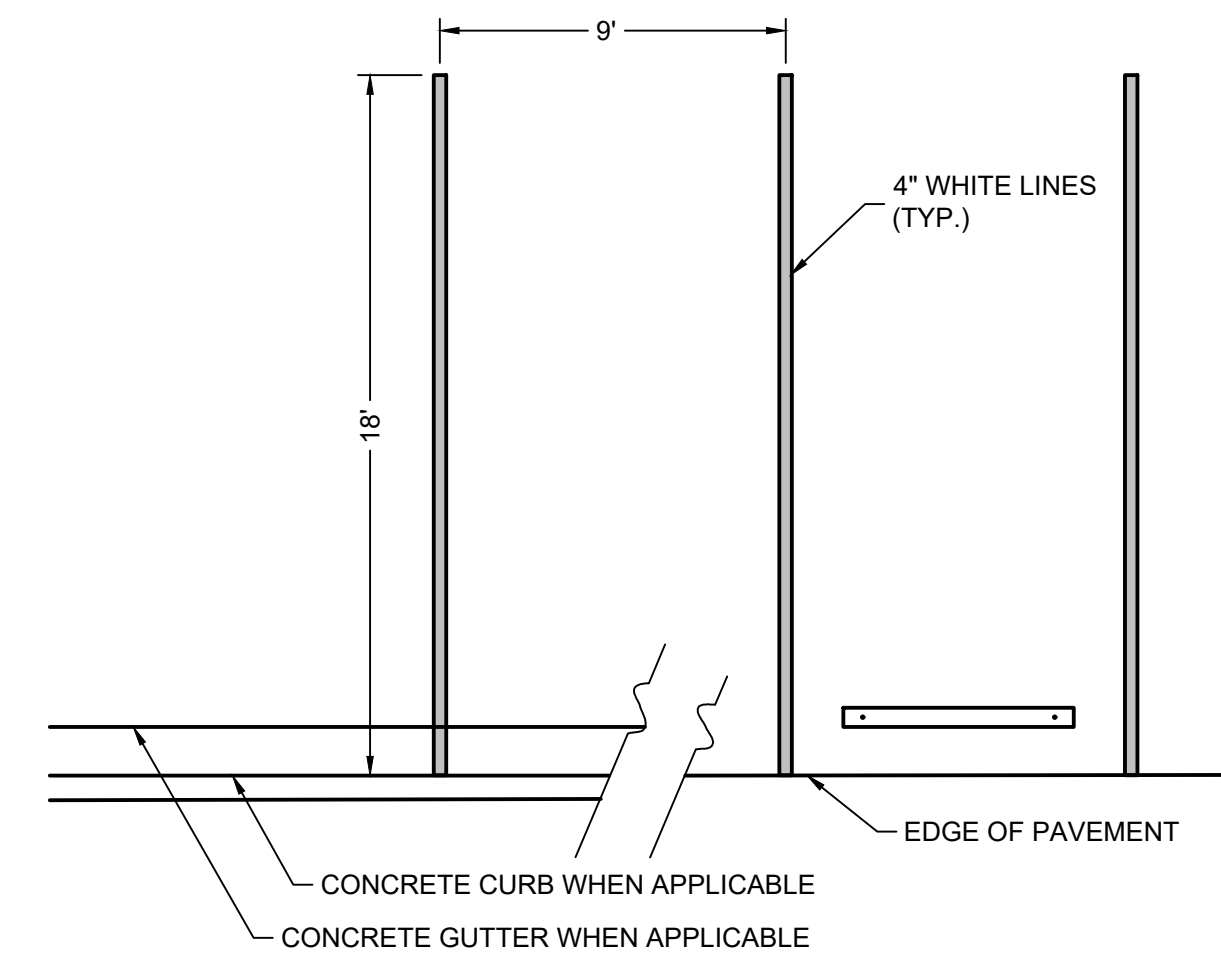
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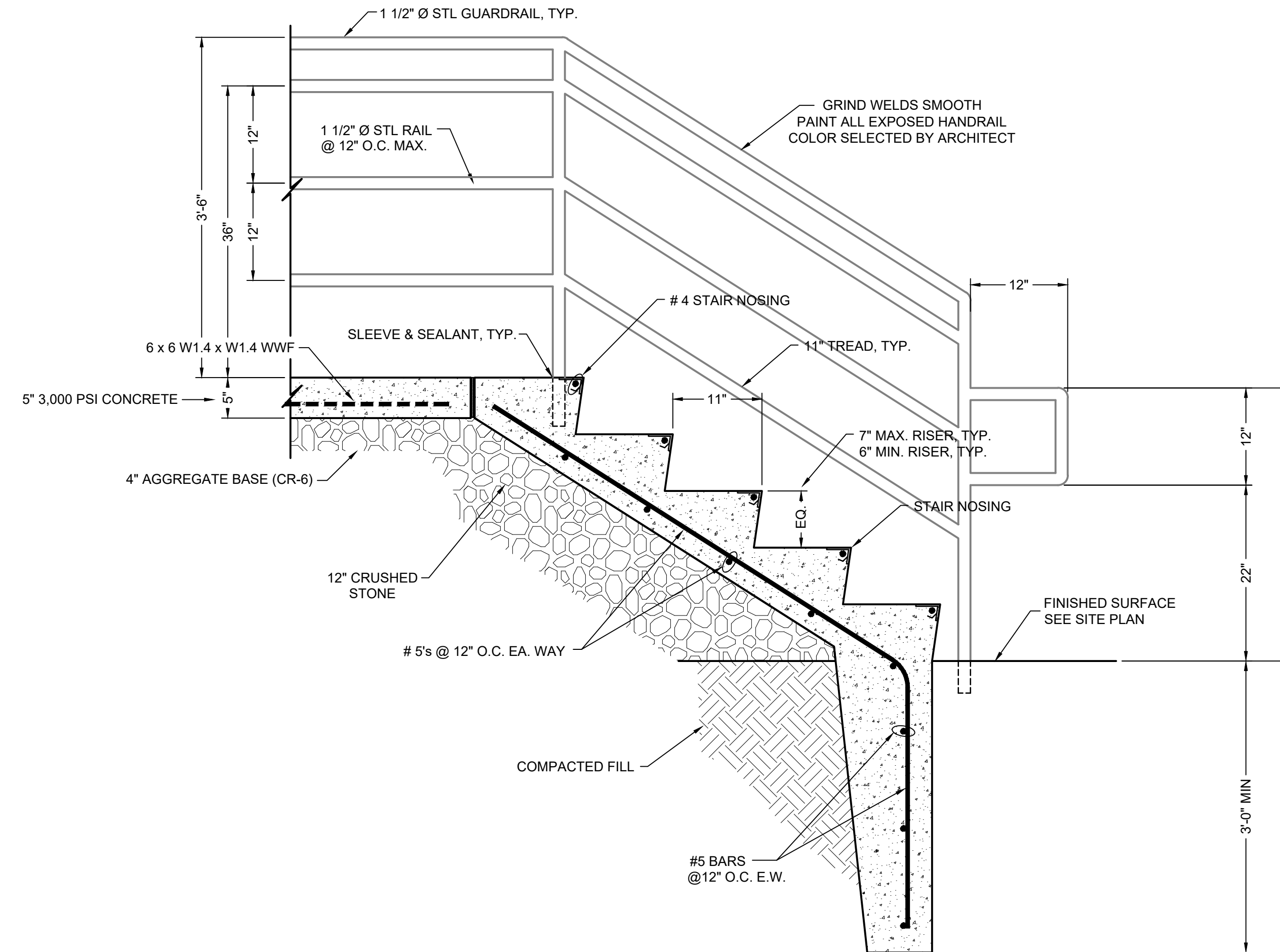
1 ACCESS RAMP SECTION
NOT TO SCALE



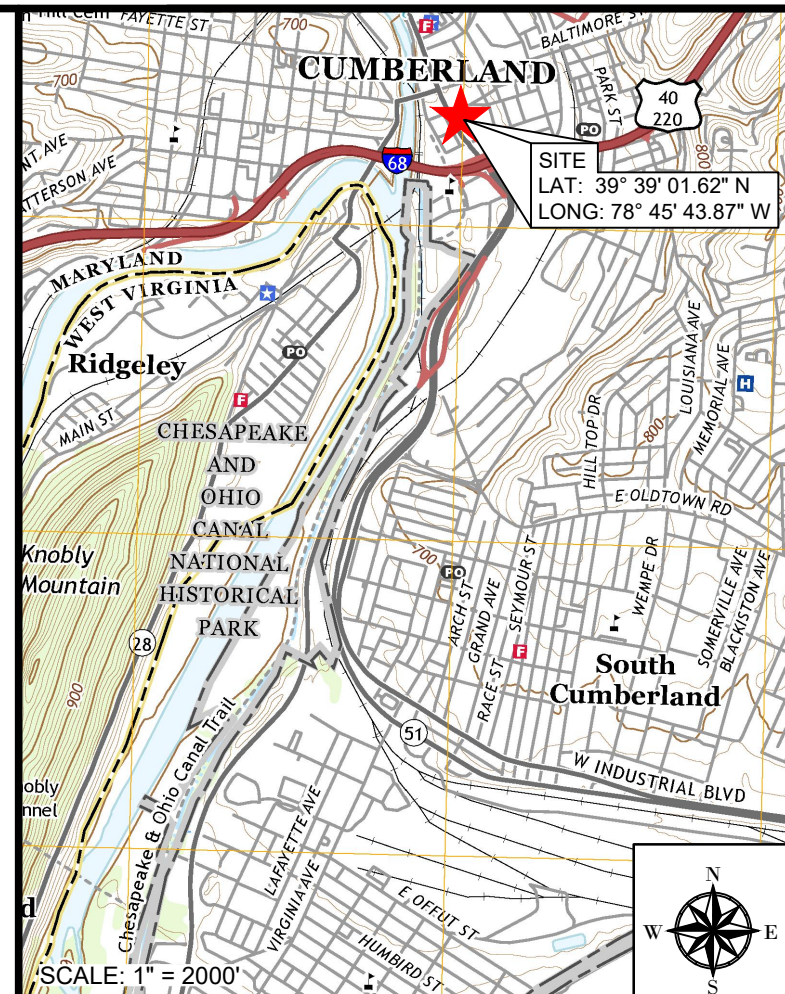
2 GUARDRAIL / HANDRAIL DETAIL
NOT TO SCALE



3 GENERAL PARKING PAINT STRIPING DETAIL
NOT TO SCALE



4 CONCRETE STAIR SECTION
NOT TO SCALE



PROJECT:
RESTORATION AND CONVERSION
PHASE III AT ALLEGANY MUSEUM
3 PERSHING STREET
CITY OF CUMBERLAND
ZONING DISTRICT: LOCAL BUSINESS
ELECTION DISTRICT: 14-000
ALLEGANY COUNTY, MARYLAND

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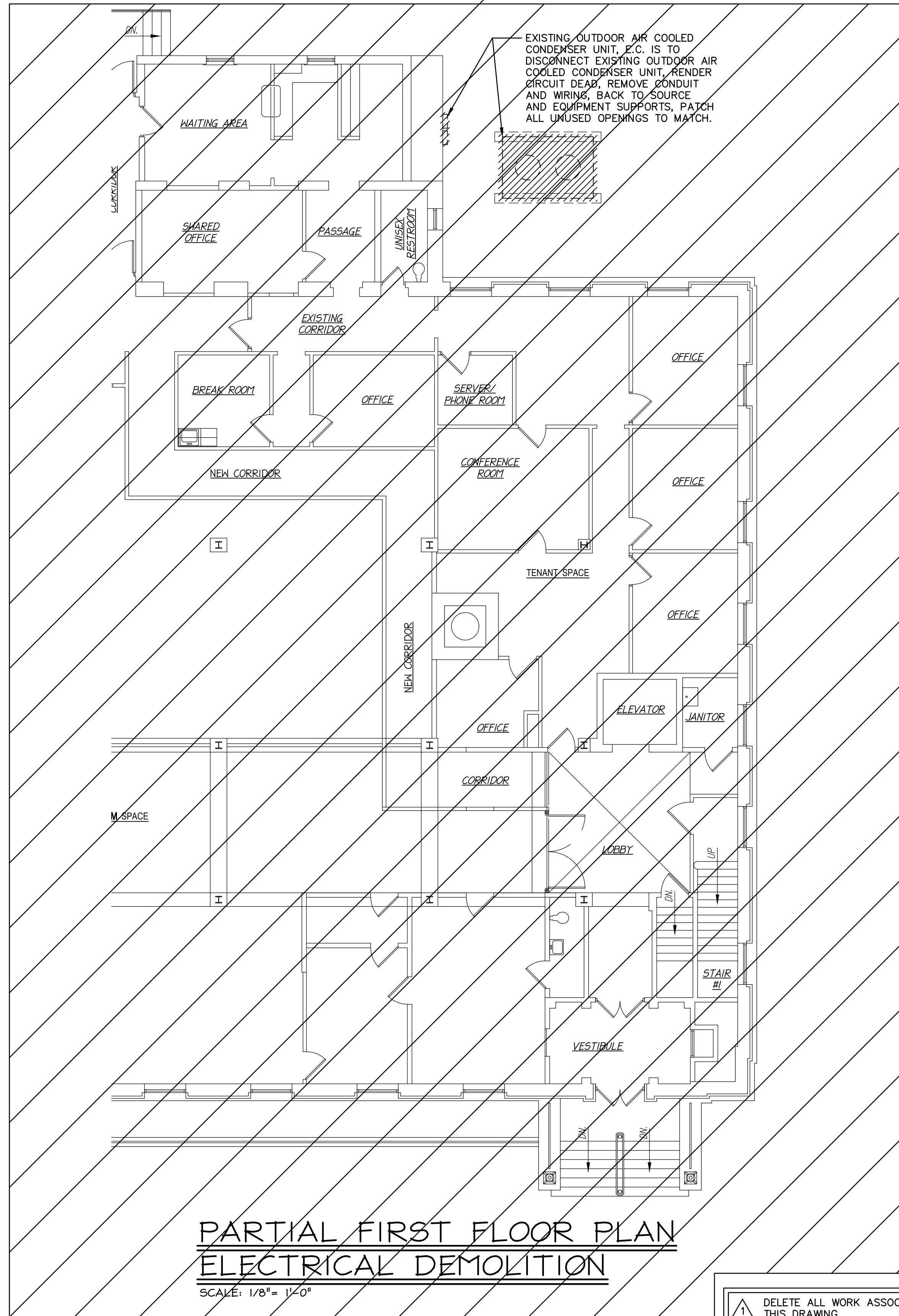
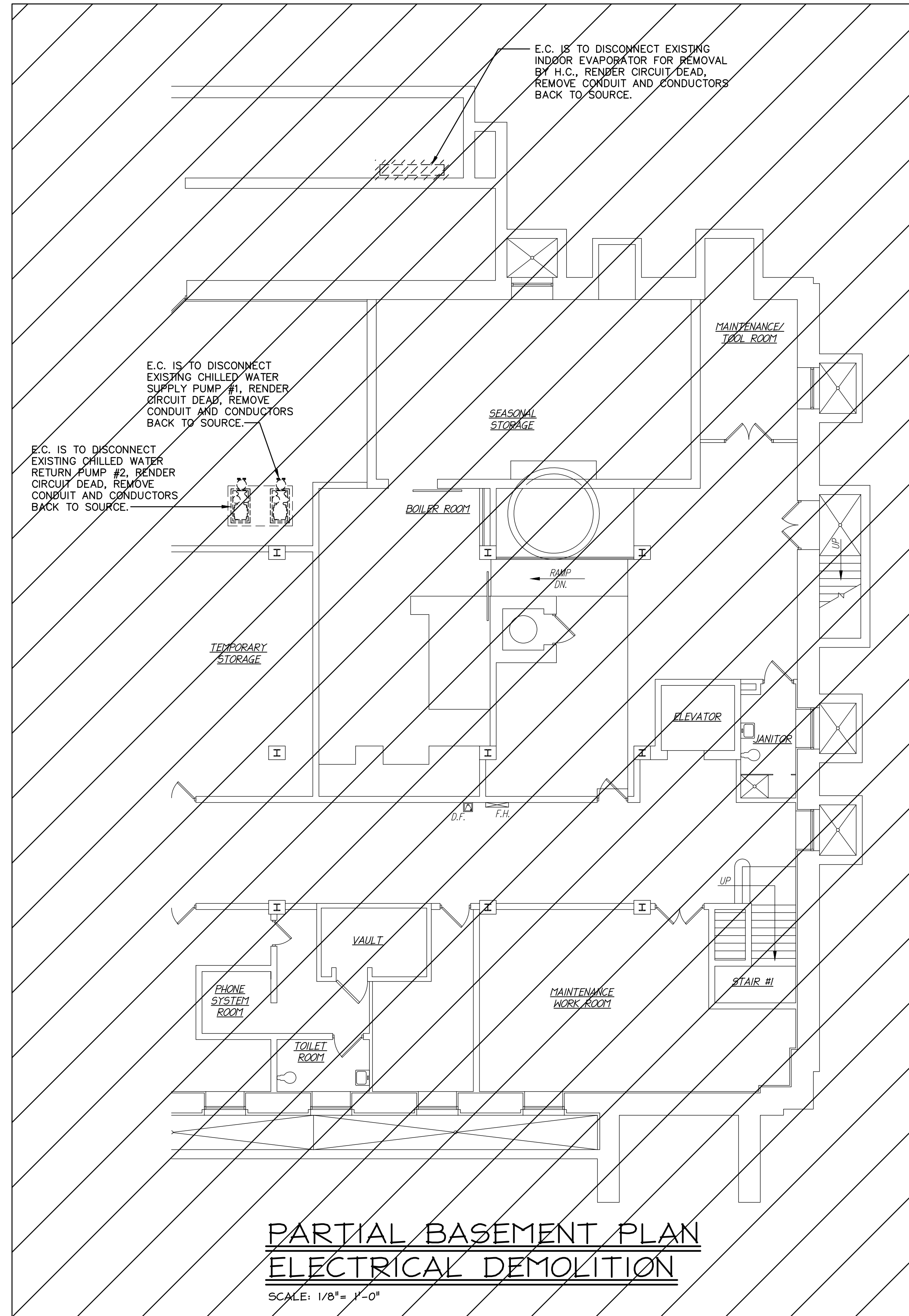
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GENERAL DETAILS

ISSUED FOR BIDDING: 12/31/2019

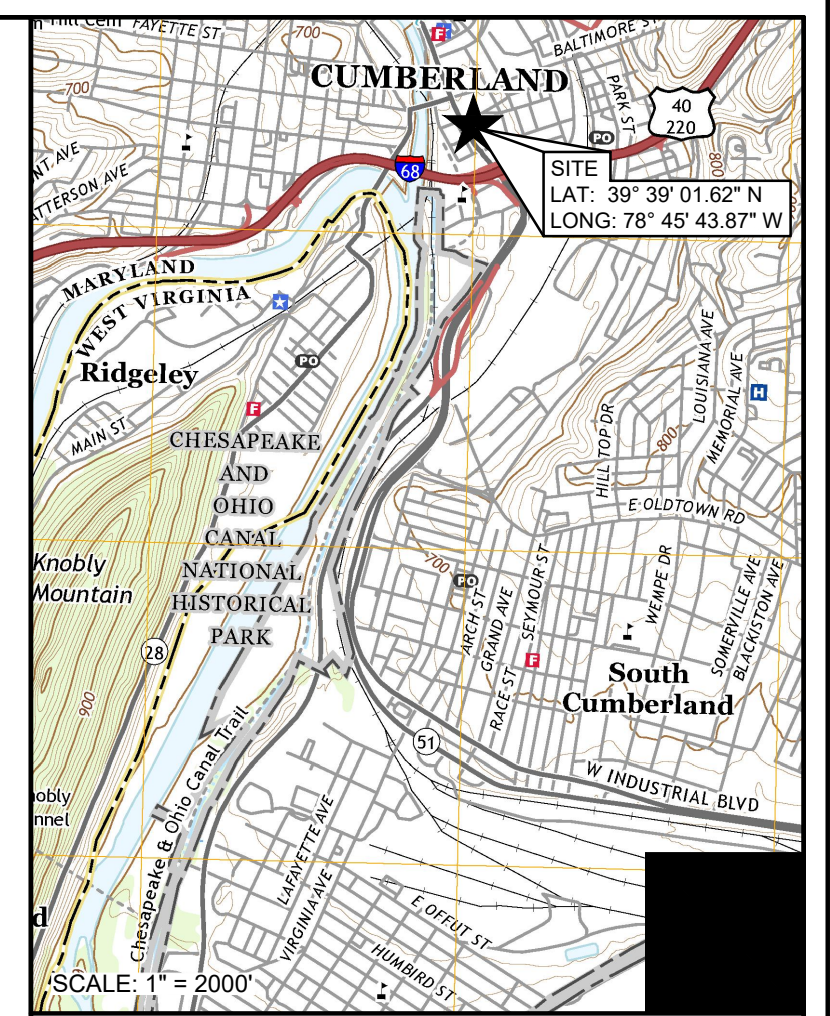
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C-552

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Brett Nicholas Yonish
BRETT NICHOLAS YONISH DATE 09-16-2019



PROJECT:
**RESTORATION AND CONVERSION
PHASE III AT ALLEGANY MUSEUM
3 PERSHING STREET
CITY OF CUMBERLAND
ZONING DISTRICT: LOCAL BUSINESS
ELECTION DISTRICT: 14-000
ALLEGANY COUNTY, MARYLAND**

CLIENT:
**ALLEGANY MUSEUM
3 PERSHING STREET
CUMBERLAND, MARYLAND 21502**



CONSULTANT:
East Hills Engineering Associates
BUILDING SYSTEMS DESIGN ENGINEERS
A LIMITED LIABILITY COMPANY
814-467-6877
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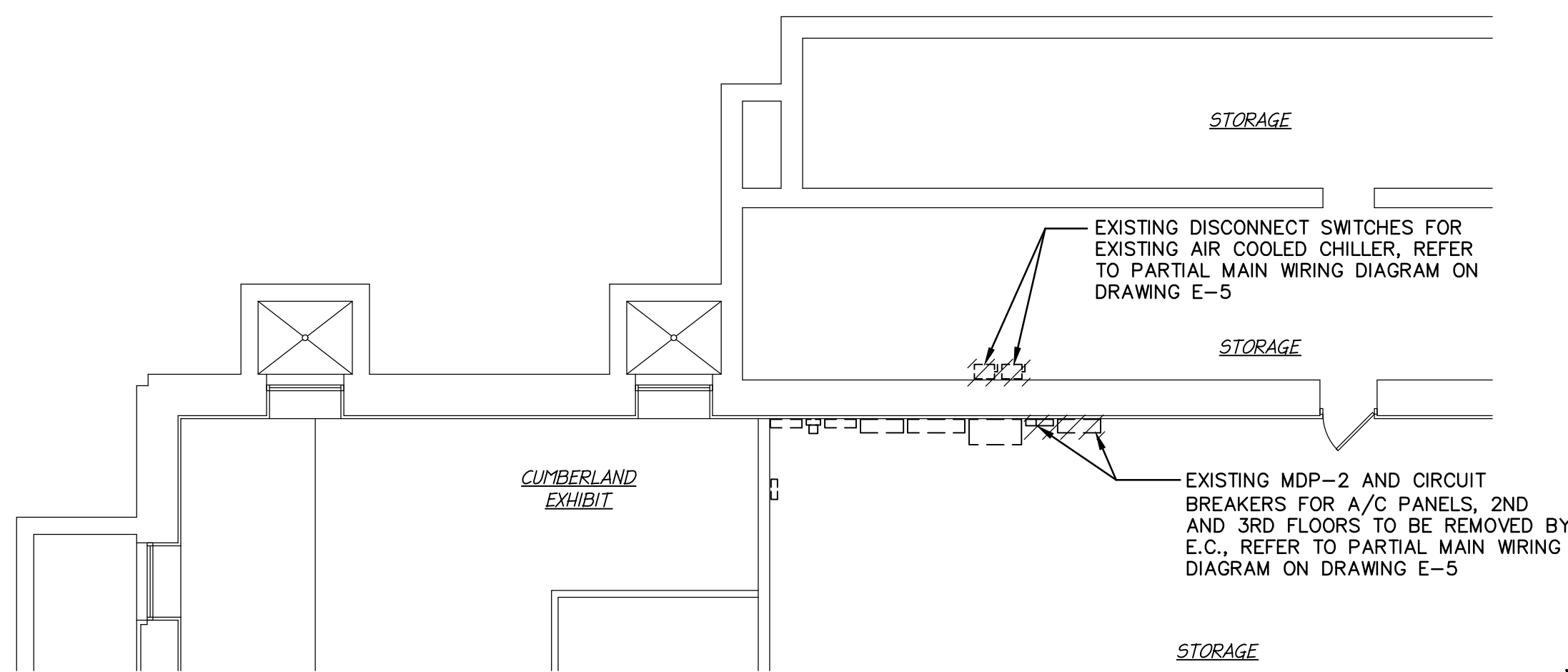
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APPROVED: BNY COORD FILE: 18020.CRD

BBA# 2018020

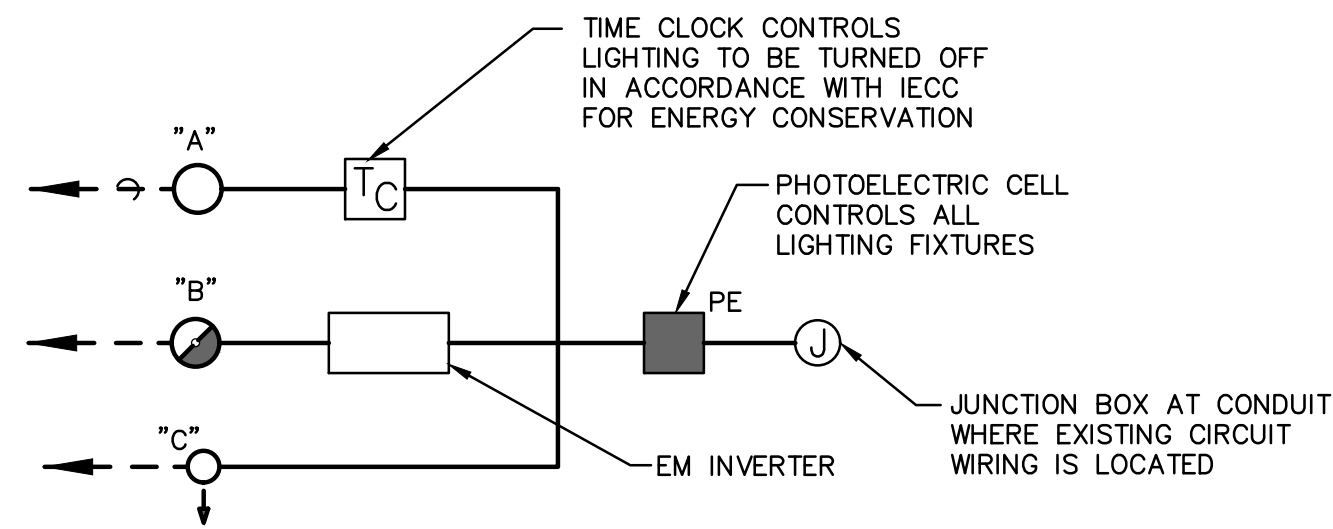
SHEET TITLE:
**FLOOR PLANS
ELECTRIC DEMOITION**
ISSUED FOR BIDDING: 9/16/2019
SHEET #:
E- 1

CADD FILE: \\vesnesnet\Company_Pub\Projects\2019\19110 - Allegany County Museum_Chiller Drawings\19110 - E1.dwg PLOT DATE/TIME: 12/21/2019 - 6:24am LAST SAVE BY: BroyerP



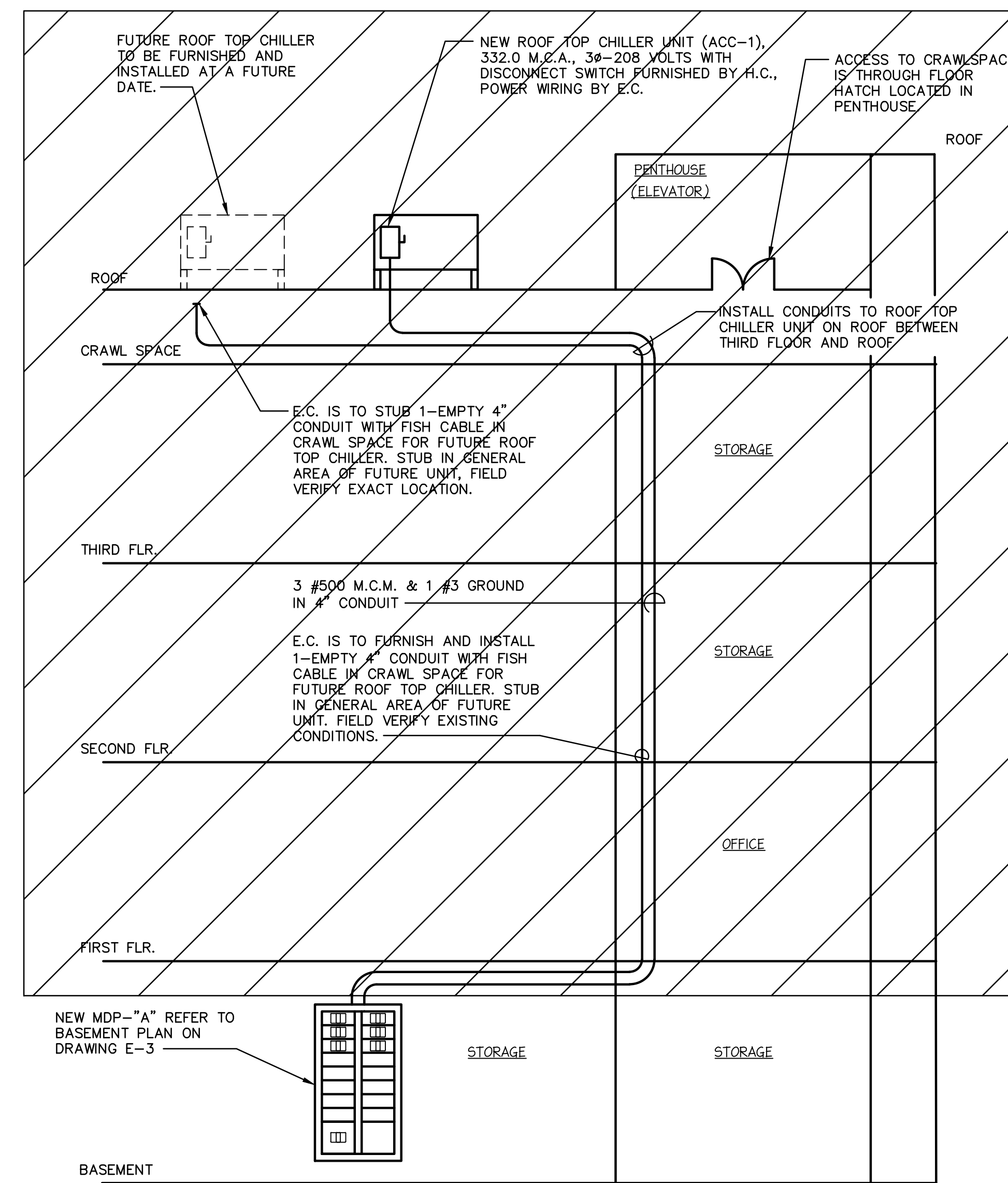
**PARTIAL BASEMENT PLAN
- DEMOLITION**

SCALE: 1/8" = 1'-0"



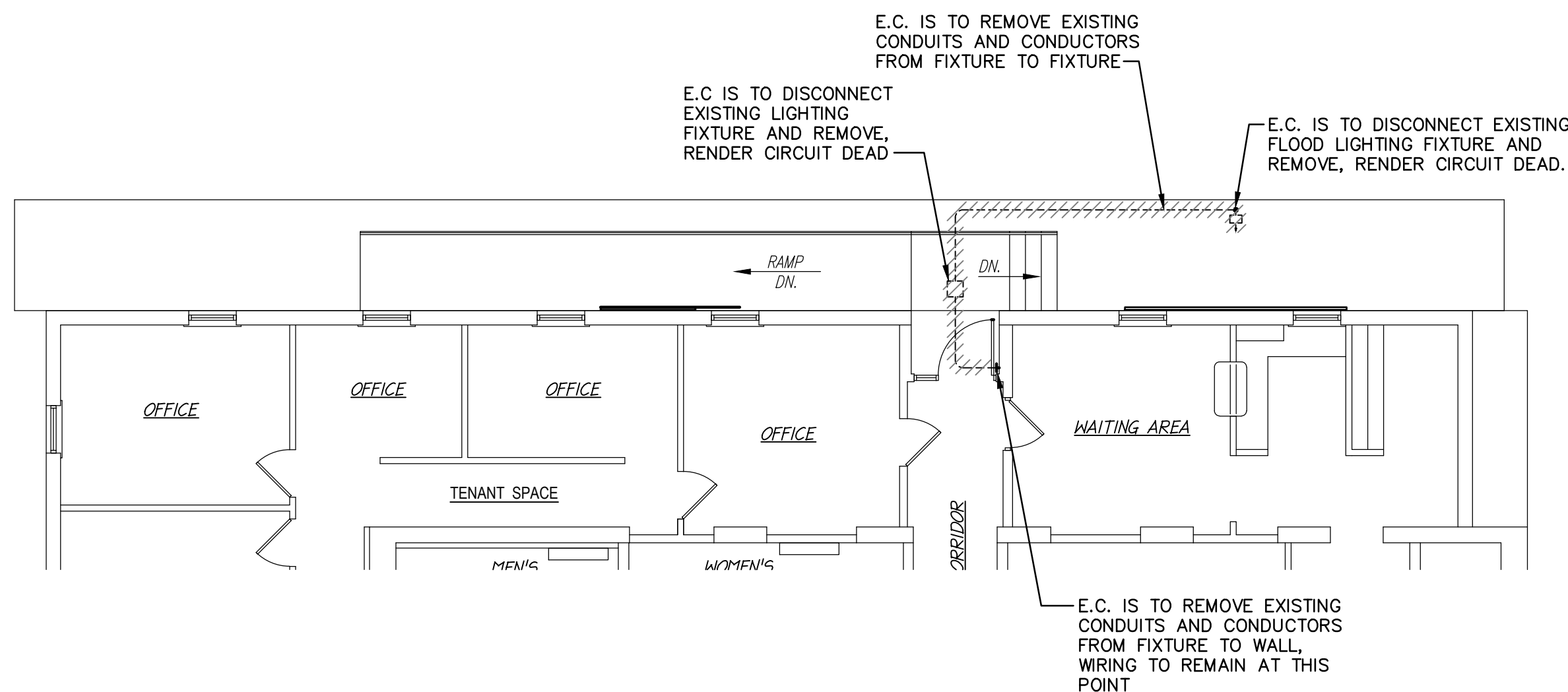
REAR CANOPY LIGHTING CONTROL

NO SCALE



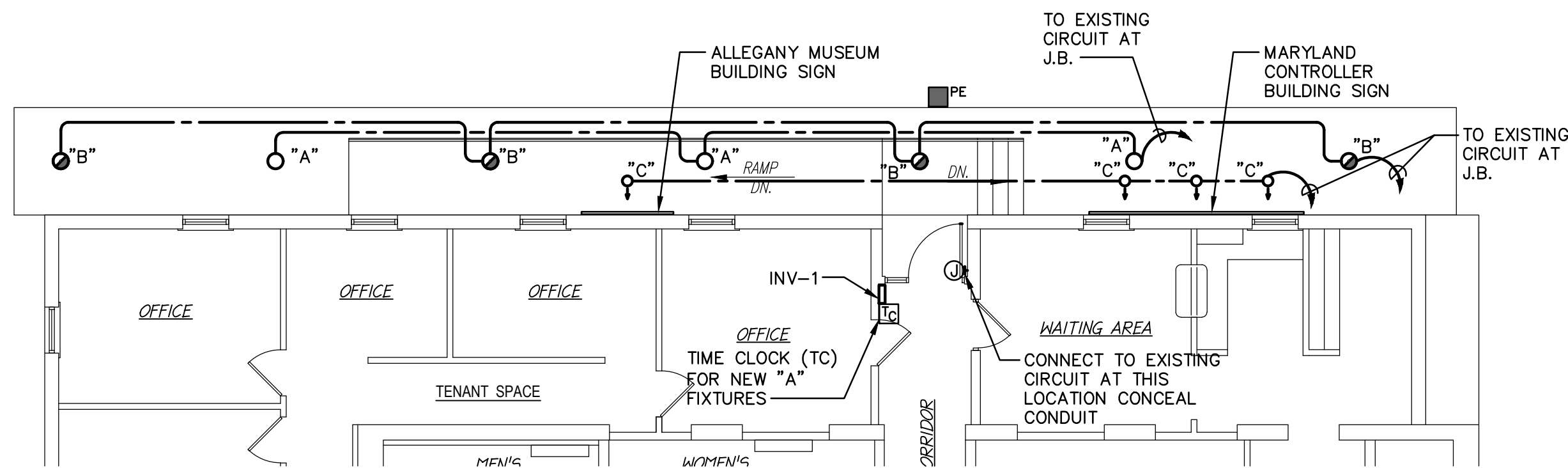
ROOF TOP CHILLER(S) WIRING DIAGRAM

NO SCALE



REAR CANOPY DEMOLITION PLAN - LIGHTING

SCALE: 1/8" = 1'-0"



REAR CANOPY PLAN - LIGHTING

SCALE: 1/8" = 1'-0"

NOTE:
REFER TO REAR CANOPY LIGHTING CONTROL DETAIL ON THIS DRAWING FOR WIRING OF CANOPY LIGHTING

MINI INVERTER SCHEDULE

SYMBOL	VOLTAGE	CAPACITY	UL LISTED RUN TIME	TRANSFER TIME	TEMPERATURE RATING	UL LISTING	ENCLOSURE TYPE	ELECTRONIC WARRANTY	BATTERY WARRANTY	* MANUFACTURER *
INV-1	120	125 WATTS	90 MIN	50 M SEC	50 M SEC	UL-924	UL-924	3-YEARS	1-YEAR FULL 9-YEARS PRO RATED	ISOLITE IMI 12 LC V1 RT

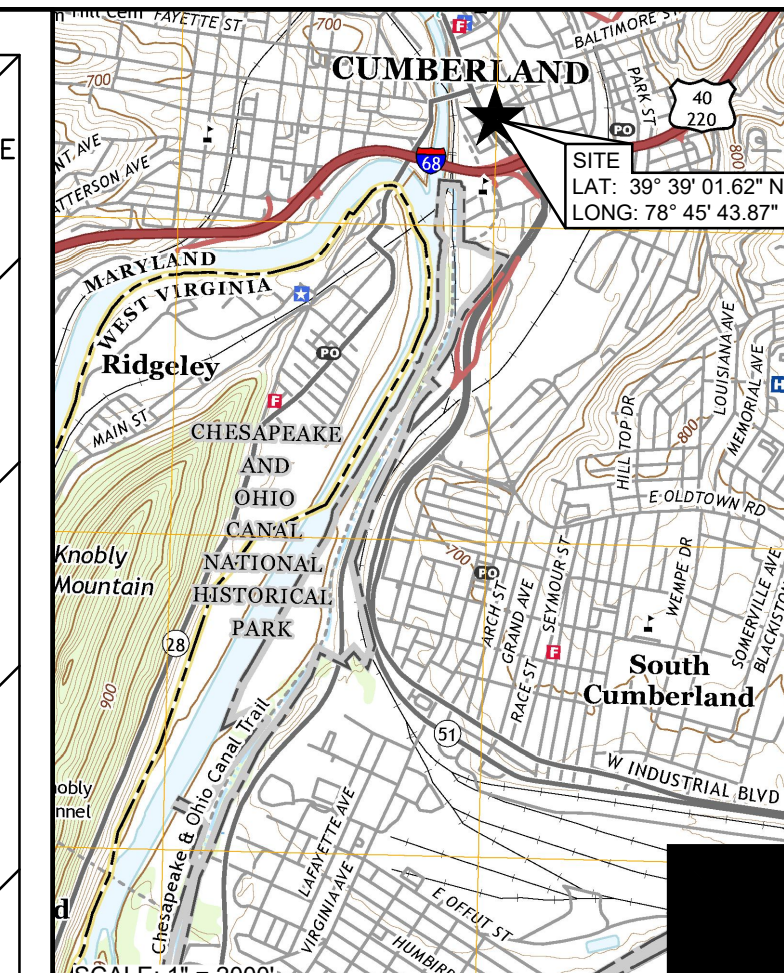
* OR APPROVED EQUIVLENT

LIGHTING FIXTURE SCHEDULE

SYMBOL	MANUFACTURER	CATALOG NO.	LAMPS	VOLTS	WATTAGE	MOUNTING	REMARKS
"A"	JUNO	IC22LED G4 14LM 30K90CRI MVOLT EZ10 2330 WHH	3000° K LED	120	15.6	RECESSED/CEILING	---
"B"	JUNO	IC22LED G4 14LM 30K90CRI MVOLT EZ10	3000° K LED	120	15.6	RECESSED/CEILING	CONNECTED TO EM INVERTER
"C"	JUNO	IC22LED G4 14LM 30K 90CRI MVOLT EZ10 262G3WHH	3000° K LED	120	15.6	SURFACE/CEILING	WALL WASHER

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Brett Nicholas Yonish
BRETT NICHOLAS YONISH DATE 09-16-2019



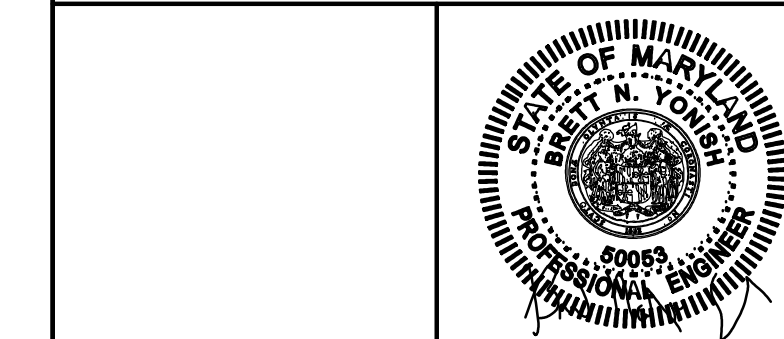
PROJECT:
RESTORATION AND CONVERSION
PHASE III AT ALLEGANY MUSEUM
3 PERSHING STREET
CITY OF CUMBERLAND
ZONING DISTRICT: LOCAL BUSINESS
ELECTION DISTRICT: 14-000
ALLEGANY COUNTY, MARYLAND

CLIENT:
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1	BJP	12/10/19	CONFORMING SET

DRAWN: BJP DATE: 09/16/2019
CHECKED: BNY SCALE: AS NOTED
APPROVED: BNY COORD FILE: 18020.CRD

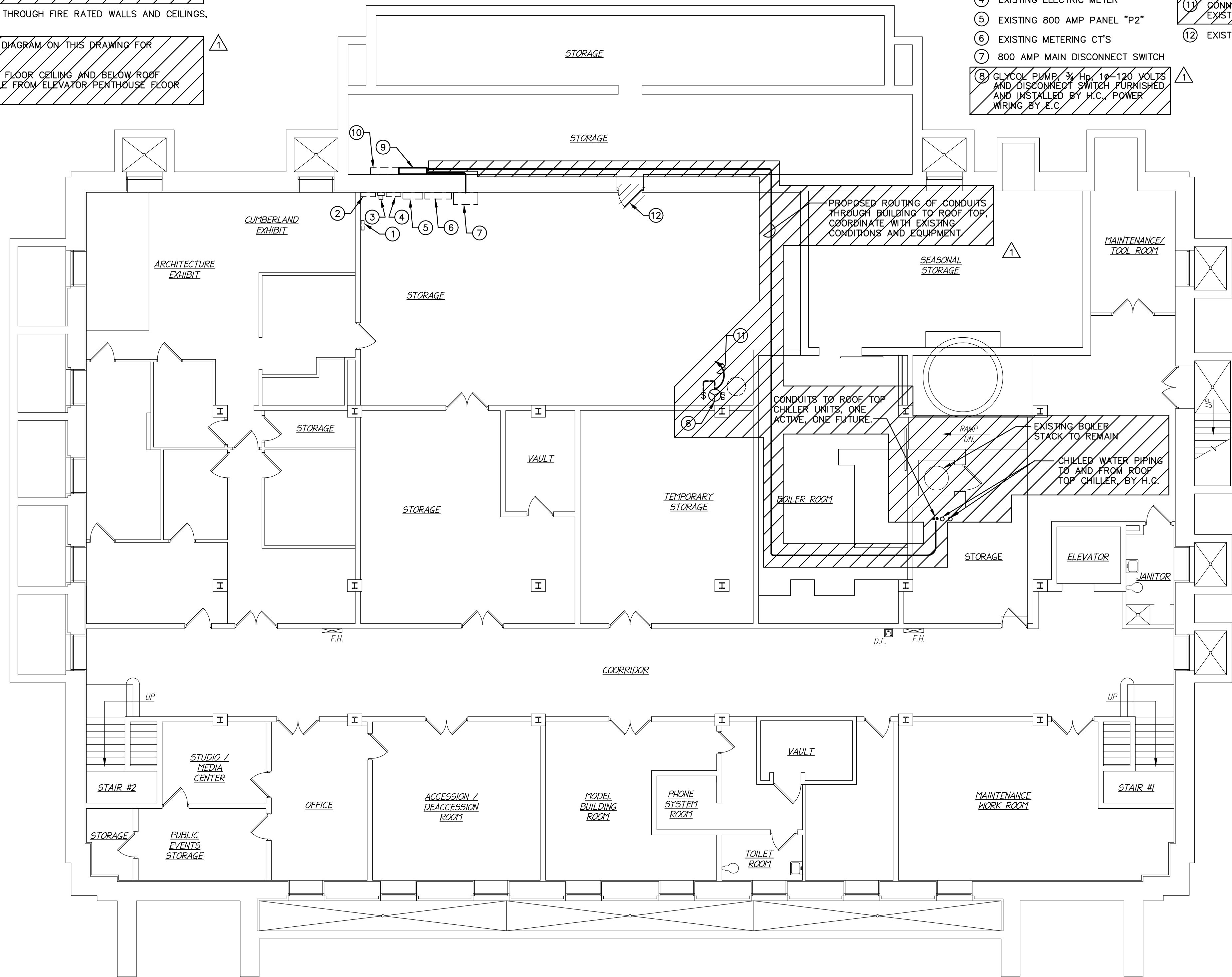
BBA# 2018020
SHEET TITLE:
**REAR CANOPY PLAN
DEMO & LIGHTING**
ISSUED FOR BIDDING: 9/16/2019
SHEET #:
E - 2

GENERAL ELECTRICAL NOTES

1. E.C. IS TO COORDINATE INSTALLATION OF CONDUITS TO ROOF TOP AIR COOLED CHILLERS WITH THE H.C. AND EXISTING CONDITIONS. FIELD VERIFY EXISTING CONDITIONS.
2. E.C. IS TO CORE DRILL FLOORS AND CEILINGS FOR INSTALLATION OF CONDUITS TO ROOF TOP AIR COOLED CHILLERS.
3. E.C. IS TO FIRE SEAL CONDUIT OPENING THROUGH FIRE RATED WALLS AND CEILINGS. FIELD VERIFY.
4. REFER TO ROOF TOP CHILLER(S) WIRING DIAGRAM ON THIS DRAWING FOR INSTALLATION INFORMATION.
5. CRAWL SPACE IS LOCATED ABOVE THIRD FLOOR CEILING AND BELOW ROOF STRUCTURE. CRAWL SPACE IS ACCESSIBLE FROM ELEVATOR PENTHOUSE FLOOR HATCH. FIELD VERIFY EXACT LOCATION.

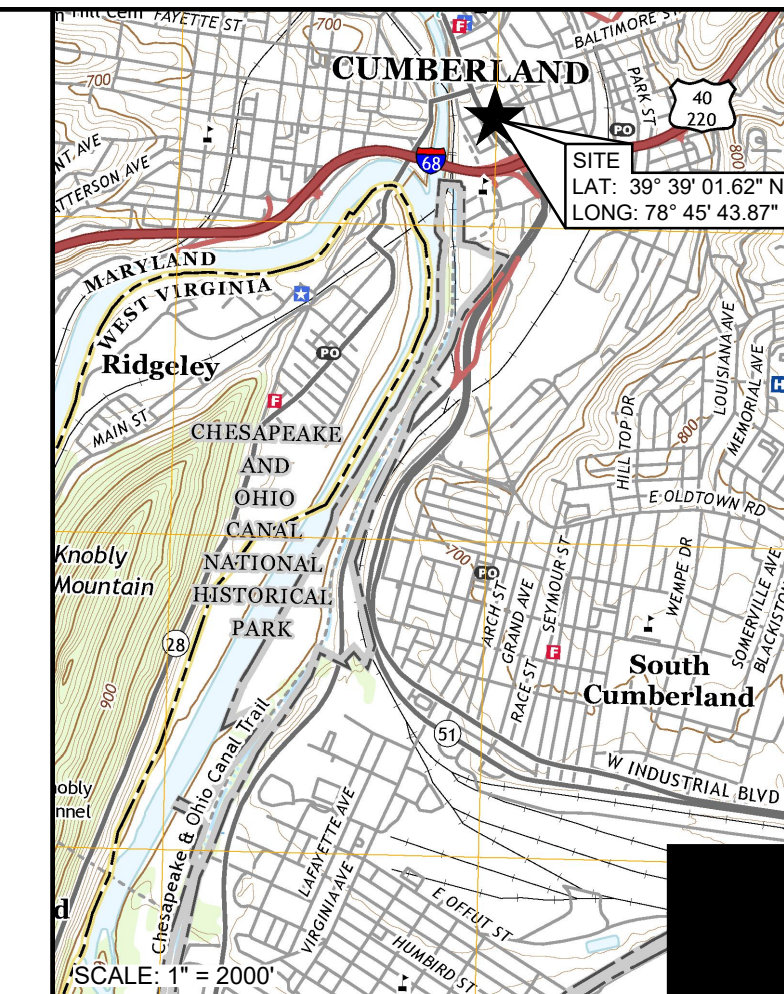
ELECTRICAL SERVICE EQUIPMENT

- 1 EXISTING PANEL "BB"
- 2 EXISTING PANEL "BL"
- 3 EXISTING ELECTRIC METER
- 4 EXISTING ELECTRIC METER
- 5 EXISTING 800 AMP PANEL "P2"
- 6 EXISTING METERING CT'S
- 7 800 AMP MAIN DISCONNECT SWITCH
- 8 GLYCOL PUMP 3/4 HP 10-120 VOLTS AND DISCONNECT SWITCH FURNISHED AND INSTALLED BY H.C. POWER WIRING BY E.C.
- 9 NEW 1200 AMP 3Ø-4W-120/208 VOLTS MDP-"A" WITH FEED THROUGH LUGS FOR FUTURE DISTRIBUTION SECTION.
- 10 FUTURE DISTRIBUTION SECTION, 3Ø-4W-120/208 VOLTS. NOT FURNISHED UNDER THIS CONTRACT.
- 11 CONNECT TO A 20AMP/1POLE CIRCUIT BREAKER IN EXISTING PANELBOARD IN STORAGE ROOM.
- 12 EXISTING GATE TO BE REMOVED BY OWNER.



BASEMENT PLAN - ELECTRICAL

SCALE: 1/8" = 1'-0"



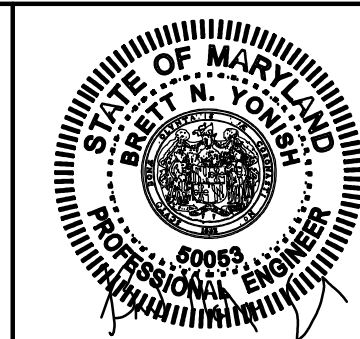
PROJECT:
 RESTORATION AND CONVERSION
 PHASE III AT ALLEGANY MUSEUM
 3 PERSHING STREET
 CITY OF CUMBERLAND
 ZONING DISTRICT: LOCAL BUSINESS
 ELECTION DISTRICT: 14-000
 ALLEGANY COUNTY, MARYLAND

CLIENT:
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REVISIONS	
NO.	DESCRIPTION
1	CONFORMING SET

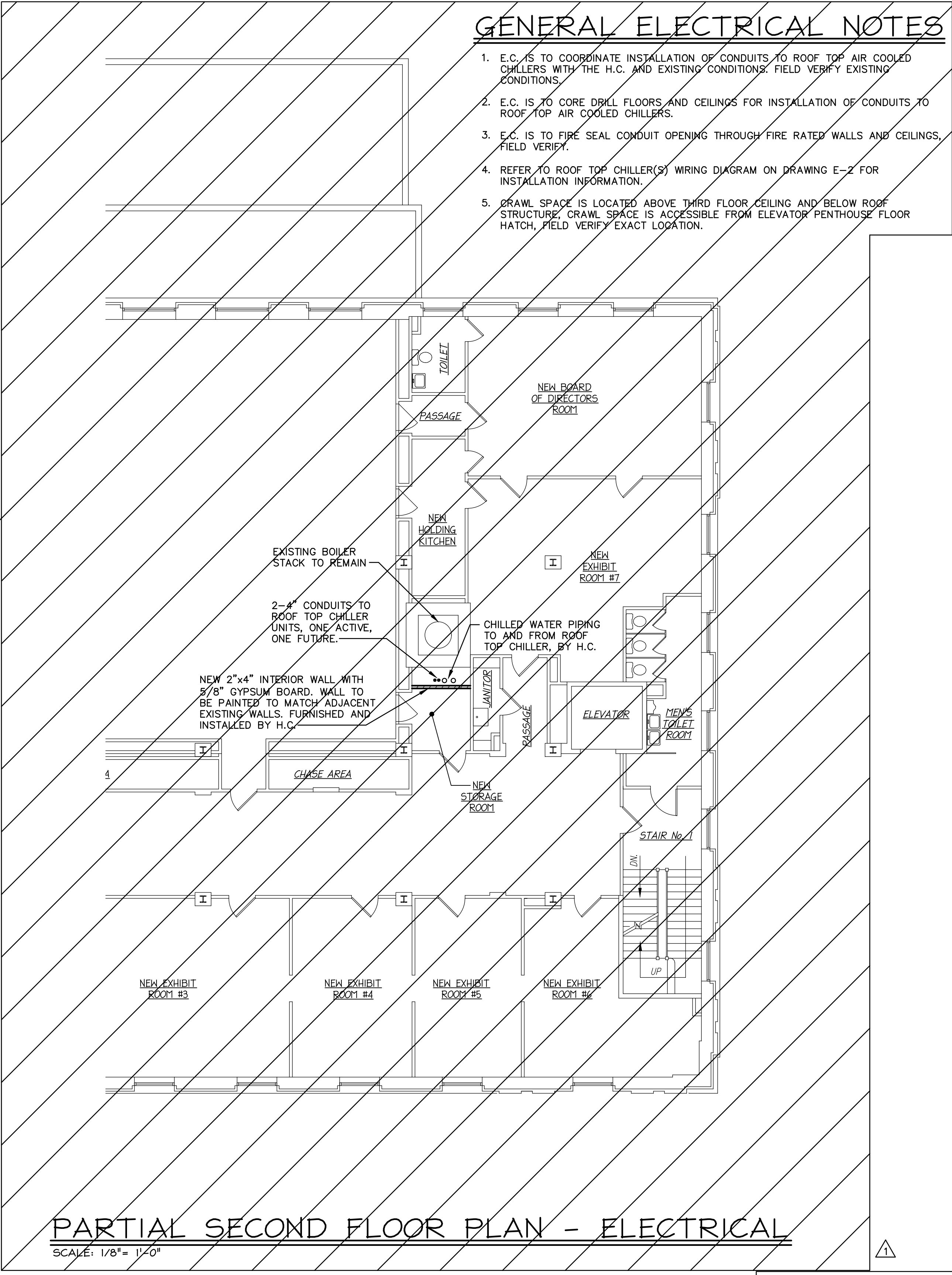
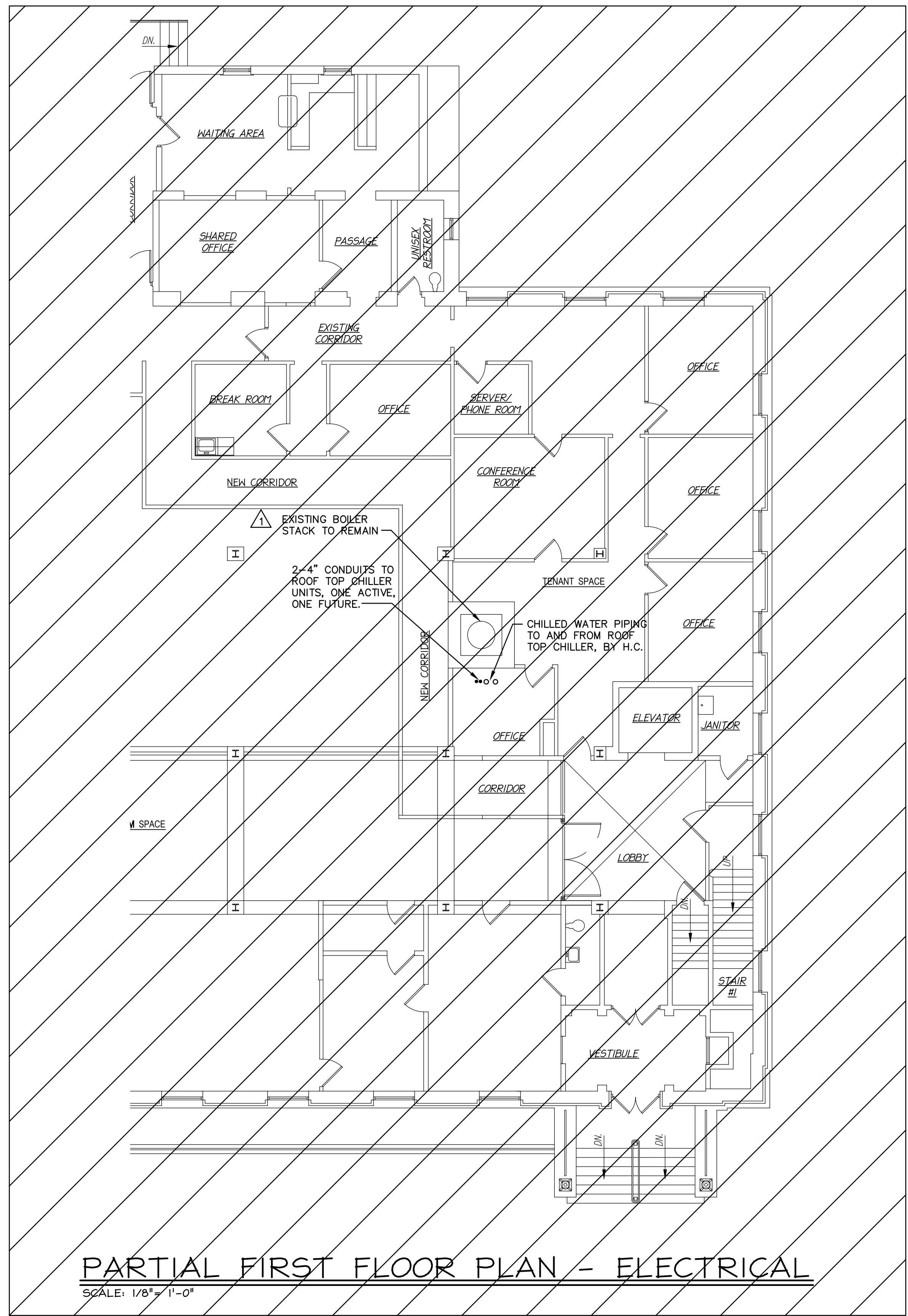
BBA# 2018020

SHEET TITLE:
**BASEMENT FLR. PLAN
 ELECTRICAL**
 ISSUED FOR BIDDING: 9/16/2019
 SHEET #:
E-3

DELETE WORK CROSSHATCHED ON THIS DRAWING.

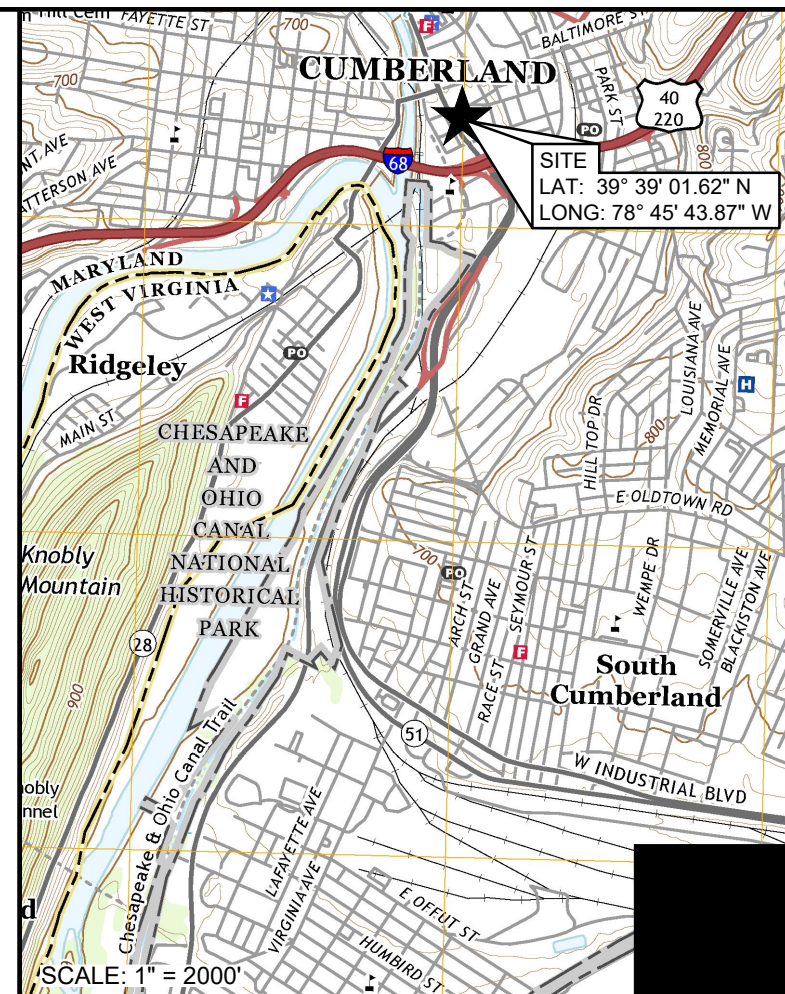
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 I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 50063, EXPIRATION DATE: 10-13-2020
 Brett Nicholas Yonish
 DATE: 09-16-2019

CAD FILE: \\aheserver\Company Public\Projects\2019\19110 - Allegany County Museum_Chiller Drawings\19110 - E3.dwg PLOT DATE/TIME: 12/21/2019 - 6:26am LAST SAVE BY: BroyneP



GENERAL ELECTRICAL NOTES

1. E.C. IS TO COORDINATE INSTALLATION OF CONDUITS TO ROOF TOP AIR COOLED CHILLERS WITH THE H.C. AND EXISTING CONDITIONS. FIELD VERIFY EXISTING CONDITIONS.
2. E.C. IS TO CORE DRILL FLOORS AND CEILINGS FOR INSTALLATION OF CONDUITS TO ROOF TOP AIR COOLED CHILLERS.
3. E.C. IS TO FIRE SEAL CONDUIT OPENING THROUGH FIRE RATED WALLS AND CEILINGS. FIELD VERIFY.
4. REFER TO ROOF TOP CHILLER(S) WIRING DIAGRAM ON DRAWING E-2 FOR INSTALLATION INFORMATION.
5. CRAWL SPACE IS LOCATED ABOVE THIRD FLOOR CEILING AND BELOW ROOF STRUCTURE. CRAWL SPACE IS ACCESSIBLE FROM ELEVATOR PENTHOUSE FLOOR HATCH, FIELD VERIFY EXACT LOCATION.



PROJECT:
**RESTORATION AND CONVERSION
 PHASE III AT ALLEGANY MUSEUM**
 3 PERSHING STREET
 CITY OF CUMBERLAND
 ZONING DISTRICT: LOCAL BUSINESS
 ELECTION DISTRICT: 14-000
 ALLEGANY COUNTY, MARYLAND

CLIENT:
ALLEGANY MUSEUM
 3 PERSHING STREET
 CUMBERLAND, MARYLAND 21502



CONSULTANT:
East Hills Engineering Associates
 BUILDING SYSTEMS DESIGN ENGINEERS
 A LIMITED LIABILITY COMPANY
 541 MAIN STREET
 WINDBER, PENNSYLVANIA 15963
 MECHANICAL/ELECTRICAL/PLUMBING

bba
 Surveyors | Engineers | Planners
 Bennett Brewer & Associates, LLC
 23 East Main Street, Suite 200 Frostburg, Maryland 21532
 Phone (301)-687-0494 Fax (301)-687-0495
 www.bbasurvey.com



REVISIONS	
NO.	DESCRIPTION
1	CONFORMING SET

DRAWN: BJP DATE: 09/16/2019
 CHECKED: BNY SCALE: AS NOTED
 APPROVED: BNY COORD FILE: 18020.CRD

BBA# 2018020
 SHEET TITLE:

**PART. 1ST & 2nd fl.
 PLANS -ELECTRICAL**

ISSUED FOR BIDDING: 9/16/2019
 SHEET #:

E - 4

PROFESSIONAL CERTIFICATION
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 BRETT NICHOLAS YONISH DATE: 09-16-2019

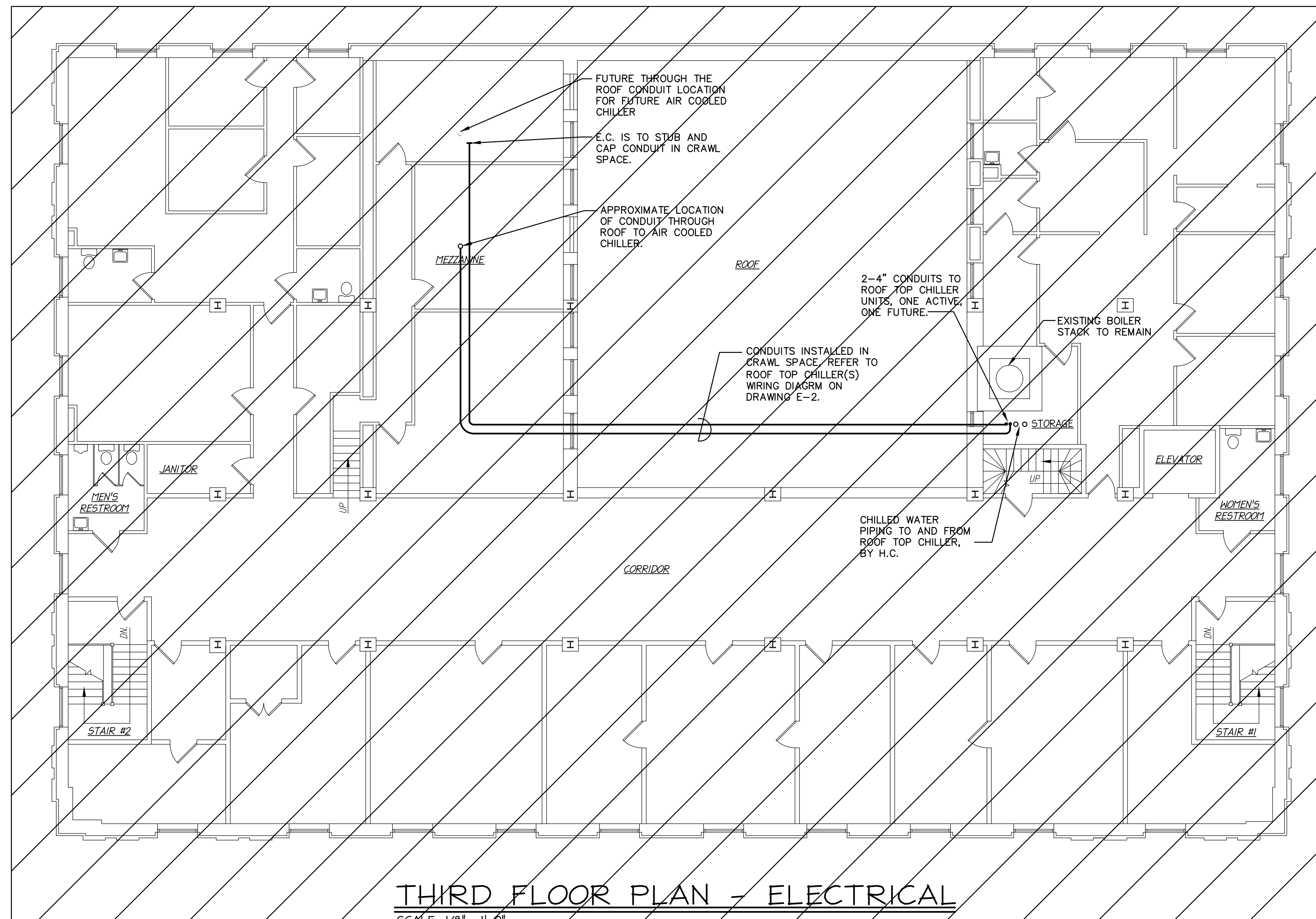
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CAD FILE: \\aheserver\Company Public\Projects\2019\19110 - Allegany County Museum_Chiller Drawings\19110 - E.dwg PLOT DATE/TIME: 12/21/2019 - 6:27am LAST SAVE BY: Bnyonp

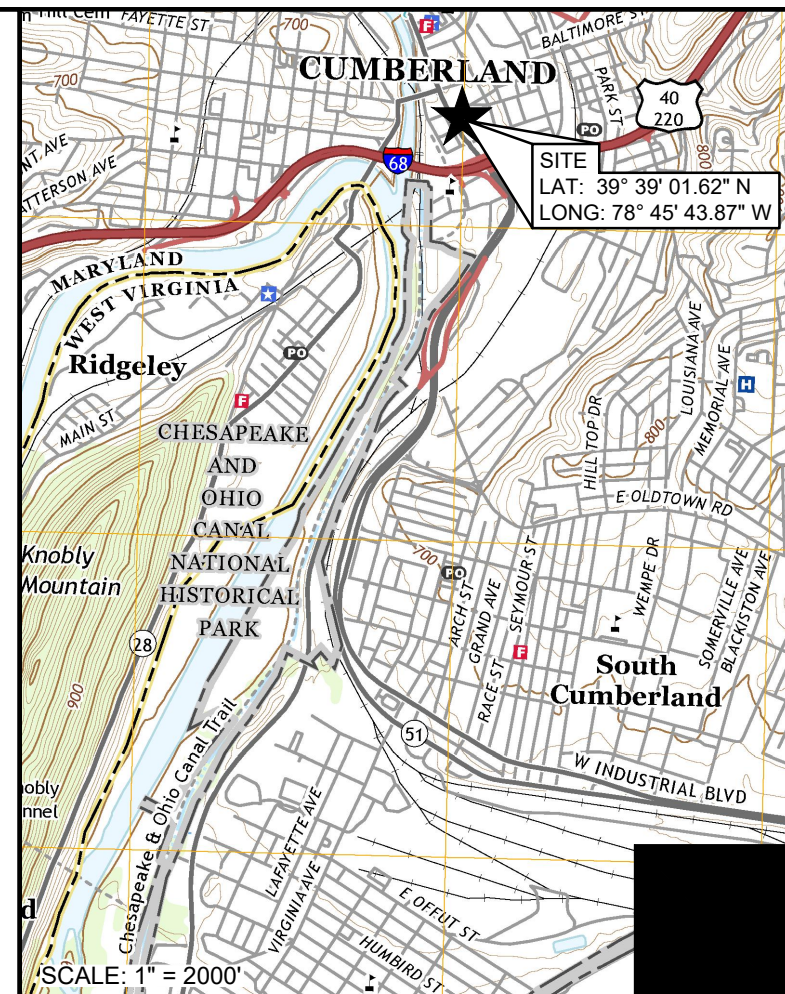
150AMP/3P CIRCUIT BREAKER SECOND FLOOR A/C	150AMP/3P CIRCUIT BREAKER THIRD FLOOR A/C
30AMP/3P CIRCUIT BREAKER POWER FIRST FLOOR	30AMP/3P CIRCUIT BREAKER SUMP PUMPS
250AMP/3P CIRCUIT BREAKER ELEVATOR	350AMP/3P CIRCUIT BREAKER SPARE
SPACE	SPACE
SPACE	SPACE
SPACE	SPACE
SPACE	SPACE
1200AMP/3P MAIN CIRCUIT BREAKER	

(1200 AMP MAIN CIRCUIT BREAKER, 3Φ-4W-120/208 VOLTS 22,000 RMS FAULT CURRENT)

MDP-"A" DETAIL
NO SCALE



THIRD FLOOR PLAN - ELECTRICAL
SCALE: 1/8" = 1'-0"



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Surveyors | Engineers | Planners

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Phone: (301)-687-0494 www.bbasurey.com Fax: (301)-687-0495



REVISIONS	
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DRAWN: BJP DATE: 09/16/2019
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APPROVED: BNY COORD FILE: 18020.CRD

BBA# 2018020

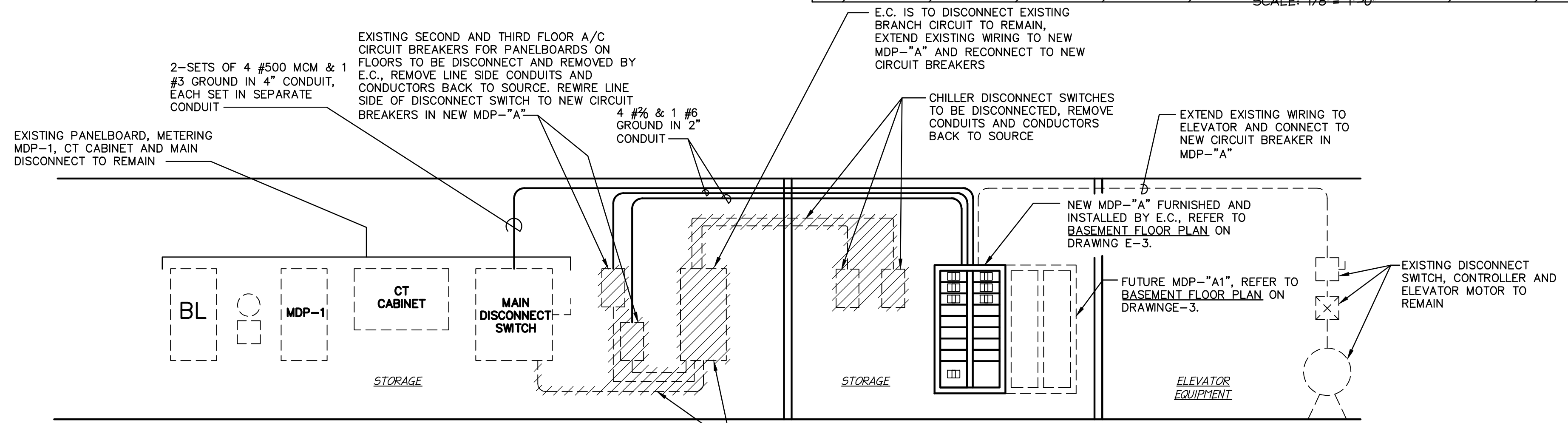
SHEET TITLE:

**THIRD FLOOR PLAN
ELECTRICAL**

ISSUED FOR BIDDING: 9/16/2019

SHEET #:

E-5



PARTIAL MAIN WIRING DIAGRAM
3Φ-4W-120/208 VOLTS
NO SCALE

GENERAL ELECTRICAL NOTES

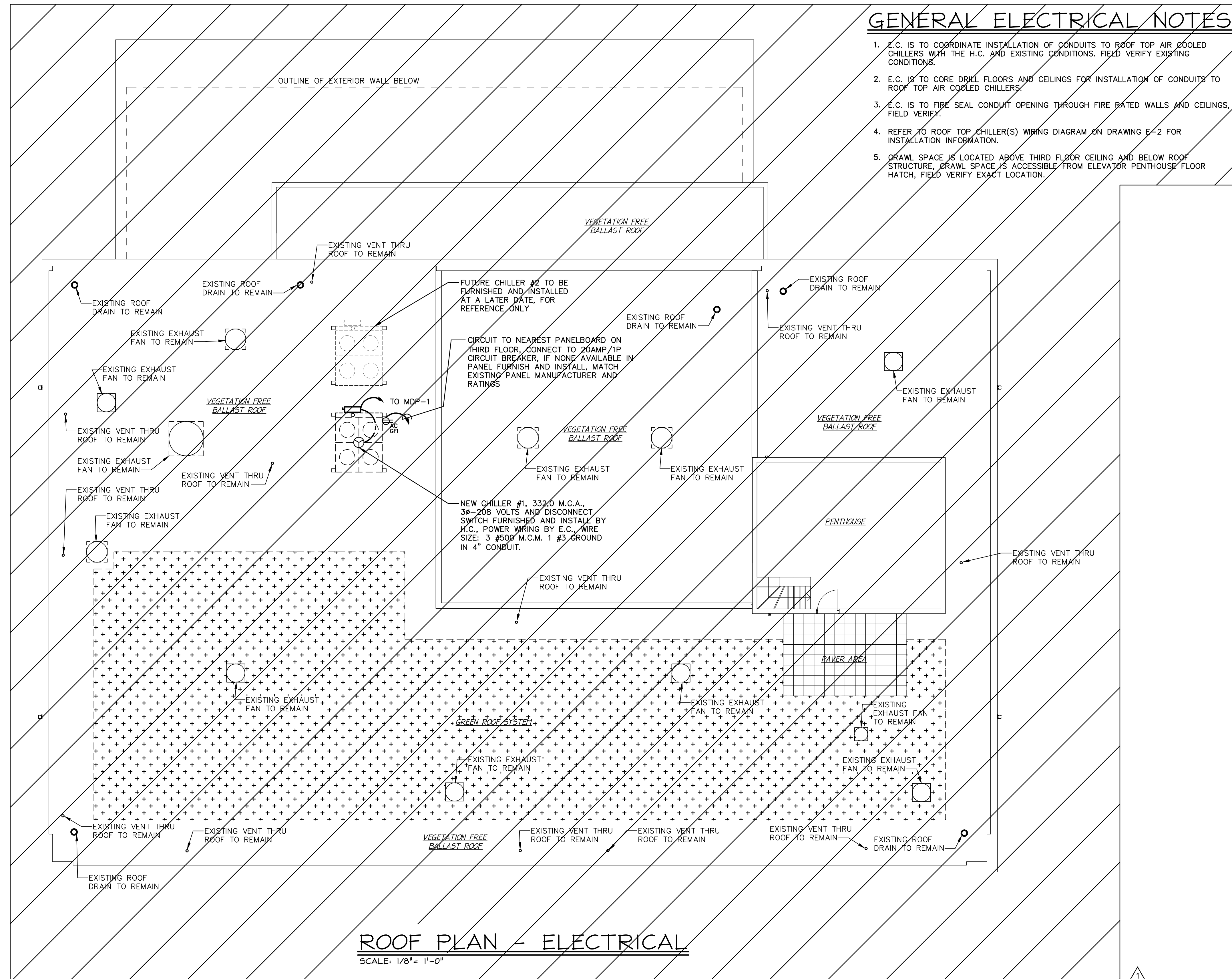
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NOTE:
E.C. IS TO FIELD VERIFY EXACT CONDITIONS AT THE MAIN SERVICE, REPORT ANY CONDITIONS THAT MAY NOT BE REPRESENTED ON WIRING DIAGRAM.

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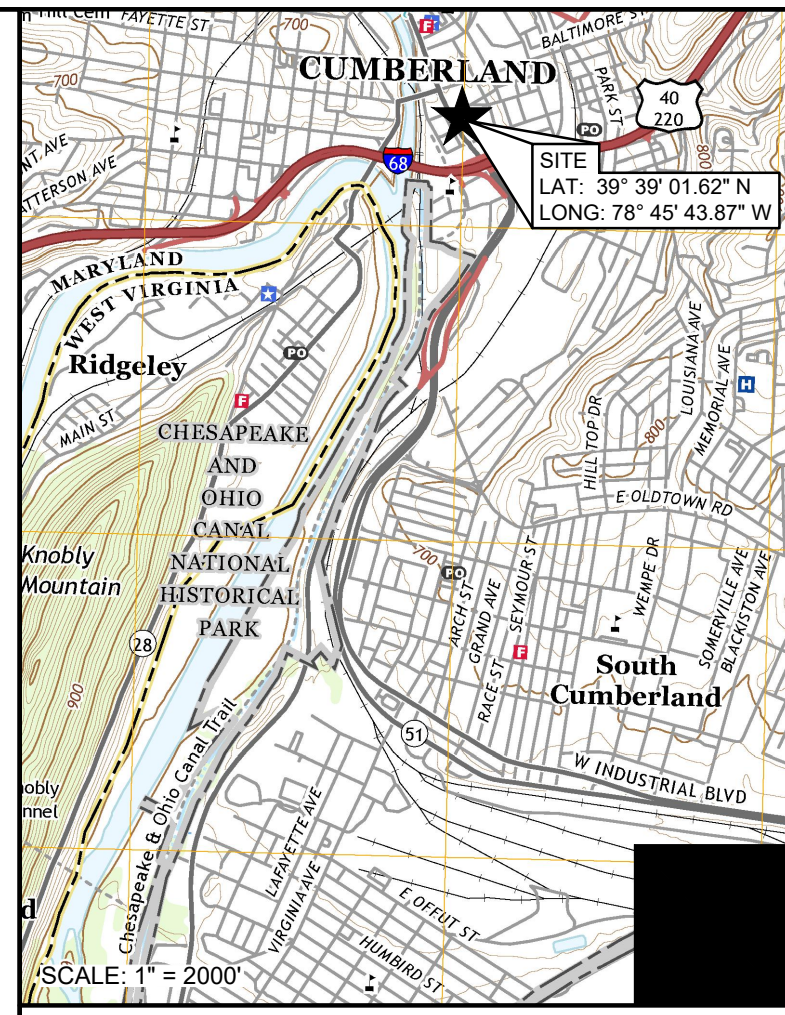
CAD FILE: \\aheserver\Company Public\Projects\2019\19110 - Allegany County Museum - Chiller Drawings\19110 - E6.dwg PLOT DATE/TIME: 12/21/2019 - 6:29pm LAST SAVE BY: BryonP



ROOF PLAN - ELECTRICAL
SCALE: 1/8" = 1'-0"

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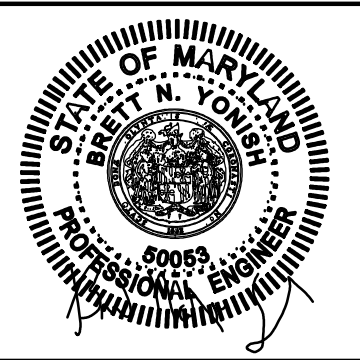
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REVISIONS	
NO.	DESCRIPTION
1	CONFORMING SET

BBA# 2018020

SHEET TITLE:
**ROOF PLAN
ELECTRICAL**
ISSUED FOR BIDDING: 9/16/2019
SHEET #:
E- 6

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Brett Nicholas Yonish
BRETT NICHOLAS YONISH DATE: 09-16-2019

ELECTRICAL SPECIFICATIONS

BASIC ELECTRICAL REQUIREMENTS

SCOPE

- THIS SPECIFICATIONS AND THE CONTRACT DRAWINGS ARE INTENDED TO BE UTILIZED BY THE CONTRACTOR TO INSTALL CERTAIN ELECTRICAL AND COMMUNICATIONS EQUIPMENT, BUT ARE NOT TO BE INTERPRETED TO CONTAIN CERTAIN BASIC SYSTEM INSTALLATION KNOWLEDGE ESSENTIAL FOR A COMPLETE AND QUALITY INSTALLATION.
- THE SELECTIVE DEMOLITION AS SHOWN ON THE DRAWINGS.
- THE MODIFICATION OF EXISTING ELECTRIC SERVICE. (THE FURNISHING AND INSTALLING A NEW MDP)
- THE FURNISHING AND INSTALLING OF POWER WIRING FOR ELECTRICALLY OPERATED EQUIPMENT SET UNDER THIS OR OTHER CONTRACTS.
- THE FURNISHING AND INSTALLING OF AN EMPTY CONDUIT FROM NEW DISTRIBUTION PANEL TO A LOCATION NEAR FUTURE AIR COOLED CHILLER.
- THE FURNISHING AND INSTALLING OF A WATERPROOF CONVENIENCE OUTLET AT THE ROOFTOP EQUIPMENT BEING INSTALLED BY THE H.C.
- THE FURNISHING AND INSTALLING OF CANOPY LIGHTING AS SHOWN.

GENERAL

- THE CONTRACTOR IS TO FURNISH EQUIPMENT, LABOR, MATERIAL TOOLS, SERVICES, FACILITIES AND SUPERVISION NECESSARY FOR INSTALLATION OF THE ELECTRICAL SYSTEMS, IN GENERAL, AS NOTED UNDER THE SCOPE AND MORE FULLY SPECIFIED AND SHOWN ON THE DRAWINGS. THE CONTRACTOR IS TO CAREFULLY EXAMINE THE SITE, EXISTING CONDITIONS, PLANS AND SPECIFICATIONS BEFORE SUBMITTING THEIR PROPOSAL AS THEY WILL BE HELD RESPONSIBLE FOR A COMPLETE INSTALLATION IN EVERY DETAIL.
- EQUIPMENT IS TO BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS FOR THE TYPE AND CAPACITIES OF EACH PIECE OF EQUIPMENT. THE CONTRACTOR IS TO OBTAIN THESE INSTRUCTIONS FROM THE MANUFACTURER AND INCLUDE SAME WITH THE SUBMISSION OF THE EQUIPMENT. THE TYPE, CAPACITY AND APPLICATION OF EQUIPMENT ARE TO BE SUITABLE AND CAPABLE OF SATISFACTORY OPERATION FOR THE PURPOSE INTENDED.

INSTRUCTION TO BIDDERS/CONTRACTORS

- MATERIALS AND EQUIPMENT FURNISHED UNDER THE CONTRACT ARE TO BE "COMMERCIAL QUALITY" NEW AND BEAR THE UNDERWRITER'S LABORATORIES, INC., LABEL WHEREVER A STANDARD HAS BEEN ESTABLISHED BY THE AGENCY. CONSTRUCTION IS TO BE EXECUTED WITH THE MAXIMUM SPEED CONSISTENT WITH GOOD WORKMANSHIP. THE COMPLETE INSTALLATION IS SUBJECT TO THE APPROVAL OF THE ARCHITECT.
- THE COMPLETE ELECTRICAL INSTALLATION IS TO BE SUBJECT TO REGULATIONS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS AND APPLICABLE FEDERAL (INCLUDING OSHA), STATE AND LOCAL CODES, ORDINANCES AND REGULATIONS AND IS HEREBY MADE A PORTION OF THESE SPECIFICATIONS AND IS TO HAVE THE SAME FORCE AS IF PRINTED IN FULL HEREIN.
- ANYTHING DRAWN OR SPECIFIED IS NOT TO CONFLICT WITH ANY LOCAL, MUNICIPAL STATE OR FEDERAL LAW, REGULATION OR ORDINANCE WHICH GOVERNS THE INSTALLATION OF ANY ELECTRICAL OR RELATED WORK. ITEMS ARE NOT TO BE INSTALLED IN CONFLICT WITH ANY CODE OR REGULATION. ANY CONFLICTS ARE TO BE RESOLVED BEFORE INSTALLATION BY THE CONTRACTOR AT NO ADDITIONAL COSTS.
- THE CONTRACTOR IS TO BE SOLELY RESPONSIBLE FOR CONSTRUCTION, MATERIAL AND EQUIPMENT FURNISHED FOR THE CONTRACT UNTIL COMPLETION OF THE PROJECT AND FINAL ACCEPTANCE. DAMAGED WORK OR MATERIALS ARE TO BE REPLACED BY THIS CONTRACTOR AT HIS OWN EXPENSE.
- THE ACTUAL LOCATION OF WIRING, OUTLETS, AND EQUIPMENT IS TO BE DETERMINED AT THE SITE.
- CHANGES NECESSARY DUE TO LACK OF COORDINATION OR BECAUSE OF POOR WORKMANSHIP, AS DETERMINED BY THE ENGINEER ARE TO BE MADE BY THE CONTRACTOR AT NO ADDITIONAL COSTS.
- INSPECTION FEES, BACKCHARGES AND PERMITS AND CERTIFICATES REQUIRED FOR THE INSTALLATION, TESTS AND INSPECTIONS OF WORK PROVIDED UNDER THIS CONTRACT ARE TO BE PAID FOR BY THE CONTRACTOR. PRIOR TO BIDDING, THE CONTRACTOR MUST CONTACT EACH UTILITY AND/OR SERVICE COMPANY TO OBTAIN THEIR EXACT REQUIREMENTS.

COORDINATION

- CHANGES NECESSARY DUE TO LACK OF COORDINATION OR BECAUSE OF POOR WORKMANSHIP ARE TO BE MADE AT NO ADDITIONAL COST TO THE OWNER, I.E., SHOULD ANY CONTRACTOR PROCEED WITH THE INSTALLATION OF EQUIPMENT, PIPE, ETC., PRIOR TO COORDINATING WITH THE OTHER CONTRACTORS AND THAT EQUIPMENT, PIPE, ETC., PREVENTS PROPER INSTALLATION OF WORK OF OTHER TRADES, THE OFFENDING CONTRACTOR IS TO REMOVE AND REPLACE HIS WORK AT HIS OWN COST.
- THE ACTUAL LOCATION OF CONDUIT AND EQUIPMENT IS TO BE DETERMINED AT THE SITE. THE CONTRACTOR IS TO CONFER WITH THE VARIOUS OTHER PROJECT CONTRACTORS AS TO THE LOCATION OF THE DIFFERENT LINES OF PIPES, DUCTS AND EQUIPMENT INSTALLED UNDER THEIR CONTRACTS BEFORE ERECTING ANY WORK IN ORDER TO AVOID INTERFERENCE. THE CONTRACTOR IS TO COOPERATE WITH OTHER CONTRACTORS FOR THE PROPER SECURING AND ANCHORING OF WORK.
- THE CONTRACTOR IS TO VERIFY THE ELECTRICAL REQUIREMENTS FOR MECHANICAL EQUIPMENT WITH THE HEATING, PLUMBING AND GENERAL CONTRACTORS BEFORE PURCHASING ANY ELECTRICAL EQUIPMENT (SWITCHBOARD, PANELBOARDS, CIRCUIT BREAKERS, ETC.) AND WIRING.
- VERIFY ALL APPLIANCES AND EQUIPMENT WITH OWNER PRIOR TO CONSTRUCTION TO VERIFY CORRECT RECEPTACLES, WIRING, BREAKERS, ETC. REQUIRED FOR DEDICATED OUTLETS.
- THE CONTRACTOR IS TO COORDINATE WITH OWNER TO DETERMINE ELECTRICAL DEVICES AND CIRCUITS REQUIRED IN THE FOREMAN'S AND CHARGING AREAS. E.C. TO FURNISH NECESSARY DEVICES, CIRCUITS AND WIRING AS PER NEC.

CUTTING AND PATCHING - NEW CONSTRUCTION

- THE GENERAL CONTRACTOR WILL PROVIDE OPENINGS IN NEW WALLS NECESSARY FOR THE INSTALLATION OF ELECTRICAL WORK PROVIDED THE ELECTRICAL CONTRACTOR LOCATES SUCH OPENINGS IN A TIMELY FASHION (PRIOR TO ERECTION). IF THE WALLS ARE CONSTRUCTED BEFORE SUCH OPENINGS ARE LOCATED, THE ELECTRICAL CONTRACTOR IS TO BE RESPONSIBLE FOR CUTTING AND PATCHING THESE OPENINGS. OPENINGS ARE NOT TO BE CUT BEFORE SECURING PERMISSION FROM THE OWNER.
- OPENINGS IN NEW AND EXISTING ROOF WILL BE CUT AND PATCHED BY THE GENERAL CONTRACTOR.
- NO CUTTING IS TO BE DONE WHICH MAY IN ANY WAY AFFECT THE BUILDING STRUCTURALLY WITHOUT FIRST SECURING THE CONSENT OF THE OWNER.

DUST, DIRT AND NOISE

- THE CONTRACTOR IS TO DO CUTTING AND PATCHING IN A MANNER TO CAUSE THE LEAST DUST, DIRT AND NOISE. WALLS, FLOORS FURNITURE ETC. ARE TO BE PROPERLY PROTECTED BY THE USE OF COVERINGS, DROP CLOTHES OR BARRIERS AS REQUIRED.
- THE INTERIOR PREMISES OF THE BUILDING IS TO BE KEPT AS CLEAN AS POSSIBLE DURING THE ENTIRE CONSTRUCTION.
- AT NO TIME IS THE CONTRACTOR TO INTERFERE WITH THE NORMAL OPERATION OF THE BUILDING BY ALLOWING DEBRIS, EXCESS MATERIALS, ETC., TO REMAIN ON THE PREMISES. DAILY CLEANUP IS REQUIRED.
- DUST AND DIRT ARE TO BE REMOVED IN THE BUILDING AREAS BY THE USE OF AN INDUSTRIAL TYPE VACUUM CLEANER.

PROJECT RECORD DOCUMENTS

- DURING THE PROGRESS OF THE WORK, THE CONTRACTOR, ASSIGNED SUB-CONTRACTORS AND MAJOR SUB-CONTRACTORS EMPLOYED BY THEM, ARE TO MAINTAIN A CURRENT (DAILY) RECORD SET OF CONTRACT DWGS. (PRINTS) AND SPECIFICATIONS, INDICATING THEREON WORK INSTALLED AT VARIANCE WITH SUCH CONTRACT DOCUMENTS, INCLUDING WORK COVERED BY SUPPLEMENTAL CONTRACTS, ADDENDA, CHANGE ORDERS OR OTHER BONA FIDE SOURCES.
- AT THE COMPLETION OF THE CONSTRUCTION WORK AND PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR IS TO FURNISH THE ARCHITECT A COMPLETE SET OF "AS-BUILT" RED-LINED PRINTS INDICATED THEREON CHANGES AND REVISIONS FROM THE ORIGINAL CONTRACTOR DOCUMENTS AND SUCH ADDITIONAL DETAILS AS TO PROVIDE A COMPLETE REFERENCE DOCUMENT FOR USE BY OWNER. IF VARIATIONS AND DETAILS CANNOT BE SHOWN CLEARLY THEREON, THEN THE CONTRACTOR IS TO PREPARE SUPPLEMENTAL DRAWINGS ADEQUATE TO IMPART THE INFORMATION.
- INDICATIONS ON "RECORD" DRAWINGS ARE TO BE EXECUTED IN A LEGIBLE MANNER BY A COMPETENT DRAFTSPERSON, PAID BY THE CONTRACTOR, USING METHODS AND LEGEND PRESENTATIONS APPROVED IN CONFERENCE WITH THE ENGINEER AND COMPATIBLE WITH THE OVERALL SCHEME OF THE ORIGINAL DRAWINGS AS RESPECTS SCALE, DRAWING SHEET SIZES AND SEQUENTIAL INDEXING.
- THE ENGINEER IS TO RECEIVE AND REVIEW "AS-BUILT" DRAWINGS AND GUIDE THE CONTRACTOR IN HIS EXECUTION OF ANY NECESSARY CORRECTIONS.

ELECTRICAL REQUIREMENTS FOR EQUIPMENT INSTALLATION

- CONDUIT AND POWER WIRING OF REQUIRED SIZE AND VOLTAGE FROM A PANELBOARD OR SIMILAR SOURCE ARE TO BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR, TO THE EQUIPMENT FURNISHED BY THE HEATING CONTRACTOR, PLUMBING CONTRACTOR OR GENERAL CONTRACTOR. A JUNCTION BOX OR MEANS OF DISCONNECT (AS REQUIRED) IS TO BE FURNISHED AND INSTALLED AT THE EQUIPMENT BY THE CONTRACTOR FURNISHING THE EQUIPMENT.
- UNLESS OTHERWISE SPECIFIED OR NOTED ON THE DRAWINGS, A FULL COMPLEMENT OF CONTROL COMPONENTS, REQUIRED FOR THE INTENDED USE AND/OR OPERATION OF EQUIPMENT, INCLUDING LINE STARTERS, CONTACTORS, MAGNETIC CONTROLLERS, START-STOP SWITCHES, MULTI-SPEED SWITCHES, STEP CONTROLLERS AND/OR OTHER CONTROL DEVICES REQUIRED WHETHER INTEGRAL OR REMOTE, IS TO BE FURNISHED AND INSTALLED BY THE CONTRACTOR FURNISHING THE EQUIPMENT. THE POWER WIRING (WHERE REQUIRED) THROUGH THESE DEVICES IS TO BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR.
- FURNISHING AND INSTALLING OF CONTROL WIRING FOR CONTROL DEVICES AND PROPER FUNCTIONING OF EQUIPMENT IS TO BE THE RESPONSIBILITY OF THE CONTRACTOR FURNISHING THE EQUIPMENT.
- THE ELECTRICAL CONTRACTOR IS TO BE RESPONSIBLE FOR POWER CONNECTIONS TO EQUIPMENT AND FOR PROPER ROTATION OF MOTORS.
- THE APPROXIMATE LOCATION OF MOTORS AND CONTROL EQUIPMENT IS INDICATED ON THE DRAWINGS. THE CONTRACTOR IS TO MAKE ALLOWANCE FOR RELOCATIONS THAT MAY DEVELOP AT THE TIME OF INSTALLATION. THE EXACT LOCATION OF THE EQUIPMENT WILL BE DETERMINED AT THE SITE BY THE ARCHITECT, THE CONTRACTOR WHOSE EQUIPMENT IS BEING INSTALLED AND THE ELECTRICAL CONTRACTOR.

WEATHERPROOF LOCATIONS

- ELECTRICAL APPARATUS INSTALLED OUTSIDE OF THE BUILDING OR IN ANY MANNER EXPOSED TO THE WEATHER IS TO BE OF WEATHERPROOF CONSTRUCTION.
- OUTLET BOXES FOR WEATHERPROOF CONSTRUCTION ARE TO BE OF THE CAST CONDUIT TYPE, ZINC OR CADMIUM PLATED WITH MATCHING GASKET COVERS.
- THE ENDS OF CONDUIT ARE TO BE SEALED WITH DUCT SEAL AT TERMINAL POINTS IN WEATHERPROOF LOCATIONS.

WIRING SYSTEMS AND DEVICES

RIGID CONDUIT

- CONDUIT IS TO BE HEAVY WALL, RIGID STEEL, MANUFACTURED OF MILD STEEL TUBE OF UNIFORM THICKNESS AND SMOOTH CIRCULAR BORE APPROVED FOR USE AS AN ELECTRICAL RACEWAY AND CONFORM TO THE FEDERAL SPECIFICATIONS WW-C-581, AND BE ZINC-COATED, GALVANIZED OR SHERADIZED INSIDE AND OUTSIDE. FACTORY THREADED CONDUIT IS TO BE FURNISHED WITH PROTECTIVE COATED THREADS. CONDUIT IS TO BE H.K. PORTER COMPANY, YOUNGSTOWN SHEET AND TUBE COMPANY OR TRIANGLE CONDUIT AND CABLE COMPANY.
- CONDUITS ARE TO BE ASSEMBLED WITH GALVANIZED HEAVY WALL THREADED COUPLINGS AND FITTINGS.

ELECTRICAL METALLIC TUBING

- ELECTRICAL METALLIC TUBING IS TO BE MADE OF COLD ROLLED STEEL, OXYACETYLENE WELDED TO FORM A PERFECTLY TRUE TUBE OF UNIFORM THICKNESS. TUBING IS TO BE PICKLED AND CLEANED TO REMOVE SCALE AND FOREIGN SUBSTANCES AND THEN GALVANIZED. ELECTRICAL METALLIC TUBING IS TO CONFORM TO FEDERAL SPECIFICATIONS WW-C-806A. TUBING IS TO BE H.K. PORTER COMPANY, YOUNGSTOWN SHEET AND TUBE CO. OR TRIANGLE CONDUIT AND CABLE COMPANY.
- ELECTRICAL METALLIC TUBING IS TO BE ASSEMBLED BY USE OF THREADED OR SET-SCREW TYPE CONNECTORS AND COUPLINGS. THREADED TYPE FITTINGS ARE TO BE TIGHTENED WITH WRENCHES. SET SCREW TYPE FITTINGS ARE TO HAVE CAPTIVE TYPE SCREWS. COUPLINGS AND FITTINGS ARE TO BE AS MANUFACTURED BY THOMAS AND BETTS CO., ETP DIVISION OF BURGO INDUSTRIES, STEEL CITY OR RACO. SET SCREW FITTINGS 1/2" AND LARGER ARE TO HAVE DUAL SET SCREWS.

FLEXIBLE METALLIC CONDUIT

- FLEXIBLE METALLIC CONDUIT IS TO BE HOT DIPPED, GALVANIZED STEEL CONSTRUCTION WITH INTERLOCKING CONVULSIONS, CONFORMING TO FEDERAL SPECIFICATION WW-C-566.
- FLEXIBLE CONDUIT IS TO BE ATTACHED TO RIGID CONDUIT, FIXTURES OR BOXES WITH MALLEABLE IRON, GALVANIZED COUPLINGS.

FLEXIBLE LIQUID-TIGHT METALLIC CONDUIT

- FLEXIBLE CONDUIT IS TO BE CONSTRUCTED WITH GALVANIZED STEEL CORE WHICH HAS EXTRUDED POLYVINYL CHLORIDE COVER. FLEXIBLE CONDUIT IS TO BE ASSEMBLED WITH FITTINGS MANUFACTURED FOR USE WITH FLEXIBLE, LIQUID-TIGHT CONDUIT. CONDUIT IS TO BE ANACONDA "SEALTITE" TYPE UA, WITH BONDING CONDUCTOR, STEEL CITY OR RACO.
- CONDUIT IS TO BE ASSEMBLED BY USE OF LIQUID-TIGHT INSULATED CONNECTORS MANUFACTURED BY THOMAS AND BETTS COMPANY, RACO OR STEEL CITY.
- CONDUIT AND FITTINGS ARE TO BE UNDERWRITERS' LABORATORIES, INC. APPROVED.

METAL CLAD TYPE 'MC' CABLE

- TYPE 'MC' CABLE IS TO BE CONSTRUCTED OF GALVANIZED STEEL ARMOR JACKET. CONDUCTORS ARE TO BE SOLID COPPER IN SIZES FROM 14 THRU 8 AND STRANDED COPPER IN SIZES FROM 6 THRU 1. CONDUCTORS ARE TO BE INSULATED WITH THHN-90° C INSULATION. EACH CABLE IS TO INCLUDE AN INTERNAL INSULATED COPPER EQUIPMENT GROUND CONDUCTOR MADE OF COPPER. 600 VOLTAGE RATED.
- CABLE FITTINGS ARE TO BE UNDERWRITERS' LABORATORIES, INC., APPROVED.
- PROVIDE ANTI-SHORT DEVICES AT TERMINATIONS.
- INSTALLATION OF TYPE 'MC' CABLE IS TO BE IN A WORKMANLIKE MANNER. "SPAGHETTI" TYPE INSTALLATION IS NOT PERMITTED.
- 'MC' TYPE CABLE CONNECTED TO SURFACE MOUNTED PANELS ARE TO BE ENCLOSED IN SUITABLE METAL ENCLOSURES FROM PANELBOARDS TO CEILING AND FROM PANELBOARDS TO FLOOR. ENCLOSURES ARE TO BE PAINTED TO MATCH PANELBOARD.

CONDUIT SUPPORTS

- EXPOSED CONDUITS ARE TO BE SECURELY FASTENED IN PLACE ON A MAXIMUM FIVE (5) FOOT INTERVALS. HANGERS, SUPPORTS OR FASTENINGS ARE TO BE PROVIDED AT EACH ELBOW AND AT THE END OF EACH STRAIGHT RUN TERMINATING AT A BOX OR CABINET.
- HORIZONTAL AND VERTICAL RUNS ARE TO BE SUPPORTED BY ONE HOLE MALLEABLE STRAPS, CLAMP-BACKS OR OTHER APPROVED DEVICES WITH SUITABLE BOLTS, EXPANSION SHIELDS (WHERE NEEDED BEAM CLAMPS FOR MOUNTING TO BUILDING STRUCTURE OF SPECIAL BRACKETS).
- ADJUSTABLE HANGERS MAY BE USED TO SUSPEND CONDUITS TWO (2) INCHES AND LARGER WHEN SEPARATELY LOCATED.
- IF ADJUSTABLE TRAPEZE HANGERS ARE USED TO SUPPORT GROUPS OF PARALLEL CONDUITS, U-BOLTS OR SIMILAR TYPE CLAMPS ARE TO BE USED AT THE END OF EACH ELBOW J-BOLT OR APPROVED CLAMPS ARE TO BE INSTALLED ON EACH THIRD INTERMEDIATE TRAPEZE HANGER TO FASTEN EACH CONDUIT.
- HANGERS ARE TO BE MADE OF DURABLE METALLIC MATERIALS SUITABLE FOR APPLICATION AND BE CORROSION PROTECTED SUITABLE FOR THIS AREA.
- THE USE OF PERFORATED IRON STRAPS FOR SUPPORT WILL NOT BE PERMITTED REGARDLESS OF CONDUIT SIZE.
- STRENGTH OF THE SUPPORTING EQUIPMENT IS TO BE OF SIZE AND TYPE TO SUPPORT TWO AND ONE HALF (2-1/2) TIMES THE COMBINED WEIGHT OF THE CONDUIT HANGER, CABLES, ETC., BEING SUPPORTED.

BUSHINGS AND LOCKNUTS

- BUSHINGS FOR CONDUITS 1" AND SMALLER MAY BE TYPE A. THOSE FOR CONDUITS 1 1/2" AND LARGER ARE TO BE INSULATING MALLEABLE IRON, TYPE B. USE O.Z., STEEL CITY OR EQUAL.
- LOCKNUTS UP TO AND INCLUDING 2" SIZE ARE TO BE THE GALVANIZED STANDARD WEIGHT TYPE. LOCKNUTS 2 1/2" AND LARGER ARE TO BE THE HEAVY DUTY CAST TYPE. USE STEEL CITY, RACO OR EQUAL.
- CONNECTORS ARE TO INSURE POSITIVE GROUND CONTINUITY.

SHOP DRAWINGS

- THE CONTRACTOR IS TO SUBMIT DETAILED SHOP DRAWINGS AND DESCRIPTIVE DATA FOR EACH ITEM OF EQUIPMENT TO THE ENGINEER FOR APPROVAL. THE FOLLOWING IS A LIST OF ITEM CATEGORIES FOR WHICH SHOP DRAWINGS ARE TO BE SUBMITTED TO THE ENGINEER:
 - WIRING DEVICES (RECEPTACLES)
 - CIRCUIT BREAKER DISTRIBUTION PANELBOARD.
 - DISCONNECT SWITCHES

CONTINUITY OF SERVICE

- UNINTERRUPTED ELECTRICAL SERVICE IS TO BE MAINTAINED DURING THE ENTIRE TIME REQUIRED FOR THE COMPLETE INSTALLATION OF THE WORK CONTEMPLATED UNDER THESE SPECIFICATIONS AND DRAWINGS.
- THE CONTRACTOR IS TO ARRANGE HIS WORK AND PROCEED IN SUCH A MANNER AS WILL LEAST INTERFERE WITH THE NORMAL USE OF THE BUILDING AND FACILITIES. TEMPORARY EQUIPMENT, CABLE AND WHATEVER ELSE IS NECESSARY ARE TO BE PROVIDED AS REQUIRED TO MAINTAIN ELECTRICAL SERVICE. TEMPORARY SERVICE FACILITIES, IF REQUIRED AT ANY TIME, ARE NOT TO BE DISCONNECTED OR REMOVED UNTIL NEW SERVICES ARE PLACED IN PROPER OPERATION.
- IF ANY SERVICE OR SYSTEM MUST BE INTERRUPTED, THE CONTRACTOR IS TO REQUEST PERMISSION IN WRITING STATING THE DATE, TIME, ETC., THAT SYSTEM OR SERVICE IS TO BE INTERRUPTED AND THE AREAS AFFECTED. THIS REQUEST IS TO BE MADE IN SUFFICIENT TIME FOR PROPER ARRANGEMENTS TO BE MADE. WRITTEN PERMISSION IS TO BE OBTAINED FROM THE OWNER BEFORE INTERRUPTING THE ELECTRICAL SERVICE.
- INTERRUPTIONS OF ELECTRICAL SERVICE AND WORK ARE TO BE DONE AT THE TIME DESIGNATED BY THE ARCHITECT AND OWNER.

INSTRUCTIONS AND MAINTENANCE MANUALS

- THIS CONTRACTOR IS TO FURNISH THE SERVICES OF COMPETENT PERSONNEL TO INSTRUCT EMPLOYEES DESIGNATED BY THE ARCHITECT IN THE PROPER OPERATION AND MAINTENANCE OF THE EQUIPMENT AND SYSTEMS INSTALLED UNDER THE CONTRACT.
- A LETTER OF CERTIFICATION ITEMIZING THE EQUIPMENT, SYSTEM, INSTRUCTOR AND BEARING THE SIGNATURE OF THE INSTRUCTORS AND EMPLOYEES INSTRUCTED IS TO BE DELIVERED TO THE ARCHITECT UPON FINAL COMPLETION OF THE PROJECT.
- THE CONTRACTOR IS TO FURNISH THE OWNER WITH THREE (3) COPIES OF A BOUND "MAINTENANCE MANUALS" CONTAINING COMPLETE OPERATING INSTRUCTIONS, PREVENTIVE MAINTENANCE PROCEDURES, MANUFACTURERS' CATALOG NUMBERS AND COMPLETE DESCRIPTION AND PARTS LIST OF EACH PIECE OF EQUIPMENT FURNISHED UNDER THE CONTRACT.

BALANCING

- THE SYSTEM OF FEEDER AND BRANCH CIRCUITS FOR POWER AND LIGHTING IS TO BE CONNECTED TO PANELBOARD BUSES IN SUCH A MANNER THAT LOADS CONNECTED THERETO WILL BE BALANCED ON EACH PHASE AS CLOSELY AS PRACTICAL. SHOULD THERE BE ANY UNFAVORABLE CONDITION OF BALANCE ON ANY PART OF THE ELECTRIC SYSTEMS, THE ELECTRICAL CONTRACTOR IS TO MAKE SUCH CHANGES THAT MAY BE SUGGESTED BY THE ARCHITECT TO REMEDY THE UNBALANCED CONDITION AT NO ADDITIONAL COST.

EQUIPMENT TESTS

- WHEN THE INSTALLATION IS COMPLETE AND READY FOR ACCEPTANCE, TESTS AND INSPECTION ARE TO BE MADE BY THIS CONTRACTOR IN THE PRESENCE OF THE ARCHITECT TO ASCERTAIN COMPLIANCE WITH THE CONTRACT.
- THE CONTRACTOR IS TO IMMEDIATELY REMEDY DEFECTS AND SHORTCOMINGS. ADDITIONAL TESTS ARE TO BE PERFORMED AT NO ADDITIONAL CONTRACT COST.
- EQUIPMENT FURNISHED TO THE ELECTRICAL CONTRACTOR BY ANOTHER CONTRACTOR IS TO BE TESTED IN THE PRESENCE OF THAT CONTRACTOR TO DETERMINE SATISFACTORY OPERATION AND PERFORMANCE OF FUNCTION INTENDED.
- DO TESTING WHEN SO DIRECTED BY THE ARCHITECT BEFORE FINAL ACCEPTANCE.

ELECTRICAL TESTS

- THE CONTRACTOR IS TO MAKE VOLTAGE AND MEGGER TESTS OF CIRCUITS AS REQUESTED BY THE ARCHITECT AND/OR ANY INSPECTION DEPARTMENT HAVING JURISDICTION. THE ELECTRICAL CONTRACTOR IS TO FURNISH AND INSTALL EQUIPMENT AND LABOR REQUIRED FOR THESE TESTS.

SLEEVES AND LINTELS

- THE CONTRACTOR IS TO FURNISH AND SET SLEEVES FOR CONDUITS PASSING THROUGH EXTERIOR MASONRY WALLS ABOVE GRADE, WATERPROOF WALLS AND THROUGH ROOFS. SLEEVES ARE TO BE CONSTRUCTED OF 20 GAUGE GALVANIZED STEEL AND BE FINISHED FLUSH ON BOTH SIDES OF THE WALL.
- THE CONTRACTOR IS TO BE RESPONSIBLE FOR LOCATING SLEEVES AND LINTELS FOR CONDUITS PASSING THROUGH EXTERIOR MASONRY WALLS ABOVE GRADE, WATERPROOF WALLS AND THROUGH ROOFS.
- SLEEVES TO BE FURNISHED AND PROPERLY INSTALLED AND SECURELY CEMENTED IN PLACE BY THE CONTRACTOR.

GUARANTEE

- THE CONTRACTOR IS TO GUARANTEE FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE IN WRITING BY THE ENGINEER THAT MATERIAL, EQUIPMENT AND WORKMANSHIP, FURNISHED UNDER THE CONTRACT, ARE FREE FROM DEFECTS. THE CONTRACTOR IS TO REPLACE ANY EQUIPMENT OR MATERIAL FOUND DEFECTIVE WITHIN THE GUARANTEE PERIOD AT NO COST TO THE OWNER.

MISCELLANEOUS STEEL

- FURNISH AND INSTALL NECESSARY STEEL ANGLES, BEAMS, CHANNELS, HANGER RODS AND OTHER SUPPORTS FOR EQUIPMENT AND PIPING FURNISHED UNDER THIS CONTRACT REQUIRING SUPPORT OR SUSPENSION FROM BUILDING STRUCTURE EXCEPT SUPPORT STEEL WHERE OTHERWISE NOTED ON THE PLANS.

FIREPROOFING

- WHERE CONDUITS, BOXES OR EQUIPMENT OF ANY TYPE PASS THROUGH FIRE RATED CEILINGS, FLOORS AND WALLS, THE CONTRACTOR IS TO THOROUGHLY SEAL SUCH OPENINGS WITH HIGH TEMPERATURE FIRE RESISTING MATERIALS. O.Z./GEDNEY FIRE-SEAL FITTINGS OR APPROVED EQUAL, IS TO BE USED AT OPENINGS. THE CONTRACTOR IS TO BE RESPONSIBLE FOR PROVIDING NECESSARY FIRE RESISTANT MATERIALS AND COVERS, WHERE FIRE RATED PORTIONS OF THE BUILDING STRUCTURE ARE PENETRATED UNDER THIS CONTRACT, IN ACCORDANCE WITH THE REQUIREMENTS OF NFPA, AND OTHER APPLICABLE CODES.
- HOLES, VOIDS AND SLEEVES CREATED OR INSTALLED TO EXTEND ELECTRICAL SYSTEMS THROUGH WALLS OR CEILINGS TO BE SEALED BY THE CONTRACTOR WITH AN INTRUMESCENT MATERIAL CAPABLE OF EXPANDING UP TO 8 TO 10 TIMES WHEN EXPOSED TO TEMPERATURES BEGINNING AT 250°F. IT IS TO BE U.L. CLASSIFIED AND HAVE APPROPRIATE CODE APPROVED RATINGS FOR THREE (3) HOURS PER A.S.T.M. E-814.
- ACCEPTABLE MATERIALS ARE TO BE 3M BRAND FIRE BARRIER PENETRATION SEALING SYSTEMS CAULK, PUTTY, STRIP AND SEAL FORMS OR APPROVED EQUAL. METHOD OF APPLICATION IS TO BE IN ACCORDANCE WITH MANUFACTURER'S LATEST RECOMMENDATIONS WHICH ARE TO BE FURNISHED AS PART OF THE "SHOP DRAWINGS".
- GENERALLY, BLOCKING MATERIALS ARE TO BE METAL; HOWEVER, SHOULD WOOD BLOCKING BE UTILIZED AT ANY LOCATION, THE BLOCKING MUST BE MADE FIRE-RESISTANT.

WEATHERPROOF LOCATIONS

- ELECTRICAL APPARATUS INSTALLED OUTSIDE OF THE BUILDING OR IN ANY MANNER EXPOSED TO THE WEATHER IS TO BE OF WEATHERPROOF CONSTRUCTION.
- OUTLET BOXES FOR WEATHERPROOF CONSTRUCTION ARE TO BE OF THE CAST CONDUIT TYPE, ZINC OR CADMIUM PLATED WITH MATCHING GASKET COVERS.
- THE ENDS OF CONDUIT ARE TO BE SEALED WITH DUCT SEAL AT TERMINAL POINTS IN WEATHERPROOF LOCATIONS.

MOVING OUTLETS

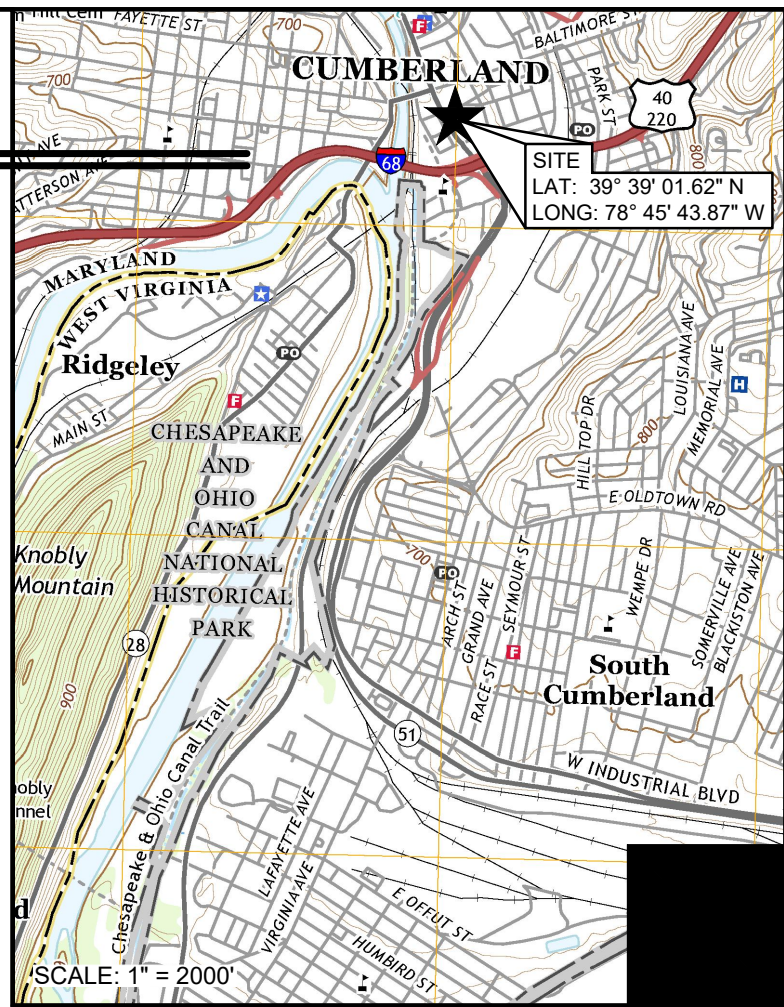
- THE OWNER, THROUGH HIS REPRESENTATIVE, RESERVES THE RIGHT TO MOVE ANY OUTLET A DISTANCE OF TEN (10) FEET BEFORE ROUGHING IN WITHOUT ADDITIONAL COST.

CONVENIENCE OUTLETS

- AT EACH CONVENIENCE OUTLET INDICATED AT THE EXTERIOR OF THE BUILDING, AND AT OTHER LOCATIONS NOTED, FURNISH AND INSTALL A FLUSH 20 AMPERE DUPLEX, GROUNDING TYPE, WALL RECEPTACLE, SIMILAR TO HUBBELL, INC. GFT20, PASS AND SEYMOUR, KEVTON OR APPROVED EQUIVALENT, COVERPLATE OVER RECEPTACLE IS TO BE A WEATHERPROOF, WHILE-IN-USE TYPE. RECEPTACLES ARE TO MATCH EXISTING COLOR OF EXISTING DEVICES.
- RECEPTACLES INSTALLED IN WET OR DAMP LOCATIONS TO BE LABELED "WEATHER-RESISTANT".

DELETE WORK CROSSHATCHED ON THIS DRAWING.

PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 50053, EXPIRATION DATE: 10-13-2020
Brett Nicholas Yonish
BRETT NICHOLAS YONISH DATE 09-16-2019



PROJECT:
**RESTORATION AND CONVERSION
PHASE III AT ALLEGANY MUSEUM
3 PERSHING STREET
CITY OF CUMBERLAND
ZONING DISTRICT: LOCAL BUSINESS
ELECTION DISTRICT: 14-000
ALLEGANY COUNTY, MARYLAND**

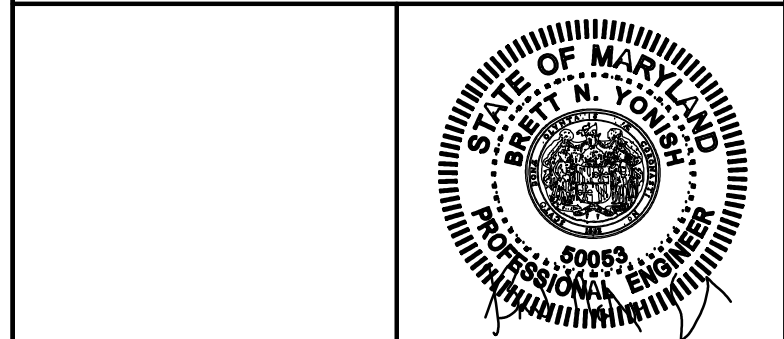
CLIENT:
**ALLEGANY MUSEUM
3 PERSHING STREET
CUMBERLAND, MARYLAND 21502**



CONSULTANT:
East Hills Engineering Associates
BUILDING SYSTEMS DESIGN ENGINEERS
A LIMITED LIABILITY COMPANY
814.467.6877
541 MAIN STREET
WINDBER, PENNSYLVANIA 15963
MECHANICAL/ELECTRICAL/PLUMBING

bba
Surveyors | Engineers | Planners

Bennett Brewer & Associates, LLC
23 East Main Street, Suite 200 Frostburg, Maryland 21532
Phone (301)-687-0494 www.bbasurvey.com Fax (301)-687-0495



REVISIONS	
NO.	DESCRIPTION
1	CONFORMING SET

DRAWN: BJP DATE: 09/16/2019
CHECKED: BNY SCALE: AS NOTED
APPROVED: BNY COORD FILE: 18020.CRD

BBA# 2018020

SHEET TITLE:

**ELECTRICAL
SPECIFICATIONS**

ISSUED FOR BIDDING: 9/16/2019

SHEET #:

E - 7

CAD FILE: \\hessserver\Company Public\Projects\2019\19110 - Allegany County Museum\Chiller Drawings\19110 - E7 (SPEC).dwg
LAST SAVE BY: CHINA
PLOT DATE/TIME: 12/21/2019 - 6:30am

File Attachments for Item:

3. 515 Greene Street – Jane Gates House – COA20-00010 – Request to undertake structural stabilization work – Tim Hoffman (EADS Architects, Inc.), applicant



CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF COMMUNITY DEVELOPMENT

37N. LIBERTY STREET, CUMBERLAND, MD 2102 • PHONE 301-399-6442 • FAX 301-399-6442 • TDD 301-731-2258

www.cumberlandmd.gov

PERMIT NO. COA20-000010

CERTIFICATE OF APPROPRIATENESS

See attached for information which may be requested by the Historic Preservation Commission, as deemed necessary.

LOCATION: 515 GREENE ST
OWNER: GATES JOHN E-SUKHVINDER
APPLICANT _____

Timothy Hoffman

File Date: 10/26/2020

Work Description: Structural Stabilization Project

Table with 2 columns: Description, Total Cost. Row 1: Certificate of Appropriateness Review Fee, 30.00. Row 2: TOTAL AMOUNT: 30.00

Proposed Work: Structural Stabilization Project

Subject: However to revocation by the HPC in the case the afore named construction is not in compliance with the requirements of the City Ordinance related to Historic Preservation, especially Ordinance No. 3208. H.P.C Chairman _____ H.P.C Secretary _____ statement: I hereby agree to comply with all regulations which are applicable hereto, and further agree that the proposed work shall be faithfully carried out as described on this request and as shown on the plans accompanying same, and not otherwise. This application hereby expires six months following the file date if no action is taken to start specific work. Also, this application will expire six months following the file date if the applicant fails to provide additional information as requested by the HPC or its staff in order for the Commission to render a decision.

Signed:

[Handwritten signature]













Memorandum

TO: KATHY MCKENNEY
FROM: TIM HOFFMAN
DATE: 10/26/2020
SUBJECT: JANE GATES HERITAGE HOUSE
STRUCTURAL STABILIZATION
PROJECT



EADS Architects Inc.

450 Aberdeen Drive
Somerset, PA 15501
(814) 445-2470
Fax: (814) 443-2748

50 N MECHANIC ST,
Cumberland, MD 21502
(301) 777-7878
Fax: (301) 777-8391

THE STRUCTURAL STABILIZATION PROJECT SCOPE OF WORK IS AS FOLLOWS:

1. INSTALL PIERS AND BEAM IN BASEMENT
2. INSTALL IVANY BLOCK WALL ON INSIDE FACE OF EXISTING WEST SIDE STONE FOUNDATION WALL TO STABILIZE THE EXISTING WALL
3. INSTALL IVANY BLOCK OR Poured CONCRETE PIER WITH LVL BEAMS UNDER THE EXISTING PORCH TO ADD ADDITIONAL SUPPORT FOR THE PORCH DECK
4. INSTALL FOUNDATION (FRENCH) DRAIN PIPE ON THE WEST, NORTH AND EAST SIDES OF THE HOUSE PERIMETER TO HELP REDUCE WATER INFILTRATION INTO THE BASEMENT AND CRAWL SPACE
5. RAISE THE NORTHEAST EXISTING ONE-STORY PREVIOUS ADDITION SO IT IS MORE LEVEL AND INSTALL SUPPORT PIERS. PIERS WILL BE HIDDEN BY A WOOD BAND BOARD AFTER INSTALLATION
6. REPOINT EXISTING STONE FOUNDATION WALL AS NEEDED FOLLOWING THE NATIONAL PARK SERVICE, U.S. DEPT. OF THE INTERIOR PRESERVATION BRIEF 2: REPOINTING MORTAR JOINTS IN HISTORIC MASONRY BUILDINGS.

* SEE PROJECT DRAWINGS FOR ADDITIONAL INFORMATION

Memorandum

TO: KATHY MCKENNEY
FROM: TIM HOFFMAN, AIA
DATE: 10/26/2020
SUBJECT: JANE GATES HERITAGE HOUSE
CONSTRUCTION MATERIALS



EADS Architects Inc.

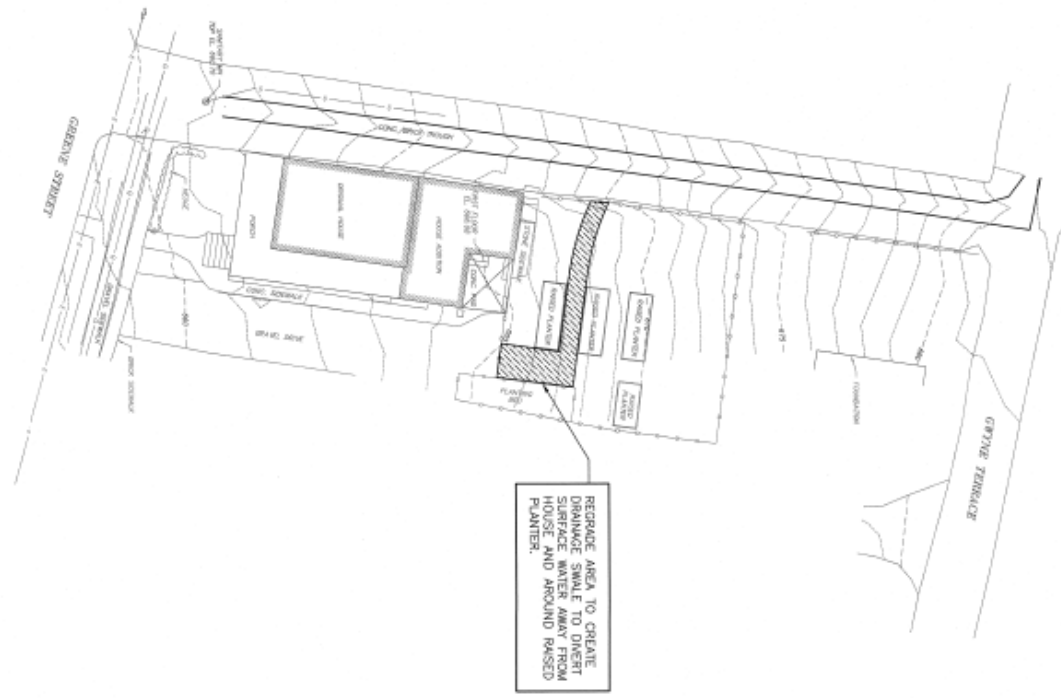
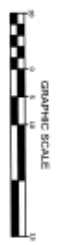
450 Aberbeen Drive
Somerset, PA 15501
(814) 445-2470
Fax: (814) 443-2748

81 Baltimore Street,
Suite 600
Cumberland, MD 21502
(301) 777-7878
Fax: (301) 777-8391

THE MATERIALS USED FOR THIS PROJECT
WILL MAINLY BE "IVANY" BLOCK AND
POURED CONCRETE, NONE OF WHICH
WILL BE EXPOSED TO VIEW.



EXISTING SITE PLAN
SCALE: 1" = 10'
1/17 CUMBERLAND NATIONAL



Professional Certification
I certify that these documents were prepared or approved by me, and that I am a duly licensed architect under the laws of the State of Maryland, license number 25623, expiration date 08/31/2023.

Drawing No.
1 OF 2

STABILIZATION PROJECT
AT THE
JANE GATES HERITAGE HOUSE
515 BREWER STREET, CUMBERLAND, MARYLAND 21602
EXISTING SITE PLAN

EADS ARCHITECTS INC.
20 EAST BIRCH COUNTRY
50 N. MECHANIC STREET
CUMBERLAND, MD. 21502
Phone: 301-777-7878
www.eadsgrp.com

Scale	No.	Revisions	Date
AS NOTED			
Drawn By			
Checked By			
Project No.			
File No.			

Seal

 Date: 09/25/2020



Maryland
DEPARTMENT OF PLANNING
MARYLAND HISTORICAL TRUST

11/5/2020

Timothy B. Hoffman, AIA
EADS Architects Inc.
50 North Mechanic Street
Cumberland, MD 21502

Dear Mr. Hoffman:

This letter serves as confirmation of the Maryland Historical Trust's (MHT) approval of proposed work at the Jane Gates House located at 515 Greene Street, Cumberland, Maryland as described below.

1. The general scope of work as described in FY2017 and FY2018 grant applications for the African American Heritage Preservation Program received approval in the form of a finding of "no adverse effect on historic properties" from MHT's Compliance Unit for compliance with Section 106 requirements of the National Historic Preservation Act on May 11, 2017 and June 29, 2018 respectively.
2. The specific scope of work as submitted by EADS Architects to MHT on October 8, 2020 in drawings 1 and 2 dated September 25, 2020 is approved by MHT grant staff as meeting all requirements of the grant through the African American Heritage Preservation Program.

MHT concurs that the work in the drawings submitted October 8, 2020 and dated September 25, 2020 may proceed provided all other required local, state, and/or federal permitting has been fulfilled.

Sincerely,

Charlotte Lake, Ph.D.
Capital Grant and Loan Programs Administrator



**Certificate of Appropriateness Application
Presentation of Information
By Kathy McKenney**

COA#20*-100010

Jane Gates House

Address: 515 Greene Street

Project Contact: Tim Hoffman, Eads

The applicant has submitted the Certificate of Appropriateness for purposes of addressing structural stabilization needs at the Jane Gates House. Although most of the undertaking will take place outside of view from the public right of way, these improvements will be critical to ensuring that the structure maintains structural integrity while planning for additional rehabilitation on the property.

Specification sheets have been included with the application that detail how the piers, foundation walls and concrete will be addressed in this project.

Since the property owners have been awarded funding from the State of Maryland to assist this project, the scope of work has been reviewed by the Maryland Historical Trust. A copy of the determination letter has been included. The applicant has noted in the submitted documents that the mortar will be prepared for repointing consistent with the recommendations in the National Park Service Preservation Brief #2. The full document can be found online at <https://www.nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm>

Although much of the proposed scope of work would be considered to fall under “in-kind” replacement, since the applicant is also a voting member of the Historic Preservation Commission, staff has placed it on the public agenda instead of reviewing the project administratively.

The sections of the Preservation Guidelines that pertain to this application are Guideline 3: Restore Significant Historic Features (Chapter 5 Page 67); Guideline 8: Repointing Historic Masonry (Chapter 5 Page 70)

File Attachments for Item:

4. Presentation of findings by Donovan Rypkema, Principal of PlaceEconomics for the "Economic Impacts of Historic Preservation in Cumberland project."



A City at a

Crossroads

**The Impact of Historic Preservation in
the City of Cumberland, Maryland**

Prepared by PlaceEconomics for the City of Cumberland | September 2020

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35 N. Liberty Street



Executive Summary

The City of Cumberland is at a crossroads: it can invest in existing resources to promote a higher quality of life, or it can start from the ground up. Only one option represents a wise use of public funds.

This report was commissioned by the City of Cumberland to analyze the contribution of historic preservation to the city's economic health. This analysis looked at the impact of historic preservation on property value growth, economic development, and the city's supply of affordable housing. The results of this study make it clear: Cumberland is at a crossroads after years of dwindling fiscal resources. With limited resources, it makes the most sense to invest in existing resources. Among the City's greatest existing assets are its natural and historic resources. These should serve as the foundation for economic development efforts that move towards quality of life and place-based development.

The key findings of this analysis are:

- Historic Districts encompass **only 10% of the city's land area**, with 6% in local and 4% in National Register not also covered by a local district.
- Historic districts are home to **households across the income spectrum**. In the local historic district, 62% of households make below the median income. This is true of 59% of households in National Register Districts, but only 48% of households in the rest of the city.
- Residential property values in the local historic district have **increased at a rate higher** than properties in the National Register Districts and the rest of the city.
- Nearly 25% of all building permits took place in historic districts, but these represent **32% of all permit investment**.
- Businesses and commerce show a **preference for historic districts**. 28% of Cumberland's jobs are located in historic districts, despite making up only 10% of the city's land area. There is **greater job growth in historic districts** than in the rest of the city.
- Every year since 2000, historic tax credit project investment has generated an average of **14.8 Direct and 25.3 Indirect/Induced jobs** annually. This has generated \$501,573 in Direct Labor Income and an additional \$801,036 in Indirect/Induced Labor Income each year.
- The local tax credit alone has spurred over **\$21 million dollars in private investment**. Overall, for every \$1 of foregone property tax revenue to the City, roughly \$10.63 in private investment is made in historic buildings.
- Since 1998, Cumberland's Main Street District has seen **\$82.6 million in public and private investment**. Additionally, the ratio of businesses opening to closing has out performed the state and national average.
- Cumberland faces a paradox: low rents and low property values, yet families still struggle to afford housing.
- Existing older housing stock, and historic districts in particular, are poised to address this. **New construction and subsidized housing cannot solve the problem alone**.
- The final section of this report includes possible solutions for addressing the problem of affordable housing in Cumberland.

Introduction

Cumberland has every ingredient needed to leverage heritage resources for a thriving economy and a high quality of life.

The City of Cumberland has no shortage of historic resources. Cumberlanders have long understood this—in fact, Cumberland got many things right very early on. Cumberland developed its preservation ordinance in 1974, and its historic districts were some of the first designated in the state of Maryland. Cumberland was one of the first Main Street programs in the state. With the designation of the Canal Place Heritage Area in 1993, Cumberland was also part of the first heritage area in the state. Cumberland also took initiative early by developing a number of incentives for rehabilitation, including a local tax credit, as well as a local and county assessment freeze. Today, Cumberland continues to try to do the right thing: the city has begun to explore land banking as a means to preserve older properties, and they've conducted a survey of vacant and dilapidated properties to direct resources wisely. Further, Cumberland has undertaken many initiatives to address affordable housing needs. Through these efforts, Cumberland has built a great foundation for stewarding its cultural heritage.

However, Cumberland is also a legacy city: an older industrial city that once served as a regional hub for industry, business, retail, and services, but has seen sustained population and job loss since the mid-twentieth century. This loss of an economic base is often accompanied by a weak demand for housing and stagnant property values. These circumstances have resulted in decreased municipal resources, further hampering the capacity of the local government to deliver the public services that help address these problems. Under such circumstances, the wise use of limited public resources is absolutely crucial. The most fiscally responsible approach to providing affordable housing is to ensure that existing housing, which often meets the needs of low income households, is maintained as habitable in the marketplace.

Yet legacy cities like Cumberland have many assets that can be leveraged for catalytic redevelopment—historic resources that impart a sense of identity and uniqueness, efficient transportation connections, existing infrastructure, etc. Cumberland is naturally well situated at the crossroads of the Potomac River and the CSX Railroad, and it is home to the C&O Canal National Historical Park and the Passages of the Western Potomac State Heritage Area, formerly known as the Canal Place Heritage Area. Cumberland's early preservation efforts helped maintain a large stock of older and historic structures--industrial warehouses, commercial buildings, well-built housing--that hold enormous potential for redevelopment.

**WHERE PUBLIC
RESOURCES ARE
LIMITED, IT IS
IMPERATIVE TO
INVEST IN
EXISTING
RESOURCES.**

There are reasons to invest in heritage resources beyond preservation for its own sake. These assets, if properly maintained, invested in, and promoted, can create new economic engines for the City. In the 21st century, economic development is increasingly dependent on quality of life. Economic development today is not about proximity to raw materials, cheap land, or a massive labor pool. No longer do people follow jobs; jobs and companies follow talented, mobile workers. A recent survey found that two-thirds of millennials first look for a place they want to live and then look for a job or create their own job. This trend is likely to increase in the wake of the COVID-19 pandemic. There are early indications that some are moving from high density cities to smaller communities from where they can work remotely. If cities like Cumberland want to attract young, creative, knowledge workers, they must use their resources wisely, and invest in assets that have a proven track record of increasing residents' quality of life. Cumberland has every ingredient needed to make this happen: a recreational trail system, well-connected transportation, a walkable downtown, and historic character.

Historic Preservation Program in Cumberland

Cumberland's municipal historic preservation efforts began in direct response to demolition and Urban Renewal efforts of the 1960s and 1970s. Spurred by the loss of a number of important buildings, the historic preservation program was established in 1974, with a preservation ordinance enacted the same year. The City undertook a citywide historic resource survey in 1976, which helped guide early planning and revitalization efforts. Today, the city boasts one local historic district, the Canal Place Preservation District, and six National Register Districts, two of which are fully encompassed by the local district.



“THE PRESERVATION OF SITES, STRUCTURES AND DISTRICTS OF HISTORICAL, ARCHAEOLOGICAL OR ARCHITECTURAL SIGNIFICANCE TOGETHER WITH THEIR APPURTENANCES AND ENVIRONMENTAL SETTINGS IS A PUBLIC PURPOSE IN THE CITY.”

— CUMBERLAND ZONING ORDINANCE, SECTION 11.02 PURPOSE

Basic Statistics

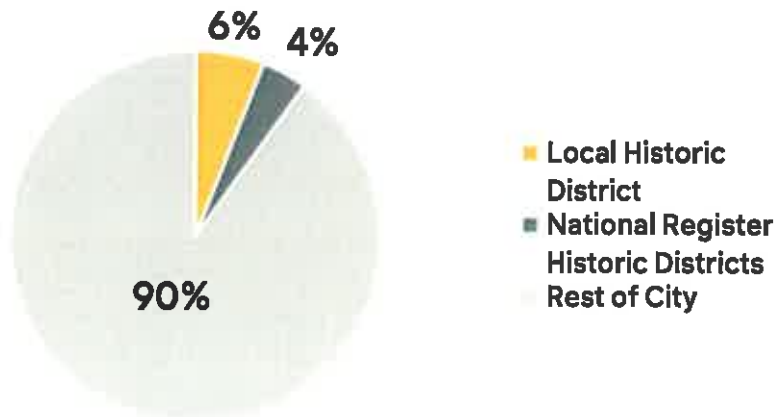
There are just over 2,400 properties in historic districts, 77% of which are in National Register Districts, while 23% are in the local historic district.



94% OF THE CITY'S LAND AREA IS NOT REGULATED BY THE LOCAL HISTORIC COMMISSION.

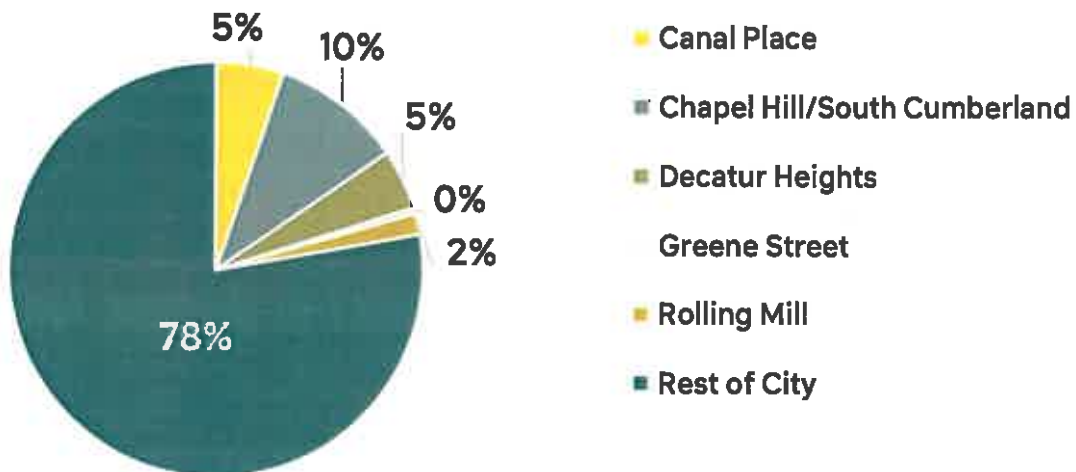
Combined these districts encompass only 10% of the city’s land area, with 6% in local and 4% in National Register not also covered by a local district. This means that 90% of the City’s land area is not protected by the City’s preservation ordinance. While these areas may contain properties that are eligible for historic designation, there is no review or protection for these properties. The one exception to this principle is when Federal monies are being used. In that case not only designated properties, but also those that have been deemed eligible for listing on the National Register of Historic Places, need to be evaluated as to any adverse impact on the historic resources. If it is determined such adverse effects exist, either the plans must be changed or a mitigation must be proposed to respond to the negative impact.

Share of City Land Area



The locally designated Canal Place Preservation District and the Chapel Hill/South Cumberland National Register District are Cumberland’s largest districts. Together, they make up over 15% of the City’s parcels.

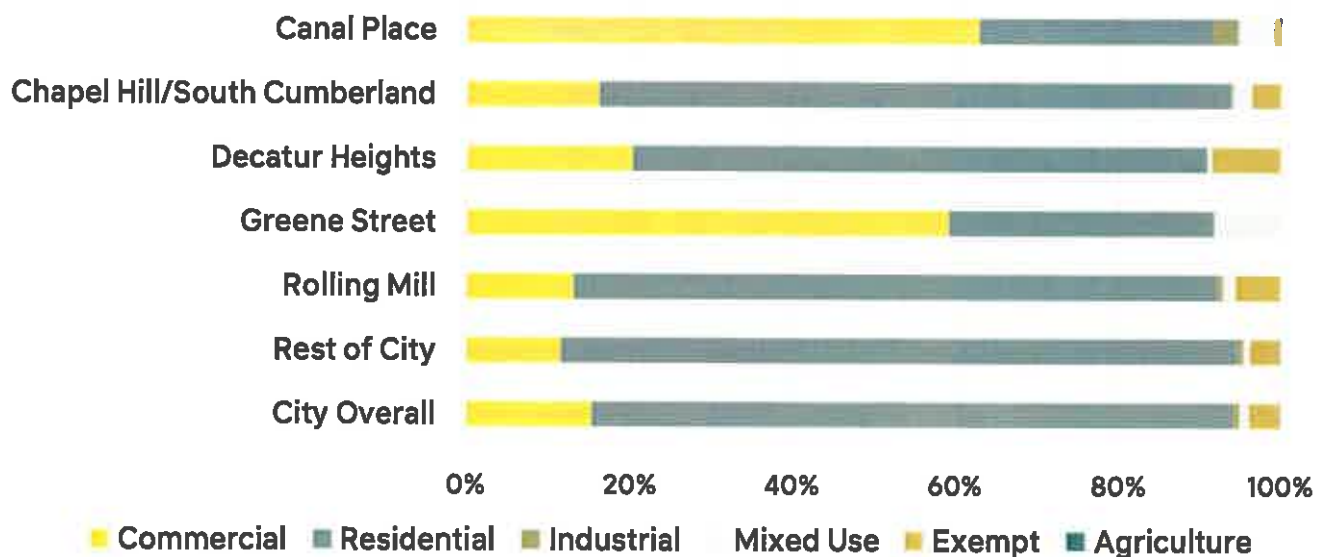
Share of Parcels





From a property use standpoint, the Canal Place Preservation District is mainly commercial, while the National Register areas are largely residential. The Greene Street National Register District is the exception, as the core of that neighborhood is a commercial area.

Property Use in Historic Districts





Canal Place/Passages of the Western Potomac Heritage Area

In 1993, Canal Place¹ became the first state-designated heritage area in Maryland, created to acknowledge and celebrate the western end of the C&O Canal. Allegany County is widely recognized for its role in early railroad transportation history as well as for being the starting point for the National Road. Canal Place has become the center where this story is brought to life. The Canal Place Preservation & Development Authority was established to manage and oversee the preservation and development of this 11-acre area. The Authority renovated the Western Maryland Railway Station which now houses the C&O Canal National Historical Park Cumberland Visitor Center, the Allegany County Visitor Center, the Western Maryland Scenic Railroad, and the administrative offices of the Canal Authority. Canal Place

houses commercial spaces, including a bike shop, winery, restaurant and retail shops. The Authority provides ground leases for a Fairfield Inn & Suites as well as three parking areas. The site also is home to the Footer Building (see sidebar), a renovated historic steam and dye works. Canal Place is the meeting ground for the C&O Canal Towpath (Washington to Cumberland) and the Great Allegheny Passage trail to Pittsburgh. These bike trails, with nearly 200,000 users per year, continue to demonstrate Allegany County's unique place in transportation evolution. In 2018 the area was expanded to include districts within the cities of Cumberland and Frostburg and renamed Passages of the Western Potomac Heritage Area. This larger area highlights the more complete story of the region's heritage and history.

¹ A clarification of terms: The grounds owned and operated by the Canal Place Preservation and Development Authority (CPPDA), which include the historic Western Maryland Railway Station, the Shops at Canal Place, and the C&O Canal National Historical Park's Cumberland Visitor Center, are together known as "Canal Place." The Passages of the Western Potomac Heritage Area--formerly known as the Canal Place Heritage Area--is the overall heritage area for which the CPPDA is known as the management entity.

-  Passages of the Western Potomac Heritage Area
-  Potomac River



FOOTER'S

DYE WORKS

AMERICA'S GREATEST

FOOTER'S

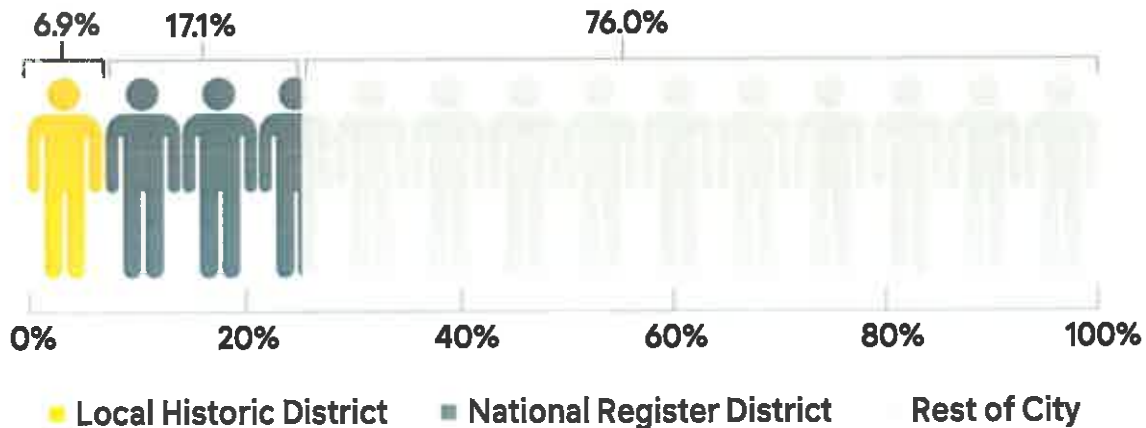
→ C & O COAL TOWER
→ GREAT ALLIANCE PARKING
→ W. AND S. BARRON TOWER
→ VISITOR INFO CENTER/MUSEUM

MUSEUM

Population and Demographics

Cumberland's historic districts are home to economically and socially diverse residents.

Approximately 24% of the population lives in a historic district, with 7% in the local district and 17% in National Register Districts. This means that 17% of Cumberland's population lives in the 4% of the City's land area that is designated as only a National Register District. The residential nature of these National Register Districts contributes to this dense population distribution.

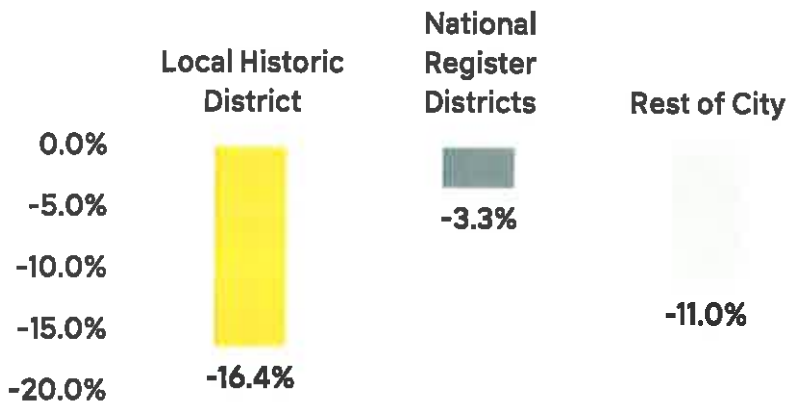


CUMBERLAND'S NATIONAL REGISTER DISTRICTS ARE DENSE IN POPULATION. THE CITY'S LOCAL HISTORIC DISTRICT IS 60% COMMERCIAL, AND THEREFORE LESS POPULOUS.



Like many legacy cities, Cumberland has lost population since the mid-twentieth century. Cumberland's population peaked at 39,000 in 1940, and the city has been losing population in subsequent decades. Since 2000, Cumberland has lost almost 10% of its population, or approximately 2,000 residents. However, the National Register Districts saw the least outgoing migration with only a 3% loss.

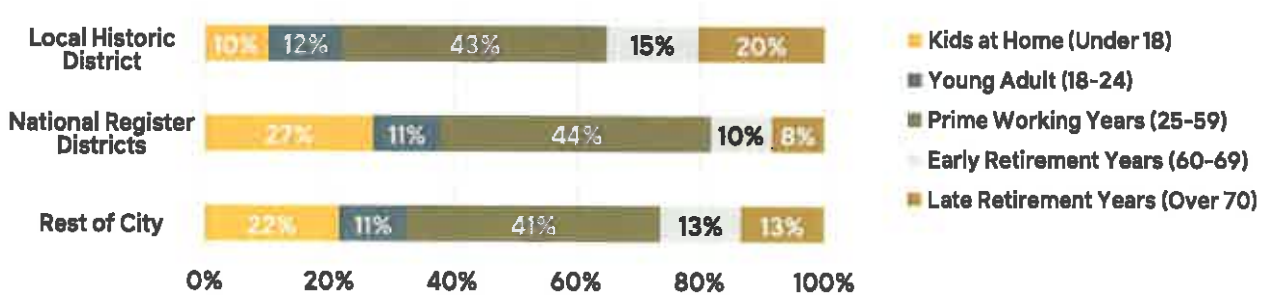
Change in Population (2000-2018)



NATIONAL REGISTER DISTRICTS HAVE SHRUNK THE LEAST IN POPULATION.

National Register Districts in Cumberland have a considerably younger population than the Local Historic District. As the property use graph illustrated, the National Register Districts contain mainly residential properties. These consist of a variety of small- to mid-sized single family homes befitting young families, while the Local Historic District has a section of larger, single family homes, as well as apartment buildings home to an older population.

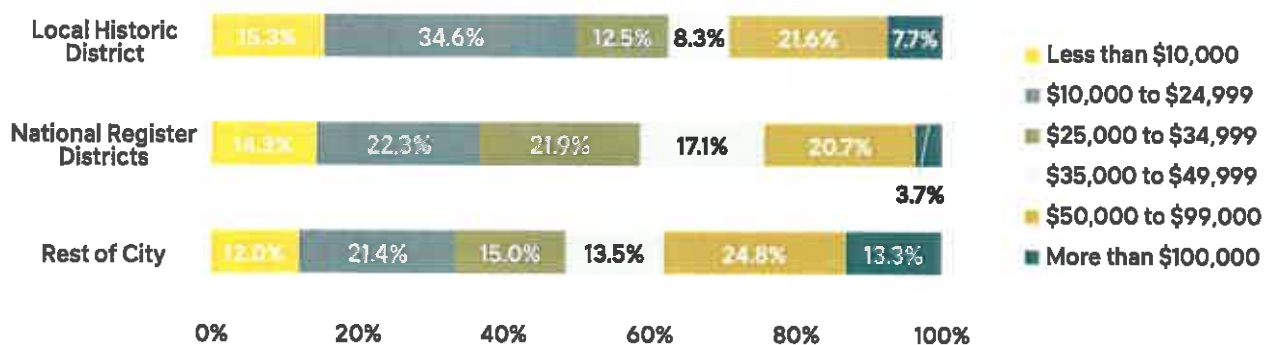
Resident Ages



While the stately homes on Washington Street may leave a lasting assumption about the wealth status of historic district households, the data illustrates the Canal Place Preservation District is home to mainly low- and moderate-income households. This is likely a result of the presence of subsidized senior housing apartments located in the district. The National Register areas are home to wide a variety of households across the income spread. The largest share of Cumberland’s upper-income households are living elsewhere in the city.

HISTORIC DISTRICTS ARE HOME TO ECONOMICALLY DIVERSE HOUSEHOLDS.

Household Incomes



Though they make up a small portion of the city, Cumberland’s historic districts punch above their weight. These neighborhoods are densely populated and home to economically diverse residents. It is evident that historic districts in Cumberland are the neighborhoods of choice.

Historic Building

Investment

The market place “reveals” its preference for investments in historic districts.

Like many legacy cities, Cumberland has not seen a large amount of investment in recent years. This is a consequence of a community losing population and the corresponding decline in the local economy. However, the data below demonstrates that historic districts are attracting investment in spite of the overall weakness in the investment environment. Historic districts see a higher share of the city’s overall building permit investment, they see higher quality alterations because of design review, and historic properties see higher value appreciation. This is an example of the marketplace “revealing a preference” for investment in historic districts.

In Cumberland, historic preservation regulations and protections are only applicable to the local Canal Place Preservation District. The National Register Districts are honorific designations, but they do offer some opportunities for local, state, and federal tax incentives.

Certificate of Appropriateness

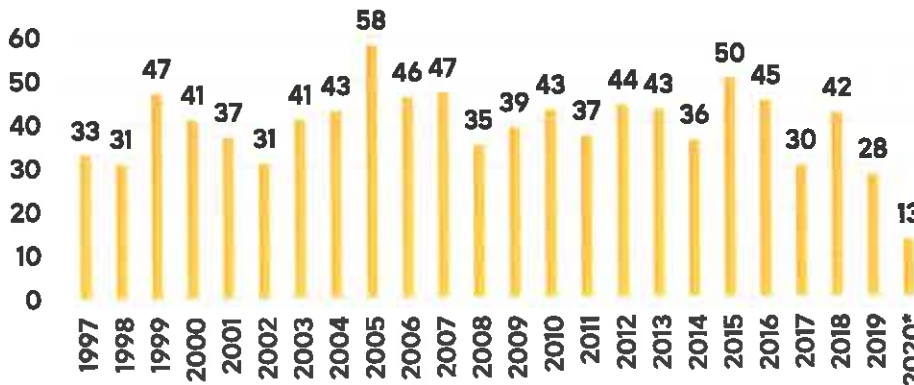
Cumberland’s Historic Preservation Commission reviews exterior work within the local historic district through a process known as a Certificate of Appropriateness (COA). COAs are issued for projects that have been determined by the Historic Preservation Commission to meet the intent of the Preservation District Design Guidelines for Cumberland, Maryland.² All COA applications must be received by the Department of Community Development by the first Wednesday of each month in order to be placed on that month’s meeting agenda. Applicants are required to have applied for all other relevant building permits and provide a written scope of work, photographs of the site, scaled drawings of elevations and digital renderings if available, product specifications, and samples of proposed paint and materials.

² <https://www.cumberlandmd.gov/DocumentCenter/View/1276/Cumberland-MD-Design-Guidelines>

COA applications for certain work may be eligible for review and approval administratively by the Historic Planner/Preservation Coordinator. Additionally, the Commission and its staff provide technical assistance to property owners for questions regarding design and maintenance issues, as well as direction seeking financial assistance for rehabilitation projects.

Since 1997, there have been almost 950 applications for COAs. Overall, the local historic district has seen an average of 39 COAs a year.³

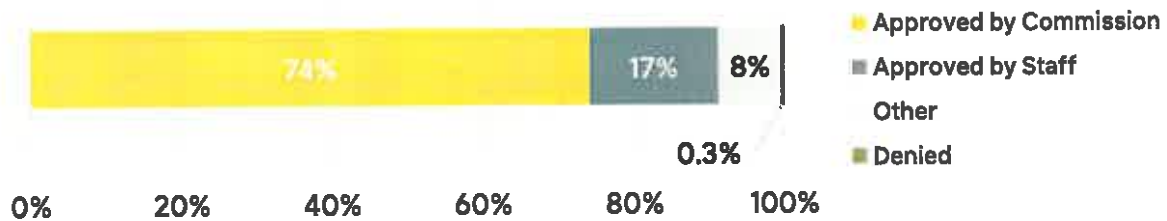
COA Applications by Year



OVER 99% OF COAS HAVE BEEN APPROVED OVER THE LAST 20 YEARS.

In the last 20 years, the Commission and staff have overwhelmingly approved COAs. In fact, since the start of the historic preservation program, only .3% of COAs have been denied. Just over 35% of all applications seeking approval were for signage, while alteration, rehabilitation, and design review applications made up another 40%.

Action Taken by Commission or Staff

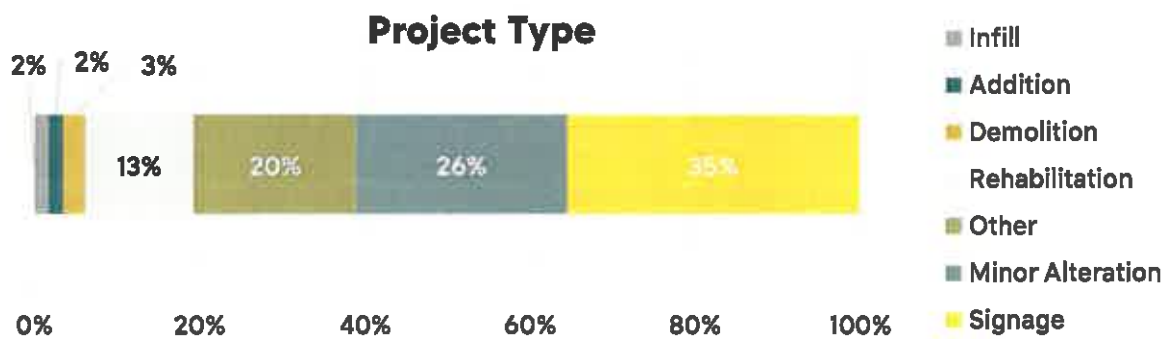


³ 2020 data only goes through May. It should also be noted that nearly every economic benchmark, in Cumberland and elsewhere, is being adversely affected by the COVID-19 pandemic.



All exterior changes to a structure in the local historic district, above general maintenance, must be reviewed and receive a COA prior to the commencement of permitted work. This includes but is not limited to additions, alterations, awnings, entrances and doors, painting, porches, fences, siding, signage, window replacement, demolition, and new construction/infill.

Overall, over 60% of COA applications are for signage, alteration, and rehabilitation work.



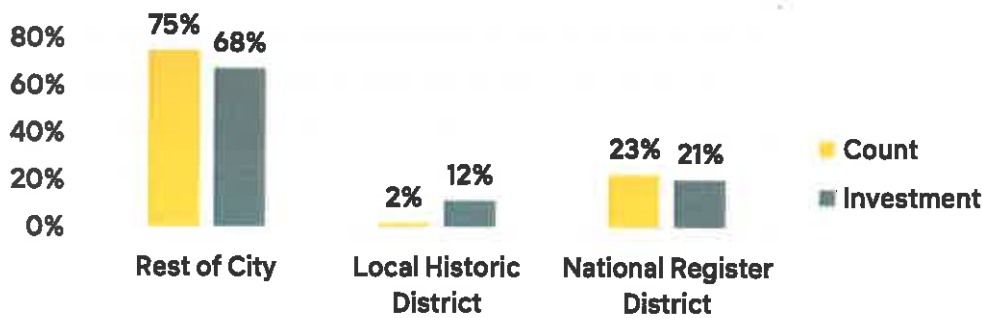
Building Permits

As mentioned previously, overall the City of Cumberland has very low building permit numbers. While this may be alarming, it is not uncommon in legacy cities in general. For there to be significant increases in building activity, four factors must change: 1) there needs to be an increase in demand for space, either residential or commercial; 2) the rent levels for additional space must be sufficient to warrant the expenditure; 3) the cost of construction (either rehabilitation or new construction) must be at a price point justified by the achievable rents; and 4) incentives targeted to the areas deemed to be in the public interest need to be available and effective.

However, historic districts help move the needle on those four factors. Building improvement activity in historic districts occurs at a higher rate and amount than elsewhere in the city. Analysis of City data reveals that between 2007 and 2019, nearly 25% of all permits took place in historic districts (which only make up 10% of the city's land area), but 32% of all permit investment.

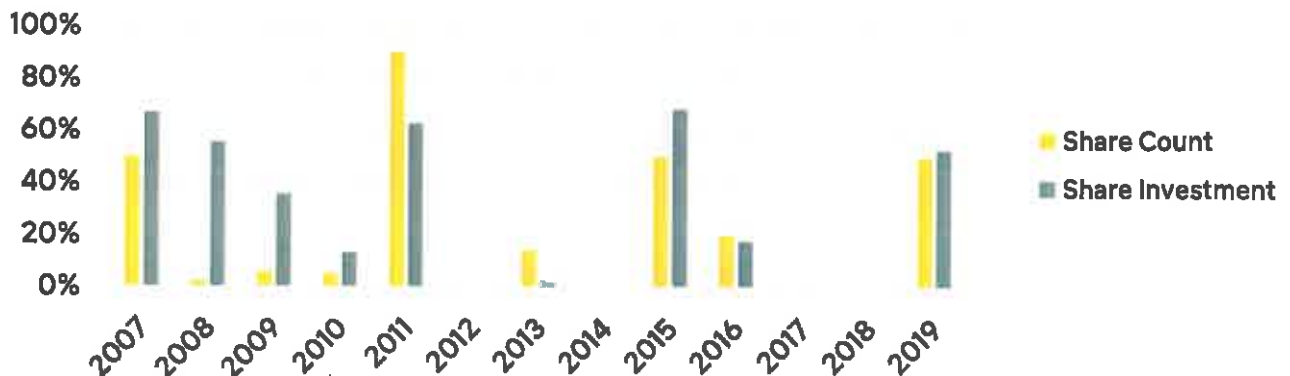
32% OF ALL BUILDING PERMIT INVESTMENT TOOK PLACE IN HISTORIC DISTRICTS.

Permits in Historic Districts v. Rest of City



In both the number of projects and the amount of investment per project, Cumberland's historic districts have been a magnet for such investment. For instance, in 2015, 50% of all the city's building permits took place in historic districts, but these permits account for 70% of all permit investment in the city for that year.

Permits in Historic Districts

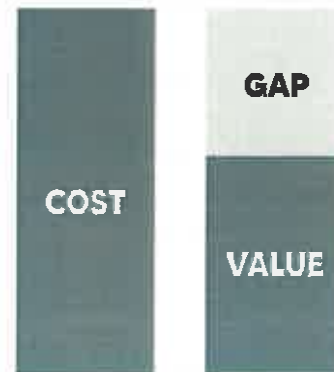


Rehabilitation Incentives

The U.S. has had a federal historic tax credit program for rehabilitation since 1976. Although the credit has been tweaked over the years, currently the National Park Service offers a 20% tax credit for qualified rehabilitations. The historic tax credit was one of the few federal tax credits retained during the Tax Reform Act of 2017. Additionally, 37 states including Maryland have a state level historic tax credit that largely mirrors the federal. Cumberland also provides a local property tax credit of 10% for qualified rehabilitations, as well as an assessment freeze for up to ten years. These programs have made a tremendous economic impact on Cumberland.

Historic preservation tax incentives are good public policy, and their purpose is to close what is called the development gap.

In real estate terms, "Cost" is the sum that will have to be spent from the conception to the completion of the project. "Value," in financial terms, is what the marketplace is willing to pay in rent or purchase price for that restored building. Where Value exceeds Cost, the marketplace will support the project, and incentives may not be necessary. Yet when Cost exceeds Value, as is often the case with historic buildings, a gap exists. The primary purpose of incentives is to close this gap—to make an irrational economic act rational.



Beyond the purely financial argument, preservation incentives are good public policy because they promote a public good. Historic buildings have values beyond just financial. These values can be aesthetic, social, environmental, educational, cultural, etc., and they are enjoyed by a larger group of beneficiaries than just the property owner. Therefore, preservation incentives can be considered not only the provision of a public good, but also as partial payment for the values that the public, not the property owner, receives as a result of the property owner's investment.

Federal and State Historic Tax Credits

The Federal government offers a historic rehabilitation tax credit to attract investment for the reuse of historic buildings. The program provides a 20% tax credit to qualified investors who complete certified rehabilitations on designated historic buildings that are listed as contributing on the National Register of Historic Places. The National Park Service (NPS) works alongside the State Historic Preservation Office (SHPO), the Maryland Historical Trust, to administer the federal historic tax credit.

**WHERE COST
EXCEEDS
THE VALUE,
INCENTIVES PAY
FOR THE NON-
ECONOMIC VALUES
OF HISTORIC
RESOURCES
THAT THE PUBLIC
ENJOYS.**

Additionally, Maryland has three state historic tax credits:

- **Homeowner Tax Credit** - 20% of qualified rehabilitation expenditures (QREs) capped at \$50,000 with a minimum of \$5,000 in eligible expenses to qualify.
- **Small Commercial Tax Credit** - 20% of qualified rehabilitation expenditures capped at \$50,000 with a minimum of \$5,000 in eligible expenses to qualify. This program has a \$4 million annual cap and projects are qualified on a first-come-first-serve basis until the cap is reached.
- **Competitive Commercial Tax Credit** - 20% of qualified rehabilitation expenditures with eligible expenses that exceed \$25,000 or the adjusted basis value of the building. This program has a \$9 million annual cap and projects are qualified on a first-come-first-serve basis until the cap is reached. This program has one deadline a year.

The nature of these federal and state incentive programs means that property owners in certain situations may use both to layer, or “piggyback” the credits. When the state and federal incentives are layered, 40% of a project’s qualified expenses are eligible for a credit. Therefore, projects that would not have been feasible may begin to make economic sense. Historic tax credits often serve as the key variable that makes a project possible. This often means that a developer can use higher level finishes when, without the credit, they would have cut corners. It may also mean a homeowner can afford to put on a new roof when, without the credit, they would have to hope the roof would last another year. The existence of a state credit makes Maryland an attractive investment option due to the pairing of the state and federal programs. A recent analysis of state tax credits reveals that when there is an effective state tax credit, there is a 40% to 60% increase in the use of the Federal tax credit.⁴

**HISTORIC
DISTRICTS ARE
INVESTMENT
ZONES THAT
UNLOCK KEY
INCENTIVES.**

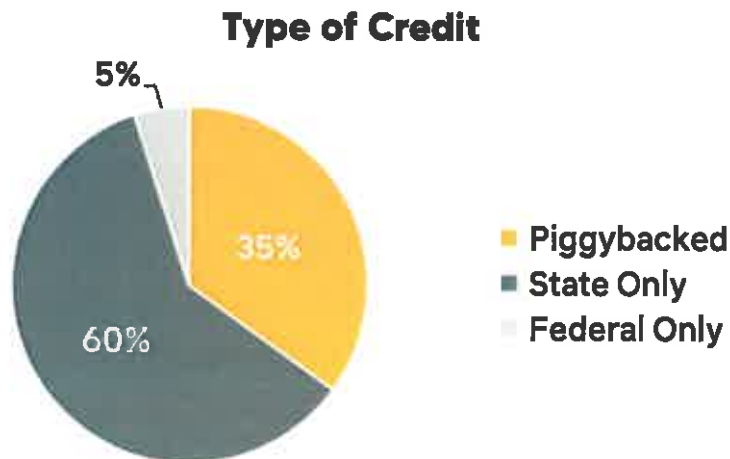
- Federal HTC Projects Only
- State HTC Projects Only
- Piggybacked HTC Projects
- Local Historic District
- National Register Districts



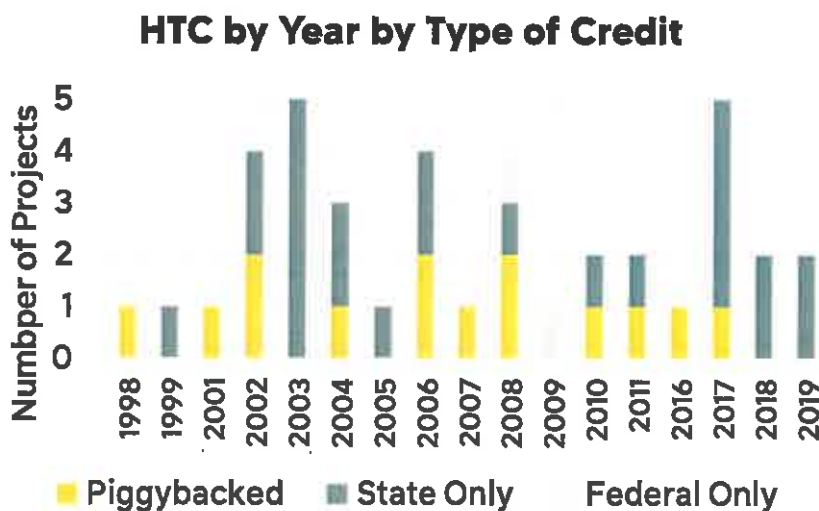
⁴ <https://www.placeeconomics.com/wp-content/uploads/2019/05/PA-Tax-Credits-5.15.pdf>

Investment

Since 1998, there have been 40 projects that have used some combination of federal and/or state historic tax credits. Overall, 60% of tax credit projects have used the State credit on its own. While this has had a positive impact on jobs, income, and historic properties in Cumberland, it still translates to around two projects per year. Considering the quantity and quality of the historic resources in Cumberland, there is an opportunity for that number to be higher.



The use of the federal and state historic tax credits in Cumberland has varied over the years. Not surprisingly, its use generally decreased following the Great Recession, though in 2017, Cumberland saw a spike in use, particularly in use of the state tax credit.⁵

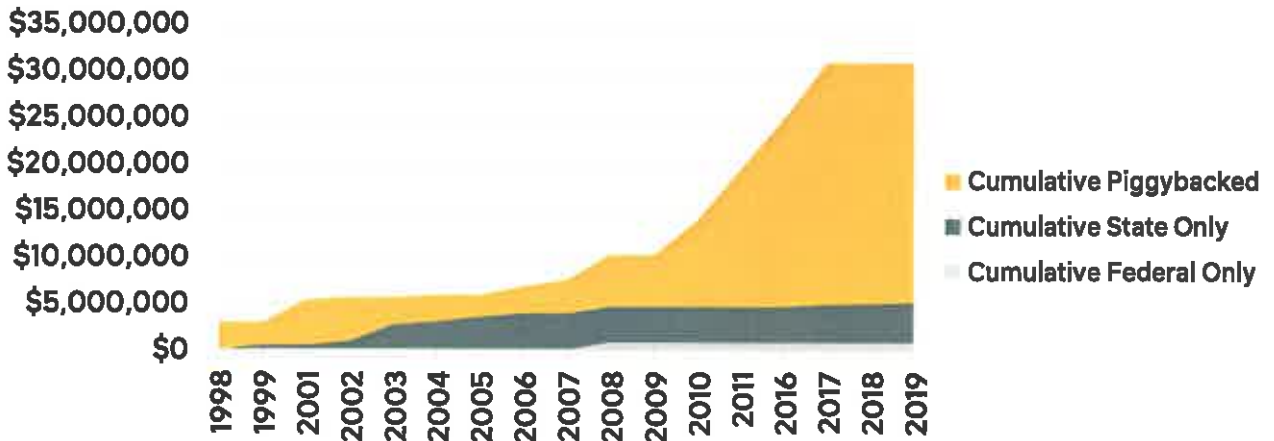


THE QUANTITY AND QUALITY OF THE HISTORIC RESOURCES IN CUMBERLAND CREATES OPPORTUNITIES FOR SIGNIFICANT INVESTMENT WITH THE HISTORIC TAX CREDITS.

⁵ In 2017, Cumberland introduced a new program, the Leasehold Improvement program for the Central Business District as well as a limited amount of funding for the Community Legacy-funded Upper Story Redevelopment Program. These probably contributed to this spike.

While only 35% of Cumberland’s projects piggybacked the state and federal credits, these projects represent 84% of the overall investment. The average project cost for piggybacked projects is over \$2.2 million, while state-only or federal-only projects have average project costs of \$212,000 and \$382,000 respectively.

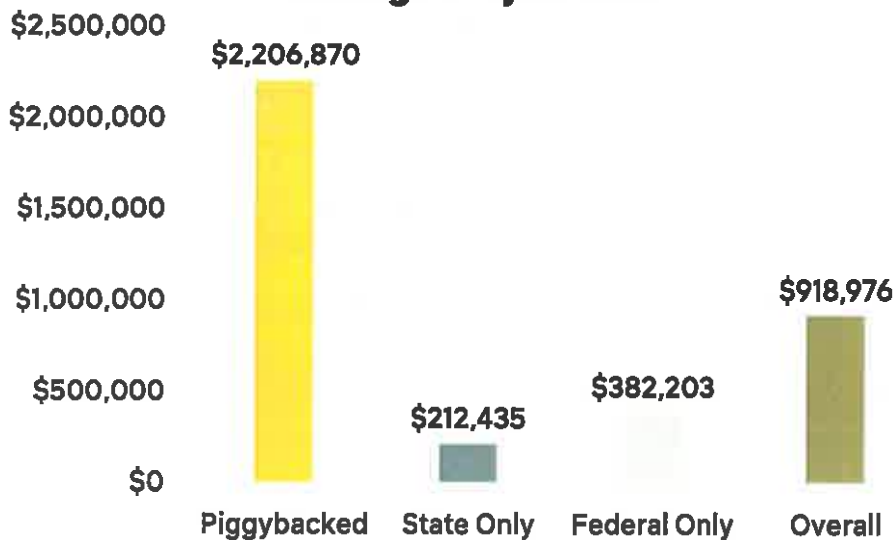
Cumulative QRE Investment by HTC Type



The ability to use both the state and federal credits means that larger (and often riskier) projects can be undertaken. The relatively small size of projects using only the state credit is probably attributable to the fact that many of these were owner occupied residential units, a category of real estate that is not eligible for the federal credit.

THE LAYERING OF INCENTIVES HAS RESULTED IN GREATER INVESTMENT IN CUMBERLAND.

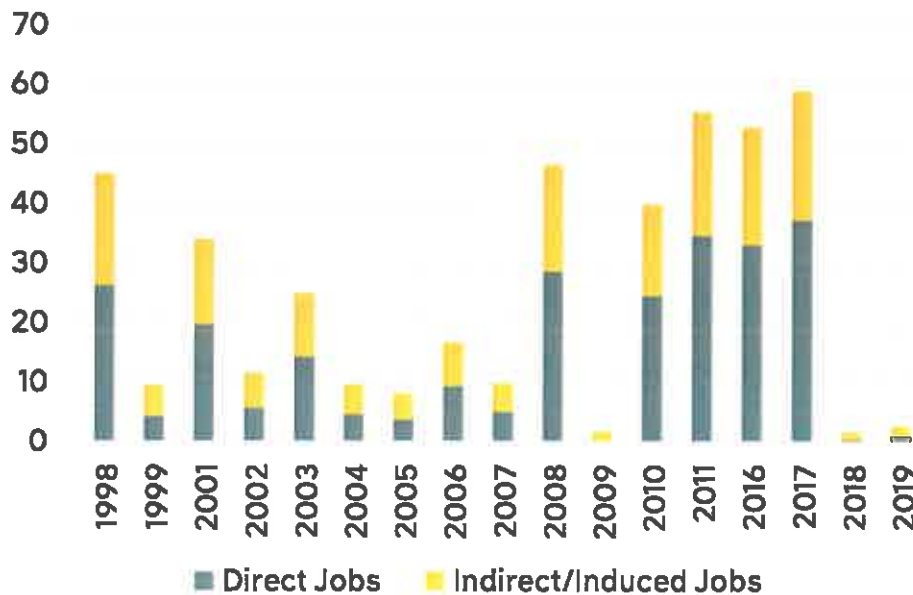
Average Project Cost



Jobs and Income from Tax Credit Activity

Based on the amount of investment, it is possible to calculate the number of jobs and the amount of labor income each year.⁶ This was done using the IMPLAN Input-Output model.⁷ Every year since 2000, historic tax credit project investment has generated an average of 14.8 Direct and 25.3 Indirect/Induced jobs annually.⁸ It should be noted that these are jobs (and incomes) in Cumberland and Allegany County. It was heard anecdotally during the research for this report that there are an insufficient number of local contractors and tradespeople in Cumberland to undertake these projects, so companies and their workers from elsewhere in Maryland often do the work. If more of the firms/workers doing historic rehabilitation projects in Cumberland were locally based, the jobs and labor income numbers would most likely be higher.

Jobs from Historic Tax Credit Projects



⁶ It is important to note that these jobs and income numbers are from the construction phase of the projects only and do not include permanent jobs within these buildings after construction is completed.

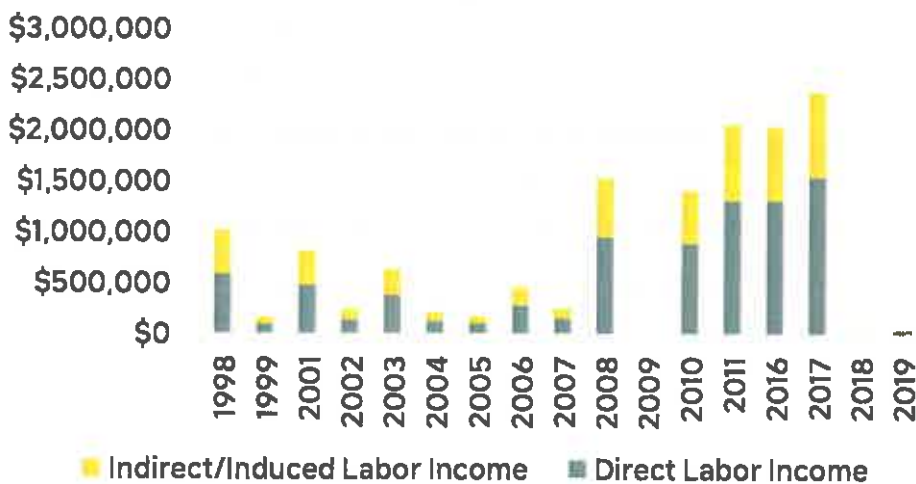
⁷ IMPLAN is the industry standard for Input-Output modeling. Based on user data the model generates numbers of direct, indirect, and induced jobs, the labor income those jobs represent, proprietor's income and other measures. A "job" is one full time equivalent job for one year.

⁸ Every dollar spent has both a direct impact and an indirect/induced impact. The direct impact consists of labor and material purchases made specifically for the activity. The indirect impact consists of spending on goods and services by industries that produce the items purchased for the activity. Induced impact focuses on the expenditures made by the households of workers involved either directly or indirectly with the activity. <https://www.americansforthearts.org/by-program/reports-and-data/legislation-policy/naappd/economic-impacts-of-historic-preservation>



These jobs come with income. Every year since 2000, jobs from historic tax credits have generated an average of \$501,573 in Direct Labor Income and an additional \$801,036 in Indirect/Induced Labor Income.

Labor Income from Historic Tax Credit Projects



The Footer's Dye Works Building Joy Development, LLC – Michael Joy

A native of Washington, DC, Michael Joy has been a long-time home builder in the DC metro area. He first reached into the Cumberland/Frostburg market after 2001, and his initial downtown Cumberland project was the development of the Liberty Street Lofts in 2005-06, seven luxury apartments with retail space. Noting that “the city is very pro-active and the community is very receptive”, Michael has continued to pursue housing development opportunities in Cumberland.

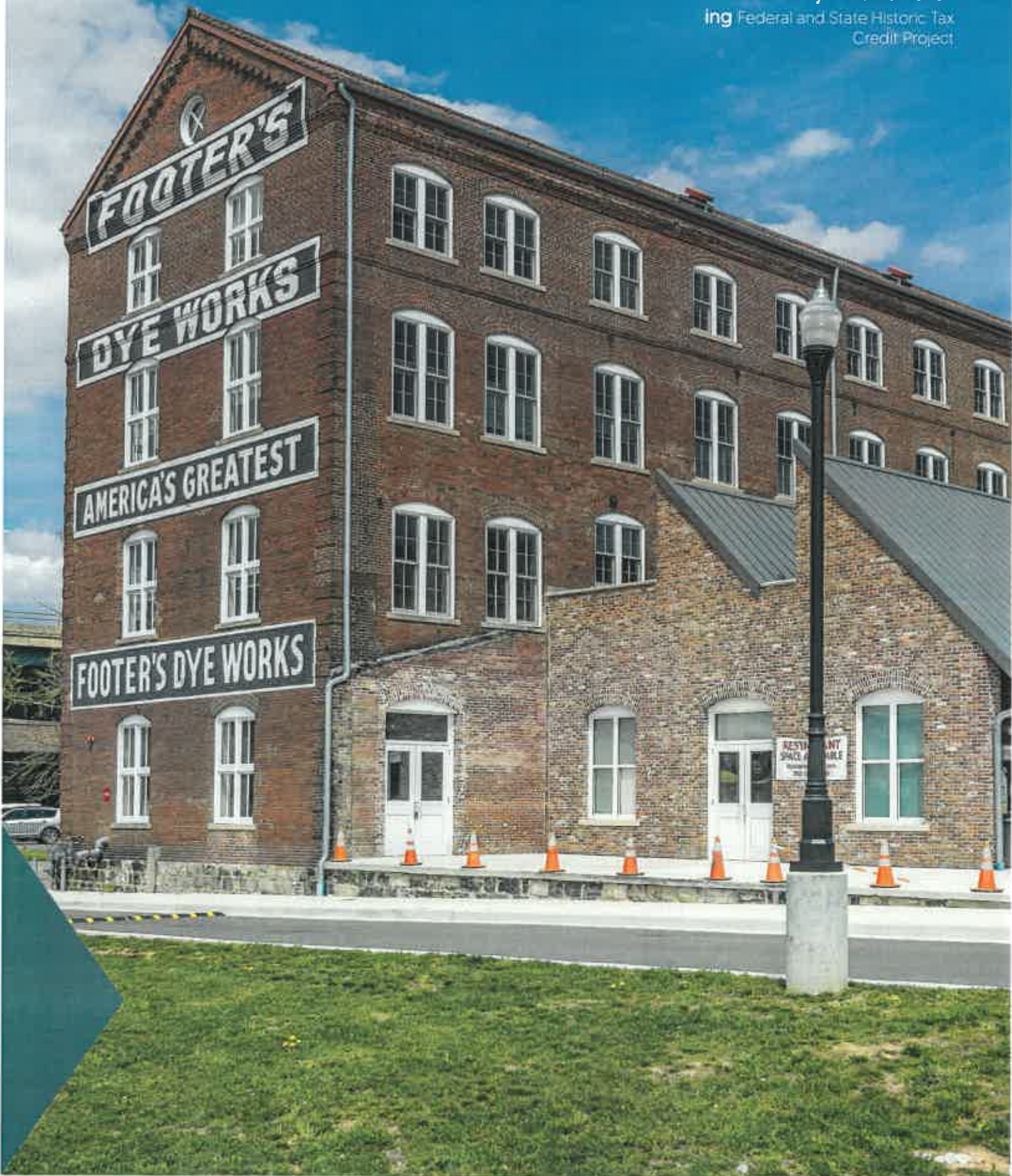
With a company theme, “transforming communities, preserving the past”, as guidance, it is understandable that another of Michael’s projects in Cumberland is the Footer’s Dye Works Building. Built in 1906 as part of a much larger steam and dye works complex, the Footer Building is located in what was Maryland’s first state designated historic heritage area, now known as the Passages of the Western Potomac Heritage Area. This approximately 32,000 square foot building houses 24 high-end apartments with plans for a restaurant, and the adjoining

sawtooth building hosts a brewpub. The tenant mix is typical of many historic urban mixed-use projects, with three quarters of the residents in their 20’s and 30’s and the remaining quarter at or near retirement. The project utilized local tax incentives, Federal and Maryland state historic tax credits, and a grant from the State of Maryland.

The Footer Building is located at the nexus of two internationally recognized bike trails, the C&O Canal Towpath (Georgetown to Cumberland) and the Great Allegheny Passage, which goes all the way to Pittsburgh, PA. Collectively these 333 miles of trails host thousands of bikers each year. There is also good connectivity to downtown Cumberland, which creates a strategic link for shoppers and residents.

Michael believes that there are “a ton of good, solid historic buildings that could be developed” in the area and sees more opportunity for “transforming communities, preserving the past.”

Footer's Dye Works Building
Federal and State Historic Tax
Credit Project



Local Historic Tax Credit and Freeze

Similar to the State and Federal historic tax credit programs, Cumberland also offers its own incentive programs. The City of Cumberland Historic District Tax Incentive Program provides a City real estate tax credit equal to 10% of the project's QREs. Eligible properties must either be listed individually or as part of a local district, National Register District, or within the certified heritage area. A minimum expenditure of \$5,000 in private investment is required. A credit of up to 5% is offered for new construction infill of architecturally compatible structures. Commission and staff review applications for the local historic tax incentive programs, and those located within the Canal Place Historic District must receive a COA. The credit is applicable for expenditures incurred within a two year period, though it can be used for up to five years if the amount of the credit is greater than the amount of the annual taxes due. Projects taking place within the Special Taxing District are eligible for an additional local historic tax credit which will freeze the assessment related to the Special Tax for the same period of time that was awarded in the Historic District tax assessment freeze.

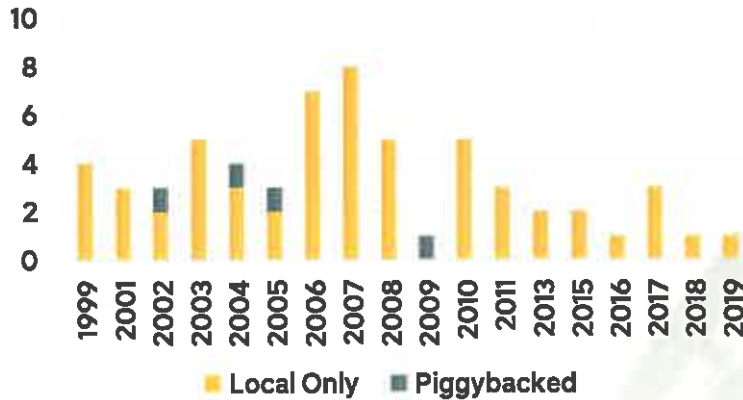
Additionally, a city property tax assessment freeze is available for a period of up to 10 years for projects that take advantage of the local historic tax credit. The length of the freeze depends upon the amount of the expenditure in relation to the pre-improvement market value of the property. In 2006, this program was expanded to include not only the Canal Place Preservation District, but also all National Register Historic Districts within Cumberland, many of which had been recently designated. The Allegany County Commissioners mirror the tax assessment freeze equal to the City of Cumberland's program. Applicants must have work approved by the Cumberland Historic Preservation Commission in order to be eligible. Approved City of Cumberland Historic District Tax Incentive Applications are forwarded to the Allegany County Office of Finance for processing, and a separate application is not required.

In 2013, at the request of the Downtown Development Commission, the Mayor and City Council approved a tax assessment freeze equal to that received by the City of Cumberland's Historic District Tax Incentive Program to be applied to the Special Tax for property owners in the Downtown Cumberland Special Taxing District. As with the City and County assessment freezes, work must be approved by the Cumberland Historic Preservation Commission in order to be eligible and a separate application is not required, though property owners must indicate on the Historic District application that they are located within the Special Taxing District.

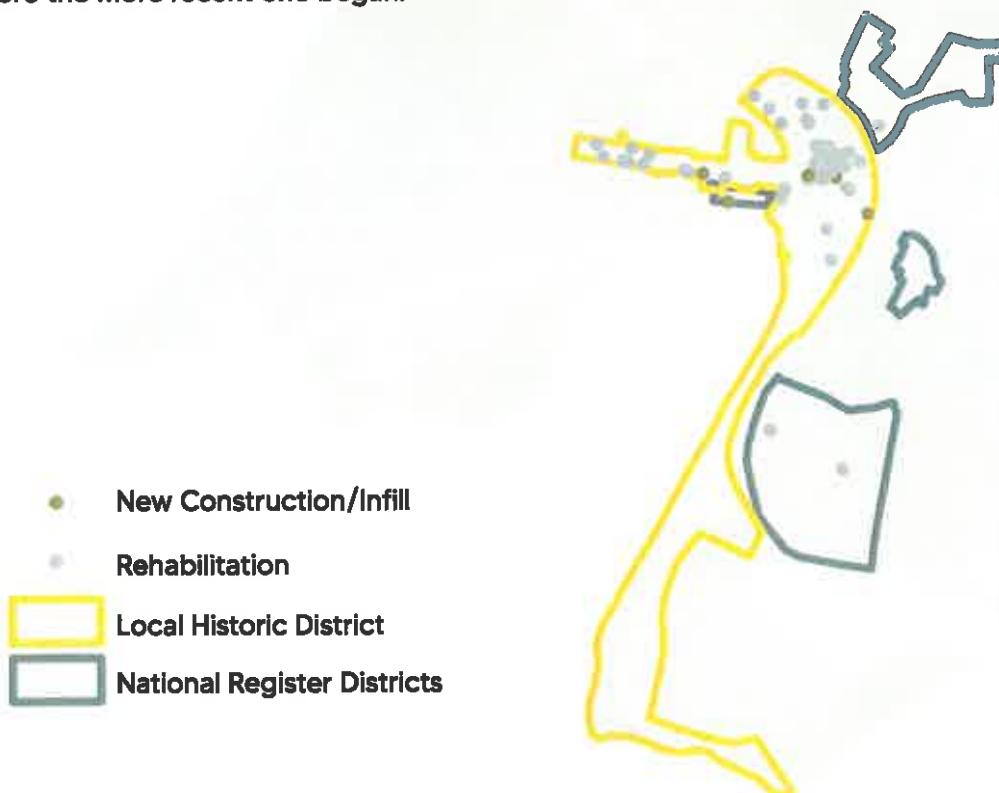
**CUMBERLAND
HAS A GREAT
FOUNDATION OF
EXISTING LOCAL
TAX INCENTIVES.**

Since 1999, there have been 62 projects that have taken advantage of the Cumberland Historic District Tax Incentive Program, 93% of which took place without piggybacking state or federal credits. Given Cumberland's low amount of building activity overall, it is not surprising that there have only been an average of three projects per year. This is likely attributable to the overall weakness in the local economy than any deficiency in the incentive itself.

Local Historic Tax Credit by Year by Credit Type



The Great Recession was clearly a cause of the decline of these incentivized projects. It appears that Cumberland simply never fully recovered from the last recession before the more recent one began.



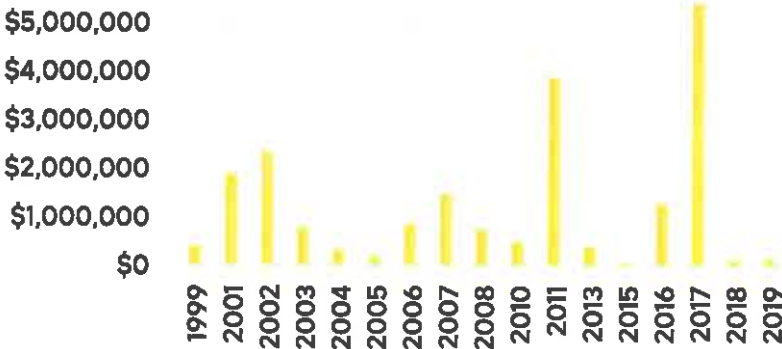


152 Bedford Street
Local Historic Tax Credit Project

Investment

The weak building improvement environment notwithstanding, the local tax credit alone has spurred over \$21 million dollars in private investment.⁹ This investment was almost exclusively in the Canal Place Local Historic District.

Local Historic Tax Credit Investment by Year



Overall, for every \$1 of foregone property tax revenue to the City, roughly \$10.63 in private investment is made in historic buildings. This investment increases the value of the property. When the time period of the incentive expires, the property comes back on the tax rolls at its full taxable value. This results in higher tax revenues to the city that can be used for public services.

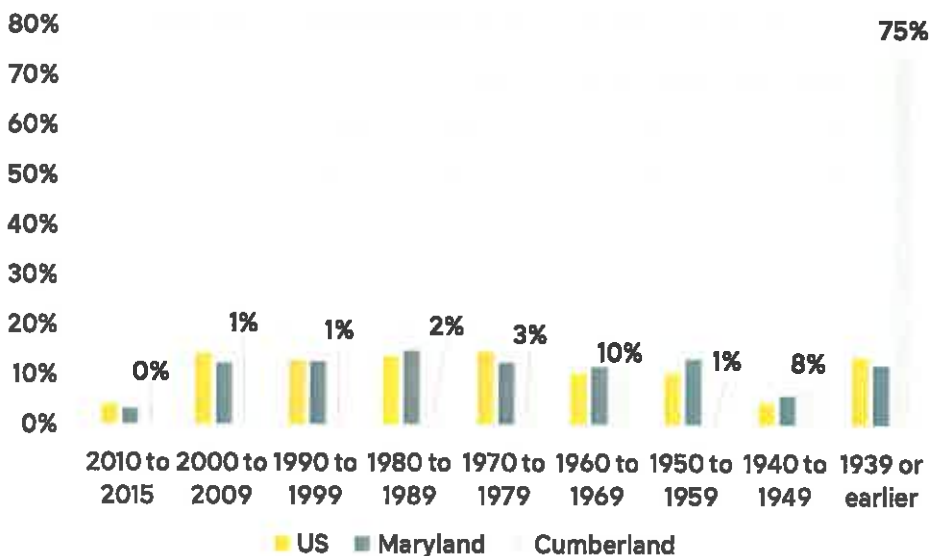
⁹ This excludes projects that were piggybacked with either the state or federal rehabilitation historic tax credit.

Property Values

With higher appreciating property values, historic districts are some of Cumberland's strongest neighborhoods.

Driving through Cumberland, one is met with street after street of stunningly extant older row houses and historic residential neighborhoods. It can be difficult to tell where historic districts begin or end. The age of housing in Cumberland trends significantly older: nearly 75% of the housing was built prior to World War II. This is in sharp contrast to the rest of Maryland and the U.S. as a whole where the housing stock is much more uniform across the age spectrum.

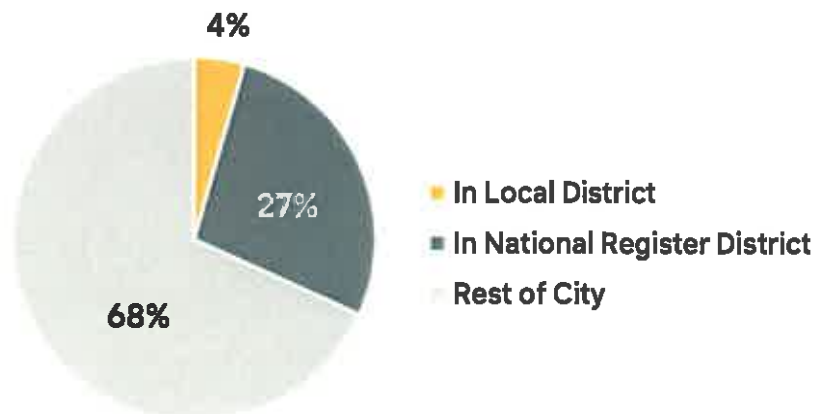
Age of Housing



CUMBERLAND'S HOUSING STOCK TRENDS SIGNIFICANTLY OLDER.

Not every property that is old is worthy of historic designation. Yet when a property reaches 50 years old, it is appropriate to ask the question, “Does this property merit historic status?” Properties currently located within a national or local historic district are certainly far less than the number possibly eligible for such designation based on age alone. This is a normal and appropriate state of affairs, especially for a legacy city. Of the houses 100 years old or older, less than 5% are protected by the local historic district, and another third are located within National Register Districts.

Protection for Century Old Housing



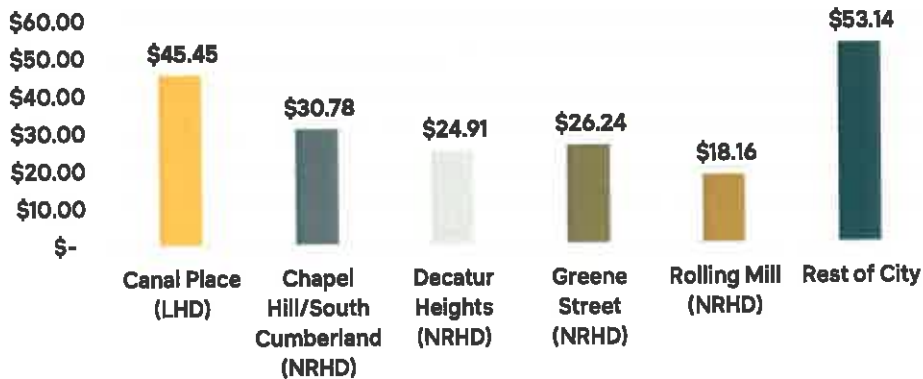
In Cumberland, so much of the housing is old and relatively little is designated historic. Designated or not, 97% of properties in the city are 50 years or older, and thus share many of the same core characteristics: residential density, walkability, quality construction and materials, and unique architectural character. This raises the question: if most of the housing stock is older and similar in characteristics, what value does historic designation add? A way to measure this in the marketplace is by looking at assessed property values. For most Americans, their home is their largest financial asset, and the wealth-growing potential of that home is on the minds of every homeowner. An analysis of single-family residential properties in historic districts versus elsewhere in the city provides an illustration of how the marketplace reacts to historic district designation.¹⁰

**IN CUMBERLAND,
MUCH OF THE
HOUSING IS OLD
AND RELATIVELY
LITTLE IS
DESIGNATED.**

¹⁰ The reasons that only single family residential properties were included in the value change analysis are these: 1) the vast majority of residential properties in Cumberland are single family dwellings; 2) commercial properties are traded in the marketplace for different motivations than are residential properties and are much more difficult to establish comparability between properties; 3) even in slow markets there are far more residential transactions and thus more statistically reliable than are commercial sales.

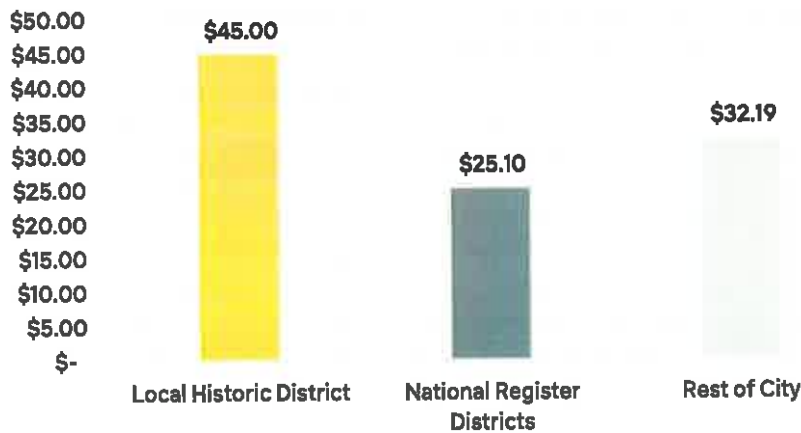
Only 15% of Cumberland’s parcels are in either local or National Register Districts. From a point-in-time value per square foot perspective, the 2019 property values in historic districts are less than the rest of the city. However, properties within the local historic district, i.e. those granted protection and COA review, are valued higher than those in National Register Districts.

Average Residential Value (per sqft)



When disaggregated by housing that is 100 years old or older, the influence of the design guidelines and protection in the Local Historic District show a clear value impact. In fact, residential properties over 100 years old in the Local Historic District are valued 79% more than those in National Register Districts and 40% more than properties in the rest of the city.

Value of 100+ Year Old Housing (per sqft)

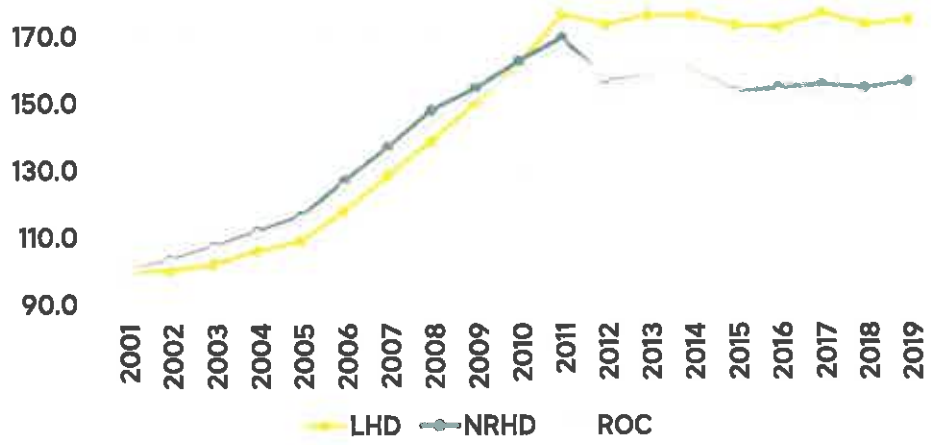


DESIGN REVIEW AND PROTECTION SHOW A CLEARER IMPACT ON HOUSING THAT IS 100 YEARS OLD OR OLDER.



However, the point-in-time data does not tell the full story. The wealth-growing potential of historic districts is best illustrated by the change in value of properties over time. Between 2001 and 2019, the value of the single-family residential properties in the local historic district increased the most. National Register Districts have also started to outperform the rest of the city in the last few years.

Change in Average Annual Price Per Square Foot



Economic

Development

“Over the long term, places with strong, distinctive identities are more likely to prosper than places without them. Every place must identify its strongest, most distinctive features and develop them or run the risk of being all things to all persons and nothing special to any... Livability is not a middle-class luxury. It is an economic imperative.”

**- Robert Merton Solow,
Nobel Prize Laureate in Economics**

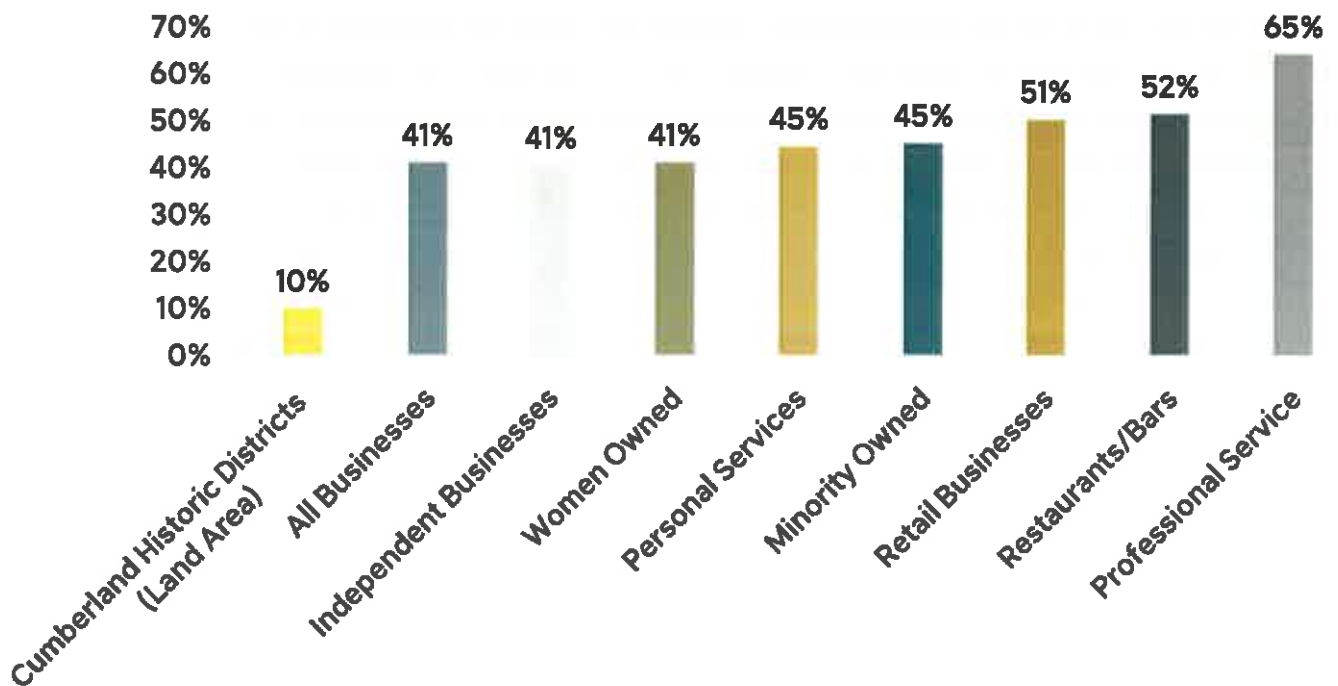
The past 10 years have been hard on downtown Cumberland. While economic downturns have played a role, city funding priorities have also pulled resources away from downtown. Too often these resources are used to demolish buildings with the hopes of attracting out-of-town investment, instead of investing in Cumberland’s already walkable, character-rich downtown. Having a downtown that can serve as the civic, economic, and social heart of the city contributes to Cumberland’s overall quality of life. Cumberland is well poised to have a thriving downtown that serves residents and visitors alike--between the bike trails connecting downtown Cumberland to Pittsburgh and Washington DC, the proximity to natural recreation areas, the unique character of the commercial architecture, and the layers of funding opened up by being part of both a National Historical Park and a State Heritage Area. The ingredients for success are there. Appendix 2 includes a report on quality-of-life economic development approaches that are directly applicable to Cumberland.

**CUMBERLAND
HAS EVERY
INGREDIENT
FOR QUALITY
OF LIFE BASED
DEVELOPMENT.**

Historic Districts are Good for Business

Like many cities, Cumberland's historic districts contain their own commercial corridors. These corridors serve as commercial, civic, and social hubs in Cumberland. Using data from Dun & Bradstreet, the largest database of business information, an analysis of businesses in historic districts was performed.¹¹ Overall, just over 41% of all private businesses are located in historic districts. Additionally, nearly 65% of the professional service businesses, including lawyers, accountants, banks, real estate and insurance agents, as well as architecture and design firms, are located in historic districts. While historic districts only make up 10% of the City's land area, 41% of all businesses, 50% of retail establishments and almost 52% of restaurants and bars are located within them. This demonstrates a revealed preference on the part of certain types of business to locate in historic districts.

The Cumberland Economy Share of Businesses within Historic Districts

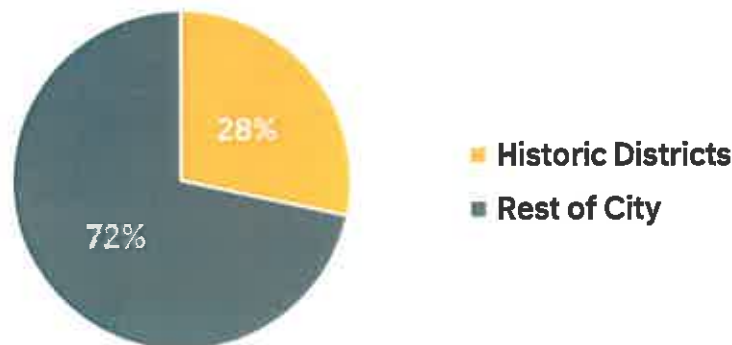


¹¹ Dun & Bradstreet relies on self-reported business data. Therefore, it is not a reporting of 100% of businesses and may skew towards larger businesses.

Historic Districts are Good for Jobs

Historic districts are magnets for jobs. 28% of Cumberland's jobs are located in historic districts, despite making up only 10% of the City's land area. The larger share (41% of businesses) in historic districts when they only host 28% of the jobs is due to the type of business. Historic districts house a large share of locally-owned, small firms that individually employ fewer people.

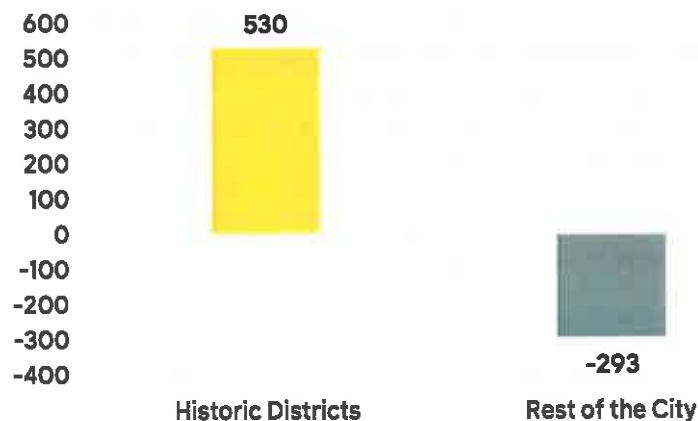
Share of Jobs in Historic Districts (2017)



At a macro view, job growth in Cumberland has been fairly stagnant at 2.4% since 2002, well behind the state of Maryland's 12% growth from the same time period. However, on deeper analysis, Cumberland has seen significant growth in certain sectors and in historic districts.

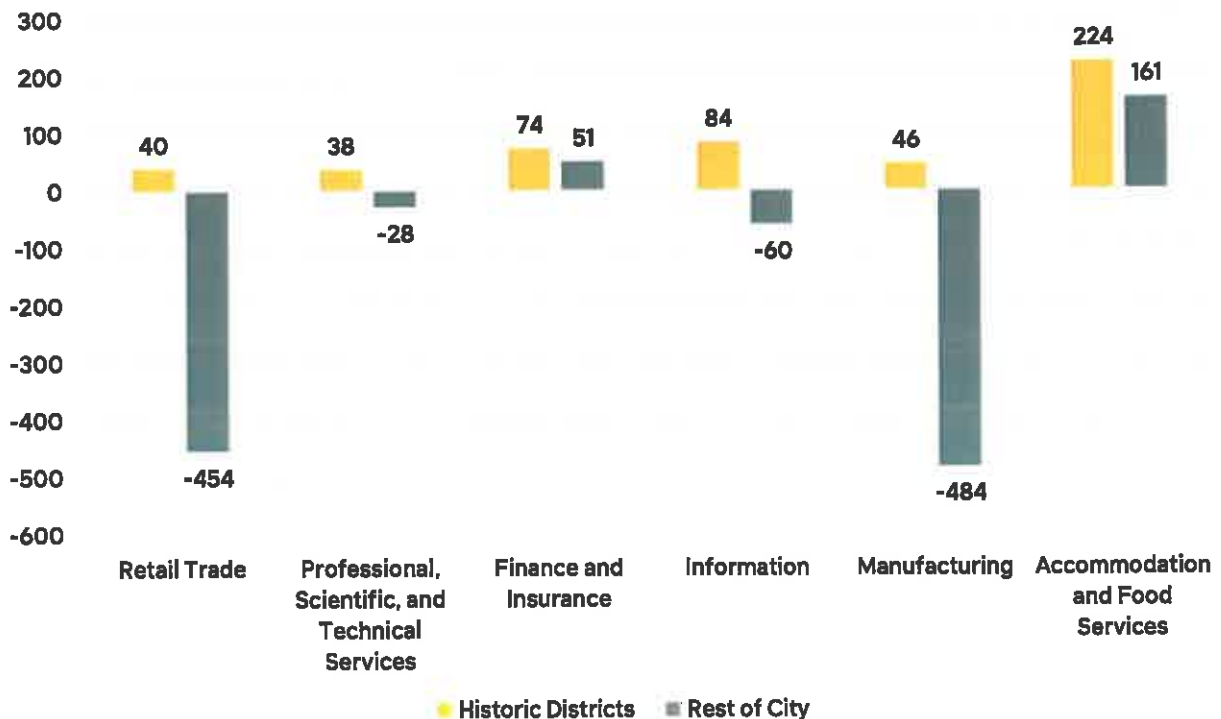
In fact, while the citywide job growth numbers show a net job growth of 237 jobs between 2002 and 2017, that number is deceptive. The historic districts in Cumberland saw a growth of 530 jobs; the rest of the community lost 293 jobs over that period.

Change in Jobs, 2002-2017



The job growth in certain sectors has been significant. Cumberland's health care industry has been the lead in job growth, and more than a quarter of new jobs in that sector have taken place in historic districts. The large growth in the Accommodation & Food Service jobs reveals that historic districts are the locations of choice for the types of businesses that bring vitality to a city, such as restaurants, bars, hotels, cafes, and more. Even retail jobs, many of which disappeared over the 15 year period, saw a growth in numbers in the historic districts. Three sectors in the knowledge industries -Professional, Scientific, and Technical Services; Finance and Insurance; and Information-all grew disproportionately within Cumberland's historic districts. Finally, while Cumberland has not escaped the nationwide pattern of job losses in manufacturing, there has actually been a slight increase in those jobs in the historic districts.

Change in Jobs - Selected Industries, 2002-2017



Cumberland's modest job growth should not be overlooked. It's a significant positive economic health indicator. However, according to data from the Longitudinal Employer Household Dynamics dataset from the US Census, 77% of workers in Cumberland live outside the City. The challenge for Cumberland will be to not only continue this job growth, but also reverse its population decline to increase the number of people living and working in Cumberland. Historic Districts are an asset to the City in this pursuit because they are magnets for job and property value growth, as well as the location of choice for small businesses.

**CUMBERLAND'S
MODEST JOB
GROWTH IS A
SIGNIFICANT
ECONOMIC
HEALTH
INDICATOR.**

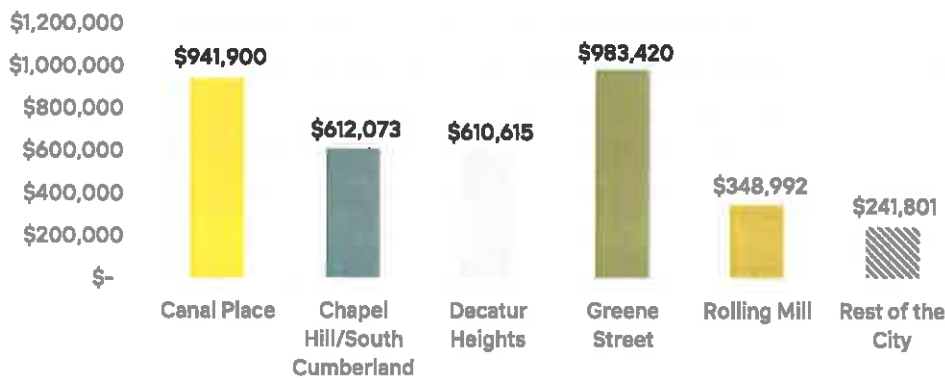
215 S. George Street



Value Per Acre

The economic density of historic districts is felt in other ways. From a tax revenue perspective, the historic districts disproportionately provide the needed revenue stream for the City of Cumberland, Allegany County, and the local school districts. Properties in historic districts combined represent 3 times the assessed value per acre than the rest of the city. That revenue is critical for paying for teachers, police officers, and fixing potholes.

Total Assessed Value Per Acre Historic Districts vs. Rest of City



Main Street Cumberland

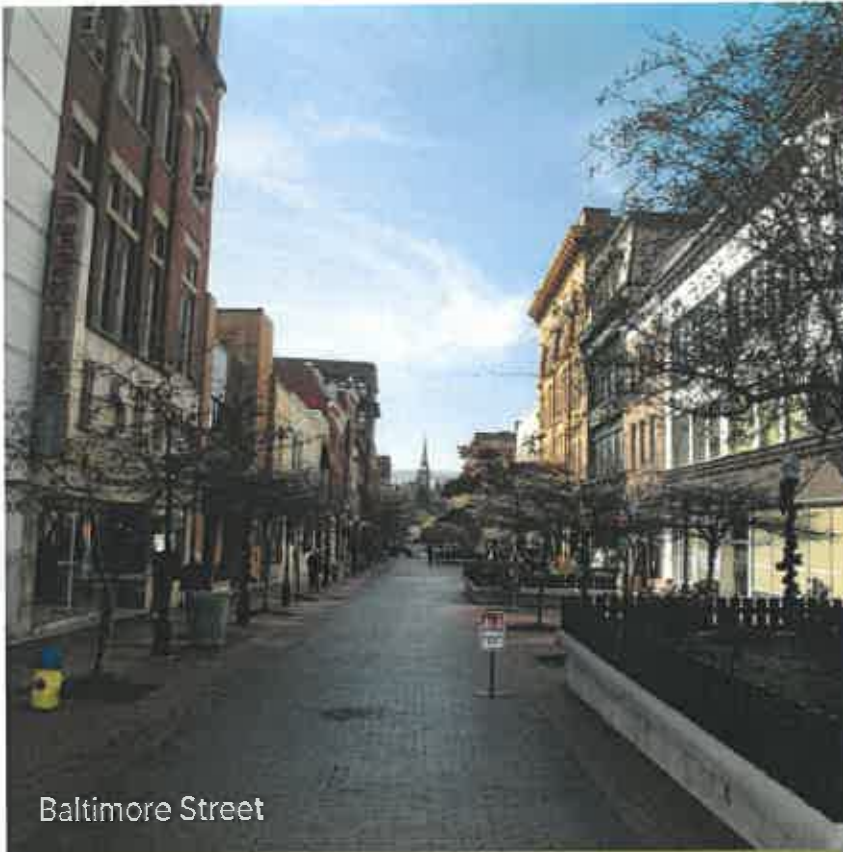
Cumberland was one of the first communities to be a part of the Maryland Main Street Program in 1998. The Main Street program is economic development within the context of historic preservation, with a focus on downtown. Main Street communities like Cumberland receive economic and technical support from the Maryland Main Street program for economic planning, marketing and promotion, training, and education. Simply stated, communities use their historic assets - their built heritage - as the basis for their economic growth. The program saw much early success due to dedicated champions of downtown, but that breadth of energy is missing today. While Cumberland is still recognized as a Main Street community, the program's energy has waned. Additionally, the City has redirected economic development efforts away from downtown. However, with the recent hiring of a new Executive Director of the Downtown Development Commission, Cumberland Main Street could see renewed energy.

Nationally, Main Street communities have seen over \$85.43 billion reinvested, 150,079 businesses started, 672,333 jobs created, and 295,348 buildings rehabilitated since 1980. In Maryland, there have been \$706 million reinvested and 1,500 net new businesses since 1997. These numbers are possible because participating towns have recognized that part of their competitive advantage comes from their unique history as reflected in their built environment. This built history has become the economic asset that differentiates their community. People and businesses show a preference for uniqueness and authenticity, and communities that utilize their historic built structures are able to capitalize on that. That is reflected in a community's economic investment record.

Main Street is not a quick fix program. It rests on the principle of incremental improvements over time. But unlike quick fix efforts that often are expensive and rarely live up to expectations, Main Street's building by building, business by business approach is achievable and sustainable. The 40-year track record demonstrates that. The bottom line - Main Street works!

Though the Main Street District only makes up only .7% of the City's total land area, it has accounted for tens of millions of dollars of investment, as well as hundreds of new jobs and businesses.

**MAIN STREET
HAS ACCOUNTED
FOR HUNDREDS
OF NEW JOBS
AND BUSINESSES
IN CUMBERLAND.**



Baltimore Street

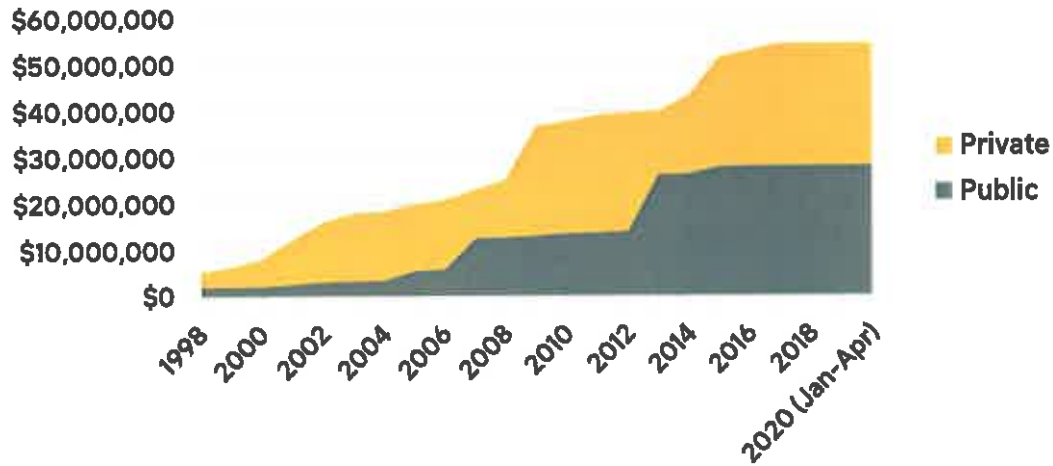
-  Main Street District
-  Local Historic District
-  National Register Districts



Investment

The Main Street Approach has been an important economic development tool for historic preservation in Cumberland. Since 1998, over \$82.6 million has been invested in the buildings, infrastructure, and public improvements in Cumberland’s Main Street District. 66% of this has been from the private sector, which has invested nearly \$55.5 million in the Main Street district.

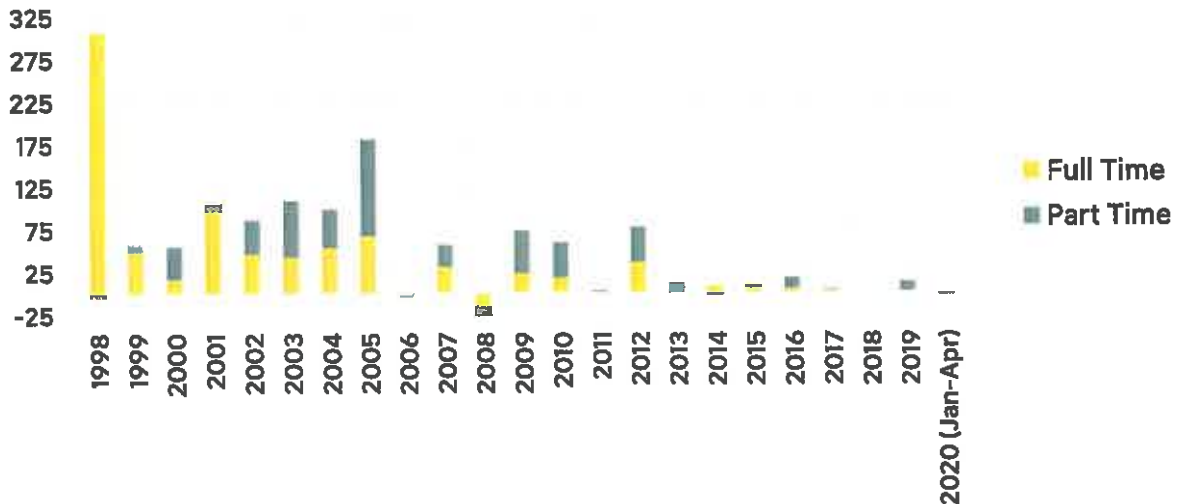
Public & Private Investment Downtown Cumberland



Net New Jobs

Main Street Cumberland reports on a broad range of statistics to measure change in the district. Overall, Cumberland has reported a cumulative total of just over 800 net new full-time jobs and nearly 500 net part-time jobs.

Net New Jobs Downtown Cumberland

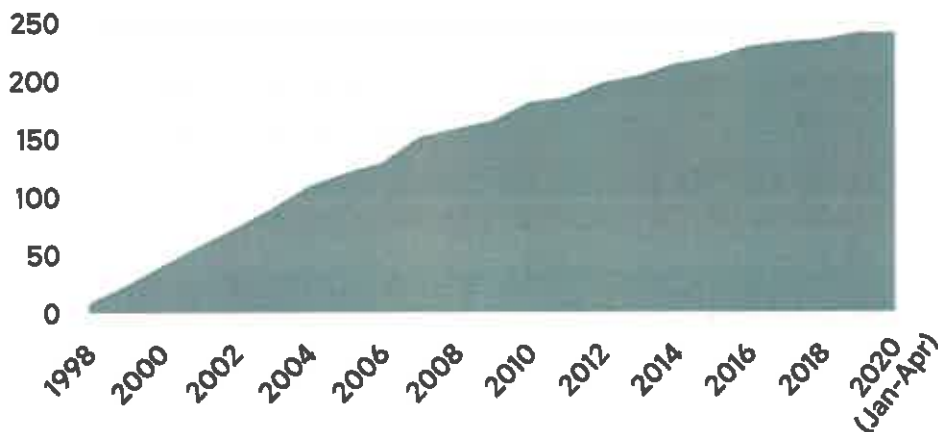




Net New Businesses

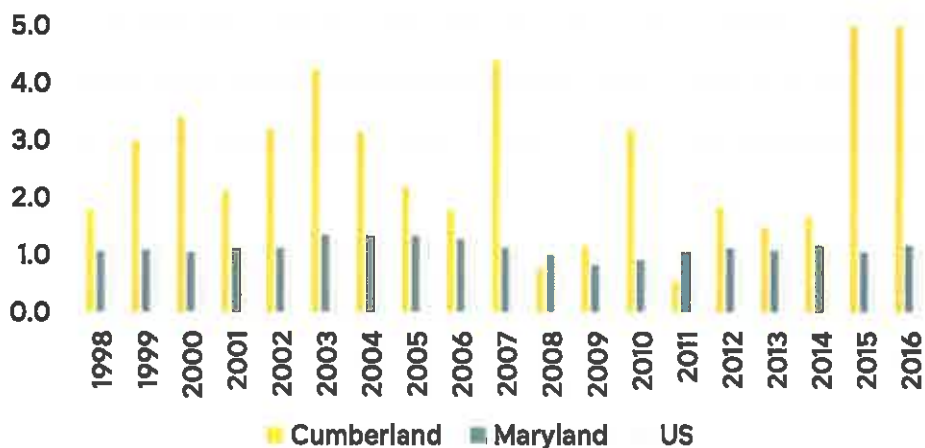
Only reporting new business start-ups would not accurately reflect the true status of a local downtown economy. Therefore, Main Street Maryland asks its communities to report new businesses and business closings. In total, Cumberland Main Street has seen over 240 net new businesses. Why is this number so large? First, downtowns, with their variety of spaces (size, condition, availability) and often more affordable rents, have proven to be ideal for business start-up. Second, the availability of a Main Street Director to help support people in their new business efforts, coupled with incentives, has fueled the creation of new businesses.

**Cumulative Net New Businesses
Downtown Cumberland**



A useful test of local economic health is the relationship between the number of businesses that open vs. those that close, which can be expressed as a ratio. If, for example, over the course of a year one town saw 11 new businesses open but 10 businesses shut their doors, the ratio would be 1.1. The entire US economy was hit hard in the recession, which began in 2007 and officially lasted for 18 months. However, because the recovery was so weak, many parts of the country experienced a prolonged period of recession. That economic downturn was reflected in the open-to-close ratio in both the U.S. and in Maryland. In 2006, the national open/close ratio was 1.24, meaning 124 business opened for every 100 that closed. By 2009, the ratio was down to .84, meaning only 84 businesses opened for every 100 that closed. The state of Maryland as a whole fared a little worse—for three consecutive years, the state saw a slightly greater drop in the open/close ratio than the national average. But Main Street districts? Even in the depths of the recession, more businesses were opening than closing. At the recession's height in 2009, Cumberland's Main Street district had an open/close ratio of 1.17, meaning for every 117 businesses that opened, 100 closed. With the exception of 2011, for every year over the past decade, Cumberland's Main Street has outperformed both the state and the country on that measure.

Ratio of Business Opening to Business Closing



Cumberland was an early leader in the Main Street Maryland movement and enjoyed much success in the first years of the program. The economic turndowns of the last decade have caused activity to slow in downtown. However, with the upcoming redevelopment of Baltimore Street in the pipeline and the newly hired Executive Director of the Downtown Development Commission, downtown Cumberland is well poised to thrive under the Main Street approach once again.



CG Enterprises, LLC
Christopher Hendershot, Garrett Eagan

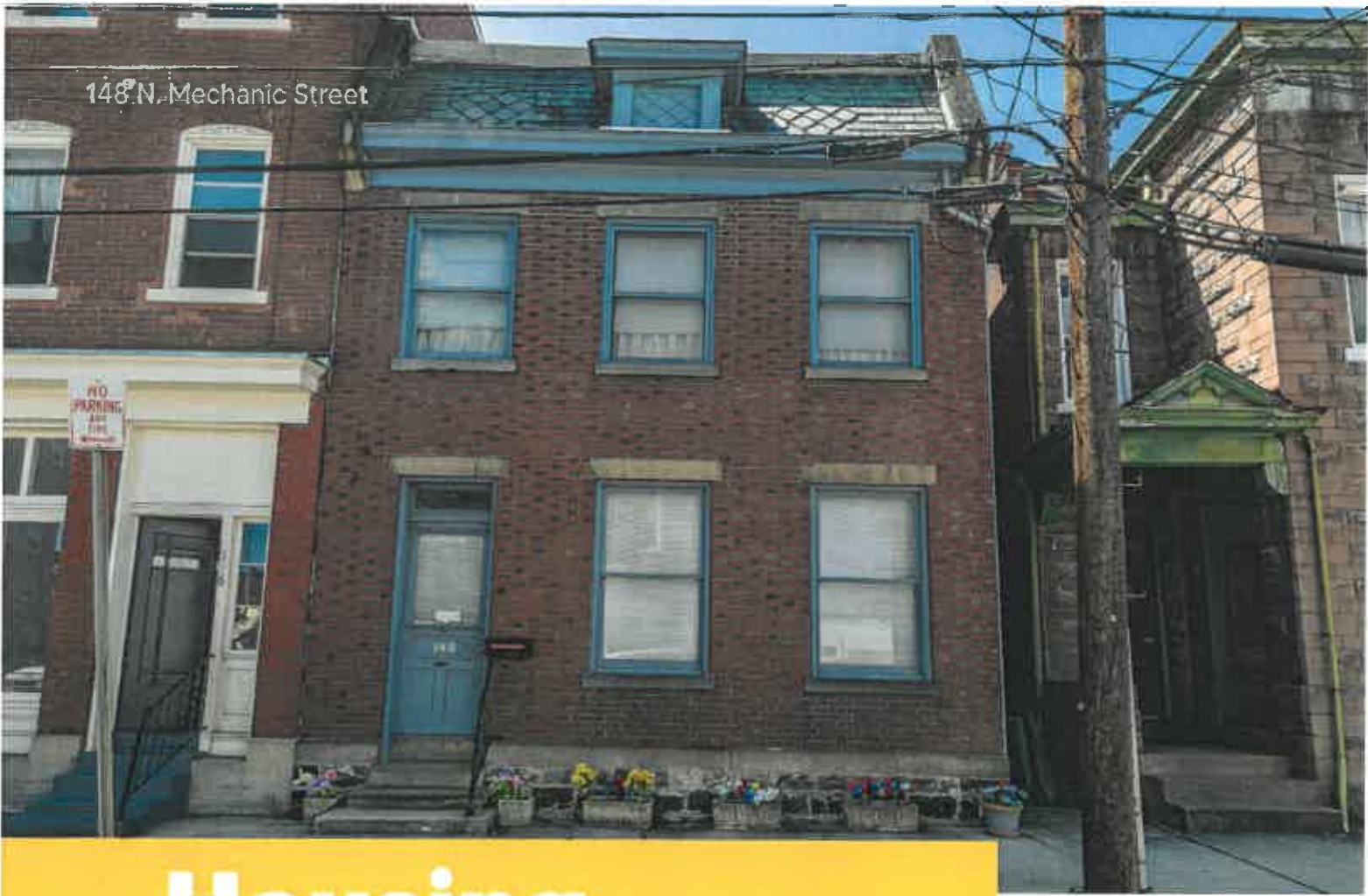
Cumberland natives Chris Hendershot and his partner, Garrett Eagan, opened a video game store, Cartridges Galore, in downtown Cumberland in 2013. Building on the success of that initial venture, they have since expanded to 10 locations in three states. With that kind of business growth, they could have relocated their headquarters at any time, but Chris said that they stayed in downtown Cumberland because “we love this city; it is near and dear to us.”

Chris and Garrett initially rented space in The Perrin Building, a 1920’s structure on Pershing Street. But with their success came a desire to create a more permanent presence, so they bought the building. They have utilized Federal and State historic tax credits to help underwrite the cost of rehabilitation and now have a mixed-use structure with two high end luxury apartments on the top floor, second floor office space, and three commercial units on the ground floor, including Cartridges Galore.

With this move into real estate, Chris and Garrett formed CG Enterprises, LLC. Their most recent purchase is The McMullen Building, a 70,000+ square foot structure on Baltimore Street. Also built in 1920, this building currently houses commercial and office space with plans to add 10 upper floor luxury apartments and lofts plus ground floor retail and dining opportunities. With the City’s commitment to the Baltimore Street Access Project, which calls for the replacement of underground utility lines, followed by the reopening of Baltimore Street and adding streetscape upgrades, The McMullen Building will be strategically located to help lead downtown’s revitalization, something Chris wants to be a part of. He has said that “downtown’s architecture is really extraordinary” and believes that downtown, with the right re-branding and marketing effort, is poised to excel.

**CARTRIDGES
GALORE
DEMONSTRATES
THE IMPACT
OF DOWNTOWN
INVESTMENT.**

148 N. Mechanic Street



Housing

Affordability

The reasons for Cumberland's affordable housing issues are different than elsewhere in the country, and so they will require unique solutions.

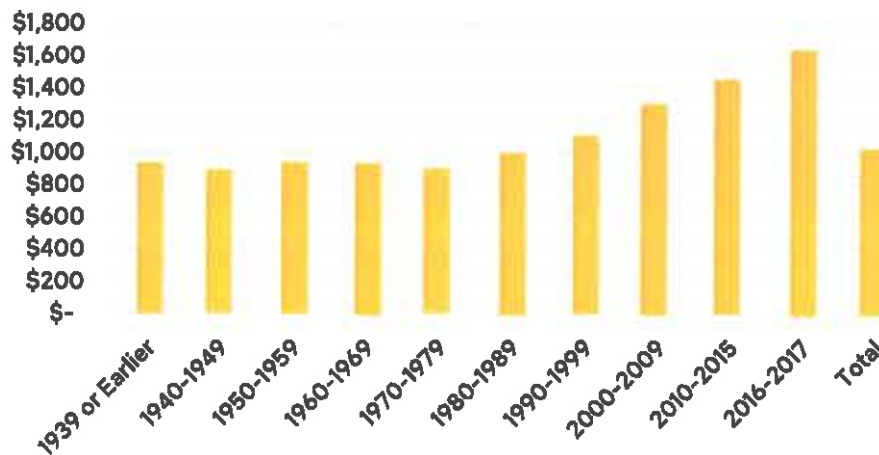
Housing affordability is a critical issue throughout the country. According to the National Low Income Housing Coalition, "no state has an adequate supply of homes affordable and available to its lowest-income renters." In hot market cities like Los Angeles or Nashville, rents and property values are rising faster than incomes, which exacerbates the problem. This is not the case in Cumberland, where affordable housing issues take a different form. Like many other legacy cities, Cumberland is facing a paradox: lack of affordable housing, rising homelessness, vacant and dilapidated properties, and low property values, to name a few. The causes of Cumberland's affordable housing crisis are different, so the solutions require a different approach.

**OLDER HOUSING
IS A NECESSARY
COMPONENT
OF ANY
AFFORDABLE
HOUSING
APPROACH.**

Older Buildings and Housing Affordability Nationally

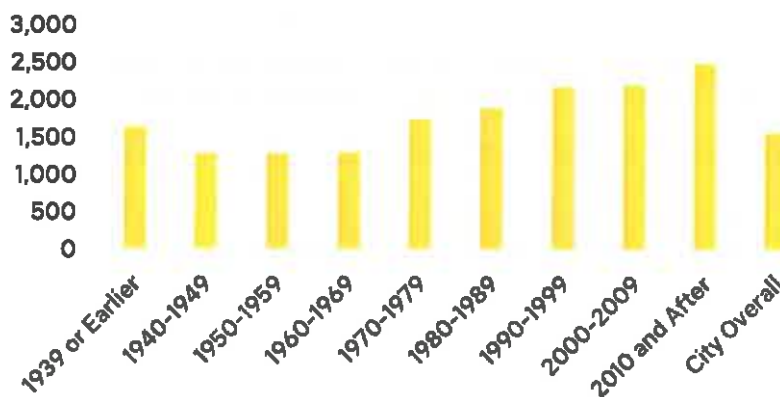
Across the nation, older, unsubsidized, and unprotected buildings provide the vast majority of affordable housing, and this is no less true in Cumberland. Due to a variety of factors, namely unit size and property condition, older housing trends towards lower costs. According to the American Housing Survey, nationally, nearly a third of all housing units were built prior to 1960. This older housing is home to 33% of households with incomes less than \$40,000.

Median Housing Costs (US) All Occupied Housing Units (2017)



One major contributor to affordability is unit size. According to recent data, the average US home built today is 74% larger than one built in 1910.¹² This trend rings true in Cumberland, where homes built today are 52% larger than those built prior to 1940.

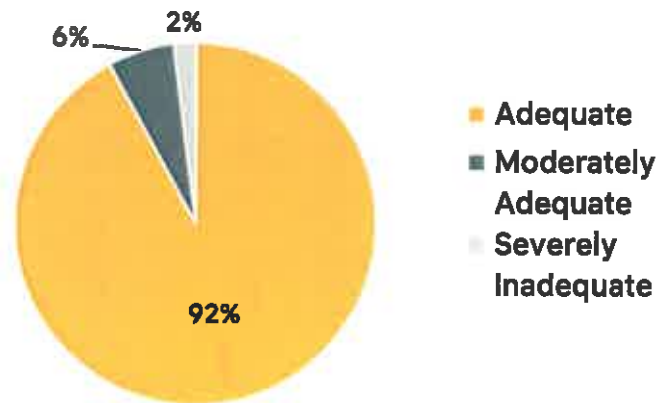
Average Sqft of House by Decade Built (Cumberland)



¹² <https://www.propertyshark.com/Real-Estate-Reports/2016/09/08/the-growth-of-urban-american-homes-in-the-last-100-years/>

Condition is often cited as a concern for older housing. According to data from the most recent (2017) American Housing Survey, the vast majority of pre-1960 occupied housing in the U.S. is habitable.

Pre-1960 Housing Conditions (US)



Comprehensive property condition data was not available for analysis in Cumberland, however recent quantitative survey responses indicate that the overall condition of older housing is a major issue.¹³

Therefore, the trends in Cumberland differ from those seen nationally. Older housing no doubt plays a role in providing low-cost housing in the city, but the challenges faced by legacy cities adds an additional layer of complexity. While older housing in Cumberland is smaller, it falls victim to deferred maintenance. The marketplace for building quality new construction is not well supported, but property owners also lack the capital for maintaining their properties. This has resulted in a situation where Cumberland has plenty of low cost housing in older buildings, but the housing is not adequate.

¹³ 2020 Analysis of Impediments to Fair Housing Choice, City of Cumberland, June 2020.

Housing Affordability in Cumberland

In a recent report, *Analysis to the Impediments to Fair Housing*,¹⁴ it was found that in Cumberland:

- About a third of renter households and more than a quarter of homeowners are housing cost burdened, spending 30% or more of their income each month on housing.
- Fifteen percent of renters and 10.9% of homeowners are severely cost burdened, spending half or more of their income each month on housing.
- Lower income households are significantly more likely to be housing cost burdened. More than 80% of renters with incomes below \$20,000 are cost burdened.
- Nearly a quarter of the City's population has a disability, which presents a further barrier for finding adequate housing.

To the average person, "affordable housing" might bring to mind large scale public housing developments or government subsidies and voucher programs. The reality is that affordable housing means a place to live that is "affordable" to a household so that they do not exceed the 30% rule of thumb.

According to the 2018 U.S. Census data, the Median Household Income (MI) in Cumberland is \$34,189. That is represented as 100% in the table below. The table below also shows the monthly housing costs that would be affordable to a household in each income range using the 30% rule of thumb, as well as occupations that fall within the given income range.¹⁵

	Percentage of Median Income	Income Range	"Affordable" Monthly Housing Cost Range	Occupation
Supportive Services	<30% MI	<\$10,257	<\$256	Part-time worker or unemployed
	30-60% MI	\$10,257-\$20,513	\$256-\$513	Cashier, Bartender
Affordable Housing	60-80% MI	\$20,513-\$27,351	\$513-\$684	Waitress, Retail Salesperson, Janitor, Food Prep Worker, Bank Teller, Home Health Aid
	80-100% MI	\$27,351-\$34,189	\$684-\$855	Security Guard, Stock Mover, School Bus Driver
Workforce Housing	100-120% MI	\$34,189-\$41,027	\$855-\$1,026	Receptionist, EMT, Stock Clerk, Prison Guard, Secretary
	120-150% MI	\$41,027-\$51,284	\$1,026-\$1,282	Welder, Fire Fighter, Administrative Assistant, Nurse (LPN), Police Officer, Plumber, Public School Teacher
Market Rate Housing	150-200% MI	\$51,284-\$68,378	\$1,282-\$1,709	Electrician, Accountant, Paralegal, Dental Hygienist, Nurse (registered)
	>200% MI	>\$68,378	>\$1,709	Physical Therapist

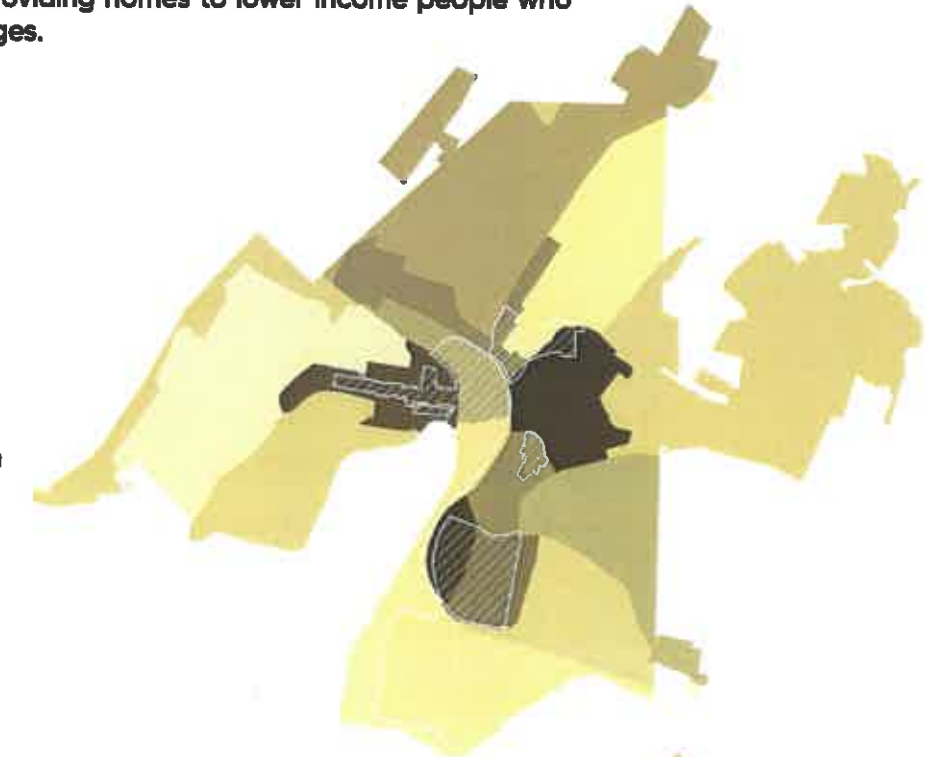
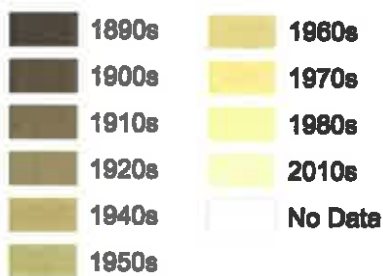
¹⁴ 2020 Analysis of Impediments to Fair Housing Choice, City of Cumberland, June 2020.

¹⁵ Source for occupation data: National Housing Conference Paycheck to Paycheck Database for the Cumberland Metropolitan Statistical Area.

Role of Older Housing

As earlier noted the age of the building stock in Cumberland is significantly older than the U.S. and Maryland on average. While the great majority of housing is old, only 10% of the City is designated, either locally or nationally. Similar to nationwide data, in Cumberland, it is clear that the areas of the city with older housing are providing homes to lower income people who need low cost rent or mortgages.

Block Groups by Median Decade Built

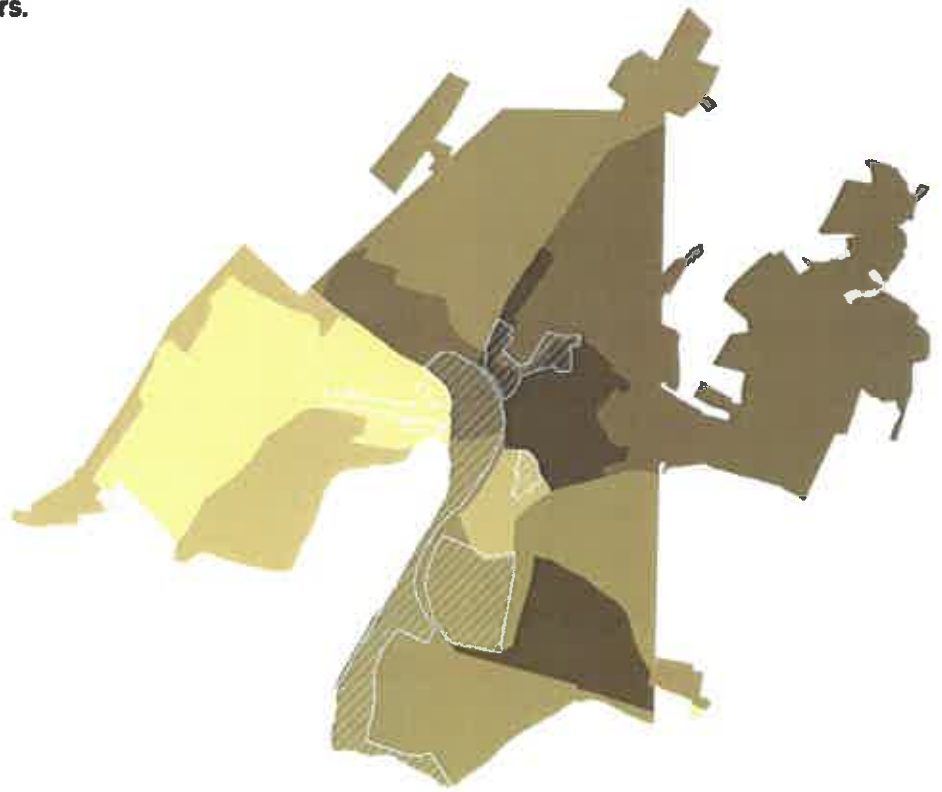


2018 Median Household Income



This “older buildings house lower-income households” pattern primarily is true for both renters and owners.

**2018 Median
Ownership Costs**



**2018 Median
Gross Rent**



Condition, Vacant, and Abandoned Housing

While the national data shows the vast majority of older housing is in adequate condition, this may not be the case in legacy cities like Cumberland. Legacy cities suffer from a cycle of population loss, job loss, tax revenue declines, etc., that results in substandard housing. Homeowners and landlords alike often lack sufficient funds to properly maintain their buildings.

Getting a handle on property condition is imperative to tackling the problem of affordable housing. Cumberland currently lacks a citywide property condition survey to fully illustrate the circumstances quantitatively, though as of 2020, a housing study is underway. However, qualitative survey findings demonstrate residents are impacted. Findings from the *Analysis of the Impediments to Fair Housing* illustrate the severity of the problem:

- 15.1% of Cumberland residents say that several homes in their neighborhood appear to have “major structural issues and seem uninhabitable.”
- 25.8% of residents say that several homes “appear to be in need of major repair (e.g. new roof, siding, or windows).”
- More than 43% of Cumberland residents say that vacant properties are a problem in their neighborhood.

Additionally, in 2018 West Virginia University (WVU) and Downstream Strategies Surveyors conducted a “windshield survey” of over 11,000 properties. The survey identified 512 properties that were dilapidated and/or vacant buildings. This data is crucial to understanding the vacant and abandoned building situation in Cumberland. A majority of the problem properties are single-family homes. The following are some takeaways from the Blight Plan:¹⁶

- 203 were both vacant and dilapidated,
- 195 were dilapidated and occupied, and
- 114 were vacant but not dilapidated.¹⁷

¹⁶ As a firm, PlaceEconomics intentionally does not use the term “blight.” While it is common in HUD and urban planning lexicon, the term is fraught with racist history, often leveled at powerless or vulnerable communities. Instead, we apply more descriptive terms, like vacancy, abandonment, disrepair, etc.

¹⁷ Vacant lots were not included in this number, which are a major contributor to the economic health of a block.



The work that has been undertaken in Cumberland through the Blight Inventory is a good foundation for making decisions about targeted investment, as it helps decision makers:¹⁸

- Identify properties that cannot be restored: lowest value properties
- Prioritize properties of a certain condition that can be brought up to marketable condition
- Address physical exterior of homes: create curb appeal, protect interior condition
- Find scalable redevelopment opportunities: not just one building on a block, but rather identify areas of strength and target the low value properties on those blocks that can add to market stability

While these studies are important, understanding building conditions on a property by property basis is extremely important background knowledge.¹⁹ It is good to know the worst of the worst, but it's even more beneficial to understand the spectrum of condition: which properties are in danger of slipping into dilapidation without a small, one time investment, or conversely, which groupings of properties are suitable for targeted investment to rebuild market strength. These efforts of surveying should be cyclical as the situations with vacant or dilapidated buildings can change day to day.

¹⁸ https://449a2c9c-7771-4989-8aef-8f4e3c257ce3.filesusr.com/ugd/aa5f1e_f8d13f5d-035c4b23938c7edaad70cefc.pdf

¹⁹ The City's code enforcement data was not available at the citywide, property by property level for this report.

The Double-Edged Sword of Low Rent

Having available rental units at a relatively affordable price seems like a great deal. However, as discussed elsewhere in this report, “affordability” is not a fixed amount but a share of a household’s income that it can devote to housing costs – rent or mortgage payments and other bills related to housing that have to be paid. There are too many households in Cumberland that are “rent burdened”.

Even so, in absolute terms, rents are lower in Cumberland than many other places. Barely an hour away in Hagerstown, rents are nearly a third higher than in Cumberland. Here’s the problem – it costs the same \$4,500 to \$9,000 to replace the roof in Cumberland as it does in Hagerstown, but far fewer dollars available to pay for it.

Certain bills have to be paid, whether the property is lived in by the owner or by a rent-paying tenant. These include property taxes, insurance, and other fixed costs. In addition, another cost that also should be paid each year is property maintenance. But when the rent that is collected is only enough to make the mortgage payment, taxes, and insurance, there is nothing left to go towards repairs and maintenance.

In Cumberland, a house worth, say, \$80,000 and generating rents of \$850 a month should spend between \$1,400 and \$1,600 in property repairs and maintenance annually. But maybe this year all of the rent was consumed paying the “must pays” – mortgage, taxes, and insurance with nothing left for maintenance. So the owner doesn’t make those expenditures. But the repairs that should have been made this year don’t go away, and new repairs will be needed next year. What should have been spent becomes “deferred maintenance.” According to a recent report by the Federal Reserve Bank of Philadelphia, nationally, a single-family house built prior to 1939 that is occupied by a low-income tenant needs on average \$4,162 in repairs.²⁰ If the rents are only sufficient to pay the mortgage, taxes, and insurance, where is that money going to come from?

Here’s what makes the situation even more challenging: the cost of doing the repairs doesn’t just go up each year they are deferred, it goes up at an increasing rate. This has been compared to compound interest on a loan – the bill gets higher and higher each year. One analyst developed the Law of Fives – if repairs are not made, the ultimate cost of replacement will be five times the amount the repairs would have been.

It is often this compounded growth in repair costs that results in an owner simply walking away from a property, tearing it down, or keeping it vacant. In Cumberland, each of those alternatives removes one more unit of affordable housing from the market, adding to an already challenging housing affordability environment for many households.

It is for these reasons that early and effective action to stabilize and repair older housing has to be at the core of Cumberland’s affordable housing strategy.

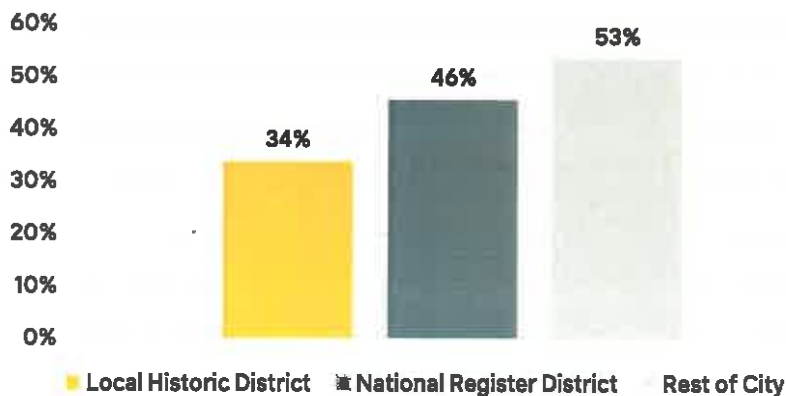
20. Measuring and Understanding Home Repair Costs: A National Typology of Households, September 2019. <https://www.philadelphiafed.org/-/media/community-development/publications/special-reports/home-repair-costs-national-report.pdf>

Historic Districts and Housing Affordability

It is often assumed that historic districts largely cater to high-income and privileged population groups, excluding people of lower income. It is also assumed that historic districts do not contain either unsubsidized or subsidized affordable housing. However, the findings of this study suggest otherwise.

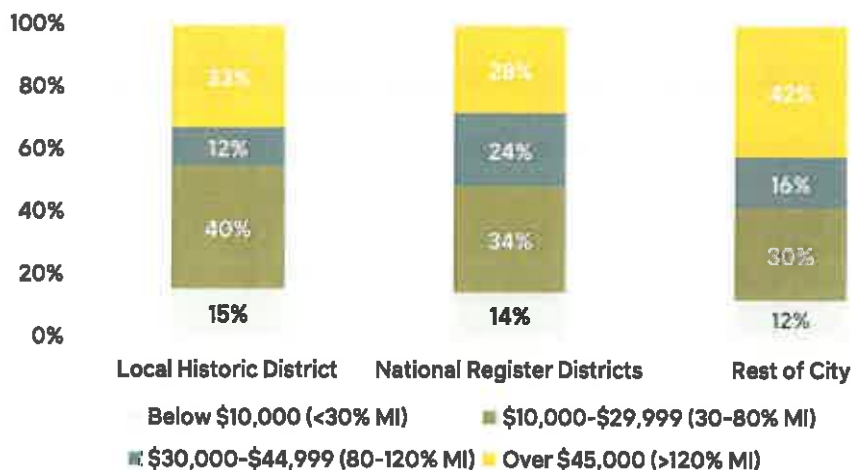
Overall, the Cumberland’s historic districts are home to just over 25% of the City’s households. While the City itself is comprised of 50.5% owner households and 49.5% renter households, the homeownership rate in the National Register Districts is slightly less (45.6%), and the local historic district’s home ownership rate is only 33.8%. This means that historic districts in Cumberland largely serve renter households.

Homeownership Rates



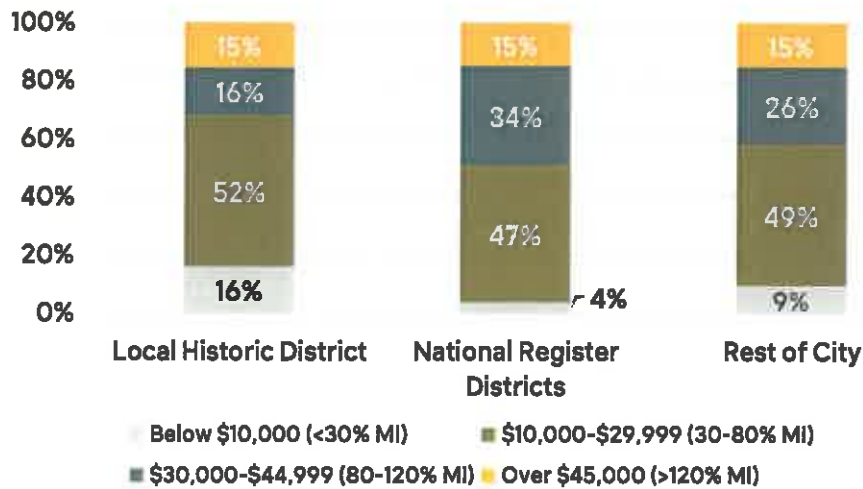
While historic districts only house 25% of households, they overwhelmingly accommodate those earning less than the median household income (100% MI).

Share of Households by Cumberland’s Median Income



Utilizing the 30% “affordable” rule of thumb, the housing costs for renters and owners show that historic districts provide affordable housing to both low-and-moderate income households.

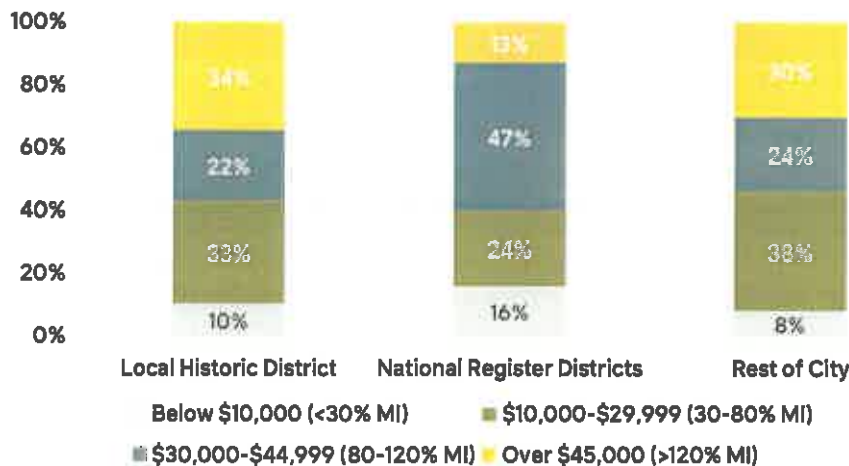
Share of Rental Units Affordable by Cumberland’s Median Income



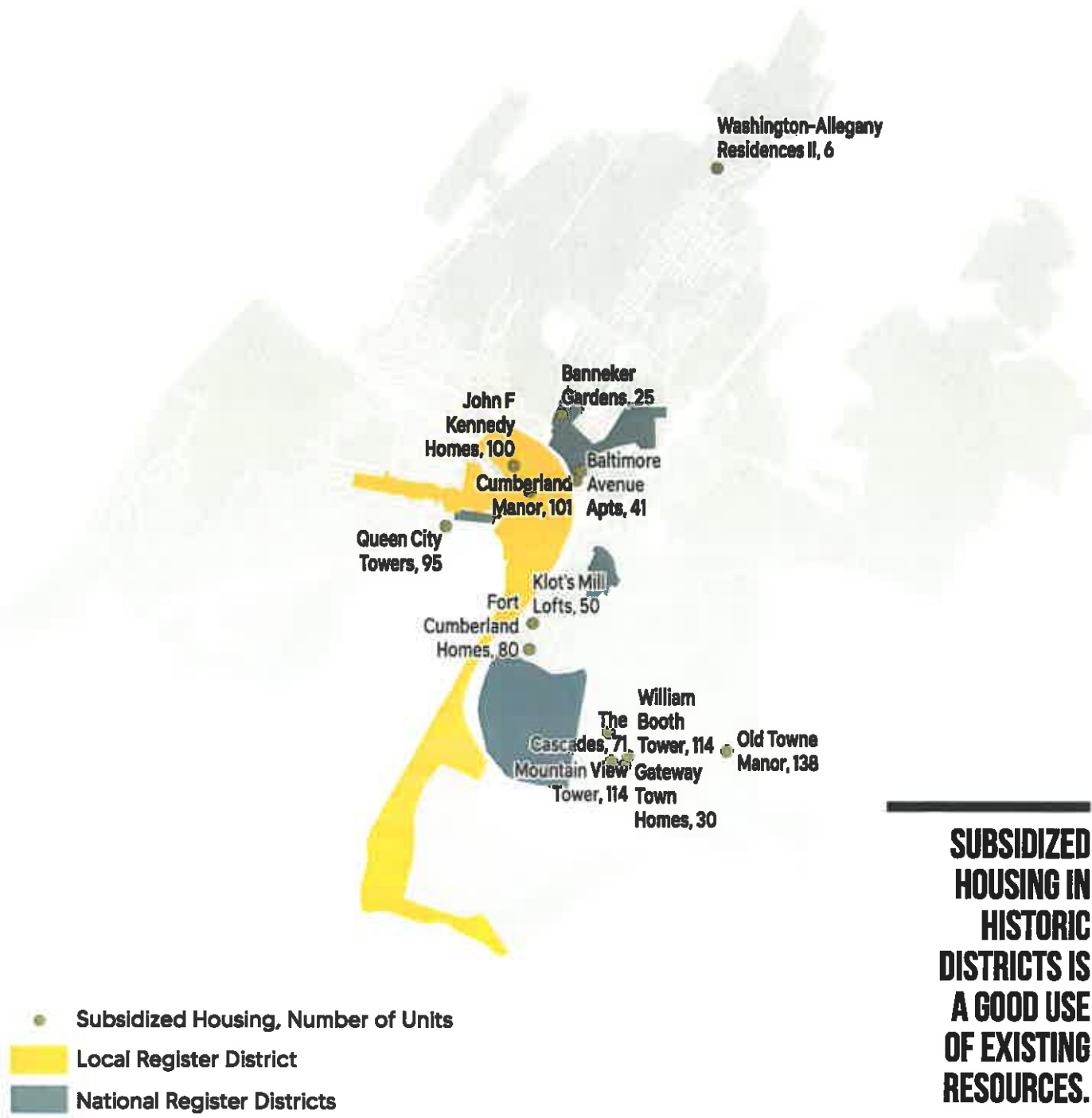
HISTORIC DISTRICTS PROVIDE AFFORDABLE HOUSING TO LOW AND MODERATE INCOME HOUSEHOLDS.

This pattern is also true for owner occupied units.

Share of Owned Units Affordable by Cumberland’s Median Income



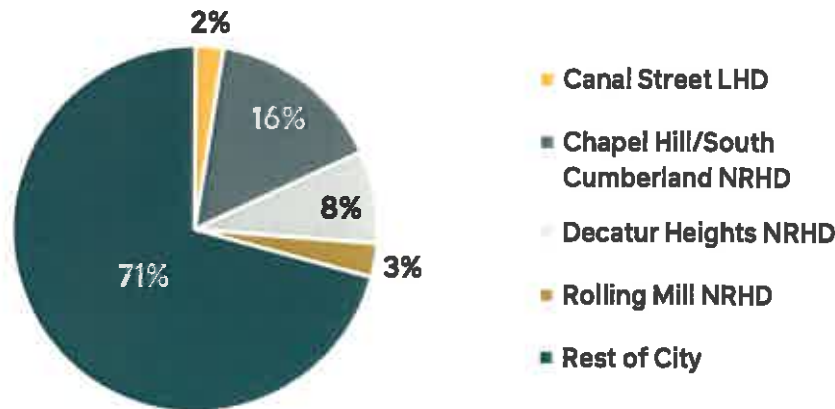
A significant share of Cumberland’s subsidized affordable housing is located in historic districts as well. In fact, 30% of subsidized public housing units are located in historic districts. Subsidized housing in historic districts makes perfect sense: it represents a wise use of larger, older structures and puts residents closer to the amenities and benefits that historic districts offer.



SUBSIDIZED HOUSING IN HISTORIC DISTRICTS IS A GOOD USE OF EXISTING RESOURCES.

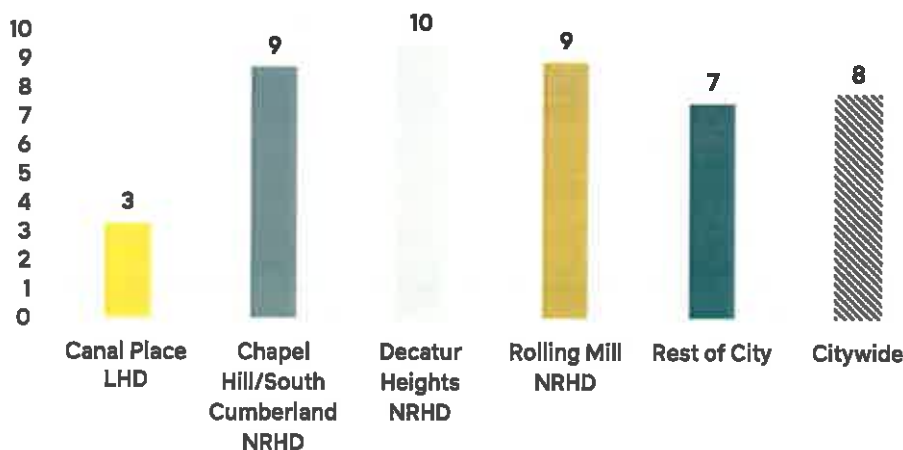
The local historic district, where properties are subject to historic design guidelines, does seem to offer some protection from vacancy and deteriorating property conditions. This is key to protecting affordable housing. When looking at data from the Blight Plan survey, only 2% of the problem properties are located in the local historic district.

Share of Blight Properties



Areas that have historic properties but are not subject to design review, i.e. National Register Districts, do not appear to be insulated from Cumberland’s vacancy challenges. However, their Overall Property Condition Scores indicated better conditions than those in the Local Historic District and the rest of the city.²¹

Average Overall Blight Score



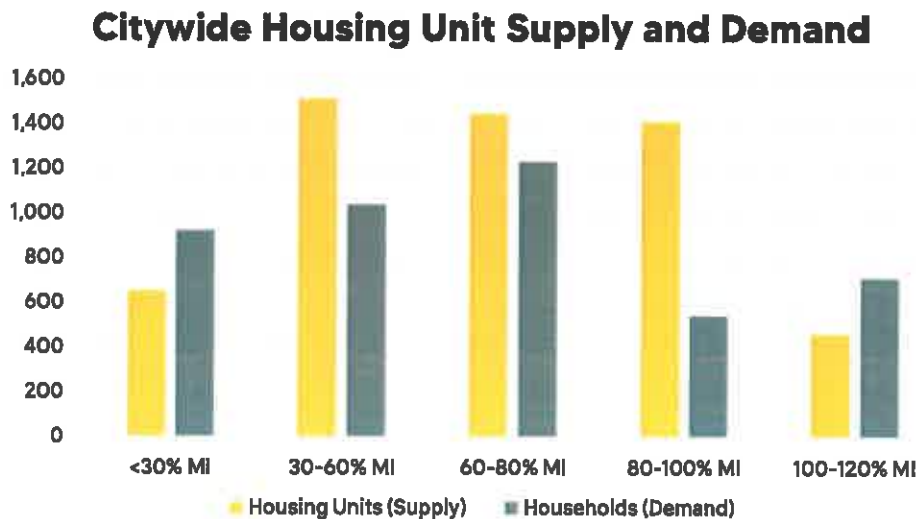
**PROPERTIES
IN THE LOCAL
HISTORIC
DISTRICT ARE
LESS LIKELY TO
BE DILAPIDATED.**

²¹ The WVU project team developed a ranking scheme to prioritize the collected survey points based on the severity of dilapidation. The survey app prompted surveyors to rate seven exterior building features (roofing, windows, doors, exterior walls, porches/stairs, foundation, and storefront/signage) on a scale from one (poor) to four (excellent). The project team assigned a weighted score [overall score] for each property based on each structure’s cumulative score as well as its vacant and/or dilapidated status. The higher the score, the better condition the property is considered to be in.

Scale of the Problem

Cumberland has low cost rent, vacant structures, job growth, and historic districts with appreciating real estate values. These are not conditions that one usually associates with unaffordable housing.

Like many places across the country, Cumberland's "problem" is a mismatch of housing options and households that can afford them. To illustrate the mismatch, the number of housing units with housing costs "affordable" to households in Cumberland using the 30% rule of thumb was applied. In the graph below, the blue bar indicates the number of households in the given Median Income (MI) category. The yellow bar indicates the number of housing units being affordably rented/owned in that range.²² For example, citywide, there are 922 households that earn below 30% MI (around \$10,200), but there are only 654 housing units either being rented or owned that are affordable to those earning below 30% MI.



**THERE IS A
MISMATCH
BETWEEN THE
NUMBER OF
AFFORDABLE
UNITS AND THE
NUMBER OF
HOUSEHOLDS
REQUIRING
AFFORDABLE
HOUSING.**

What this graph doesn't tell us:

- When a household that earns 120% MI or more may be renting an apartment that only costs them 10% of their income. Commonly, affordable housing solutions are directed at households earning 120% of the median income or less.
- Whether the perceived surplus of units available to the 30%-100% MI range are units that are habitable.
- What the market will support. For a household that earns 120% or more, the rent would be more than \$800 per month. The market in Cumberland just does not support many of those types of units. Therefore, it is assumed that these households are not spending 30% of their income on rent.

²² See Appendix 1 for a full listing of the affordability gap.

Cannot Build New and Rent Cheap

Across the nation, as cities have explored various strategies to address the affordable housing crisis, local leaders and affordable housing advocates have started to recognize that they cannot build themselves out of this crisis. Of course new construction is both desirable and necessary, but affordable housing developers are increasingly finding that housing preservation is faster and cheaper than building new. A 2016 study found that “preserving existing affordable housing generally costs less than new construction, prevents displacement, and takes advantage of existing land-use patterns.”²³ Reports from the MacArthur Foundation’s Window of Opportunity initiative, which has preserved 45,000 affordable rental homes, state that the average cost per unit was \$81,000—about half the cost to build a new rental apartment in the U.S.²⁴

It is incredibly difficult to build new and rent cheaply, at least not without deep subsidies. Even where those subsidies are used, it is still often cheaper to rehabilitate an existing structure with subsidies than to build new. A recent study of new construction costs for Low Income Housing Tax Credit (LIHTC) projects across the U.S. found costs were approximately \$40,000 to \$71,000 (25 to 45 percent) higher per unit than those of acquisition-rehab projects.²⁵ While rehabilitation costs of course depend on the condition of the unit, not all units need significant work to be brought up to habitable standards, and the quality of their original construction makes them worthy of the reinvestment. Many homes built pre-1900 were built individually, not as part of a development plan. As a result, the homes vary more in style and craftsmanship, but they were also made with quality materials that make rehabilitation an attractive option because it adds to their market uniqueness.²⁶ Again, it is unlikely that a new building can be built cheaply at the same level of quality and character as these existing structures.

**IT IS NOT
POSSIBLE TO
BUILD NEW AND
RENT CHEAPLY,
AT LEAST NOT
WITHOUT DEEP
SUBSIDIES.**

23 <https://www.bloomberg.com/news/articles/2016-08-26/urban-institute-affordable-housing-study-focuses-on-preservation-of-existing-homes>

24 <https://www.macfound.org/press/publications/brochure-window-of-opportunity-preserving-affordable-rental-housing/>

25 Comparing the Costs of New Construction and Acquisition-Rehab In Affordable Multi-family Rental Housing: Applying a New Methodology for Estimating Lifecycle Costs. <https://pdfs.semanticscholar.org/5337/abc2544ae5820a1bc92e52ce3d8f6d5fb8f9.pdf>

26 Hilltop Alliance https://449a2c9c-7771-4989-8aef-8f4e3c257ce3.filesusr.com/ugd/aa5f1e_f8d13f5d035c4b23938c7edaad70cefc.pdf

Subsidized Housing Can't Do All the Lifting

One distinction that is important to make is the difference between Affordable Housing with an Uppercase "A" and affordable housing with a lowercase "a."

When talking about small-scale, single-family or multi-family buildings, this mainly refers to unsubsidized affordable housing. This is affordable housing with a lowercase "a." This type of affordable housing doesn't rely on subsidies, but rather the owner's ability to rehab and maintain their buildings in an economical manner. This, in turn, allows owners to make their units available at relatively affordable prices. The one overarching caveat to this type of affordable housing is that the supply of it is also dependent on multiple variables, including public policies, building codes, parking requirements, taxes, etc. These variables have everything to do with whether or not the private market provides housing that is affordable.

Then there is Affordable Housing with an Uppercase "A." This is mainly provided when the public sector subsidizes it and is usually achieved through some combination of Public Housing units and Low Income Housing Tax Credits units on the front-end and Housing Choice Vouchers for tenants on the back-end. Public housing was a large source of units in the past, but today subsidized affordable housing almost entirely hinges on LIHTC; 9 out of 10 affordable housing units are built using LIHTC.²⁷

In Cumberland, there are over 1,300 public housing and LIHTC units and 630 Housing Choice Vouchers. The nearly 2,000 units of subsidized affordable housing in Cumberland will not fill the affordable housing need alone. Therefore, in order to address an affordable housing crisis, Cumberland must focus on preserving existing unsubsidized affordable housing that is currently provided by their older housing stock.

It is often assumed that historic preservation inhibits affordable housing. However, affordable housing tax credits can be layered with the federal historic tax credit. When used in combination, this type of Affordable Housing relies on sophisticated layering of finances.

²⁷ <https://www.nytimes.com/2018/07/27/us/politics/hud-affordable-housing-crisis.html>



10 N. Liberty St
Cumberland Arms Apartments

What's Preservation Got to Do With It?

So if it's not possible to build new and rent cheap, and subsidies alone cannot solve the affordability problem, what other option does a city like Cumberland have to address affordable housing? The option that represents the best use of limited public resources includes a strategy of building preservation and rehabilitation of older affordable properties. This can take many forms, as preservation can also be thought of through the uppercase versus lowercase analogy used previously in the subsidized housing section. This is due in part to the preservation field's definition of what is "historic."

Uppercase "P" Preservation is reserved for areas that have been surveyed, researched, and designated as historic in a quasi-judicial, public manner. Cumberland was an early achiever in formal designation of its most important historic resources. This designation makes Cumberland's historic districts eligible for the use of preservation incentives at the local, state, and national level. Such incentives often serve as gap funding in Affordable Housing developments; therefore, Uppercase Preservation is often used to produce Uppercase Affordable Housing.

However, small-scale, vernacular buildings make up the majority of most of the city's housing stock. These buildings often lack the historical and architectural significance—and sometimes integrity—needed to qualify for historic designation. This is a situation in Cumberland, where a large majority of the building stock may be eligible based on age, yet it is not practical to designate the entire city. Cumberland also has circumstances where places like the Decatur Heights and Chapel Hill National Register Districts, that were designated over 15 years ago, have deteriorated over time, yet these areas mainly consist of small-scale, residential houses. This makes it difficult to use Uppercase A and Uppercase P tax incentives to improve the housing quality. This is why Cumberland needs alternative solutions for the preservation and creation of lowercase affordable housing using lowercase preservation initiatives.

Addressing

the Problem

The city has all the ingredients to address affordable housing issues: old buildings, historic districts with a higher appreciation and track record, blight data to help make targeted decisions, incentive programs on the books with proven track record.

In order to do this, there must be a change in perception around historic preservation and affordable housing. It was heard during research for this project that historic preservation is the biggest barrier to affordable housing. In reality, older housing provides the majority of Cumberland's affordable housing. Historic districts are prime locations for targeted reinvestment. However, Cumberland needs to find solutions for small "p" preservation and small "a" affordable housing to best tackle this problem.

The research for this project coupled with stakeholder interviews identified certain challenges, but also revealed possible opportunities. Therefore, recommendations are provided below to address five identified challenges. Overall, these suggestions work to increase both the supply and meet the demand for quality affordable housing.

While some of these recommendations, at face value, don't scream affordable housing, they do indirectly address various aspects of the affordable housing crisis. These recommendations are holistic, in that they retain and improve the inventory of affordable housing. Others create high quality, locally-based jobs that would increase the income of residents and improve their quality of life. Getting vacant properties rehabilitated and back on the tax rolls would generate needed revenue for the City to provide public services. All together, these create the environment for a vibrant local economy that can support a healthy housing market.

Affordable Housing Challenges and Opportunities

The chart below translates Cumberland's affordable housing "challenges" to opportunities that can be taken advantage of through a preservation based affordable housing approach.

Challenge	Opportunity	Possible Solution
Vacant structures	Abundance of quality constructed older buildings, market for deconstruction and salvaged materials	Baltimore Vacants 2 Value Program, San Antonio Vacant Building Registry, Salvage Warehouse
Poor property conditions	Numerous opportunities for investment and job creation in building rehabilitation	Greensboro, NC Housing Bonds; proactive code enforcement,
Lack of sufficient construction firms and trades people	Quality jobs in building industry (training)	Preservation Maryland Campaign for Historic Trades
Low rents/low acquisition costs	Low cost of living and market/ wealth growth	Rehabilitation, Maintenance, and Homeownership Programs
City Directive	City takes direct action to prioritize home preservation	Redirect funding from demolition city line item; Amend HUD five-year action plan to prioritize home preservation; Redirect CDBG funding for housing preservation



Challenge: Vacant Structures

For any city that has an abundance of vacant structures, it's important to recognize these as assets that with a little improvement and sometimes a change of ownership can be changed into tax producing productive properties. In Cumberland, the City can utilize the data from the Blight Study, isolating the properties that were not dilapidated, but vacant and located within historic districts as the first priority. For vacant properties in private ownership, the San Antonio Vacant Building Program is a great example. The program requires property owners of vacant properties to register their properties, board and secure, actively market it, and includes fees and penalties. For City owned properties in Cumberland, something like Baltimore's Vacants 2 Value Program would be a good approach; where homeowners and developers can purchase individual or small-bundles of properties to redevelop. Vacant 2 Value properties are openly marketed online via an interactive map making it easy for interested buyers to find information. For properties in the Blight Survey that are in poor condition, where demolition might be the best avenue, instead choosing to deconstruct these properties would allow opportunities for reclaimed materials, architectural salvage, and workforce development. Although on a larger scale, St. Louis, MO, a well-known legacy city, has seen success where architectural salvaged materials are recirculated.

Challenge: Poor Property Conditions

Property condition in Cumberland is a real issue. Many structures have fallen into disrepair because of neglect and a lack of resources to properly maintain them. This is true for both owner-occupied structures and rental properties. However, Cumberland has a shockingly large amount of its older housing stock left intact. This older housing was constructed at a time when quality materials and craftsmanship were used, therefore the quality of the original construction is much higher than what is typically built today. Additionally, areas that are designated historic have a higher property value appreciation rate than the rest of the city. Therefore, when so little investment is taking place in the city, it only makes sense to reinvest in areas that have older and historic structures. So while property condition is an issue in older and historic buildings, addressing the needed improvements in these properties results in a higher quality product than new construction. This poses an attractive investment opportunity, while the abundance of repair work needed also opens up the possibility for local job creation in building rehabilitation (see recommendation below).

The typical tool that a city has to address property condition is code enforcement. When owners fail or are unable to exhibit responsible ownership habits, a city is tasked with encouraging safety standards through code enforcement. Many cities are trending towards a strategic or proactive code enforcement program to supplement the traditional reactive format. Code enforcement is reactive when it only responds to complaints from neighbors, only penalizes non-compliance, or only addresses the problem when the disrepair is dire. The goal of code enforcement should be construed more broadly: to improve communities through responsible property ownership. This larger goal requires more than wrist-slapping; it requires a blend of regulation, policy, cost recovery, incentives for responsible maintenance, and disincentives for irresponsible behavior.²⁸ It is also important to remember that code enforcement is no magic bullet: “The ability to gain code compliance is more a function of the economics of the property and the neighborhood as of the effectiveness of the code enforcement system. No system can substitute for a healthy neighborhood economy and housing market.”²⁹

The City of Greensboro, North Carolina uses another tool to improve the city’s property condition. In 2016, Greensboro established a Housing Bonds Program, which allows the City to borrow up to \$25 million for housing projects. Bond funds can be used to buy, build, improve, or equip multi-family and single-family homes for low- to moderate-income residents. These bonds have funded a number of initiatives, including a Workforce Housing Initiative, Code Compliance and Repair, Handicapped Accessibility Improvements, Emergency Repairs, Low-Income Homebuyer Assistance, and Homeowner Rehabilitation.

²⁸ <https://www.communityprogress.net/read-more---strategic-code-enforcement-pages-265.php>

²⁹ <https://www.communityprogress.net/read-more---strategic-code-enforcement-pages-265.php>

Challenge: Labor Shortage

Cumberland has many buildings that need significant work. However, there is a weak market for rehabilitation and new construction, due in part to high construction costs. This is likely reflective of an insufficient pool of local labor with the skills and training necessary to complete this work. It is nearly impossible to produce affordable housing units with construction costs being so high. However, this presents a great opportunity for building a new market by developing a new workforce in the rehabilitation sector, as well as the deconstruction of buildings that cannot be saved. Work within these fields is more labor intensive and skill-based than demolition, so there is opportunity for the development of a new labor force. Additionally, building a local labor pool will help bring down labor costs, and thus the cost to produce affordable housing units.

A recent initiative of Preservation Maryland, the statewide preservation nonprofit, presents an opportunity for Cumberland to build out their rehabilitation workforce. The Campaign for Historic Trades is a partnership of the National Park Service and Preservation Maryland that creates opportunities for workforce development and skills-based training in rehabilitation. Apprentices receive training through the Traditional Trades Apprenticeship Program, administered by the National Historic Preservation Training Center, and are placed with crews working on NPS projects. The Campaign for Historic Trades is now also part of the Corps Network, which allows their apprentices to be placed with public sector entities through various service corps. Since an NPS site is located in Cumberland (C&O Canal), the City has the ability to capitalize on this program. For instance, if Cumberland is contracting work with federal money, they should include a provision that the chosen contractor offer an apprenticeship through the Campaign for Historic Trades. This would not be mandatory, but would confer an advantage in the selection process. Cumberland can also institute an apprenticeship policy locally as well by offering apprenticeships on city-funded rehabilitation, deconstruction, and salvage projects (see recommendation above.)

Challenge: Low Rents/Low Acquisition Cost

Cumberland is a city with a relatively low cost of living, which is not an altogether bad thing. However, incomes are low citywide, and job growth is modest, with the exception of historic districts. These conditions lead to low rents and low acquisition prices. While this report has demonstrated the double-edge sword of low housing costs, it does present an opportunity for wealth-building through property investment and homeownership.

Where low rents leave little money for property maintenance and rehabilitation, a program like San Antonio's Substantially Rehabilitated Low-Income Rental Properties Tax Exemption would help fill the gap. Under this program, if 40% or more of the units in a substantially rehabilitated historic multi-family residence are offered to low-income tenants, then the property owner will owe zero City taxes for ten years following rehabilitation.

Cumberland has a homeownership rate lower than the national average, and the City would like to see this rate increase. Homeownership is a tool to stabilize neighborhoods. A home is a family's largest financial asset and can also help grow generational wealth. Programs that promote homeownership are imperative to building a healthy community. The Closing Cost Assistance Grant and New Homebuyer Education services offered by Cumberland Neighborhood Housing Services are great examples of these kinds of programs.

As noted previously, acquisition costs are low, but still 77% of the people working in Cumberland do not reside there. This means they are giving their property tax dollars to some other jurisdiction. There needs to be a way to incentivize workers to live in Cumberland. A program like the one in Macon, Georgia would make home buying in Cumberland an attractive option. The Down Payment Assistance Program, offered in partnership with the Mercer University, the John S. and James L. Knight Foundation, and the Historic Macon Foundation, is designed to encourage employees of the University to buy homes in the historic districts. All full-time Mercer faculty and staff are eligible to receive up to \$20,000 in down-payment assistance to purchase a home from Historic Macon. Seeing as 48% of the jobs in Cumberland are healthcare jobs, a program like this could be tailored to attract those workers.

Given the general property conditions in Cumberland, once someone has acquired a property, what kind of support can be provided to rehabilitate or maintain it? As mentioned previously, maintenance costs are the same or higher because of a lack of local tradesmen. However, there are many examples of home repair assistance programs. Again, San Antonio offers quite a few examples of ways that a City could provide support to owners of older and historic buildings.

- Minor Home Repair Program - provides a one-time grant of up to \$25,000 for homeowners to address health and safety hazards, code issues and ADA modifications;
- Owner Occupied Rehabilitation and Reconstruction Program - provides assistance for owners of single-family, detached homes to rehabilitate their substandard and non-code compliant residential properties;
- Under 1 Roof - provides a one-time grant of up to \$14,000 for the replacement of worn or damaged roofs with new, energy-efficient "white" roofs.

Challenge: City Directive

The City of Cumberland has the same aspirations as any smaller legacy city. They want to have stable property values, job growth, and quality housing options that improve the overall quality of life for residents. The City has endeavored to make Cumberland attractive to new businesses, residents, and investors by acquiring properties deemed unsightly and demolishing them. While this conclusion is understandable, it is short sighted—urban renewal is not good housing policy. It is widely known that urban renewal in the 1960s was a failure and disproportionately impacted poor communities. Demolishing properties without an immediate strategy for their redevelopment results in lots that sit vacant for years on end. The city needs to take direct action to prioritize home preservation.

An important tool in the preservation toolkit is the right to delay demolition of designated historic properties at the local or national level. Demolition delays allow time for a preservation solution to be found. A second benefit of a delay is that it may discourage speculative demolition, by either private developers or the City, by adding the element of time, hence cost, of development. The City should also look seriously at their funding priorities. The City currently has a demolition city line item budget of \$200,000. A wiser use of those funds would be to redirect them to home repair programs, rehabilitation training programs, reinvesting in Main Street, etc.

Every five years, public housing authorities submit plans to the federal Department of Housing and Urban Development. It is this plan that serves as the basis for HUD funding as well as management strategies for the intermediate term. Cumberland could consider amending its 5-year plan so that the preservation of older, affordable housing is a priority activity. Additionally, the City prepares a five-year plan for Community Development Block Grant (CBDG) funding. This plan should also prioritize housing preservation and rehabilitation.

“Although “blight,” “vacancy,” and “abandonment” are sometimes used interchangeably, they refer to different situations. Blight is a nebulous term fraught with a complex racial history. It originally applied to slum housing to describe negative public health effects associated with substandard housing and later was used as legal justification for urban renewal of predominately African American neighborhoods. Today, blight refers to a broad category of properties that experience disrepair, vacancy, abandonment, foreclosure, and environmental contamination. Vacancy and abandonment are more precise terms. Vacancy refers to properties that are not occupied but may have active ownership. Some properties are vacant through normal market turnover (i.e., the house may be waiting to be sold or rented). Vacancy becomes an issue when the property loses active ownership or stewardship and becomes a public nuisance (e.g., the property deteriorates or becomes neglected and in a state of constant disrepair, or the neighborhood or block has many vacant properties). Abandoned properties, on the other hand, have no active owner and typically have become uninhabitable, structurally unsafe, or beyond repair.”

– Joseph Schilling, Katie Wells, Jimena Pinzon, and John Kromer, *Charting the Multiple Meanings of Blight: A National Literature*





620 Washington Street

Conclusion

Cumberland is at a crossroads.

It can pursue economic development that tears down existing resources in hopes of attracting economic investment, or it can invest in its older housing stock and commercial corridors to capitalize on their potential. The latter strategy was a priority for the City in decades past, though in more recent years, it has lost sight of this goal. By leveraging these older and historic resources for catalytic redevelopment, Cumberland can improve the quality of life of residents, businesses, and visitors alike. Historic districts are the wisest investment the City can make: they have higher appreciating property values, structures built with quality materials and craftsmanship, and they are the proven economic engines of the city in terms of job growth and new businesses. Cumberland has every ingredient it needs to be a thriving city—all it needs to do is invest in itself.

Further Readings

Revitalizing America's Smaller Legacy Cities: Strategies for Postindustrial Success from Gary to Lowell, Lincoln Institute of Land Policy, 2013, [link](#).

Hilltop Housing Market Restoration Strategy, Hilltop Alliance and Fourth Economy, 2013, [link](#).

Window of Opportunity: Preserving Affordable Rental Housing, MacArthur Foundation, 2007, [link](#).

Smaller Legacy City Tool Kit, Greater Ohio Policy Center, [link](#).

Preserving Naturally-Occurring Housing Affordability in Metro Atlanta Neighborhoods: Findings and Recommendations for Policymakers, Foundations, Developers, and Nonprofits, Enterprise Community Partners, 2018, [link](#).

Acknowledgments

We would like to thank everyone who contributed their time and expertise for this report. We would especially like to thank Kathy McKenney, Historic Planner/Preservation Coordinator, for her support of this project. She was instrumental in providing the data, context, and resources necessary to complete this report. Thanks also to the following individuals who gave us their time:

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Ben Wolters - Co-Owner, Wolberg Leasing

Appendix 1

Housing Affordability Gap

In the table below, negative numbers indicate when the number of households in the given MI category exceeds the number of housing units being affordably owned/rented in that range. For example in the Local Historic District, there are 97 households that earn Below 30% AMI, but there are only 86 housing units in the Local Historic District either being rented or owned that are affordable to those earning Below 30% AMI.

	<30% MI	30-60% MI	60-80% MI	80-100% MI	100-120% MI
LHD	-11	-8	36	38	-4
NRHD	-60	-4	18	202	-25
Rest of City	-197	483	162	628	-220
City	-263	472	216	868	-249

Appendix 2

**Principles of Economic Development in the
21st Century (paper)**

PRINCIPLES OF ECONOMIC DEVELOPMENT

IN THE 21ST CENTURY

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Introduction

“Over the long term, places with strong, distinctive identities are more likely to prosper than places without them. Every place must identify its strongest, most distinctive features and develop them or run the risk of being all things to all persons and nothing special to any...Livability is not a middle-class luxury. It is an economic imperative.”

– Robert Merton Solow, Nobel Prize Laureate in Economics

Economic development is too important to leave up to only the marketplace or to the experts. The community has an important role beginning with answering the questions:

- **Why do we want economic growth?**
- **For whom?**
- **What kind?**
- **At what pace?**
- **At what cost?**

The economic development of the 21st Century will be primarily quality of life based. The character of the built environment in general and the social, cultural, environmental and educational opportunities and activities are critical in a quality of life equation.

To think strategically about economic development, it may be useful to begin with a recollection of history and a real estate cliché. Think about how nearly all cities began – they were founded and grew because of their dependence on a fixed location. They were located on a seaport, or near raw materials, at a transportation crossroads, or close to a water source, or at a point that was appropriate as a military defensive outpost. They were location dependent cities.

Now think about that old cliché that the three most important things in real estate are location, location, location. And for a long time that has been true. But the US economy is in the midst of changes that will move towns and cities of all sizes from being driven by location economics to be driven by place economics. What is the distinction between a place and a mere location? A location is a point on the globe; an intersection of longitude and latitude. Certainly every “place” has to have

a location but not every location meets the test of being a “place.” Location is a quantitative measure. “Place” includes qualitative characteristics. The landscape artist Allan Gussow has defined “place” as “a piece of the whole environment that has been claimed by feelings.” So, place is not a synonym for “location.”

What most of those who are advocates and proponents for local economic development are striving for is a place, not a mere location – a piece of the whole environment that has been claimed by feelings, and understanding that concept is central to economic development today.

In most communities there is a core group of citizens who are the advocates and proponents of economic development – bankers, elected officials, city and county staff, property owners, business owners, professionals. When they are asked, “Why are you involved in economic development efforts?” the usual response is, “We need to increase the tax base; build loan demand and generate deposits for the bank; increase household income; attract higher paying jobs.”

But in the end, those are rarely the real reasons. When given enough time to consider the question, and when it is asked enough times the real reason emerges and it is this: “I want my kids to have the chance to stay here and work if they choose to.” That is the real motivation for economic development – so one’s child can have the opportunity to live and work where they grew up. And if opportunities can be created for them to do that, that too is economic growth, without necessarily there being population growth.

But there's one more issue here – Why would a child want to come back if the place they grew up in is indistinguishable from anywhere else?

Strategically it is useful to begin to understand that economic growth and population growth are not inherently one-in-the-same. This will be difficult, because for at least 200 years in the United States it has been assumed population growth was essential for economic growth. But that is no longer necessarily true. How can there be economic growth without population growth? There are at least six ways: a better educated existing workforce; increased productivity; expanded markets; technological innovation; internet transactions; and telecommuting. That is not to suggest that population growth is not desirable or cannot be a path to economic growth, but that need not be the automatic assumption.

This paper was prepared to help broaden the definition of what constitutes economic development and to suggest a set of principles upon which economic development should be based so that a community can be competitive in the 21st Century economy.

Economic development efforts are (or should be) a community-based activity. But decision makers need not wait for unanimity to take effective actions. The words of writer Lucy Lippard are instructive:

“Community doesn't mean understanding everything about everybody and resolving all the differences; it means knowing how to work within differences as they change and evolve...A healthy community in a mixed society can take these risks because it is permeable; it includes all ages, races, preferences, like and unlike, and derives its richness from explicit disagreement as much from implicit agreement.”

- Lucy Lippard, *The Lure of the Local*

Economic Development Defined

“A place's potential depends not so much on a place's location, climate, and natural resources as it does on its human will, skill, energy, values, and organization.”

- Philip Kotler, *Marketing Places*

What, exactly, is economic development? There are probably as many definitions as there are practitioners. But a straight forward, simple definition might be: Economic development is the conscious, organized effort to improve a local economy.

But that definition is inadequate if the goal is not just to make something happen, but to make something happen that has lasting impact. So, a revised definition, under which this paper was written, is:

Economic development is the conscious, organized effort to improve a local economy.

But effective, strategic, and sustainable economic development meets six tests:

1. **There are positive, measurable benefits**
2. **Benefits extend beyond the short term**
3. **The public benefits are significantly greater than the public costs**
4. **The economic benefits are primarily local and broadly distributed**
5. **There are significant qualitative as well as quantitative benefits**
6. **Incentivized economic development activities serve as a catalyst to additional, primarily market driven economic activities**

If quality of life is a major economic development variable, then this expanded definition is more applicable for communities pursuing “efforts to improve a local economy.” Today, Economic Development and Quality of Life are inescapably intertwined.

“Our mission is to improve the quality of life, health and well-being of the citizens of the City of Kings Mountain through the collaborative efforts of local, state and federal agencies as well as local business and industry, by providing natural resource based recreational opportunities.” - Mission Statement of the Kings Mountain Gateway Trail



Quality of Life Defined

“Communities with integrated live, work and play opportunities create strong market demand. Just as people are attracted to places close to work, recreation, entertainment and transit options, employers are learning that the same quality of life benefits enhance their business's competitive position. As people and businesses make livable communities their home, these places become strong economic centers.”

- The Livability Economy: People, Places and Prosperity (AARP)

Like Economic Development, Quality of Life has eluded a universal agreement on a definition. On an individual level different people have very different criteria on what quality of life means to them. For some it might be good health, good weather, and easy access to the outdoors. To others the quality of life priorities might be fine restaurants, a local opera company, and proximity to the beach. In their Economic Development Workbook, the AARP has stated that individual quality of life is made up of “multidimensional factors that include everything from physical health, psychological state, level of independence, family, education, wealth, religious beliefs, a sense of optimism, local services and transport, employment, social relationships, housing and the environment.”

None of those responses are wrong, just different. So, there is a good reason why a widely accepted definition of quality of life on an individual level has proven elusive.

On the community level, however, both scholars and practitioners have begun to identify the elements of quality of life applicable in most places. In outline form below is a list of twelve broad categories of Community Quality of Life (CQoL) with examples of what each element might include.

Categories of Quality of Life Determinants

Economic environment

- Employment opportunities
- Employment structure
- Average income and income distribution
- Cost of living

Social environment

- Crime
- Social inequalities
- Social exclusion
- Networks and infrastructure

Natural environment

- Air quality
- Water resources
- Waste management
- Suburban natural environment
- Accessibility to areas of natural beauty
- Weather and climate

Built environment

- Building density
- Housing conditions
- Public monumental buildings
- Building stock
- Neighborhoods

Urban and suburban green spaces

- Total area and rate per resident
- Condition
- Allocation
- Accessibility
- Usage

Public spaces/Public buildings

- Area
- Quality
- Condition and maintenance
- Accessibility
- Visiting rates

Culture/Leisure

- Cultural resources
- Tourism infrastructure
- Recreation areas
- Leisure activities
- Entertainment capabilities
- Cultural life
- Available choices

Demographic data

- Marital and family status of adults
- Age rates
- Level of education

Education

- Education units
- Quality and maintenance
- Audience per education level
- Private schools

Health care

- Health services
- Accessibility
- Social welfare for the disadvantages

Democratic institutions

- Democratic regime
- Election of local government
- Voting rates

Traffic and transportation

- Traffic conditions
- Parking spaces
- Efficiency of public transportation
- Level of transportation services
- Accessibility of districts

Based on "Defining the quality of urban life: Which factors should be considered", Eva Psaltis and Alex Deffner

With this wide range of variables that can add to quality of life, there are multiple opportunities for a division of local government, like a county, to make strategic investments, establish policies, enact regulations, define strategies, and

development incentives to enhance the competitiveness of the community being served. The table below identifies which of these variables can be targets for action by local government.

QUALITY OF LIFE COMPONENTS

	Major Role for County	Minor Role for County	No Role for County
Economic Environment	X		
Social Environment	X		
Natural Environment	X		
Built Environment	X		
Green Spaces	X		
Public Spaces & Buildings	X		
Culture/Leisure	X		
Demographics			X
Education		X	
Health Care		X	
Democratic Institutions	X		
Traffic & Transportation	X		

Perhaps the most important lessons here are these:

1. Economic development is increasingly dependent on quality of life attributes.
2. There is a wide range of categories that constitute quality of life
3. Many of the quality of life areas are targets of opportunity for local government.
4. Investments that may appear to be within other categories – education, traffic, culture, public spaces, etc. – are simultaneously investments in economic development.

Some Economic Development Realities

"I've always believed that talent attracts capital more effectively and consistently than capital attracts talent."

- Michael Bloomberg, former Mayor of New York City

Quality of life as a component of economic development, however, is not the only reality that faces those involved in promoting their community, however. There are five macro forces that are beyond the control of any individual community and frame the environment within which economic development is taking place.

Jobs Following People

For most of American history, people followed jobs. The western migration, the pre-World War II movement from the south to the north, the late 20th century movement back to the south and the southwest, were all people following jobs.

Today jobs follow people. People – especially young, educated people – decide where they want to live and then either find a job there, or bring their job with them. A recent survey reported that two-thirds of Millennials look for a place first, and then a job, or create their own job.

Today a third of the workforce is locationally indifferent. The actuary, the stockbroker, the consultant, the graphic artist, the import-export dealer, the software engineer, the technical writer. These people will be able to work anywhere there is a telephone and electricity. And they will be a third of the entire workforce.

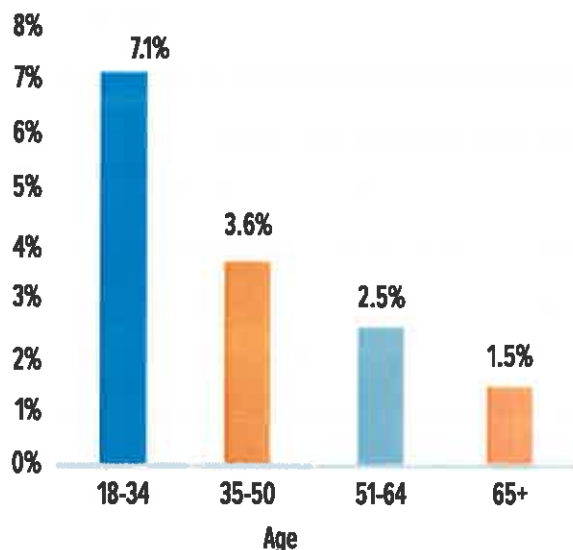
If a community want to grow economically it will be necessary to retain and attract workers who make their decision based on the qualitative factors of a place.

Millennials In the Driver's Seat

Many of those who are making their live and work decisions based on the quality and character of a place are millennials, those born between 1981 and 1996. In 2019, millennials will outnumber the previous largest demographic cohort in American – the Baby Boomers. It is difficult to imagine a community being economically competitive over the next 40 years without having a sizeable share of their population being in the Millennial category.

But they are going to have to be retained and/or attracted soon. The rate that people move across county lines (within a state or across the country) falls dramatically once they hit 35. Twice as many people move when they are between 18 and 34 than once they turn 35. Over the next five years more than 26 million Millennials will move away from the county in which they now live. The challenge for towns and cities for which economic development is a priority will have to answer two questions: 1) how do we keep the Millennials who live here now; and 2) how do we attract more of them. The answer, in part, for both questions will be quality of life investments.

SHARE OF POPULATION MOVING BEYOND COUNTY EACH YEAR



An international retail consulting firm recently published a research study¹ on how to sell goods to Millennials, and the answer was a combination of five strategies:

1. Create an Experience
2. Make it Frictionless
3. Offer Customization
4. Build Loyalty
5. Demonstrate Value

While those were methods to sell products to Millennials, perhaps they are applicable to keeping and attracting them as well.

1. Make sure the community has a range of experiential opportunities of interest to Millennials.
2. Make it easy to relocate to the community and even easier to stay.
3. Offer wide range of housing options, job alternatives, recreational opportunities, lifestyle choices, so that each Millennial can “customize” their own living experience.
4. Build loyalty to the community through avenues of participation, inclusion in process, listening.
5. Demonstrate value in housing costs, transportation costs, overall cost of living, perceived “getting my money’s worth” in public goods and services.

New Means of Measurement Required

In the economic development of the past it was a reasonably easy task to measure the “returns” on the public investment. In simplified terms it was usually done with a formula that calculated based on:

- What is the amount of public investment (in infrastructure, below market land sales, direct incentives, etc.)?
- What will be the direct return to the public coffers (in property taxes, local income taxes, industry generated sales taxes, etc.)?
- How many years will be required for the investment to be recovered? [amount of public investment ÷ annual public return = years to recovery] or
- What is the “rate of return” on the investment [annual public return ÷ total public investment = annual rate of return].

That approach is still necessary for major public investments – necessary but not sufficient. Because the purpose of many quality of life investments is to attract and retain people and thereby attract business, the calculations are less direct and more complex. Further many of the measures of “return” may be qualitative rather than quantitative and may include metrics that are not directly financial.

For example, the investment in a hiking/biking trail may be a quality of life amenity that attracts and retains workers. The business that was recruited came because of the people in the community, but the trail helped retain and attract those very people to the community. So the metric might be how many users does the trail get each year, or in citizen surveys, what is the user’s opinion of the value of the trail built with public funds.

¹ A New Perspective on Millennials: Segmenting a Generation for Actionable Insights for Consumer Goods Companies and Retailers, Interbrand Design Forum.

Almost every public amenity investment will have a slightly different set of metrics to measure “return”. It is also likely that the time frame over which the returns from public investments are measured are much longer than a simple “we paid for the water line, how much are they paying in taxes” kind of calculation. After all, investments in public amenities – parks, public buildings, public spaces, recreational water access, sports facilities – will likely serve the community for two or three generations.

Everyplace is the Competition

Globalization is not going away. Barring an international depression and vastly increased protectionist policies by multiple nations, there will continue to be a growth in commerce in goods and services among countries. While a degree of global trade has existed for centuries, the 21st century market place is different. Because of ease of communication, effective transportation systems, and the ease of capital movement, an individual town or city is not just competing with a town in the next county or a state 200

miles away. Virtually every place is in potential competition with every other place.

“Any good strategist will attest that the key to a successful strategy is to positively differentiate your product from your competitors, and that such “me too” efforts are therefore wasteful and self-defeating.”

— John O’Brien, former Head of Business Strategy, Industrial Development Agency (Ireland)

That means that communities must first identify, then protect, then enhance their assets – physical, locational, human, cultural, economic – to be competitive. It is important to keep in mind that a community that chooses to compete based on how cheap the labor, how low the taxes, and how cheap the land, will be competing with Bangladesh, Indonesia, Haiti, and similar countries, who can always provide cheaper land, labor and taxes. It is a “race to the bottom” strategy.

Always Finite Resources

There will almost be a limitation on what even the most prosperous local government can provide to promote economic development, either in the traditional model of land, infrastructure, and spec buildings, or in community amenity investment to enhance quality of life measurements.

Three basic strategies are, therefore, called for. First, leverage scarce resources. Use limited local government funds to attract monies for state and federal government, private investors (including industries being recruited), and non-profit organizations.

Second, make recipients of incentives accountable to an agreed upon rate and timeframe to generate the returns to public investment. This might be in taxes collected, jobs created, or other measures. And the consequences of failing

to meet the commitments needs to have sufficient financial returns to the local government that justify having taken the risk.

Third, whenever possible make investments of public monies that meet multiple public policy ends. For example, an investment in a hiking/biking trail, might be primarily thought of as an investment for recreation. But it also might constitute an investment in economic development as a quality of life amenity, an investment in public health, and an investment in environmental quality. In that case each dollar of public funds serves four different public goals. In that case the recreational benefits do not have to by themselves justify the total costs, since public health, economic development, and environmental initiatives are each receiving a “benefit” and, therefore, and support some of the “costs.”

Economic Development Yesterday; Economic Development Today

How many people brag that they were hired for their job because they were the cheapest person that could be found? Few if any. For most jobs an individual is hired because of experience or education or managerial skills or creativity or communications ability or diligence or intelligence. For most people, thinking that the employer chose you only because of how cheap you would work for would generate the response, "That isn't the kind of place I want to work."

Then why then do some economic development advocates spend their time courting companies whose primary criteria

are, how cheap the land, how cheap the labor, how low the taxes, how cheap the utilities? Communities should be targeting businesses and industries that recognize the qualities of the place and its workforce, not just how low the price tag is.

Over the last 30 years, but particularly since the beginning of the 21st century, there has been a sizable shift in the approach to economic development. Some of the major differences are identified in the table below:

20TH CENTURY ECONOMIC DEVELOPMENT VS 21ST CENTURY ECONOMIC DEVELOPMENT

20th Century	21st Century
Promoted advantages of location	Promotes quality of place
Competed on low wages, low taxes, cheap land	Competes on quality workforce, community quality of life
Measured success by economic outputs	Measures success by economic, social, and environmental outcomes
Perspective was "what benefits the company"	Perspective is "what benefits the community"
Incentives as "bribe" to locate here	Incentives as leverage for long-term investment

Long term, competitive communities will prioritize companies that are a good fit with the culture, the character, and the qualities of the community and its people. Less competitive communities will just be thrilled someone wants them.

Principles of Today's Economic Development

Based on experience, input from economic development professionals, and research by both scholars and practitioners, PlaceEconomics has assembled principles for 21st century economic development. These principles have been divided into three levels – Focus of Economic Development, Form of

Economic Development, and Competitiveness of Economic Development. For each of the principles, we provide a brief description of what that principle means and why it is important.

Focus of Economic Development

The principles included under Focus of Economic Development are those that define the basic framework within which strategic economic development should operate. This set of five principles also constitute a way to evaluate any economic development initiative by asking the questions:

- Is it place based?
- Is it Local/Community?
- Is it long-term?
- Is it sustainable?
- Is it knowledge based?

If the answer to any of those questions is “no” the initiative might need to be revisited to determine if it really is an approach based on quality of life criteria.

Place Based

“There are two ways to make people homeless: One is to take away their home, and the other is to make their home look like everybody else’s home”. - Thomas Friedman

The shift from location based economic development strategies to place based strategies means that the “place”—its character, quality, people and amenities is the primary selling point to attract investment. If there are lower than typical taxes or utility rates, that should be considered a bonus. But the strength of the “sell” should be the strength of the “place”.

Local/Community

“A community is a place in which people know and care for one another—the kind of place in which people do not merely ask ‘How are you?’ as a formality but care about the answer.”

- Amitai Etzioni

This new form of economic development will necessitate that local government be seen as “us” not as “them.” The population of that community will again see themselves as citizens, not merely as consumers of public services. Our devolution from citizen to consumer has, more than anything else, reduced our confidence in and our participation in the public process. That pattern will begin to correct itself in the competitive community.

Long-Term

Strategic economic development necessitates having a long-term perspective. Elected officials will think more about the next generation than the next election. Business leaders will think about the next quarter century instead of the next quarterly dividend. How long term should we be thinking? Here might be a useful rule of thumb – we should think as far into the future as the age of the oldest public building still in use.

In many cases the cities and towns of today are a direct reflection of decisions made by public officials a century or more ago. Economic development strategies that do not consider impacts at least as long as the bonds used to fund public improvements are too short term.

Knowledge-based

"Tomorrow's educated person will have to be prepared for life in a global world. He or she must become a "citizen of the world" – in vision, horizon, information. But he or she will also have to draw nourishment from their local roots and, in turn, enrich and nourish their own local culture". - Peter Drucker

Knowledge-based as a principle of economic development has two different but important meanings. First, more and more industries – importantly including manufacturing – are knowledge based. Employers often spend considerable time and money training their employees about the knowledge of the product and the processes that made it. In general terms, the more knowledge-based the industry, the greater the value added in the development process, whether it is the manufacture of a good or the delivery of a service.

The second meaning of knowledge-based in this context is the necessity of making strategic public investment decisions with the understanding of the costs, the impacts, and the consequences of that action. This applies to the acquisition of land for an industrial park, plans to extend a greenway, the development of a sports facility or any of the other potential economic development initiatives.

Sustainable

To have successful place-based economic development it is also necessary to have sustainable economic development. Sustainability has for some time been recognized by the resource industries – the necessity to pace extraction or renew resources so that the local economy is sustainable over the long term. A broadened principle of sustainability recognizes the importance of the functional sustainability of public infrastructure, the fiscal sustainability of a local government, the economic sustainability of the local economy, the physical sustainability of the built environment, and the cultural sustainability of local traditions, customs, and skills.

Many think of the notion of sustainability as solely an environmental concept, but the English words "ecology" and "economy" come from the same root, the Greek word *oikos*, which means "house". Economic development analysts – based on the models of the ecologists – have discovered that what is necessary to keep our economic house in order is the same as it takes to keep our ecological house in order and that, in part, is sustainability.

Form of Economic Development

Form of Economic development means those principles that will guide how the economic development process is structured and economic development initiatives implemented.

Diverse

"A good city...depends not only on imaginative people taking risks in pursuit of opportunities they see in particular locations, but also on those risk takers being widely diverse in their dreams and their manner of pursuing them."

- Daniel Kemmis, former mayor, Missoula, Montana

Diversity is another of principles of economic development that has more than one meaning. Certainly it includes racial, ethnic, age, education, and income diversity. A community-centered economic development strategy must respond to that.

But importantly, the diversity of the economic base is critical. Over dependence on one firm or even one category of industry

makes a local area extremely vulnerable to rapid change. The more diverse the economic base the more both sustainable and resilient the local economy is.

Inclusionary

"Successful economic development should put a [local] economy on a higher trajectory of long-run growth by improving the productivity of individuals and firms in order to raise local standards of living for all people. This means that, at least over the long term, ... areas should seek to achieve growth that also increases prosperity and inclusion." - Brookings Institution

An effective economic development strategy must incorporate elements that benefit all of the citizens in the area. Sometimes that means special programs are created focused on the aging, for example, or for high school drop outs, or for women entrepreneurs.

Accessible

Like other economic development principles, “accessible” has different meanings. It certainly includes the physical accessibility to highways and other means of transportation for industries to bring in materials and send out finished products. Accessibility also means that the programs of economic development be accessible to a wide range of potential beneficiaries, including existing businesses, small businesses, start-up businesses, and businesses looking to expand.

But critically in a quality of life based economic development approach accessible means looking for options other than the automobile. Earlier was discussed the range of answers one might give to what is most important to one’s family in the community. If local residents were asked what was most important in the community, they might respond quality schools, public safety, affordable housing, their church, their friends, access to outdoor recreation, perhaps not having to shovel snow in the winter.

But how many would put at the top of their quality of life list “How many cars can be moved past a fixed point as quickly as possible.” No one has that on their list. But for the last fifty years all kinds of public decisions have been wrapped around that one. “The highway engineers say we have to move more

cars faster.” So dozens of decisions are made to accommodate that one. That is not a quality of life-based decision.

Certainly traffic flow should be addressed but it is myopic and counterproductive for every other decision about communities is subordinate to that one. 21st Century competitive cities will allow that no more.

Partnerships

Strategic economic development requires partnerships. Not the public sector, not the private sector, not the non-profit sector has all the answers; but each has value to add to the process. More and more issues will be addressed locally through partnerships.

Interdependent

Strategic economic development requires that the competitive place be neither dependent nor independent but rather recognize interdependence – interdependence among property owners; interdependence among business owners; interdependence of the private and public sectors; interdependence of business and labor; interdependence between landlord and tenant, interdependence between residential neighborhoods and commercial neighborhoods.

Competitiveness of Economic Development

Quality

“And from the Brave New World of the Internet comes the following new term. “Generica: fast food joints, strip malls and subdivisions, as in ‘we were so lost in Generica, I didn’t know what city it was.’” - Steve Weigand, Sacramento Bee

Quality is an economic development principle that includes the quality of life of the local community. It also means reaching for the highest quality of public investments that can be afforded. Elected officials are often tempted to take the least expensive option available. That may have short-term benefits, in that taxes don’t need to be raised and that citizen complaints that “you’re spending too much” might be mitigated. But nearly always spending public money on low quality goods or services – whether it is playground equipment, resurfacing of

a road, or erecting a public building – is not saving money in the long-term but simply shifting the costs to taxpayers later. This manifests itself in higher maintenance costs, shorter useful life of the investment, and often an image of “cheap” rather than “good”.

Usually the best example of the importance of quality is the County Court House. In many communities that structure was built three or four or five generations ago. It was not built as cheaply as possible; it was built to serve the area for a century or more. In most cases that public investment of citizens in the 19th century has effectively and cost effectively served the citizens for decades. That was a quality investment that should set the standard for quality investments today.

Livability

"Livable communities are good for people and good for business. They are places where Americans increasingly want to live, work and play. Whether a person is young or old, starting a family or a business, livable communities provide a host of appealing advantages that enhance the quality of life of residents, the economic prospects of businesses and the bottom lines of local governments."

— The Livability Economy: People, Places and Prosperity (AARP)

"Livability" has become the word most often used to reflect the attributes of a town or city with high quality of life. When people whose jobs make them locationally indifferent, and for those who choose where to live and then worry about what will they do for a living, it is on some set of criteria for "livability" that the decision will be made. Nearly all the measurements for livability are qualitative rather than quantitative, and economically competitive communities will make the investment in amenity assets a priority in order to advance the place's livability.

Differentiation

"Where there is no differentiation, there is no distinction of quality." - Giordano Bruno

In a market economy it is the differentiated product that commands a monetary premium. In the realm of economic development, towns and cities need to think of themselves as products. If that "product" is no different from hundreds of others (and as noted earlier, today every other place is a potential competitor) then there is no reason for that particular town to be chosen, either by an industry or an individual.

Being like other places is a self-defeating strategy. Being different than other places becomes a competitive advantage. There is one significant advantage in the shift from a location-based approach to economic development to a place-based approach. A town or city is where it is. There is not much that can be done about its location. But there are hundreds of things that can be done regarding the quality of the place. And striving to differentiate in as many ways as possible is what competitive towns and cities do.

Resilient

"Where sustainability aims to put the world back into balance, resilience looks for ways to manage an imbalanced world." - Resilience: Why Things Bounce Back, Andrew Zolli and Ann Marie Healy

Resilience has become a major priority for many towns and cities around the world. The 100 Resilient Cities program of the Rockefeller Foundation is spurring the development of local strategies and the investment of millions of dollars in cities on every continent.

Often "resiliency" is discussed in the context of climate change – what are cities going to do to respond to sea levels rising or more frequent storms, or more severe temperature changes. But the climate related elements of resiliency are only a portion of an overall strategy.

Towns and cities face multiple natural risks that existed before climate change became an issue: tornados, hurricanes, draughts, floods, all existed before there was any evidence of global warming. So the resiliency after a natural disaster is certainly part of an overall strategy.

But there are other events for which resiliency is necessary. Barely a decade ago the Great Recession occurred and millions of American families lost their primary asset – their home. While this was devastating on an individual household level, it also had major adverse impacts on nearly every town and city in the country. But the response to that crisis varied from place to place with the more resilient towns and cities recovering faster.

There can be international economic crises, like the Great Recession, but also local ones – a major industry closing, for example. How prepared is the town or city to face the unexpected? That is the measure of resiliency and it should be built into an overall economic development strategy.

Entrepreneurial/Risk Taking

There was a time when local governments thought their function was to be the enactor and enforcer of regulations, the guardians of the peace, and the builders of public improvements. Any other activities were the responsibility of someone else. Any action that represented risk taking was an action to be avoided. Many places still have this definition of their roles.

But competitive places understand that they need to be both entrepreneurial and occasionally risk takers. That does not mean using public funds to buy Powerball tickets. But it does mean that occasionally actions are undertaken that while deemed prudent, may not include a guarantee of success. Industrial parks are an example of this as are strategic land acquisitions to facilitate appropriate future development.

A local government that refuses to take any risk will, more often than not, be a place that falls behind its competitors.

Catalytic

With scarce public resources it is not enough to make an investment – in infrastructure, amenities, public assets – where the value of the investment is only equal to the amount spent. To stretch public dollars, it is important to make the investments that spur additional investments from others – the private sector, other levels of government, the non-profit sector, and individuals.

Every investment that is considered should be measured, in part, by the likelihood that it will catalyze additional investment. One of the ways to make a prudent cost/benefit analysis is to include the additional investments that are made by others as a result of the initial public investment.



Strategic land acquisitions to facilitate appropriate future development are examples of long-term, entrepreneurial, and potentially catalytic quality of life investments.

Lessons from Amazon

In 2018 Amazon, conducted an extensive process in the search for a second world headquarters location. The same year Amazon reached a market valuation of \$1 Trillion dollars and its CEO, Jeff Bezos, became the richest man on the planet. Amazon issued a Request for Proposals for cities to compete to be the recipient of 50,000 jobs and billions of dollars of investment. More than 200 cities responded to the RFP. Ultimately two locations were selected, Long Island City, a neighborhood in the New York City borough of Queens, and Crystal City, Virginia, a suburb of Washington DC.

There has been plenty of debate about the appropriateness of taxpayers providing incentives and subsidies to one of the world's richest companies, and that discussion will no doubt continue. But Amazon is nothing if not a cutting-edge, 21st century company, and what was included as their criteria for their new headquarters is instructive for all economic development efforts.

A few of their criteria were location based – no more than two miles from a major highway, and within 45 minutes of an international airport, for example. And, not surprisingly, Amazon sought a business-friendly regulatory and tax structure and asked for incentives.

But what was more revealing was how many of the criteria were place-based rather than location-based. They wanted a place where their highly skilled workforce already existed – jobs following people. They placed a priority on amenity investments such as bike trails and pedestrian access. Culture and diversity were both specifically mentioned, as was community and quality of life.

Amazon was not looking for the cheapest place to locate. They were looking for the most high quality place to locate. Nearly every one of the principles found in this paper was included, directly or indirectly, in the Amazon RFP.

Principle	Reflected in Amazon RFP
Place Based	X
Local/Community	X
Long-Term	X
Sustainable	X
Knowledge-based	X
Diverse	X
Inclusionary	X
Accessible	X
Partnerships	X
Interdependent	
Quality	X
Livability	X
Differentiation	X
Resilient	
Entrepreneurial/Risk Taking	X
Catalytic	X

There may be no stronger evidence of the shift to Quality of Life based economic development of the 21st century than the criteria of Amazon for what certainly is the largest economic development opportunity so far in the 21st century.

Conclusion

“I What ‘we’ do depends upon who ‘we’ are (or who we think we are). It depends, in other words, upon how we choose to relate to each other, to the place we inhabit, and to the issues which that inhabiting raises for us. If in fact there is a connection between the places we inhabit and the political culture which our inhabiting of them produces, then perhaps it makes sense to begin with the place, with a sense of what it is, and then try to imagine a way of being public which would fit the place.”

– Daniel Kemmis, former mayor, Missoula, Montana

From the earliest days of the American republic, local governments have made strategic investments, provided incentives, created policies, and in other ways encouraged economic activity to be in their location rather than elsewhere. The “free market” has always been influenced by actions taken by levels of government, particularly in the choice of locations. The characteristics of a particular location was usually the competitive edge that one town had over another in attracting a new industry, a new business, or other private sector investment.

It is widely regarded as an appropriate public role to take public actions to benefit private companies if there is a net benefit to local citizens.

What is different today is the changing nature of both what companies are looking for and what towns and cities are willing to invest in. The traditional public investments like streets, water and sewer service, utilities, are still necessary

but not sufficient to be competitive in the 21st century American economy. Places need to compete with qualitative investments, the initial beneficiaries of which are not the companies to be attracted, but the citizens – present and future – who will ultimately be the reason a company makes a decision.

These investments which enhance a community's quality of life are not the “frosting on the cake.” Instead they represent the fundamental basis upon which today's economic development strategies are based. Towns and cities will either make those investments or they will fall behind in a very, very competitive economic environment, and their citizens will be the losers.

Appendix 1 – Amazon RFP

1. Site/building. Amazon is looking for existing buildings of at least 500,000 square feet and total site space of up to 8 million sq ft. It would like the site to be within 30 miles of a population center and within 45 minutes of an international airport. It prefers metro areas with more than 1 million people. Its Seattle headquarters includes 33 buildings totaling 8.1 million sq ft.

2. Capital and operating costs. Amazon is prioritizing “stable and business-friendly regulations and tax structure” in its considerations. The company is seeking out incentives from state and local governments “to offset initial capital outlay and ongoing operational costs.” At its Seattle headquarters, Amazon says it invested \$3.7 billion in buildings and infrastructure from 2010 to 2017, and spent another \$1.4 billion on utilities and maintenance.

3. Incentives. The company is asking applicants to outline the specific types of incentives they could offer, such as tax credits and relocation grants, as well calculations on the amount of total incentives that could be provided. “The initial and ongoing cost of doing business are critical decision drivers,” the RFP states.

4. Labor force. Hiring 50,000 skilled workers is no easy task, and Amazon wants to make sure its new headquarters is in an area with a readily available pool of talent. The company is prioritizing sites with a “strong university system.” It’s asked cities to provide a list of universities and community colleges with “relevant degrees” plus the number of students to graduate with those degrees over the past three years. Amazon also wants information on computer-science programs in the local and regional K-12 education system.

5. Logistics. Amazon is first and foremost a master of logistics, so it should come as no surprise that the company cares a lot

about transportation. Amazon wants on-site access to mass transit—train, subway, or bus—and to be no more than one or two miles from major highways and connecting roads. It wants to be within 45 minutes of an international airport with daily direct flights to Seattle, New York, the San Francisco Bay area, and Washington DC. The company is also asking applicants to identify “all transit options, including bike lanes and pedestrian access” for the proposed site and to rank traffic congestion during peak commuting hours.

6. Time to operations. To begin construction as soon as possible, Amazon wants an outline of the permitting process and approximate timetable ahead of “Phase 1” of the building process—the first 500,000 to 1 million sq ft, for an investment of \$300 million to \$600 million.

7. Cultural community fit. Like any tech company, Amazon cares about “culture fit.” It defines this as a diverse population, strong higher-education system, and local government that is “eager and willing to work with the company.” Amazon is asking cities to “demonstrate characteristics of this” in their responses. “We encourage testimonials from other large companies,” it adds.

8. Community/quality of life. The new headquarters should be in a place where people want to live. Amazon is interested in daily living and recreational opportunities for people in each proposed metro area. It is also requesting information about housing prices and availability, general cost of living, and crime statistics.

About PlaceEconomics

PlaceEconomics is a private sector firm with over thirty years experience in the thorough and robust analysis of the economic impacts of historic preservation. We conduct studies, surveys, and workshops in cities and states across the country addressing issues of downtown, neighborhood, and commercial district revitalization and the reuse of historic buildings.

This report was prepared and written by Donovan Rypkema, Briana Grosicki, Rodney Swink, Katlyn Cotton, and Alyssa Frystak. Rypkema is principal and founder of PlaceEconomics. Grosicki is Associate Principal and Director of Research at PlaceEconomics and handled research methodologies and data collection. Cotton is the Director of Marketing and Design at PlaceEconomics and handled graphic design. Frystak is the Associate Director of Research and Data Analytics, and handled data analysis. Editing was done by Alyssa Frystak and Rodney Swink, Senior Associate for Planning and Development. Stakeholder interviews were conducted by Swink and Cotton.

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A City at a Crossroads

**THE IMPACT OF HISTORIC PRESERVATION IN THE
CITY OF CUMBERLAND, MARYLAND**



File Attachments for Item:

5. Request from the Cumberland Theatre's Board of Directors for a Local Historic Site Designation.



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Artistic Directors

Kimberli Rowley

Rhett Wolford

Dear Kathy,

The Cumberland Theatre has been a major cultural institution in Western Maryland for over 30 years. The theatre building is the former Assembly of God Church, a mature brick structure located at 101 North Johnson Street. It is directly across from St. Peter & Paul's campus and one block from Prospect Square, both of which are in the Historic District of Cumberland.

This letter is our formal request that the Cumberland Theatre acquire the designation of a historical structure and be included as part of the Historic District in Cumberland.

The Theatre presents eight (8) Main Stage productions per year, which include award-winning plays, classics and large-scale musicals, and employs professional actors, directors and designers from all over the country. It also has a strong educational outreach program, CT Stars of Tomorrow, which serves to teach our younger citizens the performing arts in a safe and professional environment. Other programs include an original play reading series, Shakespeare in the Park and Theatre for Young Audiences, which features plays appropriate and affordable for families. It is for these reasons, that the Cumberland Theatre Board of Directors and Artistic Staff believe that the Theatre is an asset to local tourism and will be a shining and relevant addition to the Historic District.

We thank you in advance for your assistance in processing our request. If you require additional information, please reach out to Kimberli Rowley at 301.697.1381 or kim@cumberlandtheatre.com.

Best Regards,

The Board of Directors
Cumberland Theatre