ON BIBLIOGRAPHY

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HISTORIC STRUCTURES REPORT

PART III

THE DUNKARD CHURCH

ANTIETAM NATIONAL BATTLEFIELD SITE

DECEMBER 1964
Nov. 1962

APPROVAL SHEET

Recommended Harold L. Lessom Date 12/2/64
Superintendent

Recommended acting Eugene A. DeSilets Date 12/17/64
Chief, EODC

Approved Carlile Cramm Date 2/11/64
Act. Regional Director

HISTORIC STRUCTURES REPORT, PART III, RECONSTRUCTION OF DUNKARD CHURCH

Prepared by:

A. W. Franzen, Supervisory Architect

Staff, Antietam National Battlefield Site

November 21, 1962

STATES DEPARTMENT OF THE [illegible] OR — REPORT 7 SFL
NATIONAL PARK SERVICE

COMPLETION REPORT OF CONSTRUCTION PROJECT

REGION	AREA	COUNTY	STATE
Northeast	Antietam National Battfld. Site	Washington	Maryland

PROJECT OR JOB TITLE: Reconstruction of Dunkard Church

PCP NO.:

LOCATION IN AREA: Junction Smoketown Road & Md. State Highway #65

MASTER PLAN NO.:

BUILDING NO.:

WORKING DRAWING NO. AND TITLE: NPS-ANT-3015, Sheets 1 through 3

APPROPRIATION TITLE AND SYMBOL: 14X8037, Donations, NPS, T.F.

ACCOUNT NO.: 913.04

CONTRACT NO.: 14-10-0529-2501

DATE WORK STARTED: 8/7/61

DATE WORK COMPLETED: 8/31/62

NAME OF CONTRACTOR: The Blake Company

ADDRESS: 339 E. Antietam Street, Hagerstown, Maryland

COST ANALYSIS

CONSTRUCTION ITEMS	QTY.	UNIT COST IN PLACE	TOTAL COST IN PLACE
Salaries and Related Expenses			4,048.86
V. Cushwa - Hand made special bricks & fillers			1,192.50
Blake Co. - Contract for Reconstruction of Church			12,777.00
Blake Co. - Labor & material to install 2 door sills			149.99
Tauge Lumber Co. - Ponderosa Pine for windows, benches and flooring			176.40
Thorn Lumber Co. - Ponderosa Pine for windows, benches and flooring			268.13
Cavetown Planing Mill - Ponderosa Pine for windows, benches and flooring			954.47
Miscellaneous supplies, telephone, etc.			479.55
		TOTAL	$20,046.90

NORTHEAST REGION FFO FISCAL CLEARANCE

Ralph E. Notter Budget Offic 5/28/63
(Title and Signature) (Date)

SUMMARY OF EXPENDITURES

PERSONAL SERVICES	EQUIPMENT	MATERIALS AND SUPPLIES
$4,048.86	$149.99	$2,831.40

OTHER: $13,016.65

ORIGINAL CONTRACT AMOUNT	CHANGE ORDERS		
	FIRST	SECOND	THIRD
$12,884.00	RE $107.00		
FINAL CONTRACT AMOUNT	FOURTH	FIFTH	SIXTH
$12,777.00			

THIS PROJECT OR JOB HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED DRAWINGS, SPECIFICATIONS, AUTHORIZED CHANGES

SUBMITTED BY (*Name and title*)

A. W. Franzen, Supervisory Architect A W Franzen — DATE 11/21/62

APPROVED BY (*Name and title*)

Benjamin H. Davis, Superintendent Benjamin H. Davis — DATE 11/21/62

(ATTACH NARRATIVE STATEMENT, PHOTOGRAPHS, AND "AS BUILT" DRAWINGS TO THIS FORM)

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-374085

The reconstruction of the Dunkard Church was accomplished by general contract with certain portions of the fabric supplied to the contractor by the Service from materials that had been salvaged by a local resident from the original structure when it was demolished by windstorm on May 23, 1921.

Site and Salvaged Materials

The original stone foundations, consisting of the perimeter wall and the two north-south interior joist bearing cross walls, were found to be relatively intact having been stabilized by the Service shortly after the property was given to the Government.

Exploratory digging within the confines of the existing foundations failed to reveal any traces of additional cross walls or piers. The natural rock of the site lies quite close to the surface and during exploration it was found that the stone foundation walls were laid on the natural rock and as a consequence the original builders did not have to employ spread footings.

The elevation of the foundation walls was checked, by comparing stone joints and stones against photographs of the original structure, and were found to correspond in all major respects.

The area within the perimeter foundations was cleaned of debris and a leveling layer of sand put down over which building paper was laid to reduce absorption of ground moisture by the wood floor joists above.

Prior to the preparation of the contract documents an inventory was made of the salvaged material obtained from Mr. Elmer G. Boyer of Sharpsburg who had held this material for forty years.

It was found that this collection of material, while containing representative examples of the majority of materials employed, did not have all components in the amounts required for the reconstruction thus requiring the fabrication of additional pieces and also some portions of the material were found to be damaged to such an extent that repairs were required.[1]

Arrangements were accordingly made for the transfer of a Building Restoration Specialist to Harpers Ferry to reconstruct and/or repair the salvaged carpentry materials using the Monument shop facilities. An order was also placed for the lumber necessary to effect the repairs.

A local brickyard prepared satisfactory samples of handmade brick to match the original in size, color and texture and an order was placed with this firm to produce 22,500 bricks to be used with the 3,000 bricks that had been salvaged.

Building Restoration Specialist Charles Seidel arrived in Harpers Ferry on August 17, 1961 and started repairs to the salvaged window frames.

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1. See Appendix D for a list of the salvaged material

Letting of General Contract

On May 15th the working drawings were approved and bids were advertised for on June 12th with the opening date set for June 30th.

An Addendum, No. 1, clarified a reference to the mechanical work as described in the special provisions of the specifications.

Five bidders responded with bids as follows:

The Blake Company Hagerstown, Maryland	$12,380.00
Norman S. Earley & Son, Inc. Hagerstown, Maryland	$14,567.00
William B. Shreve Adamstown, Maryland	$15,541.75
J. B. Ferguson & Co., Inc. Hagerstown, Maryland	$17,775.00
The Mico Corporation Fayettesville, Pennsylvania	$23,108.00

Several of the above bidders were unable to develop a source for the cypress shingles called for in the specifications and bid on cedar shingles instead.

As a result the bids were rejected and new invitations to bid were sent out July 6th wherein the base price was to cover the furnishing of cypress shingles with an alternate bid for submitting cedar shingles. Opening of bids was scheduled for July 20th. As the Bacon-Davis wage rates expired on July 4th it was necessary to issue Addendum No. 2 showing new wage rates based on a determination

dated July 10, 1961. All of the five original bidders resubmitted bids as follows:

The Blake Company	$14,480.00 Base Bid $12,884.00 Alternate
William B. Shreve	$15,541.75 Base Bid $14,301.75 Alternate
Norman S. Earley & Son, Inc.	No Base Bid $14,400.00 Alternate
The Mico Corporation	$15,425.00 Base Bid $15,125.00 Alternate
J. B. Ferguson & Co., Inc.	$17,930.00 Base Bid $17,330.00 Alternate

The Blake Company's bid was accepted being within the authorized funds and below Service estimates for the contract. To inaugurate work under this contract a preconstruction conference was held on July 31, 1961 attended by Mr. Robert W. Nichols representing The Blake Company, Superintendent B. H. Davis of Antietam National Battlefield Site and Architect A. W. Franzen. Subcontractors for The Blake Company were as follows:

John R. Mitchell Hagerstown, Maryland	Masonry
Cavetown Planing Mill Company Cavetown, Maryland	Truss Fabricators
Bonded Applicators Hagerstown, Maryland	Roofing
Whitlock and Dusing Waynesboro, Pennsylvania	Plastering

Hub City Electric Company Hagerstown, Maryland	Electric Heating
G. M. Gehr & Son Hagerstown, Maryland	Painting

Progress of Work

Construction was started on August 7th with the masonry subcontractor making up sample panels of masonry for obtaining a color match for the joint mortar. Mortar taken from deep within the stone foundation joints was used as the basis for making the match. The formula adopted was:

1 White Portland Cement

$\frac{1}{4}$ Lime

1 White Sand

2 Smoot Company River Sand

Building Restoration Specialist Charles Seidel returned to his duties at Hopewell Village National Historic Site and was replaced by Building Restoration Specialist Robert Voorhees of the Harpers Ferry National Monument staff on August 17th. The latter placed the completed window and door frames for the masonry subcontractor.

Use of salvaged brick was concentrated around the entrance doors with the balance of the structure laid up with brick supplied by the Service and manufactured by Victor Cushwa and Sons of Williamsport, Maryland. Facing brick were handmade and an exact match of

the salvaged brick and were backed up with common yard run brick. The masonry phase of the contract was completed on September 18th.

By October 5th The Blake Company had the structure under roof and BRS Voorhees had completed repairs to the doors and windows and on this date the plastering subcontractor started lathing and plastering. Earlier on August 14, 1961, Change Order No. 1 (the only change order made) was issued to change the metal lath specified to 3/8" rock lath. This change was made to facilitate the installation of the electric heating cable and resulted in a reduction of the contract price by $107.00. The plastering work was completed by October 25th.

A meeting was held with the painting subcontractor on October 24th and arrangements were made to have color samples made up to match paint coats uncovered from the salvaged components of the fabric during the architectural investigation. The following formulas were devolved from a number of samples submitted:

Exterior Brick	1 Gal. Arvon Block and Brick Paint 1 oz. Raw Umber
Exterior Wood Trim	1 Gal. Pratt & Lambert #325 Smoke Gray 4 oz. Raw Umber 2 oz. Chrome Yellow Med. 2 oz. Venetian Red
Interior Wood Trim	1 Gal. Pratt & Lambert Vitralite Eggshell 2 oz. Lamp Black 2 oz. Raw Umber

Interior Wood Floor	Stained to match old floor Finished with Linseed Oil
Interior Walls	4 Gals. Hot water 12 lbs. salt 1 qt. molasses
	1 sack hydrated lime) 7 Gals. Hot water) Allow to stand 12 hrs.

Add the above and thin as required and apply with brushes evenly and quickly.

BRS Voorhees completed the fitting and adjusting of the window sash on November 1st and the hanging of the shutters on November 15th.

The painting subcontractor finished painting the exterior brick work on November 29th.

The salvaged flooring of the original structure was only a tenth of that required. To make up the difference the Service purchased new material of the same species from the Cavetown Planing Mill Company. The new material was processed both by the mill and BRS Voorhees to duplicate the salvaged flooring in width, thickness and the matching of the tongues and grooves. The processed flooring was put in the hands of the general contractor on December 7th for laying.

Following the laying of the floor BRS Voorhees hung the two doors on December 21st.

The interior paint samples for the interior trim were approved on

December 4th and the painter proceeded with painting the trim, walls and ceilings and finishing the floor. This work was completed before the end of the month.

Interior Furnishings

The required number of benches were fifteen long ones, six short ones and one bench for the stove tender. Of these there were enough salvaged components to make up ten of the long benches and one short bench. The components needed repairs in varying degrees and this work was undertaken by BRS Voorhees on November 2nd together with the fabrication of the missing benches. This took to January 21st.

Following the completion of the benches the Elder's table was started using a salvaged leg from the original table. This was completed on February 5th.

This left, as far as carpentry work is concerned, only the wood storage box. Details for this were prepared from data gathered locally from similar items of the period and the box was completed on August 31, 1962.

To date it has not been possible to find door locks similar to those used in the original structure. Sketches have been prepared based on paint traces found on the original door showing its size and the disposition of the key hole and knob spindle. The sketches have been placed in the hands of various dealers who will advise us

if they run across locks suitable for our needs.

The salvaged stoves are of a later period and again steps have been taken to find a stove appropriate to the one used during the period.

It is planned to run electric service to the building underground when the landscaping work is tied in with the new Visitor Center development. A concealed electrical conduit has been run into the southwest corner of the building to terminate within the wood storage box where the electric meter for the electric heating system will be installed.

General

The general contractor is to be commended for his cooperation which resulted in the work being executed in a prompt and efficient manner. Mr. Robert Nichols, the contractor's representative, was most helpful in coordinating the work of the subcontractors and following through on details to make the work conform to Service standards of excellence. Final acceptance of the structure was made on January 9th.

APPENDIX A

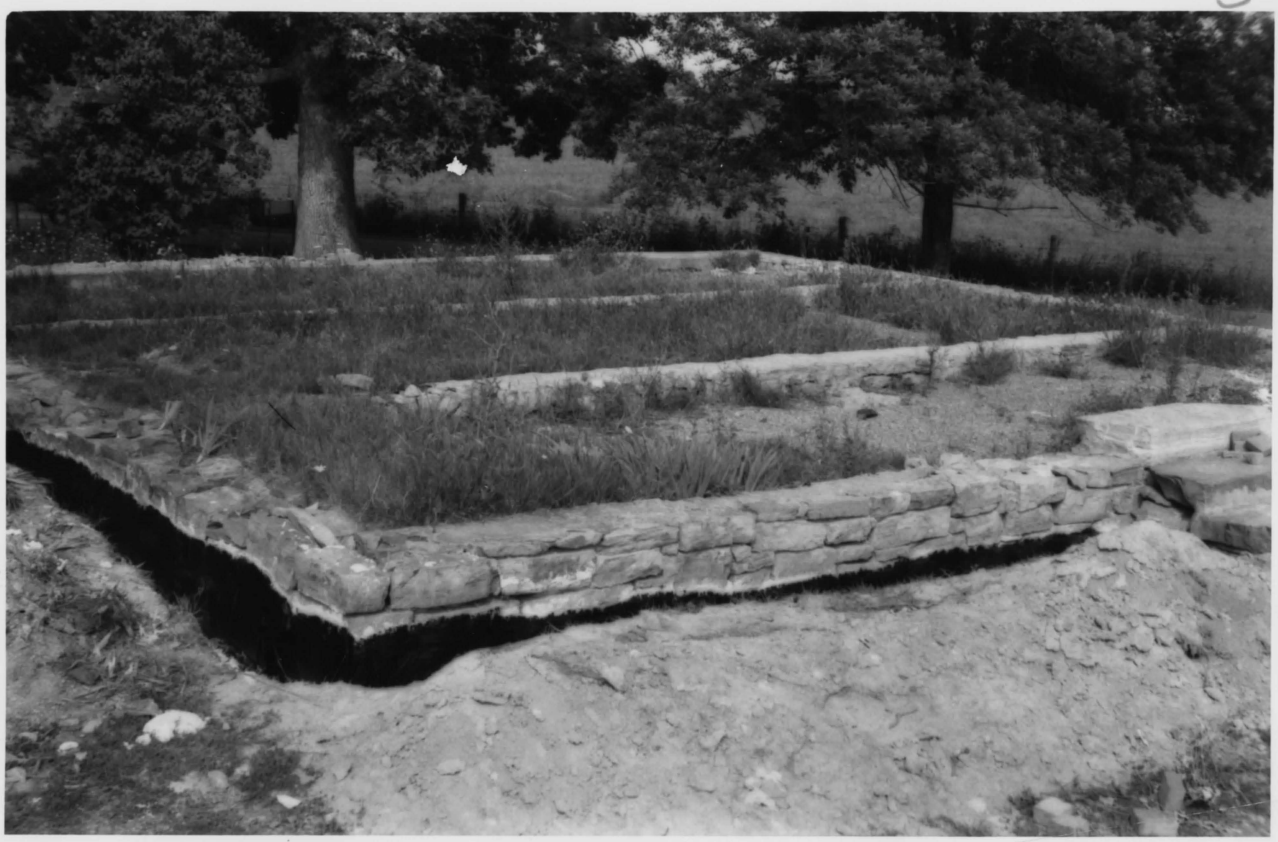


View of northwest corner of original foundation. Original bricks stacked near foundation. New York State Monument (with eagle) in upper left of photograph. August 1961

2



Northwest corner of original foundation after below-grade portion had been pargeted and asphalted. Trailer in background on private land. August 1961



View of southeast corner showing below-grade treatment of original foundation. August 1961

4



Beginning of wall, west side. August 1961



View of north end wall. August 1961



Walls up to window sill height. The contrast can be noticed between the new bricks in wall at left and old original bricks around opening at right of photo.
August 1961



Front, or east view of Church showing original window and door frames in place. The whiter bricks around door are original bricks. September 1961

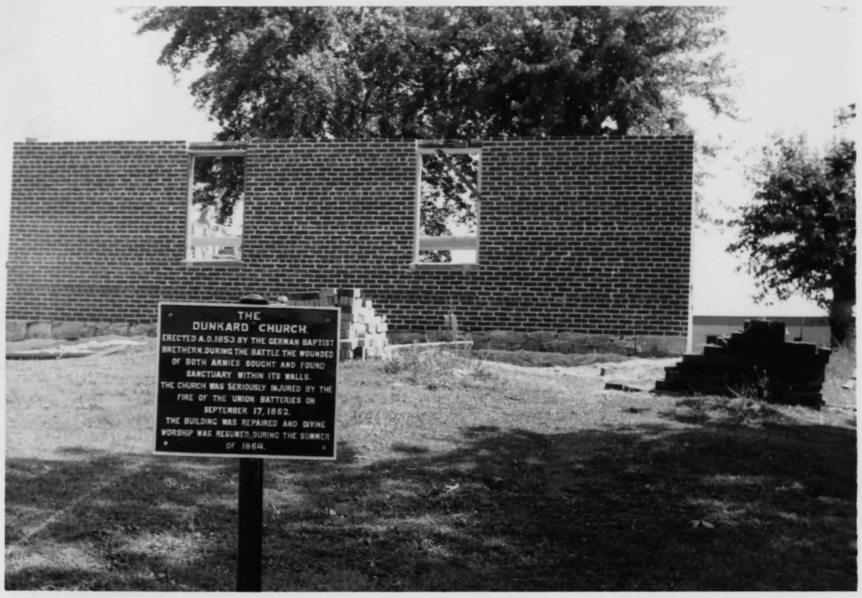


Here the walls are above door and window height. Contrast between the old and new bricks is distinct. September 1961



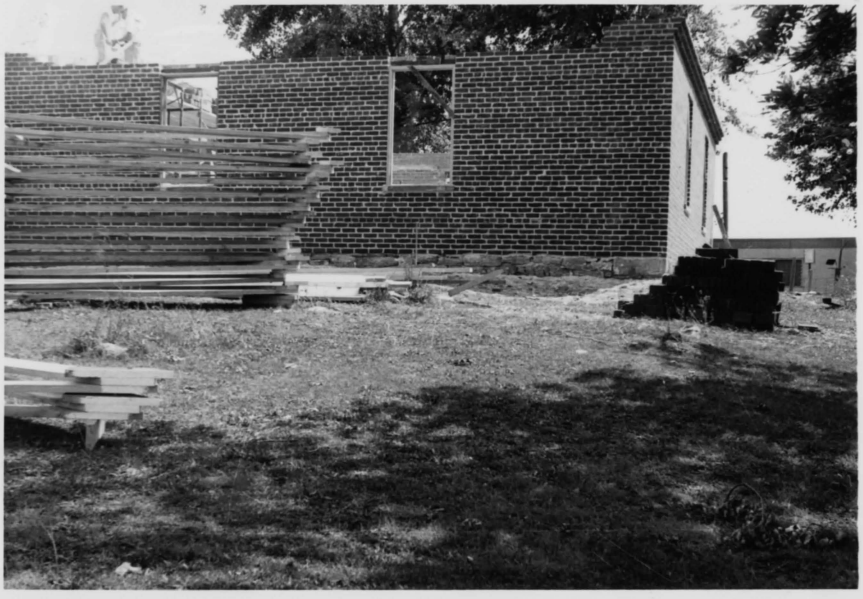
View of west wall. September 1961

10



View of north end. September 1961

11



View of north end showing profile of brick overhanging cornice along west wall. September 1961



View of west wall which shows brick cornice and the soldier brick over the windows. September 1961



View of west side showing trusses in place. September 1961

14



View of north end and part of east, or font, side. Details of roof trusses are visible. September 1961

15



Workmen constructing chimney. September 1961

16



View of fabricated drop ceiling. September 1961



Front view showing the area faced with the old bricks.
September 1961

18



View of south end and front showing old bricks incorporated into the building around both doors. The first course of roofing which is red cedar shingles. September 1961



View of north end and east front after completion of roof.
September 1961

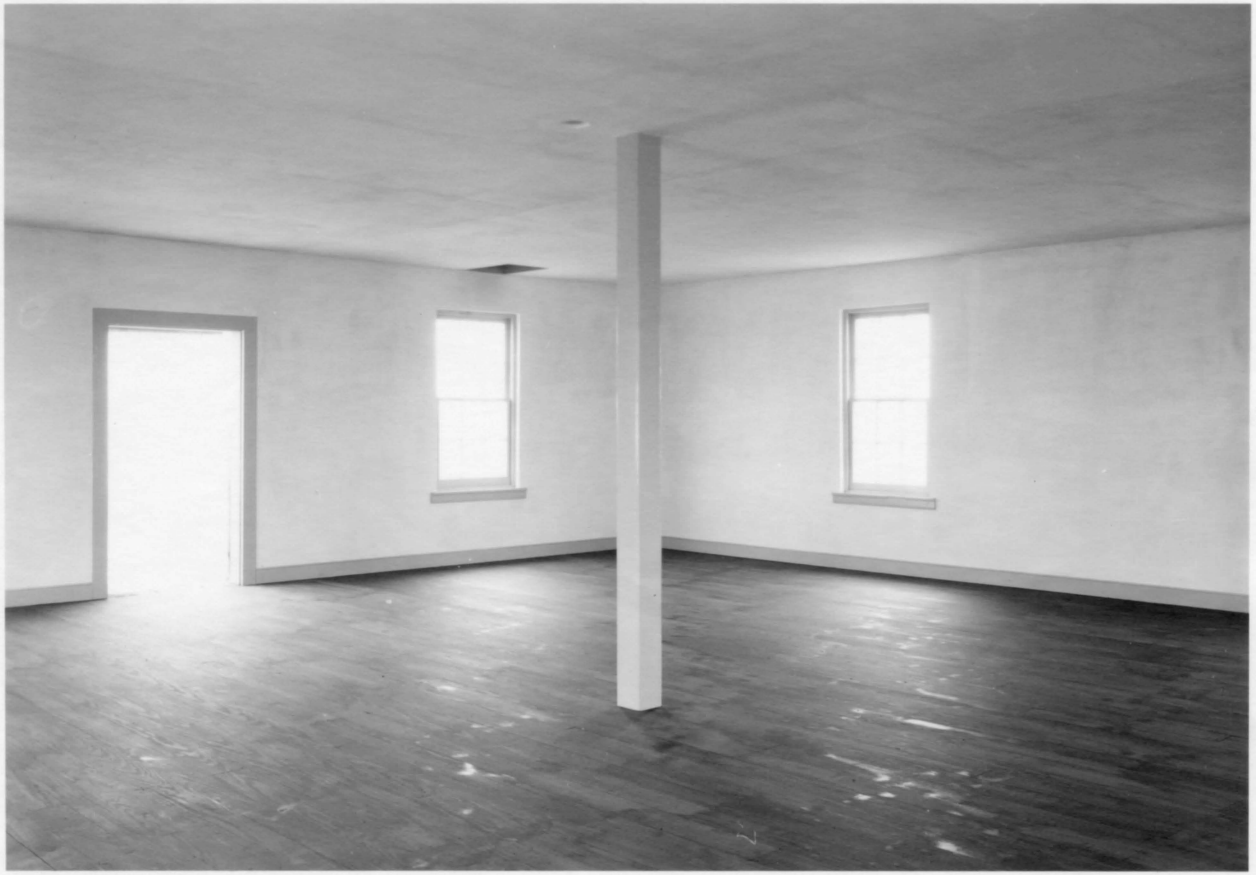


View of south end and east front during plastering operation.
October 1961

APPENDIX B

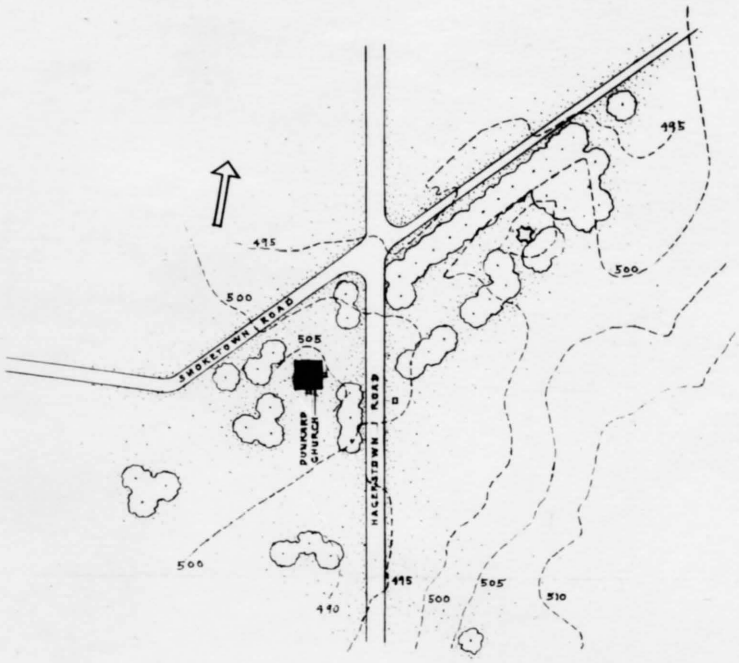




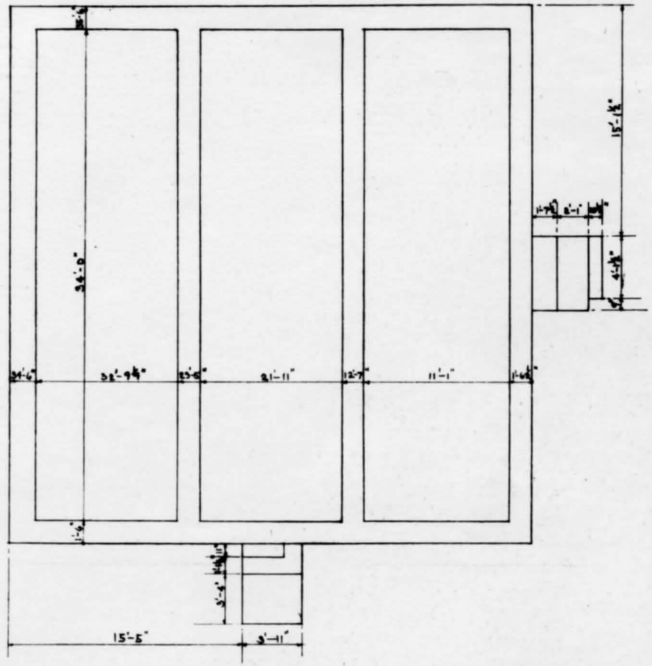


DUNKARD CHURCH

BUILT IN 1853 BY MEMBERS OF THE CHURCH OF THE BRETHREN THE BUILDING WAS A FOCAL POINT IN THE BATTLE OF ANTIETAM SEPTEMBER 14-19, 1862 ALTHOUGH IT COLLAPSED DURING A STORM IN 1921 PORTIONS OF THE WOODWORK INCLUDING PEWS AND BRICKS WERE SAVED AND WILL BE INCLUDED IN THE 1961 RECOSTRUCTION OF THE BUILDING ON ITS ORIGINAL FOUNDATION. THESE FRAGMENTS ARE DETAILED IN THIS SET OF DRAWINGS



LOCATION PLAN
SCALE 1"=100'

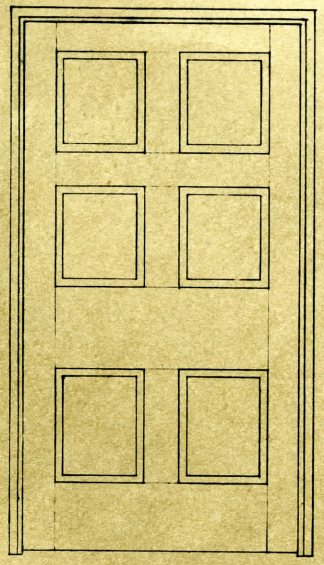


PLAN OF EXISTING STONE FOUNDATION
SCALE 3/16"=1'-0"

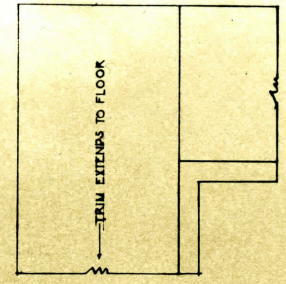
MEASURED AND DRAWN BY JAMES F. TALBUTT ARCHITECT NPS, UNDER THE SUPERVISION OF ARCHIE FRANZEN RESIDENT ARCHITECT HARPERS FERRY NATIONAL MONUMENT, AND CHARLES E. PEDERSEN SUPERVISING ARCHITECT HISTORIC STRUCTURES E.O.D.C. THESE FRAGMENTS WERE MEASURED AS A PART OF THE DRAWINGS FOR THE 1961 RECONSTRUCTION OF THE CHURCH

1961

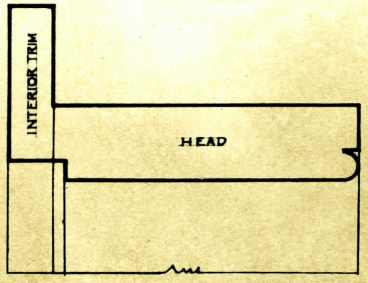
EASTERN DIVISION OF DESIGN AND CONSTRUCTION UNDER DIRECTION OF UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE, BRANCH OF PLANS AND DESIGN	NAME OF STRUCTURE DUNKARD CHURCH – SALVAGED WOODWORK HAGERSTOWN & SMOKETOWN RDS. ANTIETAM NATIONAL BATTLEFIELD SITE. ANTIETAM WASHINGTON COUNTY MARYLAND	SURVEY NO. MD-203	HISTORIC AMERICAN BUILDINGS SURVEY SHEET 1 OF 6 SHEETS	



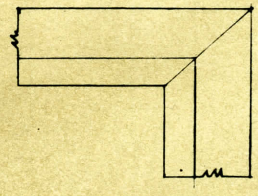
EXTERIOR ELEVATION
SCALE-1"=1'-0"



INTERIOR ELEVATION



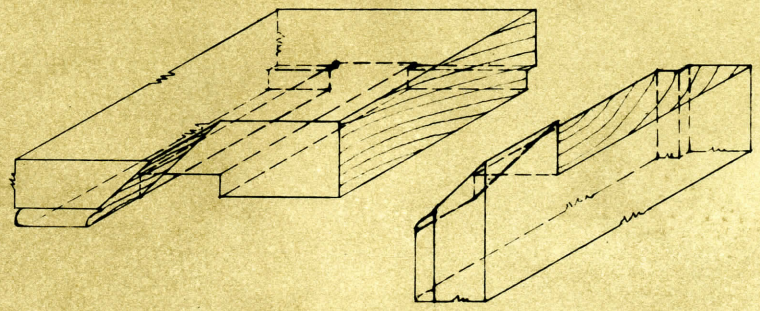
SECTION



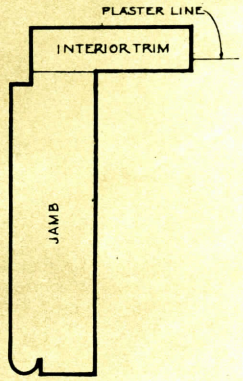
EXTERIOR ELEVATION



PANELING OF DOOR



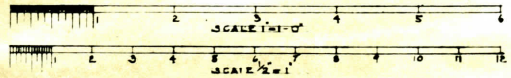
ISOMETRIC PERSPECTIVE SHOWING
JOINING OF HEAD TO JAMB



PLAN

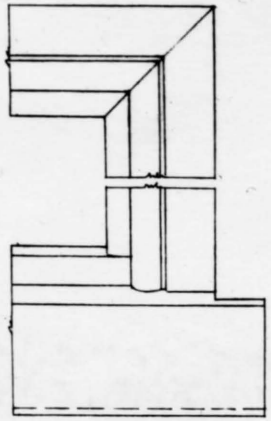
NOTE- SCALE OF DETAILS ½ FULL SIZE

EXTERIOR DOOR AND FRAME

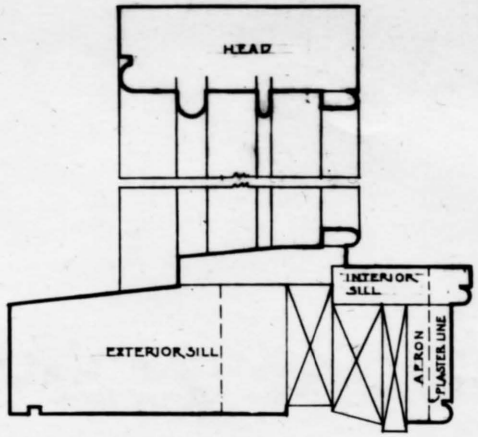


DEL.-J.F. TALBUTT, 1961

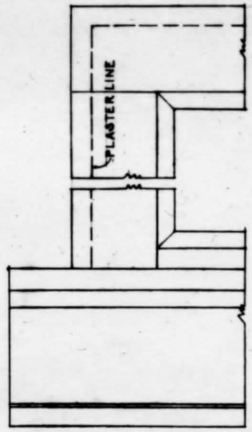
EASTERN DIVISION OF DESIGN AND CONSTRUCTION UNDER DIRECTION OF UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE, BRANCH OF PLANS AND DESIGN	NAME OF STRUCTURE DUNKARD CHURCH SALVAGED WOODWORK HAGERSTOWN & SMOKETOWN RDS. ANTIETAM NATIONAL BATTLEFIELD SITE ANTIETAM WASHINGTON COUNTY MARYLAND	SURVEY NO. MD-203	HISTORIC AMERICAN BUILDINGS SURVEY SHEET 2 OF 6 SHEETS



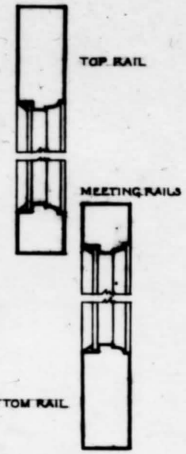
EXTERIOR ELEVATION



SECTION

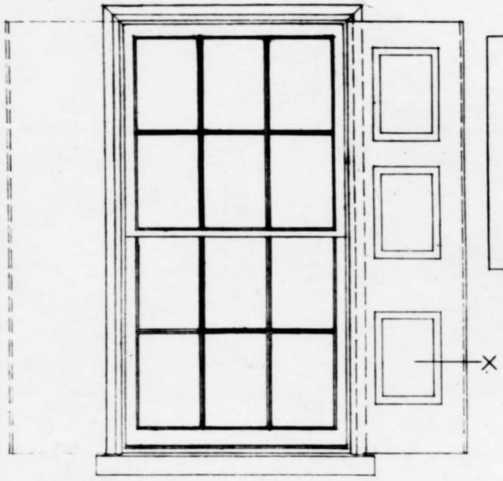


INTERIOR ELEVATION

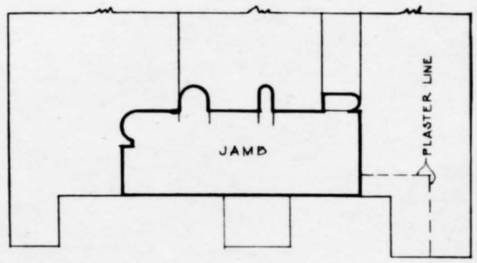




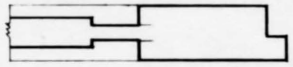
SASH-PROBABLY NOT ORIGINAL



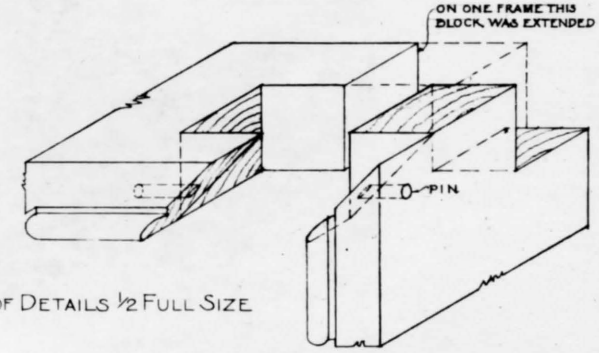
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PLAN

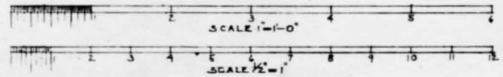


PLAN OF SHUTTER AT-X



NOTE-SCALE OF DETAILS ½ FULL SIZE

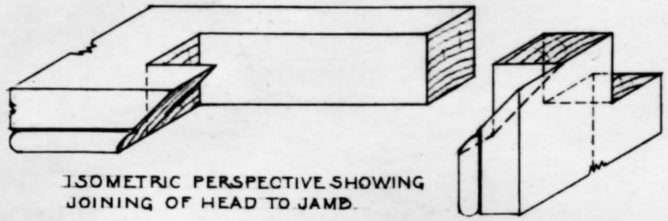
ISOMETRIC PERSPECTIVE SHOWING JOINING OF HEAD TO JAMB



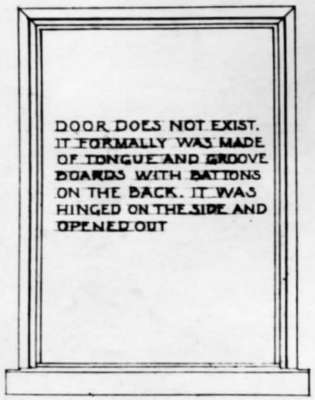
FIRST FLOOR WINDOWS

DEL-J.F.TALBUTT, 1961

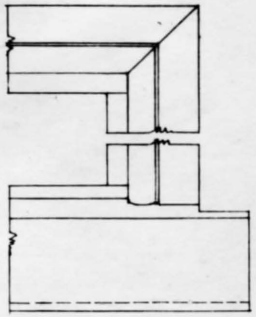
EASTERN DIVISION OF DESIGN AND CONSTRUCTION UNDER DIRECTION OF UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE, BRANCH OF PLANS AND DESIGN	NAME OF STRUCTURE DUNKARD CHURCH-SALVAGED WOODWORK HAGERSTOWN & SMOKETOWN RDS., ANTIETAM NATIONAL BATTLEFIELD SITE, ANTIETAM, WASHINGTON COUNTY MARYLAND	SURVEY NO. MD-203	HISTORIC AMERICAN BUILDINGS SURVEY SHEET 3 OF 4 SHEETS	



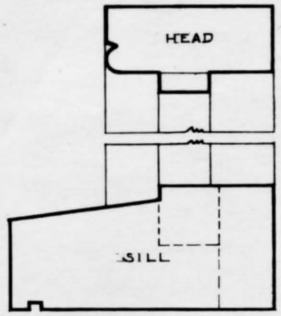
ISOMETRIC PERSPECTIVE SHOWING JOINING OF HEAD TO JAMB.



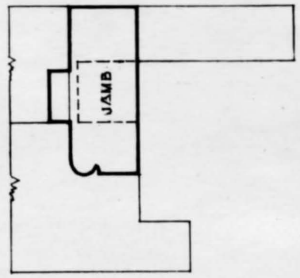
EXTERIOR ELEVATION
SCALE-1½"=1'-0"



EXTERIOR ELEVATION



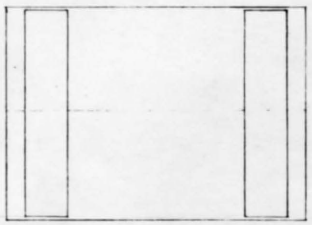
SECTION



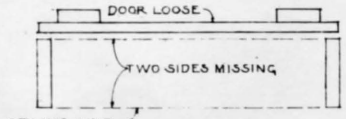
PLAN

WINDOWS IN GABLE

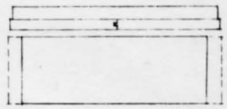
NOTE–SCALE OF DETAILS ½ FULL SIZE



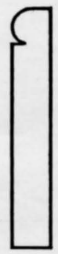
PLAN



SIDE ELEVATION



SIDE ELEVATION



BASEBOARD

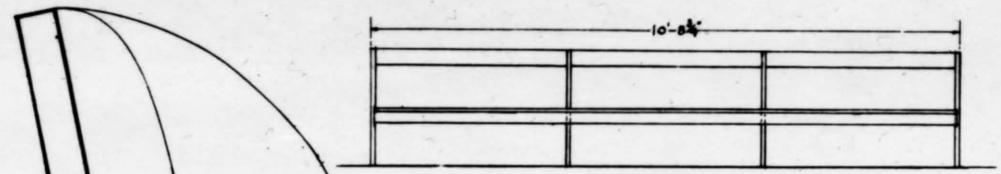
FRAME AND TRAP DOOR TO ATTIC

SCALE-1½"-1'-0"

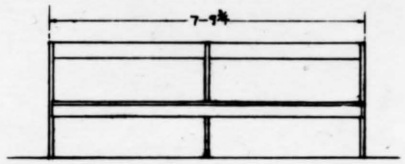


DEL.–J.F. TALBUTT, 1961

EASTERN DIVISION OF DESIGN AND CONSTRUCTION UNDER DIRECTION OF UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE, BRANCH OF PLANS AND DESIGN	NAME OF STRUCTURE DUNKARD CHURCH SALVAGED WOODWORK HAGERSTOWN & SMOKETOWN RDS. ANTIETAM NATIONAL BATTLEFIELD SITE ANTIETAM WASHINGTON COUNTY MARYLAND	SURVEY NO. MD-203	HISTORIC AMERICAN BUILDINGS SURVEY SHEET 4 OF 6 SHEETS	



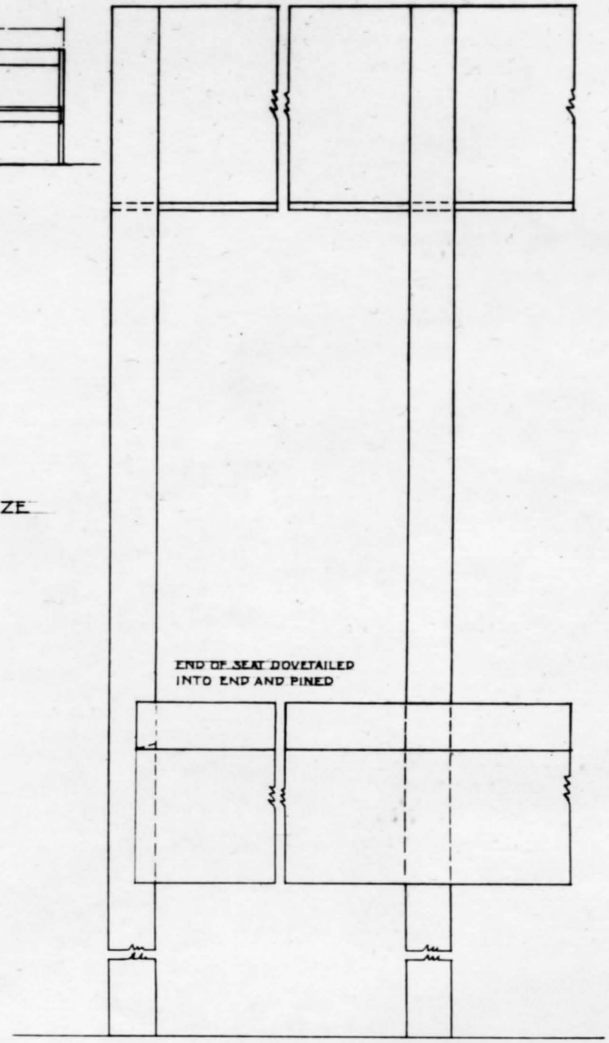
FRONT ELEVATION



FRONT ELEVATION
SCALE ½"=1'-0"

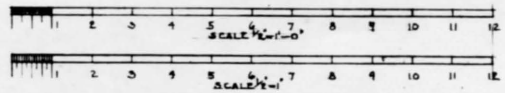
NOTE- SCALE OF DETAILS ½ FULL SIZE

SECTION



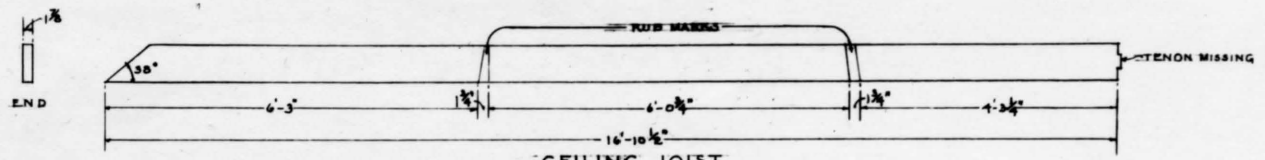
FRONT ELEVATION

CHURCH BENCHES

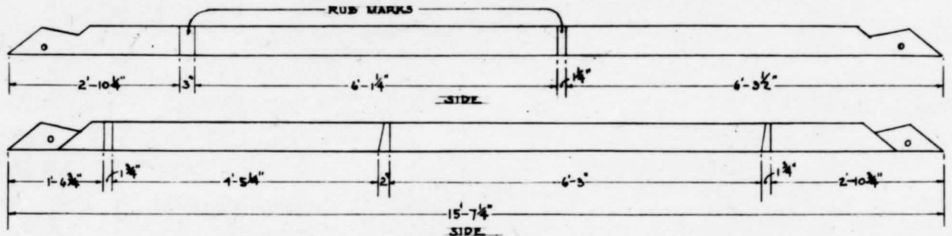


DEL.-J.F. TALBUTT, 1961

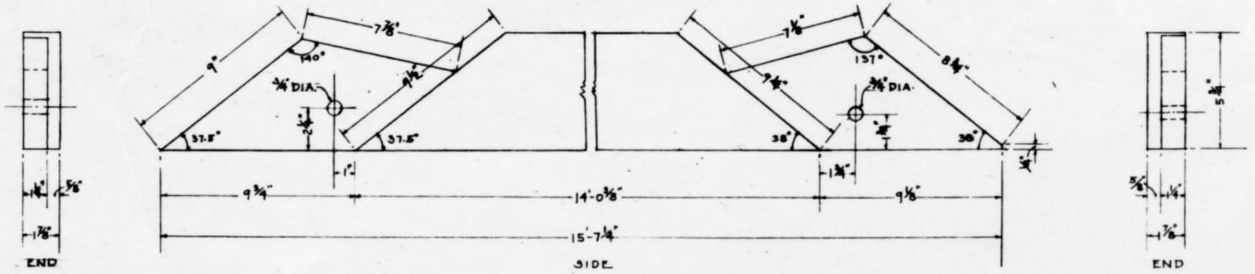
EASTERN DIVISION OF DESIGN AND CONSTRUCTION. UNDER DIRECTION OF UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE, BRANCH OF PLANS AND DESIGN	NAME OF STRUCTURE: DUNKARD CHURCH - SALVAGED WOODWORK. HAGERSTOWN & SMOKETOWN RDS. ANTIETAM NATIONAL BATTLEFIELD SITE. ANTIETAM, WASHINGTON COUNTY MARYLAND	SURVEY NO. MD-203	HISTORIC AMERICAN BUILDINGS SURVEY SHEET 5 OF 6 SHEETS	



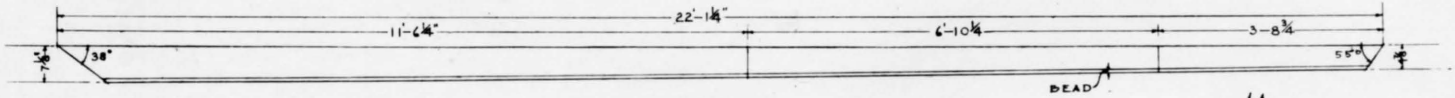
CEILING JOIST
SCALE 3/8"=1'-0"



SCALE 3/8"=1'-0"



COLLAR BEAM
SCALE 3"=1'-0"



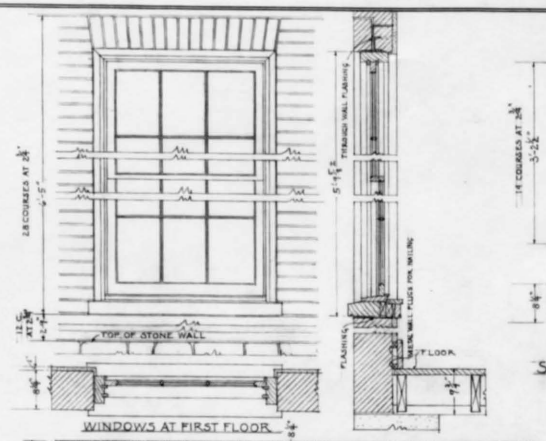
BARGEBOARD
SCALE 3/4"=1'-0"



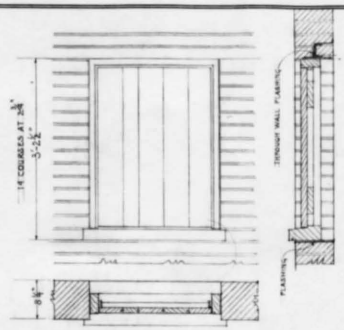
SECTION OF BEAD ON BARGEBOARD
SCALE-FULL SIZE

DEL.—J.F. TALBUTT, 1961

EASTERN DIVISION OF DESIGN AND CONSTRUCTION UNDER DIRECTION OF UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE, BRANCH OF PLANS AND DESIGN	NAME OF STRUCTURE DUNKARD CHURCH SALVAGED WOODWORK HAGERSTOWN & SMOKETOWN RDS. ANTIETAM NATIONAL BATTLEFIELD SITE ANTIETAM WASHINGTON COUNTY MARYLAND	SURVEY NO. MD-203	HISTORIC AMERICAN BUILDINGS SURVEY SHEET 6 OF 6 SHEETS	LIBRARY OF CONGRESS PRINTS DIVISION

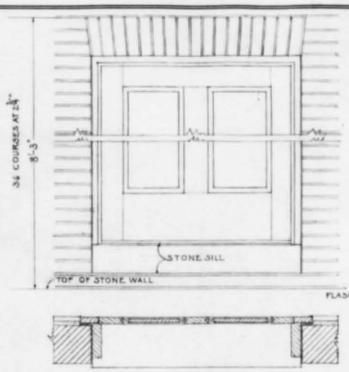


WINDOWS AT FIRST FLOOR

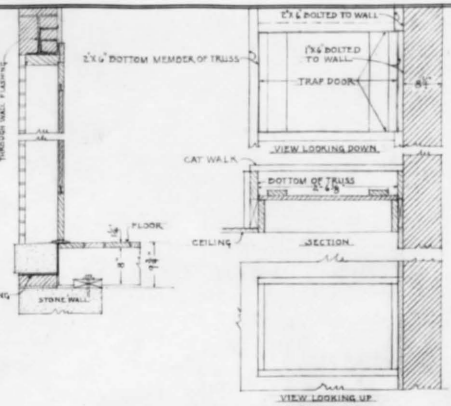


WINDOWS AT GABLE

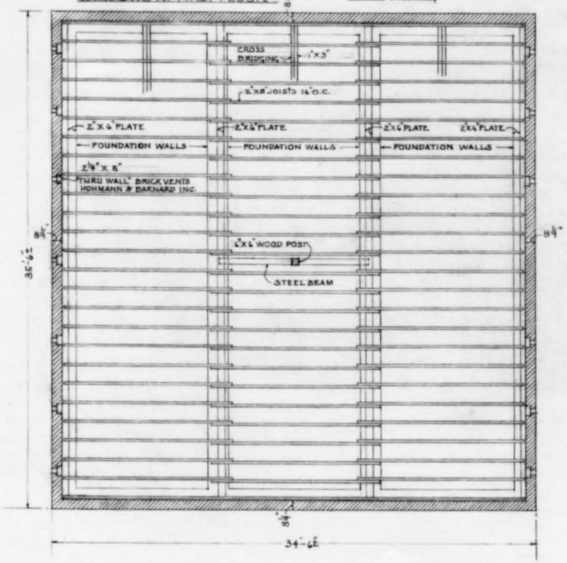
SCALE OF DETAILS 1"=1'-0"



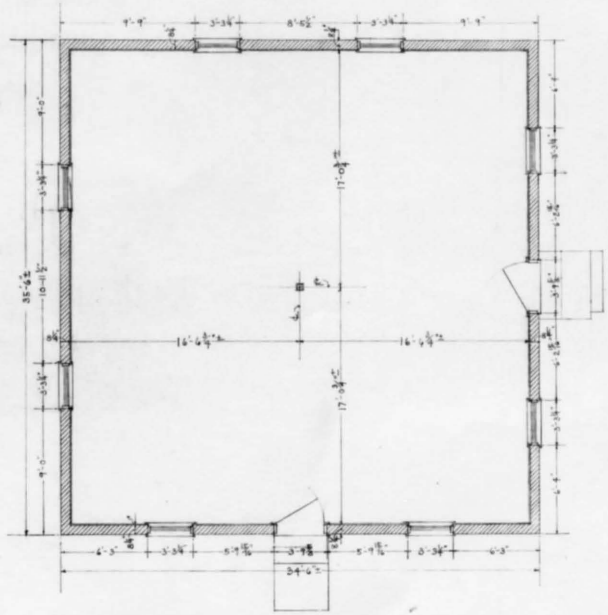
DOORS



TRAP DOOR

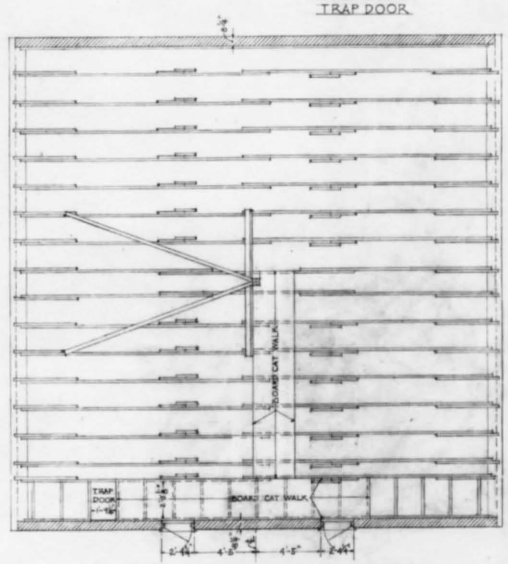


FOUNDATION PLAN SHOWING FLOOR JOISTS



FIRST FLOOR PLAN

SCALE 1/4"=1'-0"



PLAN ABOVE PLASTER CEILING

NOTE-VERIFY ALL DIMENSIONS

BASIC DATA

WORKING DRAWINGS

SCALE AS NOTED

RECOMMENDED		
	ACTING CHIEF E&DC	9/27/61
	ACTING SUPERINTENDENT	9/25/61
	ACTING REGIONAL DIRECTOR	9/21/61
	CHIEF D&C	
APPROVED	ACTING DIRECTOR	9/21/61

MARK	DESCRIPTION OF REVISION	DATE	INITIAL

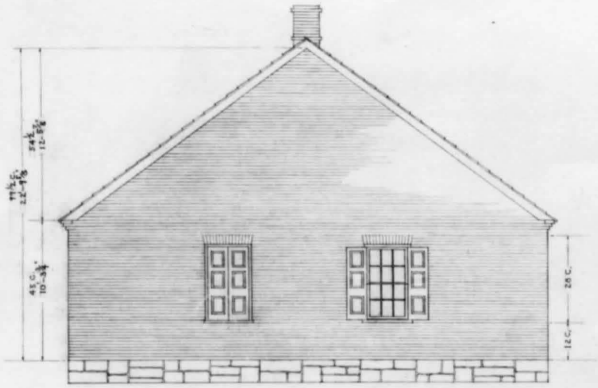
UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
DIVISION OF DESIGN AND CONSTRUCTION
REGION 1
EASTERN
OFFICE

RECONSTRUCTION OF THE DUNKARD CHURCH
TITLE OF DRAWING
JUNCTION OF HAGERSTOWN AND SHARPSBURG ROADS
LOCATION WITHIN PARK
ANTIETAM NATIONAL BATTLEFIELD SITE
NAME OF PARK

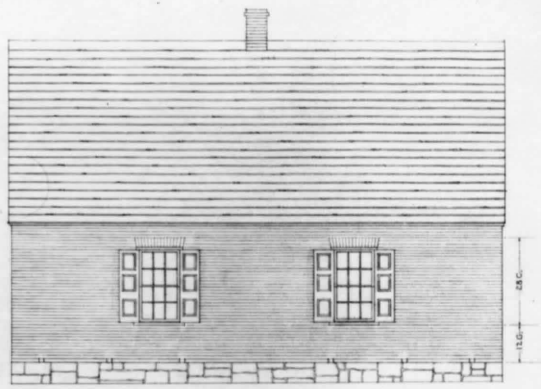
ORIENTATION

PREPARED
A.W. FRANCKE
DESIGNED
J.P. TALBUTT
DRAWN
HENRY A. JUPP
CHECKED

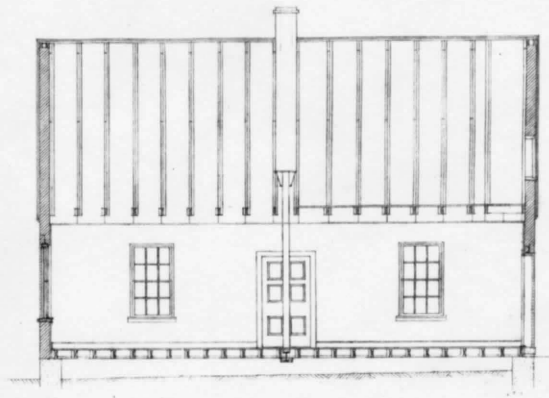
REVISED
REGION ONE
PCP NO.
SHEET 1 OF 3
DRAWING NO. NBS-ANT 3015
DATE 5/24/61



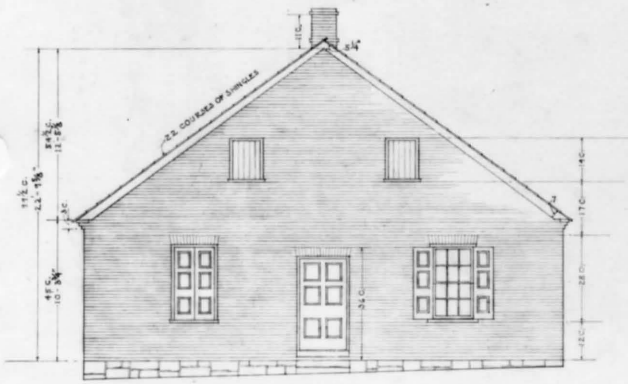
NORTH ELEVATION



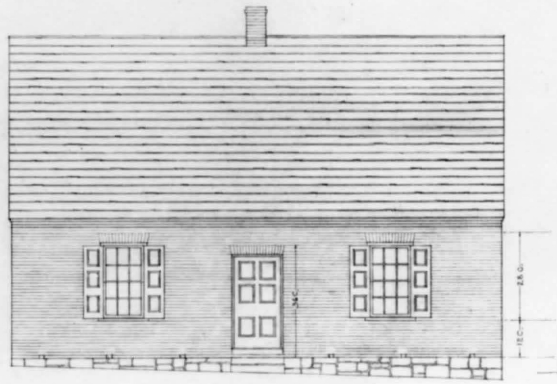
WEST ELEVATION



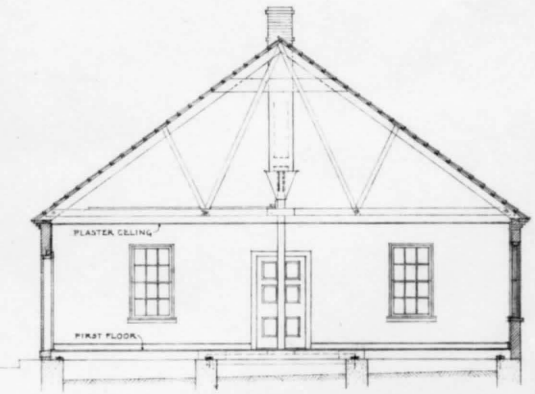
SECTION NORTH–SOUTH



SOUTH ELEVATION



EAST ELEVATION



SECTION EAST–WEST

"NOTE"-VERIFY ALL DIMENSIONS.

WORKING DRAWINGS
SCALE 1/8"=1'-0"

MARK	DESCRIPTION OF REVISION	DATE	INITIAL

RECOMMENDED ____ DATE ____

APPROVED ____

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
DIVISION OF DESIGN AND CONSTRUCTION
PREPARED BY
EASTERN
OFFICE

RECONSTRUCTION OF THE DUNKARD CHURCH
TITLE OF DRAWING
JUNCTION OF HAGERSTOWN AND SMOKETOWN ROADS
LOCATION WITHIN PARK
ANTIETAM NATIONAL BATTLEFIELD SITE
NAME OF PARK

ORIENTATION

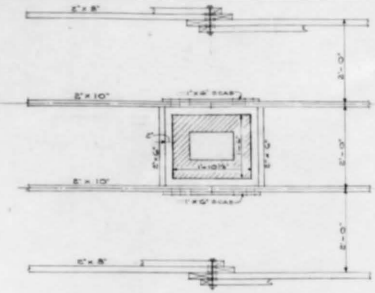
PREPARED
DESIGNED J.F. TALBUTT
DRAWN
HENRY A. JUDY
CHECKED

REVISED

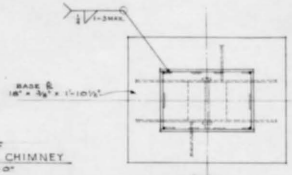
REGION ONE
PCP NO.
SHEET 2 OF 3
DRAWING NO. NPS-ANT 3015
DATE 3/24/61

BASIC DATA

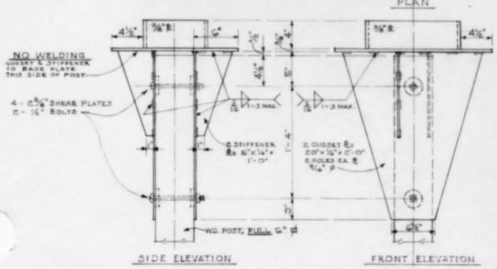
2



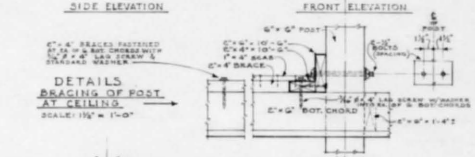
PLAN OF RAFTERS AT CHIMNEY
SCALE: 3/4" = 1'-0"



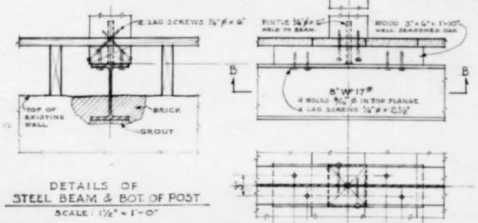
DETAILS OF STEEL BASE FOR CHIMNEY
SCALE: 1½" = 1'-0"



SIDE ELEVATION — FRONT ELEVATION

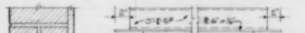


DETAILS BRACING OF POST AT CEILING
SCALE: 1½" = 1'-0"

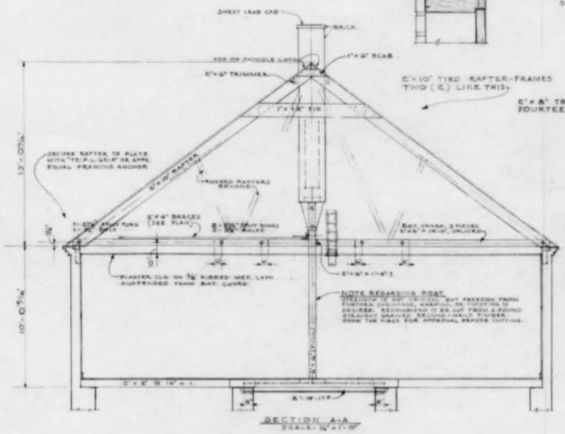


DETAILS OF STEEL BEAM & BOT OF POST
SCALE: 1½" = 1'-0"

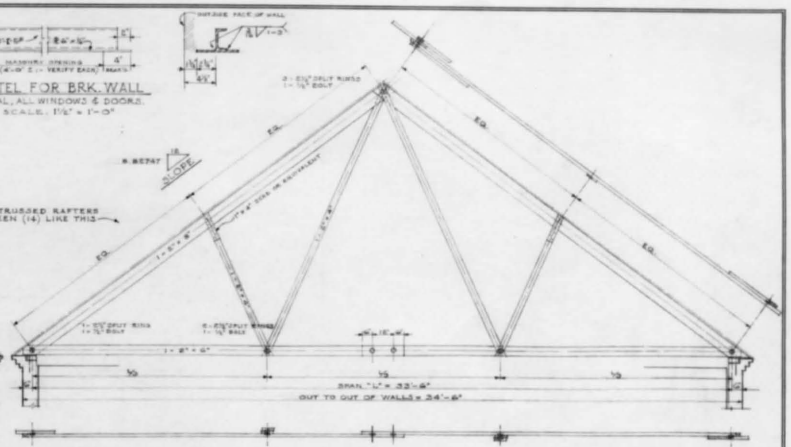
PLAN AT "B-B" ℄ (LOOKING UP)



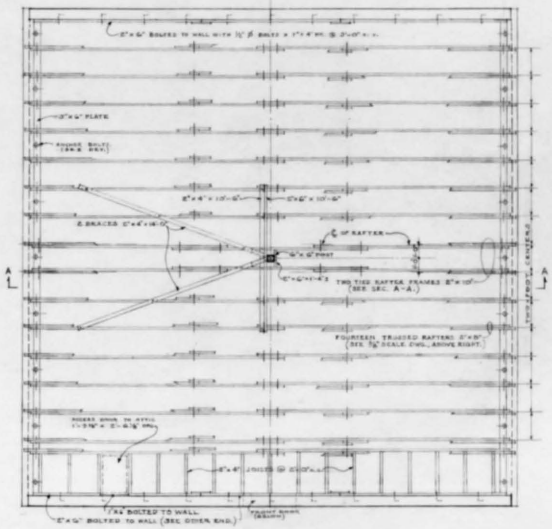
LINTEL FOR BRK. WALL
TYPICAL, ALL WINDOWS & DOORS.
SCALE: 1½" = 1'-0"



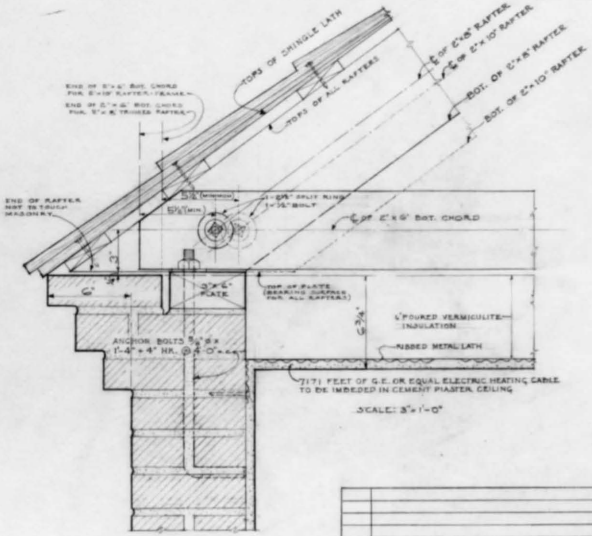
SECTION A-A
SCALE: ¾" = 1'-0"



TYPICAL TRUSSED RAFTER
SCALE: 3/8" = 1'-0"



FRAMING PLAN AT CEILING
SCALE: ¼" = 1'-0"



SCALE: 3" = 1'-0"

WORKING DRAWINGS
SCALE: (AS NOTED)

ORIENTATION

PREPARED	AF, JFT, JBL	
DESIGNED	J.F. TALBUTT	
DRAWN	J.F.T.	
CHECKED		

MARK	DESCRIPTION OF REVISION	DATE	INITIAL
		REVISED	

RECOMMENDED — DATE
APPROVED

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
DIVISION OF DESIGN AND CONSTRUCTION
PREPARED BY:
EASTERN
OFFICE

RECONSTRUCTION OF THE DUNKARD CHURCH
TITLE OF DRAWING
JUNCTION OF HAGERSTOWN AND SMOKETOWN ROAD
LOCATION WITHIN PARK
ANTIETAM NATIONAL BATTLEFIELD SITE
NAME OF PARK

REGION	ONE
PCP NO.	
SHEET	3 OF 3
DRAWING NO.	NBS-ANT
	3015
DATE	3/24/31

BASIC DATA

3

APPENDIX C

STANDARD FORM 20
REVISED MARCH 1953
GENERAL SERVICES ADMINISTRATION
GENERAL REGULATION NO. 13

INVITATION FOR BIDS
(CONSTRUCTION CONTRACT)

REFERENCE
NPS-ANT-III-61/2

DATE
June 12, 1961

NAME AND LOCATION OF PROJECT
Reconstruction of the Dunkard Church
Antietam National Battlefield Site and Cemetery
P. O. Box 58
Sharpsburg, Maryland

DEPARTMENT OR AGENCY
U. S. Department of the Interior
National Park Service

BY (*Issuing office*)
Benjamin H. Davis, Superintendent
Antietam National Battlefield Site and Cemetery
P. O. Box 58
Sharpsburg, Maryland

Sealed bids in duplicate for furnishing all labor, equipment, and materials and performing all work for the project described herein will be received until 2 p.m. Eastern Daylight Saving Time, June 30, 1961
in the office of the Superintendent, Antietam National Battlefield Site and Cemetery
Sharpsburg, Maryland.

and then publicly opened.

Information regarding bidding material, bid guarantee, and bonds

No deposit required for drawings and specifications.
Certified check, bid bond, or other satisfactory guaranty in the amount of 20% of bid, required to be submitted with bid.
Performance and Payment Bonds of 50% of contract price required.
Liquidated damages will be assessed.
Work to be completed in 180 calendar days.
Bids to be submitted on Standard Form No. 21.
Successful bidder required to execute Standard Government Construction Contract, Form No. 23.
The right is reserved to reject any and all bids, to waive any informality in bids received, to accept or reject any items of any bid, unless such bid is qualified by special limitation.
Envelope containing bid shall be marked as shown on Bid Form No. 21.
Plans and specifications are to be returned with bids.
When conditions are unfavorable to the suitable prosecution of the work, a stop order will be placed against the contract and the time consumed by such a stop order is not chargeable against the contract time. The 180 calendar days made a part of the contract for completion of this work does not include those days covered by stop work orders.

Description of work

Reconstruction of the Dunkard Church is to be a one-story brick masonry building built on the original footings repaired as necessary. Roof framing to be wood truss with a wood shingle roof covering. Original woodwork to be re-used as available, reproductions to be used elsewhere. Interior to be painted; exterior brickwork painted.

Information regarding liquidated damages (if any), payments, etc., is attached or made a part of the specifications. Bids shall be submitted on the forms furnished or copies thereof.

U. S. GOVERNMENT PRINTING OFFICE 16—58475-2

STANDARD FORM 21
JANUARY 1959 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.401
21-104

BID FORM
(CONSTRUCTION CONTRACT)

REFERENCE
NPS-ANT-III-61/2

Read the Instructions to Bidders (Standard Form 22)
This form to be submitted in

DATE OF INVITATION
June 12, 1961

NAME AND LOCATION OF PROJECT
Dunkard Church
Antietam National Battlefield Site and Cemetery
P. O. Box 58, Sharpsburg, Maryland

(Date)

TO: Benjamin H. Davis, Superintendent
Antietam National Battlefield Site and Cemetery
P. O. Box 58
Sharpsburg, Maryland

In compliance with your invitation for bids of the above date, the undersigned hereby proposes to furnish all labor, equipment, and materials and perform all work for reconstruction of the Dunkard Church, Drawing No. NBS-ANT 3015, Sheets 1 through 3 and specifications.

at Antietam National Battlefield Site and Cemetery, Sharpsburg, Maryland

in strict accordance with the specifications, schedules, drawings, and conditions for the consideration of the following amount(s)

Base Bid	Amount
Construction of Dunkard Church as shown on contract drawings.	Lump Sum

and agrees that, upon written acceptance of this bid, mailed, or otherwise furnished, within calendar days (30 calendar days unless a shorter period be inserted by the bidder) after the date of opening of bids, he will within 10 calendar days (unless a longer period is allowed) after receipt of the prescribed forms, execute Standard Form 23, Construction Contract, and give performance bond and payment bond on Government standard forms, if these forms are required, with good and sufficient surety or sureties.

(Continue on other side)

The undersigned agrees that if awarded the contract, he will commence the work ten (10) days after the date of receipt of notice to proceed, and that he will complete the work within 180 calendar days after the date of receipt of notice to proceed.

The undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (*Give number and date of each*):

The undersigned represents (*Check appropriate boxes*):

(1) That he ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is one that (a) is independently owned and operated, (b) is not dominant in its field of operation, and (c) with affiliates, had average annual receipts for the preceding three years of $5,000,000.00 or less. (See Code of Federal Regulations, Title 13, Part 121, as amended, for additional information.)

(2) (a) That he ☐ has, ☐ has not, employed or retained any company or person (*other than a full-time bona fide employee working solely for the bidder*) to solicit or secure this contract; and

(b) That he ☐ has, ☐ has not, paid or agreed to pay any company or person (*other than a full-time bona fide employee working solely for the bidder*) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (*For interpretation of this representation, including the term "bona fide employee," see Code of Federal Regulations, Title 44, Chapter I, Part 150.*)

(3) That he operates as an ☐ individual, ☐ partnership, ☐ corporation, incorporated in State of _____.

Enclosed is bid guarantee, consisting of

in the amount of

NAME OF FIRM OR INDIVIDUAL (*Type or print*)	FULL NAME OF ALL PARTNERS (*Type or print*)
BUSINESS ADDRESS (*Type or print*)	
BY (*Signature in ink. Type or print name under signature*)	
TITLE (*Type or print*)	

DIRECTIONS FOR SUBMITTING BIDS

Envelopes containing bids, guarantee, etc., must be sealed, marked, and addressed as follows:

Mark Envelopes: Bid for Reconstruction of Dunkard Church
Antietam National Battlefield Site and Cemetery

Address to: Benjamin H. Davis, Superintendent
Antietam National Battlefield Site and Cemetery
P. O. Box 58
Sharpsburg, Maryland

CAUTION: Do not include in the envelope any bids for other work.
Bids should not be qualified by exceptions to the bidding conditions.

* U.S. GOVERNMENT PRINTING OFFICE : 1959 O—518313

STANDARD FORM 22
MARCH 1953 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.401
22-102

INSTRUCTIONS TO BIDDERS

(CONSTRUCTION CONTRACTS)

(These instructions are not to be incorporated in the contract)

1. *Explanation to Bidders.* Any explanation desired by bidders regarding the meaning or interpretation of the drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and its receipt by the bidder shall be acknowledged.

2. *Conditions at Site of Work.* Bidders should visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, accessibility and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

3. *Bidder's Qualifications.* Before a bid is considered for award, the bidder may be requested by the Government to submit a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources and plant available and to be used in performing the contemplated work.

4. *Bid Guaranty.* Where security is required, failure to submit the same with the bid may be cause for rejection. The bidder, at his option, may furnish a bid bond, postal money order, certified check, or cashier's check, or may deposit, in accordance with Treasury Department regulations, bonds or notes of the United States (at par value) as security in the amount required: *Provided,* That where the total amount of the bid is $2,000 or less, the contracting agency may declare a bid bond unacceptable by so stating in the specifications or Invitation for Bids.

In case security is in the form of postal money order, certified check, cashier's check, or bonds or notes of the United States, the Government may make such disposition of the same as will accomplish the purpose for which submitted. Checks may be held uncollected at the bidder's risk. Checks, or the amounts thereof, and bonds or notes of the United States deposited by unsuccessful bidders will be returned as soon as practicable after the opening.

5. *Preparation of Bids.* (*a*) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.

(*b*) The form of bid will provide for quotation of a price, or prices, for one or more items which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof, etc. Where required on the bid form, bidders must quote on all items and *they are warned* that failure to do so may disqualify the bid. When quotations on all items are not required, bidders should insert the words "no bid" in the space provided for any item on which no quotation is made.

(*c*) Alternative bids will not be considered unless called for.

(*d*) Unless specifically called for, telegraphic bids will not be considered. Modification by telegraph of bids already submitted will be considered if received prior to the time fixed in the Invitation for Bids. Telegraphic modifications shall not reveal the amount of the original or revised bid.

6. *Submission of Bids.* Bids must be submitted as directed on the bid form.

7. *Receipt and Opening of Bids.* (*a*) Bids will be submitted prior to the time fixed in the Invitation for Bids. Bids received after the time so fixed are late bids; and the exact date and hour of mailing such bids, as shown by the cancellation stamp or by the stamp of an approved metering device will be recorded. Such late bids will be considered, *Provided,* They are received before the award has been made, *And provided further,* The failure to arrive on time was due solely to a delay in the mails for which the bidder was not responsible; otherwise late bids will not be con-

sidered but will be held unopened until the time of award and then returned to the bidder, unless other disposition is requested or agreed to by the bidder.

(*b*) Subject to the provisions of paragraph 5(*d*) of these instructions, bids or bid modifications which were deposited for transmission by telegraph in time for receipt, by normal transmission procedure, prior to the time fixed in the Invitation for Bids and subsequently delayed by the telegraph company through no fault or neglect on the part of the bidder, will be considered if received prior to the award of the contract. The burden of proof of such abnormal delay will be upon the bidder and the decision as to whether or not the delay was so caused will rest with the officer awarding the contract.

(c) No responsibility will attach to any officer for the premature opening of, or the failure to open, a bid not properly addressed and identified.

8. *Withdrawals of Bids.* Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

9. *Bidders Present.* At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative.

10. *Bidders Interested in More than One Bid.* If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

11. *Award of Contract.* (*a*) The contract will be awarded as soon as practicable to the lowest responsible bidder, price and other factors considered, provided his bid is reasonable and it is to the interest of the Government to accept it.

(*b*) The Government reserves the right to waive any informality in bids received when such waiver is in the interest of the Government. In case of error in the extension of prices, the unit price will govern.

(c) The Government further reserves the right to accept or reject any or all items of any bid, unless the bidder qualifies such bid by specific limitation; also to make an award to the bidder whose aggregate bid on any combination of bid items is low.

12. *Rejection of Bids.* The Government reserves the right to reject any and all bids when such rejection is in the interest of the Government; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the Contracting Officer, in a position to perform the contract.

13. *Contract and Bonds.* The bidder to whom award is made shall, within the time established in the bid and when required, enter into a written contract with the Government and furnish performance and payment bonds on Government Standard Forms. The bonds shall be in the amounts indicated in the specifications or the Invitation for Bids.

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STANDARD FORM 24
NOVEMBER 1950 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.801
24-102

BID BOND

(*See Instructions on Reverse*)

DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND (*express in words and figures*)

DATE OF BID

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated as shown above, for

NOW THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of the resulting contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Government the difference between the amount specified in said bid and the amount for which the Government may procure the required work, supplies, and services, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS		INDIVIDUAL PRINCIPAL	
1.	as to		[SEAL]
2.	as to		[SEAL]
3.	as to		[SEAL]
4.	as to		[SEAL]

WITNESS		INDIVIDUAL SURETY	
1.	as to		[SEAL]
2.	as to		[SEAL]

Attest	CORPORATE PRINCIPAL BUSINESS ADDRESS BY TITLE	AFFIX CORPORATE SEAL
Attest:	CORPORATE SURETY BUSINESS ADDRESS BY TITLE	AFFIX CORPORATE SEAL

The rate of premium on this bond is ..... per thousand.

Total amount of premium charged, $.....

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ..., certify that I am the ..... secretary of the corporation named as principal in the within bond; that .....,

who signed the said bond on behalf of the principal, was then ..... of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

..... [CORPORATE SEAL]

INSTRUCTIONS

1. This form shall be used for construction work or the furnishing of supplies or services whenever a bid bond is required. There shall be no deviation from this form except as authorized by the General Services Administration.

2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a completed Affidavit of Individual Surety for each individual surety (Standard Form 28).

3. The name, including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4. If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefor, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.

U.S. GOVERNMENT PRINTING OFFICE : 1959—O-529754

EASTERN OFFICE

DIVISION OF DESIGN AND CONSTRUCTION

143 S. THIRD STREET, PHILADELPHIA 6, PA.

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PAYROLL STATEMENT

In compliance with the requirements of Paragraph 24, General Provisions, the weekly payroll statement shall be submitted on the following form. Copies of this form shall be prepared by the Contractor.

Said statement shall be executed by the officer or employee of the Contractor or Subcontractor who supervises the payment of its employees.

WEEKLY STATEMENT OF COMPLIANCE

_____, 19____

I, _____ (name of signator, party)_____ (title), do hereby state: That I pay or supervise the payment of the persons employed by

_____(contractor or subcontractor)

on the_____(building or work); that

during the payroll period commencing on the _____ day of

_____, 19___ and ending the _____day of

_____, 19___, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made

either directly or indirectly to or on behalf of said _____

_____ (contractor or subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full weekly wages earned by any person, other than permissible deductions,as defined in Regulations, Part 3 (29 CFR Part 3), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. 276c), and described below:

(Paragraph describing deductions, if any)

_____

_____

_____

_____

(Signature and Title)

_____, 19__

STANDARD FORM 23A
MARCH 1953
PRESCRIBED BY GENERAL
SERVICES ADMINISTRATION
GENERAL REGULATION NO. 13

GENERAL PROVISIONS
(CONSTRUCTION CONTRACTS)

1. DEFINITIONS

(a) The term "head of the department" as used herein shall mean the head or any assistant head of the executive department or independent establishment involved, and the term "his duly authorized representative" shall mean any person authorized to act for him other than the Contracting Officer.

(b) The term "Contracting Officer" as used herein, shall include his duly appointed successor or his authorized representative.

2. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In any case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without this determination shall be at his own risk and expense. The Contracting Officer shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

3. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract and within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change: *Provided, however,* That the Contracting Officer, if he determines that the facts justify such action, may receive and consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made the dispute shall be determined as provided in Clause 6 hereof. But nothing provided in this clause shall excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise herein provided, no charge for any extra work or material will be allowed.

4. CHANGED CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Contracting Officer shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; provided that the Contracting Officer may, if he determines the facts so justify, consider and adjust any such claim asserted before the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Clause 6 hereof.

5. TERMINATION FOR DEFAULT—DAMAGES FOR DELAY—TIME EXTENSIONS

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby, and for liquidated damages for delay, as fixed in the specifications or accompanying papers, until such reasonable time as may be required for the final completion of the work, or if liquidated damages are not so fixed, any actual damages occasioned by such delay. If the Contractor's right to proceed is so terminated, the Government may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor.

(b) If the Government does not terminate the right of the Contractor to proceed, as provided in paragraph (a) hereof, the Contractor shall continue the work, in which event he and his sureties shall be liable to the Government, in the amount set forth in the specifications or accompanying papers, for fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted, or if liquidated damages are not so fixed, any actual damages occasioned by such delay.

(c) The right of the Contractor to proceed shall not be terminated, as provided in paragraph (a) hereof, nor the Contractor charged with liquidated or actual damages, as provided in paragraph (b) hereof because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors or suppliers due to such causes: *Provided,* That the Contractor shall within 10 days from the beginning of any such delay, unless the Contracting Officer shall grant a further period of time prior to the date of final settlement of the contract, notify the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal as provided in Clause 6 hereof.

6. DISPUTES

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within 30 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the head of the department, and the decision of the head of the department or his duly authorized representatives for the hearings of such appeals shall, unless determined by a court of competent jurisdiction to have been fraudulent, arbitrary, capricious, or so grossly erroneous as necessarily to imply bad faith, be final and conclusive: *Provided,* That, if no such appeal to the head

of the department is taken, the decision of the Contracting Officer shall be final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

7. PAYMENTS TO CONTRACTORS

(a) Unless otherwise provided in the specifications, partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, or at more frequent intervals as determined by the Contracting Officer, on estimates made and approved by the Contracting Officer. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(b) In making such partial payments there shall be retained 10 percent on the estimated amount until final completion and acceptance of all work covered by the contract: *Provided, however,* That the Contracting Officer, at any time after 50 percent of the work has been completed, if he finds that satisfactory progress is being made, may make any of the remaining partial payments in full: *And provided further,* That on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentage thereon, less authorized deductions.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Government to require the fulfillment of all of the terms of the contract.

(d) Upon completion and acceptance of all work required hereunder, the amount due the Contractor under this contract will be paid upon the presentation of a properly executed ~~and duly certified~~ voucher therefor, after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (41 U. S. C. 15), a release may also be required of the assignee at the option of the Contracting Officer.

8. MATERIALS AND WORKMANSHIP

Unless otherwise specifically provided for in the specifications, all equipment, materials, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purpose and all workmanship shall be first class. Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the Contracting Officer shall decide the question of equality. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer of machinery, mechanical and other equipment which he contemplates incorporating in the work, together with their performance capacities and other pertinent information. When required by the specifications, or when called for by the Contracting Officer, the Contractor shall furnish the Contracting Officer for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. The Contracting Officer may in writing require the Contractor to remove from the work such employee as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Officer to be contrary to the public interest.

9. INSPECTION

(a) Except as otherwise provided in paragraph (d) hereof all material and workmanship, if not otherwise designated by the specifications, shall be subject to inspection, examination, and test by the Contracting Officer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Government shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefor, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship the Government may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed as provided in Clause 5 of this contract, the Contractor and surety being liable for any damage to the same extent as provided in said Clause 5 for terminations thereunder.

(b) The Contractor shall furnish promptly without additional charge, all reasonable facilities, labor, and materials necessary for the safe and convenient inspection and test that may be required by the Contracting Officer. All inspection and tests by the Government shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be as described in the specifications. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time inspection is requested by the Contractor.

(c) Should it be considered necessary or advisable by the Government at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect, due to fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual direct cost of labor and material necessarily involved in the examination and replacement, plus 15 percent, shall be allowed the Contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

(d) Inspection of material and finished articles to be incorporated in the work at the site shall be made at the place of production, manufacture, or shipment, whenever the quantity justifies it, unless otherwise stated in the specifications; and such inspection and written or other formal acceptance, unless otherwise stated in the specifications, shall be final, except as regards latent defects, departures from specific requirements of the contract, damage or loss in transit, fraud, or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of material and workmanship for final acceptance as a whole or in part shall be made at the site. Nothing contained in this paragraph (d) shall in any way restrict the Government's rights under any warranty or guarantee.

10. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress, with authority to act for him.

Revision to General Provisions, Standard Form 23A (Buy American Act).

The existing Article 17, captioned "Buy American Act", should be substituted with the following:

17. BUY AMERICAN ACT.

(a) Agreement. In accordance with the Buy American Act (41 U.S.C. 10a-10d) and Executive Order 10582, December 17, 1954 (3CFR Supp.), the Contractor agrees that only domestic construction material will be used (by the Contractor, subcontractors, materialmen, and suppliers) in the performance of this contract, except for nondomestic material listed in the contract.

(b) Domestic construction material. "Construction material" means any article, material, or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction material" if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material.

(c) Domestic component. A component shall be considered to have been "mined, produced, or manufactured in the United States" (regardless of its source in fact) if the article, material, or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

Supplement to General Provisions, Standard Form 23A (Payments to Contractors)

The existing Clause 7, captioned "Payments to Contractors" should include the following statement:

> "The need for partial or progress payments as permitted by payment provisions of this Invitation will not be treated as a handicap in making the award."

6. DISPUTES: The following clause supersedes Article 6 of Standard Form 23A:

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall furnish to the Contractor a written copy of his decision. Such decision shall be final and conclusive unless within 30 days from the date of receipt thereof, the Contractor appeals therefrom by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representatives upon such appeal shall be final and conclusive unless the decision is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under the "Disputes" clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

19. NONDISCRIMINATION IN EMPLOYMENT: The following clause supersedes Article 19 of Standard Form 23A:

In connection with the performance of work under this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recuitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and rememdies invoked as provided in the said Executive order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. UNITED STATES-FLAG VESSEL PROVISION: The Contractor agrees to ship on privately owned United States-flag commercial vessels at least 50 per centum of the gross tonnage of any equipment, materials, or commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) which may be transported on ocean vessels. Pursuant to section 901(b) of the Merchant Marine Act, 1936, as amended (46 U.S.C. Sec. 1241(b)), the Secretary or his duly authorized representative may permit shipment in a manner other than that required by this provision upon the basis of evidence furnished by the Contractor that United States-flag commercial vessel are not available at fair and reasonable rates for United States-flag commercial vessels. The Contractor will be required to certify compliance with this requirement prior to final payment.

11. PERMITS AND RESPONSIBILITY FOR WORK, ETC.

The Contractor shall, without additional expense to the Government, obtain all licenses and permits required for the prosecution of the work. He shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work. He shall also be responsible for all materials delivered and work performed until completion and final acceptance, except for any completed unit thereof which theretofore may have been finally accepted.

12. OTHER CONTRACTS

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees and carefully fit his own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

13. PATENT INDEMNITY

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Government to be kept secret or otherwise withheld from issue) arising out of the performance of this contract or out of the use or disposal by or for the account of the Government of supplies furnished or construction work performed hereunder.

14. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

15. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

16. OFFICIALS NOT TO BENEFIT

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

17. BUY AMERICAN ACT

The Contractor agrees that in the performance of the work under this contract the Contractor, subcontractors, material men and suppliers shall use only such unmanufactured articles, materials and supplies (which term "articles, materials and supplies" is hereinafter referred to in this clause as "Supplies") as have been mined or produced in the United States, and only such manufactured supplies as have been manufactured in the United States substantially all from supplies mined, produced, or manufactured, as the case may be, in the United States. Pursuant to the Buy American Act (41 U. S. C. 10a–d), the foregoing provisions shall not apply (i) with respect to supplies excepted by the head of the department from the application of that Act, (ii) with respect to supplies for use outside the United States, or (iii) with respect to the supplies to be used in the performance of work under this contract which are of a class or kind determined by the head of the department or his duly authorized representative not to be mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, or (iv) with respect to such supplies, from which the supplies to be used in the performance of work under this contract are manufactured, as are of a class or kind determined by the head of the department or his duly authorized representative not to be mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, provided that this exception (iv) shall not permit the use in the performance of work under this contract of supplies manufactured outside the United States if such supplies are manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

18. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

19. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin; and further agrees to insert the foregoing provision in all subcontracts hereunder except subcontracts for standard commercial supplies or for raw materials.

20. DAVIS-BACON ACT (40 U. S. C. 276a–a(7))

(a) All mechanics and laborers employed or working directly upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Copeland Act (Anti-Kickback) Regulations (29 CFR, Part 3)) the full amounts due at time of payment, computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics; and a copy of the wage determination decision shall be kept posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers.

(b) In the event it is found by the Contracting Officer that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by this contract has been or is being paid at a rate of wages less than the rate of wages required by paragraph (a) of this clause, the Contracting Officer may (1) by written notice to the Government Prime Contractor terminate his right to proceed with the work, or such part of the work as to which there has been a failure to pay said required wages, and (2) prosecute the work to completion by contract or otherwise, whereupon such Contractor and his sureties shall be liable to the Government for any excess costs occasioned the Government thereby.

(c) Paragraphs (a) and (b) of this clause shall apply to this contract to the extent that it is (1) a prime contract with the Government subject to the Davis-Bacon Act or (2) a subcontract under such prime contract.

21. EIGHT-HOUR LAWS—OVERTIME COMPENSATION

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor

or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause, and all penalties thus imposed shall be withheld for the use and benefit of the Government: *Provided,* That this stipulation shall be subject in all respects to the exceptions and provisions of the Eight-Hour Laws as set forth in 40 U. S. C. 321, 324, 325, 325a, and 326, which relate to hours of labor and compensation for overtime.

22. APPRENTICES

Apprentices will be permitted to work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, U. S. Department of Labor; or if no such recognized Council exists in a State, under a program registered with the Bureau of Apprenticeship, U. S. Department of Labor.

23. PAYROLL RECORDS AND PAYROLLS

(a) Payroll records will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The Contractor will make his employment records available for inspection by authorized representatives of the Contracting Officer and the U. S. Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(b) A certified copy of all payrolls will be submitted weekly to the Contracting Officer. The Government Prime Contractor will be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification will affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision of the Secretary of Labor attached to this contract, and that the classifications set forth for each laborer or mechanic conform with the work he performed.

24. COPELAND (ANTI-KICKBACK) ACT—NONREBATE OF WAGES.

The regulations of the Secretary of Labor applicable to Contractors and subcontractors (29 CFR, Part 3), made pursuant to the Copeland Act, as amended (40 U. S. C. 276c) and to aid in the enforcement of the Anti-Kickback Act (18 U. S. C. 874) are made a part of this contract by reference. The Contractor will comply with these regulations and any amendments or modifications thereof and the Government Prime Contractor will be responsible for the submission of affidavits required of subcontractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

25. WITHHOLDING OF FUNDS TO ASSURE WAGE PAYMENT

There may be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this contract. In the event of failure to pay any laborer or mechanic all or part of the wages required by this contract, the Contracting Officer may take such action as may be necessary to cause the suspension, until such violations have ceased, of any further payment, advance, or guarantee of funds to or for the Government Prime Contractor.

26. SUBCONTRACTS—TERMINATION

The Contractor agrees to insert Clauses 20 through 26 hereof in all subcontracts and further agrees that a breach of any of the requirements of these clauses may be grounds for termination of this contract. The term "Contractor" as used in such clauses in any subcontract shall be deemed to refer to the subcontractor except in the phrase "Government Prime Contractor."

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28. DEFINITION OF TERMS: The term "Contracting Officer" as used herein shall mean the officer accepting the contract on behalf of the Government or his duly appointed successor and shall include his authorized representative. (See Article 1 of Form No. 23A).

The term "Contractor" as used herein shall mean the second party of the contract. Subcontractors, as such, will not be recognized.

The term "work" as used herein includes all materials, labor, tools, equipment, supplies, permits, licenses and insurance required in or incidental to the construction and completion of all or any part of the work described in the specifications or indicated on the drawings.

Whenever "as directed", "required", "as permitted", "approval", "acceptance", or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Contracting Officer is intended unless stated otherwise.

29. SPIRIT AND INTENT OF SPECIFICATIONS: It is the spirit and intent of these specifications and of the drawings forming part of them, to provide that the work and all parts thereof shall be fully completed and suitable in every way for the purposes for which they are designed. Mention herein or indication on drawings of articles or materials, operation, or methods, requires that the Contractor shall provide each item listed -- of quality, or subject to qualifications noted; perform according to conditions stated, each operation prescribed, and provide therefor all necessary labor, materials, tools, equipment, and incidentals necessary to complete the work.

The use of the name of a product of a particular manufacturer or of any specific brand in describing an item in plans or specifications does not restrict bidders to that manufacturer's product or to the specific brand named. This method is used merely to indicate the particular type, design, character, or quality of the article desired. Products, equipment or materials of other manufacturers may be substituted in accordance with the provisions of Article 8 of Form No. 23A.

30. ERRORS AND OMISSIONS: The Contractor will not be allowed to take advantage of errors or omissions in these specifications or in the accompanying contract drawings as full instruction will always be given if such errors or omissions are discovered. (See Article 2 of Form 23A).

The Contractor shall immediately upon his discovery of any statement or detail which is discrepant or which otherwise appears to be in error, bring the same to the attention of the Contracting Officer for decision or correction.

31. SHOP DRAWINGS: The Contractor shall submit shop drawings in duplicate promptly so as to cause no delay in the work. Corrections required shall be made by the Contractor and corrected copies in number as directed shall be furnished the Contracting Officer. Approval of shop drawings shall not relieve the Contractor from responsibility for errors of any sort.

32. MEASUREMENTS: Before ordering any material or doing any work, each Contractor shall verify all measurements at the site and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings, any difference which may be found shall be submitted to the Contracting Officer for consideration before proceeding with the work.

33. EXAMINATION OF SITE: Before submitting bids for the work, each bidder will be held to have examined the premises and satisfied himself as to the existing conditions under which he will be pledged to operate or that in any manner will affect the work under this contract. No allowance will be made subsequently in this connection in behalf of the Contractor for any error or negligence on his part.

34. PROGRAM OF CONSTRUCTION AND PLANT: When requested, the Contractor shall outline and submit in writing to the Contracting Officer his proposed program of construction, and revisions of the program when modifications may become necessary or may be required. Such outlines and revisions shall be in sufficient detail to enable the Contracting Officer to judge the adequacy of the Contractor's operations and to anticipate such conditions as may tend to impair or retard the progress and completion of the work.

35. ESTIMATES: For use as a basis of payment, the Contractor shall submit at least ten days before first payment becomes due, a schedule of values of the various parts of the work aggregating the total sum of the contract. The schedule shall constitute a complete job breakdown. This shall be divided into the usual work and supply of materials subdivisions, to facilitate the estimating of work completion, and shall be supported by such evidence as to correctness as may be directed by the Contracting Officer. When required for confirmation of costs or amounts due for any purpose, the Contractor, upon request, shall promptly submit receipts or vouchers or shall make available such information for inspection.

36. SEQUENCE OF WORK: Titles to divisions and paragraphs in these contract documents are introduced merely for convenience and shall not be taken as a part of these specifications, and furthermore, shall not be taken as a correct or complete segregation of the several units of materials and labor. No responsibility either direct or implied, is assumed by the Government for omissions or duplications by the Contractor due to real or alleged error in an arrangement of matter in these contract documents. Work is to proceed in an orderly way. The sections of these specifications do not necessarily indicate the order or sequence in which work is to be performed.

37. CONTROL OF MATERIALS: When required by the Contracting Officer, the Contractor shall submit samples of materials, finish, appliances, etc., promptly so as to cause no delay in the work. All such samples must be approved by the Contracting Officer in writing before the work is executed, and all work shall conform in all respects to the approved samples. In the event samples submitted are not approved, others shall be submitted until satisfactory samples have been approved. All such samples will be supplied and paid for by the Contractor.

The Contractor shall make such tests as may be required to test materials or to demonstrate that the requirements of these specifications have been fulfilled. All tests shall be made under the supervision and direction of the Contracting Officer, and the Contractor shall provide all necessary materials, labor, apparatus, etc., properly prepared, adjusted and run, before the Contracting Officer is asked to inspect same. All such tests are to be at the expense of the Contractor.

38. COMMENCEMENT, PROSECUTION AND COMPLETION: The Contractor, after receiving the "Notice to Proceed", shall commence the work and shall complete the work within the time limits of the contract, except as such time for completion may be extended in accordance with the provisions of the contract. The Contractor shall apply for extensions of time in accordance with Article 5 of Form 23A, except where such extensions have previously been allowed by written order.

The time of performance of the contract shall include Sundays and holidays.

The Contractor shall give due and adequate notice of all work he proposes to start to those in control of properties which may be affected by his operations.

39. REPORT OF MEN AND MATERIALS: The Contractor shall, upon request of the Contracting Officer to do so, furnish to the latter copies of bills of all materials intended for use either in the permanent structure or in the plant or falsework; the Contractor shall also make reports to the Contracting Officer covering the amounts of materials received or en route and the number and classification of all men engaged upon the work, as required.

As requested, the Contractor shall furnish to the Contracting Officer for his information a complete list of all those supplying materials and/or performing services for important portions of this work. This does not constitute recognition by the Government of such suppliers or workmen under this contract. Responsibility for their work and materials remains with the Contractor.

40. ALTERNATES: Provisions in the specifications or drawings for alterations in the scope of work, materials, or methods of performing the work shall be considered a part of the contract only if included by reference or description in the Statement of Work in the Construction Contract (Standard Form 23) and the work as indicated, scheduled or specified otherwise shall be modified accordingly, but any alternate

provisions not so included in the contract shall not be considered a part of the contract.

41. MINOR MODIFICATIONS: The Contractor shall make such minor changes in the execution of the work to be done under these specifications as, in the judgment of the Contracting Officer, may be necessary or expedient to carry out the intent of the contract. No increase over the contract price will be paid to the Contractor on account of such minor modifications, provided that at the time the change is to be made the work involved has not already been executed. Work which materially increases the cost to the Contractor will not be ordered under the provision of this paragraph.

42. EXTRAS: The Contractor shall, when ordered in writing by the Contracting Officer, in accordance with Clause 3 of the General Provisions, perform extra work and furnish extra material, not required by the specifications or included in the schedule, but forming an inseparable part of the work contracted for. Extra work and material will ordinarily be paid for at the lump sum or unit price stated in the order. Whenever, in the judgment of the Contracting Officer, it is impracticable, because of the nature of the work or for any other reason to otherwise fix the price in the order, the extra work and material shall be paid for at the actual necessary cost as determined by the Contracting Officer, plus a fixed fee. The actual necessary cost will include all reasonable expenditures for material, labor, and supplies furnished by the Contractor, and a reasonable allowance for the use of his plant and equipment, where required, but will in no case include any allowance for general superintendence, office expenses, or other general expenses not directly attributable to the extra work. In addition to the foregoing, the following will be allowed: The actual payments by the Contractor for workmen's compensation and public liability insurance; performance and payment bonds (if any); and all unemployment and other social security contributions (if any) made by the Contractor pursuant to Federal or State statutes, which additional payments are necessitated by such extra work.

43. TEMPORARY SUSPENSION OF WORK:

a. The Contracting Officer may order the Contractor in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Government.

b. If, without the fault or negligence of the Contractor, the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of the contract, or by his failure to act within the time specified in the contract (or if no time is specified, within a reasonable time), an adjustment shall by made by the Contracting Officer for any increase in the cost of performance of the contract (excluding profit) necessarily caused by the unreasonable period of such suspension, delay, or interrruption, and the contract shall be modified in writing accordingly. No adjustment shall be made to the extent that performance by the Contractor would have been prevented by other causes even if the work had not been so suspended, delayed, or interrupted. No claim under this clause shall be allowed (1) for any costs incurred more than twenty days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply where a suspension order has been issued; and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption but not later than the date of final settlement of the contract. Any dispute concerning a question of fact arising under this clause shall be subject to the Disputes clause.

44. RESTORATION AND CLEANUP: Upon the completion of each distinct portion of his contract, the Contractor shall remove all apparatus, plant, tools, temporary structures, surplus material, rubbish, etc., and shall leave the premises clean, neat, orderly, and otherwise in as good condition as they were before the beginning of the work.

The time necessary for the final restoration and cleanup work shall be included in the time named in Statement of Work, Form 23, Construction Contract, for the completion of the entire work.

45. FINAL INSPECTION AND ACCEPTANCE: In addition to Article 7, Form 23A, the Contracting Officer may retain, at any time after 90% of the work is complete, any amount less than the total deductions previously retained, which is determined by him to fully protect the interest of the Government.

When all work provided and contemplated by this contract has been completed and the cleanup performed, the work will be ready for final inspection. Errors, defects, and omissions disclosed by final inspection shall be removed, reconstructed, replaced and made good as directed, without additional charge and regardless of any previous approval or acceptance of such defective materials or workmanship.

When such errors, defects and omissions have been made good and are accepted by the Contracting Officer, acceptance will be given in writing, but until such acceptance, the Contractor will be responsible for the work covered by this contrac

The Contractor shall inform the Contracting Officer, in writing, not less than ten (10) days prior thereto the estimated date he desires final inspection to be made.

46. TERMINATION OF CONTRACTOR'S RESPONSIBILITY: This contract shall be considered complete when all work has been completed, the final inspection made, the work accepted in writing by the Contracting Officer, and the final estimate approved. The Contractor will then be released from further obligation except on proof of error and as set forth in the performance bond or as provided by guarantee in these specifications.

47. GUARANTEE: The Contractor shall guarantee all work under this contract for one year from date of acceptance by the Government, except when a different period is specifically prescribed. All guarantees embraced in or required by this contract are subject to the terms of this paragraph unless otherwise expressly agreed in writing by the parties to the contract. Wherever work is required to be guaranteed, the Contractor, when notified by the Contracting Officer, must immediately (1) place in satisfactory condition in every particular any of the guaranteed work and (2) make good all damage to the structures and grounds or equipment and contents thereof if such unsatisfactory condition or damage develops within the period stipulated by the guarantee and is due to the use of materials or workmanship which are inferior,, defective, or not in accordance with this contract, and must make good any work or materials or the equipment and contents of said structures or grounds which are disturbed in

fulfilling the requirements of this contract or of any guarantee embraced in or required thereby.

The Government holds the Contractor as guarantor responsible for all workmanship and materials under this contract and will recognize no others. (See Article 30 of the General Provisions.)

48. LIMITATION OF OPERATIONS: The Contractor shall so conduct his operations as not to interfere with or endanger the ordinary use of roads, utilities or other National Park Service facilities. He shall provide and maintain all temporary roadways which may be authorized, and all barriers, colored lights, danger signals and other devices necessary to provide for the traffic and safety. He shall keep his equipment, operations and materials confined to the limits of the National Park Service roadways or areas approved by the Contracting Officer.

Special attention shall be given the landscape features of the National Park Service area and special care taken to protect the natural surroundings. The Contractor shall not cut, injure, or destroy trees or shrubs, without special authority and shall provide suitable guards to vegetation adjacent to work areas. Any vegetation or ground surface damaged by departure from the above rules shall be replaced or restored as nearly as possible to original conditions by the Contractor at his expense and as directed by the Contracting Officer.

The Contractor shall (1) restore at his expense any damage to any property and (2) shall save and hold the United States free of all claims for damages or injury to any and all persons or property, caused or alleged to have been caused by actions or omissions of the Contractor, his agents, employees, workmen or subcontractors in execution of this contract.

49. NATIONAL PARK SERVICE RULES AND REGULATIONS: The Contractor and his subordinates shall at all times during their presence in a National Park Service area conduct themselves in strict accordance with the National Park Service rules and regulations promulgated by the Secretary of the Interior. Upon written request from the Contracting Officer, the Contractor shall discharge from his employ any official or employee who does not obey said rules and regulations, and any such official or employee so discharged shall not be rehired or re-employed by the Contractor for any work to be done on this contract.

50. FEDERAL TAX: If any Federal sales or other Federal tax is imposed or changed after the date set for the opening of this bid and is made applicable to and paid by the Contractor on the articles or supplies herein contracted for, then the prices named in this contract will be increased or decreased accordingly.

51. ACCIDENT PREVENTION: In the performance of this contract the Contractor will comply with all pertinent provisions of the "Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc." and will furnish and cause to be used such additional safeguards, safety devices and protective equipment as the Contracting

Officer may determine to be reasonably necessary to protect the life and health of employees. The Contractor will maintain an accurate record of, and will report to the Contracting Officer on National Park Service Form 10-403 furnished by the Contracting Officer, all accidents arising out of and in the course of employment on work under this contract resulting in death, occupational disease, or injury requiring medical attention or causing loss of time from work. Nothing in this article shall be construed to relieve the Contractor from compliance with applicable State and local safety, health, and sanitation laws.

52. COMPENSATION INSURANCE: Before commencing any work, the Contractor shall furnish compensation insurance for the period of construction for all employees engaged in this work, shall comply with the Workmen's Compensation Laws of the State in which the work is performed, and shall give proof of such insurance satisfactory to the Contracting Officer.

53. EQUIPMENT RENTAL: No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks, or other equipment from individuals. No such rental agreement, or any charges for food, gasoline, supplies, or repairs on account of such agreement, will cause any deduction from the wages accruing to any employee.

All of the above provisions shall also apply where work is to be performed by piece work, station work or by subcontract. The minimum wage shall be exclusive of equipment rental or any equipment which the work or subcontractor may furnish in connection with his work.

54. COMPLIANCE WITH LABOR PROVISIONS: Except upon submission of evidence of an honest dispute with respect to labor provisions herein, payments will not be made until receipt of payroll records including information and certifications or affidavits required assuring compliance with such labor provisions. The Contractor shall furnish copies of all proposed subcontracts for review by the Contracting Officer, and if not satisfactory will adjust or rewrite the subcontract to comply with all requirements of the Labor Regulations as outlined by the Contracting Officer. Upon demand, the Contractor shall submit in writing to the Contracting Officer the names and addresses of all subcontractors, the amount of their respective contracts, contract numbers, location of work, and description of work indicating scope and nature.

55. SELECTION OF LABOR: Insofar as possible, unskilled labor employed on this work shall be selected from lists furnished by the U. S. Employment Service. Labor from such lists employed on previous work by the Contractor may be employed on this work. The Contractor shall have on file proper Introduction Cards for all labor employed. The Contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled classes.

56. PREMIUM COSTS: The cost to the Contractor for the purchase of all insurance policies and bonds pertaining to the construction, constitutes overhead expense. As such, costs for insurance and bond premiums should not be charged as a separate expense item but should be divided and distributed proportionately among the costs for various construction items.

57. TAXES: All applicable Federal, State and local taxes shall be paid by the Contractor without additional compensation by the Government.

58. SAFETY AND HEALTH: In order to protect the life and health of employees and other persons; prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, the Contractor shall, in the performance of this contract, comply with the applicable provisions of Federal, State, and Municipal safety, health and sanitation laws and codes. The Contractor shall also comply with all pertinent provisions of the "Manual of Accident Prevention in Construction," (latest revised edition) of the Associated General Contractors of America, Incorporated, and amendments thereto. The Contracting Officer shall notify the Contractor, in writing, of any noncompliance and indicate to the Contractor the action to be taken. The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice when served on the Contractor or his representative(s) at the site of the work, shall be deemed sufficient. If the contractor fails or refuses to comply promptly with requirements, the Contracting Officer may issue an order to suspend all or any part of the work. When satisfactory corrective action is taken, an order to resume work will be issued. No part of the time lost due to any such suspension order shall entitle the Contractor to any extension of time for the performance of the contract or to excess costs or damages. The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Agency, all cases of death, occupational diseases or traumatic injury arising out of or in the course of employment incident to performance of work under this contract. The Contractor shall also comply with the safety requirements of the National Park Service Building Construction Handbook (latest edition).

59. RESPONSIBILITY FOR EMPLOYEES AND PLANT: The Contractor shall be responsible for the safety of his employees, plant and materials, and for any injury or damage done to or by them from any source or cause. He shall save and hold the United States free from all claims for damages to any and all persons and/or property arising from the execution of the work covered by this contract. The Contractor shall make good at his own expense all damage to any property of the United States arising from his operations under this contract or from the fault or neglect of any of his employees or agents. The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials.

SPECIAL PROVISIONS

1. SCOPE: This contract, in general, shall require the provision of all labor, material, services and plant necessary for the satisfactory completion of all work set forth or implied by these specifications and as shown on the drawings numbered as follows:

2. DESCRIPTION OF WORK: The Dunkard Church is to be reconstructed on the original foundations located within the Antietam National Battlefield site west of but adjacent to Route 65 and north of Sharpsburg, Maryland.

Certain materials have been salvaged from the original church and are to be incorporated in the structure by the Contractor after having been repaired by others. This material is comprised of windows and doors together with their frames, shutters, baseboard, flooring, exterior verge boards, finished hardware, and salvaged brick. Where any of the above mentioned materials are insufficient in quantity to complete the work they will be supplied to the Contractor by the Contracting Officer. Materials other than mentioned above are to be procured by the Contractor and installed by him in conjunction with the salvaged material.

There will be no plumbing, heating or electrical work involved. It is the intention of this contract to reconstruct a faithful replica of the original Church embodying the craftsmanship of the period.

3. LOCATION: The building covered by this specification is located at Antietam National Battlefield Site, Sharpsburg, Maryland.

4. MANUFACTURED PRODUCTS: Where a manufactured product or material is specified herein, strict adherence to the manufacturer's printed recommendations for shipping, handling, storage, erection, installation and/or use is intended and must be observed.

5. GENERAL REQUIREMENTS: The Contractor shall supply all labor, materials, transportation, apparatus, scaffolding and tools necessary for the proper completion of the work; and shall install, maintain and remove all equipment of the construction, and be responsible for the safe, proper and lawful maintenance and use of same; and shall construct in the best and most workmanlike manner all the work, and everything properly incidental thereto as shown on the plans, stated in the specifications or reasonably implied therefrom, all in accordance with the Contract Documents. The intent of the Contract Documents is to have the building or other portion of the work finished complete at the end of the contract period.

6. EXAMINATION OF SITE: Before submitting bids for the work, each bidder will be held to have examined the premises, conferred with the Contracting Officer's representative and satisfied himself as to the existing conditions under which he will be pledged to operate or that, in any manner, will affect the work under this contract.

7. COMMENCEMENT, PROSECUTION AND COMPLETION: The Contractor shall commence the work under this contract within ten days after the date of receipt of notification to proceed. He shall prosecute the work with faithfulness and energy and in a neat and orderly manner so as to complete the entire work under this contract within 180 calendar days after the receipt of notification to proceed. The above interval of 180 calendar days is hereby agreed upon as the time necessary for the completion of the entire work.

When conditions are unfavorable to the suitable prosecution of the work, a stop order will be placed against the contract and the time consumed by such a stop order is not chargeable against the contract time. The 180 calendar days made a part of the contract for completion of this work does not include those days covered by stop work orders.

8. BUILDING REGULATIONS: All work shall be performed in accordance with the applicable sections of the National Building Code and the Contractor shall comply, without additional expense to the Government, with all State and Municipal Building Ordinances, Codes or Regulations applicable in the area.

9. MEASUREMENTS: Before ordering any material or doing any work, the Contractor shall verify all measurements at the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings or shop drawings, and any difference which may be found shall be submitted to the Contracting Officer for consideration before proceeding with the work.

10. PROGRAM OF CONSTRUCTION: Prior to the start of construction, the Contractor shall obtain from the Contracting Officer approval, in writing, of his program of construction. The program may be modified, in writing, and with the approval of the Contracting Officer as work progresses.

The Contractor shall cooperate in every way in programming and conducting his work so as to insure the least possible obstruction to traffic and inconvenience to the general public.

11. TEMPORARY HEAT: The Contractor shall furnish all temporary heat required for the protection and completion of the work. Temporary heating apparatus shall be installed and operated in such a manner that the finished work will not be damaged thereby.

12. REPUTATION OF BIDDERS: The reputation of bidders as being skillful and successful in carrying out the work of the type and magnitude required by these specifications, and the adequacy of their resources and facilities for accomplishing the work satisfactorily and within the specified time, will be considered in making the award. Each bidder shall cite in his bid, works similar in character and magnitude to that covered by these specifications which have been successfully accomplished by him.

The Contracting Officer shall have the right to submit questionnaires to the bidder concerning the latter's financial resources, experience and equipment, and to reject the bid if the bidder fails to reply to the questionnaires, or if the replies thereto are unsatisfactory. The information contained in the replies of the questionnaires will be considered confidential.

13. WORK TO BE DONE BY CONTRACTOR: Water and electricity if available, will be furnished to this Contractor by the Government, free of charge but this Contractor shall make his own temporary connections, for use on construction work. The Government shall not be held liable for any delay or increase in cost of the work because of failure to provide water and/or electricity due to causes beyond the control of the Government. The Contractor shall contact the Contracting Officer to ascertain exactly where water and/or electricity will be available and the conditions under which this contract will be accomplished.

Certain materials, mentioned in Paragraph 2. Description of Work, will be furnished by the Government and stored at the Battlefield Site headquarters. The Contractor shall arrange to transport these materials to the building site when he is ready to install them. New brick furnished by the Government will be delivered to the building site.

14. LINES AND GRADES: The original foundations now exist at the building site and their lines and grades are to be maintained.

15. BARRICADES AND SIGNS: The Contractor shall erect and keep in satisfactory condition during the progress of the work such signs and barricades for the protection of the public as may be considered necessary in the opinion of the Contracting Officer. The successful bidder may place a sign indicating the General Contractor who is performing the construction. No other signs of suppliers of material or other interested contractors will be allowed either on or adjacent to the property.

16. TEMPORARY OFFICE: The Contractor shall install and maintain a field office for use of the General Contractor, Contracting Officer, or his representative.

17. CONTRACTS AND BONDS: The Standard Government Form of Contract for Construction, Form No. 23, the Standard Government Form of Performance Bond, No. 25, and the Standard Form of Payment, Form 25A, are a part of these specifications.

18. CONTRACT APPROVAL: The Contract shall be subject to the written approval of the Regional Director, Region Five, National Park Service, and shall not be binding until so approved.

19. CONTRACT CHANGES: The provisions of clause 3 of Standard Form 23A, General Provisions, are to be supplemented in considering claims for an adjustment of the contract. The value of the changes shall be determined by one of the following methods:

a. On the basis of a negotiated lump sum price agreed upon in advance.

b. On the basis of actual cost of the extra work to the Contractor (including the rental or hire of such plant as may be used exclusively for such extra work and including workmen's compensation insurance, but excluding overhead), plus fifteen per cent (15%) of that cost to cover profit and all indirect charges.

In either case, an appropriate extension of the working time, if such is necessary, will also be fixed and agreed upon, and stated in the written order in which the extra work or change is requested or otherwise established.

20. LIQUIDATED DAMAGES: Liquidated damages in lieu of actual damages will be deducted from the contract amount for the entire delay in completing the work beyond such time as may be established because of justifiable extensions of time granted pursuant to other provisions of the contract as follows:

$10.00 per day for the first ten days of delay
and
$25.00 per day for each calendar day thereafter

until completion and acceptance in writing, as described in the General Provisions of these specifications.

21. INSPECTION: All work done under this contract will receive frequent supervision by a qualified member of the Park staff. In addition, it will receive intermittent and general supervision by a technically qualified architect of the Eastern Office, Division of Design and Construction, representing the Contracting Officer, whose salary will be paid by the United States. In all questions relating to the interpretation of these specifications, or drawings, the decision of the Contracting Officer will be final.

22. PAYMENTS: Partial payments to be made at the end of each calendar month, or as soon thereafter as practicable, for work done and materials used during the month, with allowances made for materials delivered and not placed in accordance with the General Provisions of these specifications.

23. SANITARY FACILITIES: The Contractor shall provide a temporary toilet for his workmen and any other necessary sanitation facilities. The location and construction of temporary facilities shall be as directed by the Contracting Officer. Upon completion of the work, the sanitary facilities shall be removed, holes filled and the general area left in a neat and presentable condition.

24. TEMPORARY STRUCTURES AT SITE: The Contractor will be permitted to erect such temporary buildings and metal tanks as may be required for the storage of materials and for other purposes or use such existing structures as may be available, as directed and approved by the Contracting Officer.

25. STORAGE OF MATERIALS: The Contractor shall maintain all storage space in a safe and orderly condition. The Government assumes no liability for loss or damage to materials due to improper storage of equipment or materials or lack of protection from the elements, or from any other cause whatsoever.

26. CONTRACTOR"S PROTECTION: The General Contractor shall, during the continuance of work under this contract and also extra work in connection therewith, maintain liability insurance in sufficient amount to protect himself from any liability or damage for injury to any employees, the public or other persons, including any liability or damage which may arise by virtue of any statute.

The policies shall be, in all respects, satisfactory to the Contracting Officer. Evidence that such insurance is in force shall be submitted immediately upon the signing of the contract, by either presenting the policies for inspection, or the Liability Company's usual form of certificate. The policies and certificates shall certify, among other things, that the insurance will not be canceled or lapsed during the progress of the work covered by these specifications.

All insurance policies shall be issued only by companies authorized to do business under the laws of the State in which the work is to be accomplished, and copies of all policies shall be filed with the Contracting Officer before the work is started.

27. SEQUENCE OF WORK: Titles to divisions and paragraphs in these Contract Documents are introduced merely for convenience and shall not be taken as a correct or complete segregation of the several units of materials and labor. No responsibility, either direct or implied, is assumed by the Contracting Officer for omissions or duplications by the Contractor due to real or alleged error in arrangement of matter in these Contract Documents. Work is to proceed in an orderly way. The sections of the specifications do not necessarily indicate the order of sequence in which work is to be performed.

28. GOVERNMENT CHANGES: The Government reserves the right to increase or decrease the scope, quantity of work, material and supplies in the following sections of the specifications, all of which apply to recognized trades. The quality of materials and supplies may be changed or modified.

The Contracting Officer shall have the right to increase or decrease the scope of the work or any quantities by not more than twenty-five (25%) per cent or totally eliminate or change minor items or portions. Changes can include additional structures, portions of structures and/or extensions and revisions to the structure or structures to which these specifications apply.

29. MEASUREMENTS: Before ordering any material or doing any work, the Contractor shall verify all measurements at the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings: any difference which may be found shall be submitted to the Contracting Officer for consideration before proceeding with the work.

30. FEDERAL SPECIFICATIONS: The latest revised editions of the Federal Specifications shall apply in all cases where referred to.

31. WELFARE FUND: The rates contained in the Wage Rate decision are straight hourly wage rates. In some areas, management and labor organizations in the construction industry have collectively bargained for health and welfare fund contributions. Such contributions are not included in wage rates determined by the Secretary of Labor.

32. LOCAL LABOR PROVISIONS: While the wage rates shown are the minimum hourly rates required by the specifications to be paid during the life of the contract, it is the responsibility of bidders to inform themselves as to the local labor conditions, such as the length of the workday and work-week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

33. CLASSIFICATION OF LABOR: Any class of laborers and mechanics not listed for minimum wage rates to be employed on this contract shall be classified or reclassified conformably to that schedule. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question, accompanied by the recommendations of the Contracting Officer, shall be referred to the Secretary of Labor for final determination.

34. MINIMUM WAGE RATES: In compliance with the Davis-Bacon Act, as amended, 40, USC (a) et seq., the Secretary of Labor has made a determination as of April 4, 1961, Decision No. Y21,252 for the minimum prevailing wage rates which may be paid the following classes of labor to be employed on the work:

Occupation	Rate per hour
Bricklayers	3.50
Carpenters	2.85
Cement masons	3.15
Electricians	3.65
Glaziers	3.425
Ironworkers, structural	3.90
Laborers	2.225
Mason tenders	2.375
Mortar mixers	
Pipelayers (concrete and clay)	2.35

Occupation	Rate per hour
Plasterers' laborers	2.375
Hod carriers	2.625
Lathers	3.85
Bulldozers	3.30
Cranes, derricks, draglines	4.15
Painters, brush basic	3.40
Plasterers	3.25
Roofers composition	3.85
Roofers slate, tile, slab and precast concrete	4.35
Roofers helpers	3.30
Sheet metal workers	3.30
Stonemasons	3.50
Truck drivers, dump, building materials, transit mix	2.25
Trenching machines	4.15

APPRENTICE SCHEDULE

CRAFT	INTERVAL	1st	2d	3d	4th	5th	6th	7th	8th
Electricians	6 Mos.	50	55	60	60	65	65	75	75
Glaziers	6 Mos.	50	55	65	75	80	90		
Lathers	Year	40	60	75					
Painters	6 Mos.	45	50	55	65	75	80		

35. WEEKLY PAYROLLS AND AFFIDAVITS: The Contractor will be required to submit each week certified copies of payrolls and affidavits in accordance with Section 23(b) and 24 of the General Provisions to Construction Contracts, Standard Form 23A. The affidavit shall be in the attached form:

Said affidavit shall be executed and sworn to by the Officer or employee of the Contractor or sub-contractor who supervises the payment of its employees.

Said affidavit shall be delivered, within seven days after the payment of the payroll to which it pertains, to the Government representative in charge at the site of the particular project in respect of which it is furnished, who shall forward the same promptly to the Federal agency having control of such project. If no Government representative is in charge at the site, such affidavit shall be mailed within such seven-day period to the Federal agency having control of the project.

SECTION I

Foundations

1. SCOPE: Includes all labor, equipment and materials necessary to repair the existing original foundation walls for receiving the superstructure. All joints both inside and outside of all foundation walls are to be raked to a minimum depth of 1" and to sound mortar and then repointed. Mortar exposed to view shall match original mortar in color and texture. The exterior of the outside foundation walls are to be pargeted with a 1/2" thick Portland cement plaster coat and given a coat of hot asphalt below grade only. Ground area within foundation walls is to be covered with 55# roofing felt, well lapped.

2. MATERIALS:

a. Mortar for Repointing:

1 part white Portland cement
2-1/2 parts hydrated lime
8 parts sand (sand may vary from 5 to 9 parts as necessary to duplicate original texture)

b. Mortar for Pargeting:

1 part Portland cement
1/4 part hydrated lime
3 parts sand

c. Mortar Materials:

(1) Cement - white Portland cement, submit name of standard commercial product for approval.

(2) Lime - hydrated lime, U. S. Gypsum Company's "Mortaseal" or approved equal.

(3) Sand - clean, sharp and of color to duplicate color of original mortar, to be approved by the Contracting Officer.

(4) Water - shall be fresh and clean.

3. MORTAR SAMPLES: Contractor shall furnish cured samples of mortar for approval by the Contracting Officer before repointing the stone foundations.

4. RESETTING LOOSE STONES: Loose stones shall be removed, thoroughly cleaned and wetted immediately before resetting and the bed shall be clean and moistened before the mortar is spread.

5. MORTAR JOINTS: Mortar joints are to be concave and well rodded and kept back of adjoining stone surfaces.

6. CLEANING EXPOSED FACES: Immediately after being repointed, and while the mortar is fresh, all facing stones shall be thoroughly cleaned or mortar stains and shall be kept clean until the work is completed.

7. FREEZING WEATHER: When temperature is below 40 degrees or when a falling temperature may reach freezing, the Contractor shall take such precautions as necessary to prevent work from freezing. Method of preventing freezing shall be subject to approval of the Contracting Officer. Lay no masonry in freezing weather.

SECTION II

Masonry

1. SCOPE: Includes all labor and equipment needed, and all materials except brick, to accomplish all brick masonry work as called for on the plans and specifications.

2. MATERIALS:

a. Brick: Brick salvaged from the original church together with new matching brick will be furnished by the Government and is to be laid by the Contractor.

b. Mortar: For laying brick, shall be one part Portland cement, 1/4 part hydrated lime and three parts sand.

c. Mortar Materials:

(1) Cement - white Portland cement, submit name of standard commercial product for approval.

(2) Lime - hydrated lime, U. S. Gypsum Company's "Mortaseal" or approved equal.

(3) Sand - clean, sharp and of color to duplicate color of original mortar, to be approved by the Contracting Officer.

(4) Water - shall be fresh and clean.

3. MASONRY SAMPLE: Contractor shall prepare a sample panel approximately 19" by 42" for approval of coursing, mortar color, mortar texture and type of joint.

4. JOINTS: Joints shall be struck flush.

5. COURSING: Headers shall be employed every seventh course. Stretchers are to be laid in irregular common bond where alternate vertical joints do not necessarily line up perfectly.

6. BUILT-IN WORK: Coordinate work with that of other divisions so that all connecting work shall be properly installed. Build in all metal vents, anchor bolts, wall plugs and grounds and all other necessary incidental work, including flashing.

7. BONDING AND ANCHORAGE: Bond together, intersecting and butting walls by interlocking masonry courses.

8. SHORING AND BRACING: Responsibility for the loss of any walls or part thereof from wind or other cause is solely the responsibility of the Contractor. Take precautions to prevent damage.

9. SCAFFOLDING: Furnish, maintain and move, as required, all scaffolding necessary for the completion of the work. Construct and maintain all scaffolding in strict accordance with the requirements of all State and Federal laws.

10. COLORING: No lampblack or other artificial coloring shall be added to the mortar mix, but all mortar joints shall match the approved sample in color and type of joint.

11. CLEANING EXPOSED FACES: Immediately after being laid, and while the mortar is fresh, all facing brick shall be thoroughly cleaned of mortar stains and shall be kept clean until the work is completed.

12. FREEZING WEATHER: When temperature is below 40 degrees or when a falling temperature may reach freezing, the Contractor shall take such precautions as necessary to prevent work from freezing. Method of preventing freezing shall be subject to approval of the Contracting Officer. Lay no masonry in freezing weather.

SECTION III

Structural and Miscellaneous Metal

1. GENERAL REQUIREMENTS: Steel and iron shall be standard, well-finished structural shapes, or bar steel or bar iron. Castings shall be tough and sound, of uniform quality, free from cold shuts, blowholes and other imperfections. Coat with bituminous paint all steel and iron members which come in contact with or are encased in masonry.

2. MATERIALS:

a. Structural steel beams, angles, plates, channels, etc., shall conform to ASTM Designations A-6 and A-7, similar to sections rolled or fabricated by Bethlehem, U. S. Steel Corporation, Grade A, Class 1 steel, sizes as indicated on the drawings.

b. Welding: Welding of structural steel subjected to loads which are primarily static, as buildings, shall be in accordance with the Standard Code of Arc and Gas Welding in building construction of the American Welding Society.

c. Machine Bolts: Nuts bolts and similar items shall be U. S. Standard sizes of Class B Steel. Machine bolts shall have square heads and nuts. All bolt heads and nuts shall have washers.

d. Shop Painting: Steel work shall be thoroughly cleaned of loose scale, rust and foreign matter and be dry when painted. Give steel work one shop coat of metal protective, rust resisting, priming paint, which shall be thoroughly and evenly worked in. Parts inaccessible after assembly shall be given two shop coats. Touch up abraded places and field connections with shop coat after erection.

3. FIELD MEASUREMENTS: Take measurements in field, as required, to verify and supplement dimensions shown on drawings.

4. BUILT-IN ITEMS: Provide anchors, bolts, bearing plates or other incidental items required to be built into construction or attached to structural steel.

5. WORKMANSHIP AND FABRICATION: Work shall be equal to the best practice of modern shops. Connections shall be welded or bolted, as required or directed. Holes for bolts and screws shall be drilled. Work shall be fabricated and installed in a manner that will provide for expansion and contraction, insure rigidity and provide for close fitting of parts.

6. CRAWL SPACE VENTS: Provide crawl space vents as indicated on the drawings, using Hohmann & Barnard, Inc. cast aluminum #28 or equal without duct but with insect screen.

SECTION IV

Sheet Metal

1. GENERAL: The work covered by this section of the specifications includes sheet metal work, flashing and related items required to complete the work indicated.

2. INSPECTION: Examine all surfaces against which flashing or water proofing is to be applied. Examine surfaces over which materials are to be applied making sure that such surfaces are dry, smooth, free from projections, indectations, and devoid of oil, dirt and foreign materials.

3. SHEET METAL WORK:

a. General: Provide all sheet metal work necessary to the work shown and/or specified herein. Make the work complete and in strict accordance with the drawings and specifications.

b. Flashing: Provide all flashing where indicated or specified, or where required to make the work water-tight. Flashing shall be concealed as no flashing was apparent on the original structure. All through-wall flashing and window and door lintel and sill flashing shall be "Wasco" or other commercial brand of flashing approved by the Contracting Officer.

SECTION V

Carpentry

1. DESCRIPTION: This section includes all materials and services necessary for all required rough carpentry and the installation of finished carpentry. The Contracting Officer will furnish for installation the windows, doors and their frames, shutters, base-boards, verge boards, flooring and finished hardware. The Contractor shall install all necessary nailing blocks, bridging, grounds and backing, etc. to make a complete job in accordance with the intent of the contract. All work shall be performed in a workmanlike manner with finish kept free from hammer or other imperfection marks.

2. STANDARDS: All lumber shall conform to the grading rules of the West Coast Lumber Inspection Bureau, the Southern Pine Inspection Bureau, Western Pine Association or other applicable association rules.

3. MATERIALS: Provide the best lumber of its respective kind sawn die square, straight and well seasoned, free from loose knots, sap shakes, rot or other imperfections impairing its strength or durability and prepared and framed according to and of the sizes specified or marked on the drawings. Over twenty (20%) per cent moisture content is considered excessive for framing lumber and over (12%) per cent moisture content is excessive for finish lumber.

a. Framing Lumber: Framing lumber shall be Douglas Fir in grades as follows or of a comparable grade in another species, if approved.

Horizontal framing, structural members, roof framing.	"Dense" Construction - 1750f (Joists and Planks grade)
Plates and other framing.	"Construction" grade
Blocking, bridging, backing, stripping and furring.	"Utility" grade

b. Treated Lumber: The first floor joists, plates and bridging shall be Wolmanized pressure treated and where necessary to cut on the job two coats of prepared concentrated Wolman preservative salts solution shall be brushed on the cut surfaces.

c. Shingles: Shingles shall be No. 1, Cypress, clear, heartwood and edge grain. They are to be taper-split and dressed, 32" long and laid with approximately a 12" exposure to provide for 22 courses of shingles on each roof slope. Thickness at butt shall be 3/4". Shingles shall be of random widths, 4", 5" and 6".

d. Finished Wood Trim: Doors, windows with their frames, shutters, baseboards, verge boards and flooring have been salvaged from the original structure or fabricated to match original pieces and will be furnished by the Contracting Officer. Original pieces shall be installed in locations as directed by the Contracting Officer.

4. STORAGE AND PROTECTION: Stack framing lumber to insure proper ventilation and drainage. Protect lumber from the elements. Protect finish wood trim against dampness during and after delivery. Store under cover in a well ventilated structure and where not exposed to extreme changes of temperature or humidity. Do not store in any part of the building until masonry and plaster work are dry.

5. ROUGH HARDWARE: Provide and install all rough hardware and metal fastenings shown on drawings, specified herein or required for proper installation of carpentry and finish wood trim. Nails, spikes, bolts, split rings, straps, screws and similar items shall be of sizes and types to rigidly secure members in place. Nails employed where the heads are exposed to view shall be cut nails of the New York pattern, finishing type.

6. CAULKING: Caulk, during installation of finish wood trim, all cracks which will not be accessible for gun caulking after installation as specified in Section "Painting and Caulking". Use a non-staining elastic compound of knife consistency similar and equal to "Anti-Hydro" caulking compound manufactured by Anti-Hydro Waterproofing Co., 265 Badger Avenue, Newark 8, New Jersey.

7. ROOF FRAMING: Trusses shall be fabricated accurately and spaced as shown on the drawings. Members shall be full length as shown on details and not spliced. Provide full bearing at wall plate and fasten with "Trip-L-Grip" or approved equal framing anchors. End grain of members adjacent to masonry shall be painted with aluminum paint.

8. ROOF SHEATHING: Sheathing shall be 1" x 4", boards laid at right angles to trusses and spaced apart at equal centers to the exposure to be given the shingle. Two nails shall be used to each board at each truss, each end-to-end joint centered over a truss. No roofing felt shall be used.

9. SHINGLE APPLICATION: Use 6d hot dipped zinc-coated nails using two nails per shingle driven not over 1" from each edge and 1-1/2" to 2" above the butt line of the course above. Space shingles 1/4" to 3/8" apart to allow for expansion. Offset joints in adjacent courses at least 1-1/2", and be sure joints in alternate courses are not in direct alignment. At the eave line, the starter course of shingles should be doubled, and the butts should extend 1" to 1-1/2" beyond the roof sheathing.

10. WOOD GROUNDS AND FURRED CEILING: Provide furring for dropped ceiling as indicated on the drawings. Install wood framing for attaching lath. Framing shall be spaced 19" o.c. Make framing level, plumb and substantially secure in place. Install wood grounds and blocking of size and shape required for plaster work and where otherwise necessary.

11. JOISTS: Set all joists with crown edge up, level carefully with full bearing. All headers and starting joists are to be selected for straightness. Joists shall be nailed to plates. Joists lapping foundation walls are to be nailed together.

12. FLOORING: Flooring will be supplied by the Contracting Officer. A small portion of salvaged original flooring is to be laid inside of the main entrance on the east side. Flooring is to be installed perpendicular to the floor joists and securely nailed with cut nails.

13. INSTALLATION OF FINISH WOOD WORK: It is the intent of this contract to duplicate the original structure as faithfully as possible and it is expected that the Contractor shall cooperate with this in view in the setting of the finish wood work. Locations for the installation of the salvaged material will be as directed using approved fastenings, nails, etc. No marks of modern day tools are permitted on portions of the fabric exposed to view. Finish wood work shall be carefully installed as per details on the drawings.

14. APPLICATION OF HARDWARE: Fit accurately, apply securely and adjust carefully all builders hardware. Hardware will be furnished by the Contracting Officer and will be hardware of the Civil War period. The hardware shall be applied as directed so as to be in keeping with the hardware on the original structure.

SECTION VI

Lathing and Plastering

1. SCOPE OF WORK: The work shall include all lathing and plastering as shown on the drawings and as specified herein. The work shall include all labor, materials, and equipment incidental thereto.

2. PLASTER COATS: Plastering shall consist of three-coat work, scratch coat, brown coat and finish coat. The total coat thickness shall be 3/4" to 1".

3. MATERIALS FOR LATHING:

a. Metal Lath: Install 3.4# / Sq. Yd. expanded metal flat rib lath on the suspended ceiling.

b. External Corners: Do not use corner beads at external corners. As period appearance is essential external corners are to be reinforced with concealed strips of expanded metal lath bent and cut to fit returns.

c. Internal Corners: Cornerites shall be provided for all internal corners both vertical and horizontal. They shall be formed of expanded galvanized steel and shall have wings extending not less than 4 inches on each side of the angles.

d. Reinforcing Strips: Provide stripite at corners of openings more than 2 square feet in area in any surface to be plastered, strips of metal lath at least 12" wide and 24" long shall be attached over the plaster base at an angle of approximately 45 degrees.

e. Nails: Nails shall be 2" cut nails or 2" lath nails.

4. MATERIALS FOR PLASTERING:

a. Scratch Coat: This coat shall consist of one part lime putty, 2-2/3 parts sand and one part Portland cement.

b. Brown Coat: The brown coat shall consist of one part lime putty and 3 parts sand.

c. Finish Coat: This coat shall be composed of one part lime putty, 2 parts selected light-colored sand and the mixture shall be gaged to the proper consistency for troweling with approximately 1/4 part of calcined gypsum.

d. Lime Putty: Lime putty shall meet ASTM Designation C206-49 Type S.

e. Gauging Plaster: Gauging plaster shall meet ASTM Designation C28-50.

f. Sand: Sand shall be clean, free from deleterious matter, and shall be well graded from fine to coarse to produce a smooth working mix.

g. Water: Water shall be clean and fresh.

5. APPLICATION OF LATH: Metal lath shall be applied with the ribs against the supports. Rib metal lath shall be lapped at sides by nesting outside ribs or selvage. Rib metal lath shall be lapped 1" at ends.

6. APPLICATION OF PLASTER:

a. Before beginning to plaster, all grounds, cornerites and stripite shall be in place.

b. The scratch coat shall be applied with sufficient force to form good keys with lath and a good bond with masonry and adhere firmly. When the mortar of the scratch coat has become firm but not dry, the surface shall be scratched to form a rough surface to provide a bond for the brown coat.

c. The brown coat shall then be applied and brought to a true uniform plane with a straight edge or a floating rule to within 1/8" of the finished surface and left rough to receive the finish coat. The brown coat shall be dry before the finish coat is applied. After each coat of the Portland cement-lime plaster has set, it shall be cured by spraying with water and allowed to dry.

d. The finish coat shall be applied approximately 1/8" thick, allowed to set a few minutes, and then it shall be brought to a smooth finish.

7. PRECAUTIONS:

a. Temperature: Do not apply plaster to materials which contain frost. Maintain a minimum temperature of 40 degrees F. in the building for an adequate period prior to the application of plaster, while plastering is being done and until dry. If the maintaining of the above temperature requires the furnishing of heat, the Contractor shall provide it.

b. Curing and Ventilation: During the application of each coat of plaster adjust the exterior openings for proper continuous ventilation during daylight hours to control the drying-out and curing of the plaster until it is dry. Protect plaster against rapid drying and frost.

c. Protection: Protect all other work -- floors, exposed masonry, millwork, etc. Plastering contractor is responsible for any soiling or damaging of other work by plastering.

SECTION VII

Painting and Caulking

1. SCOPE OF WORK: This includes the complete painting and finishing of all wood, unfinished metal, windows, doors, exterior brickwork, etc., throughout the interior and exterior of the building. Examine the specifications and drawings and be thoroughly familiar with all provisions regarding painting. Understand what materials installed throughout the building are left unpainted or unfinished.

2. MATERIALS: Use materials on this work exactly as specified in brand or quality. Deliver no bulk unnamed products to the building and all paints, varnishes, enamels, stains, etc., must be of known standard make and manufacture approved by the Contracting Officer. Change no materials in any way, except as may be indicated by the manufacturer's direction or label on the container. Prepare in advance sample panels for finish and color selection for approval.

3. WORKMANSHIP: Spread all materials evenly without runs or sags. If woodwork or other surfaces to be finished are not in perfect condition for finishing, and cannot be cleaned and smoothed, notify the Contracting Officer at once. Paint all knots and sap spots with pure shellac prior to application of paint and/or enamel. Approximate the shade of the final coat in undercoats of paint, to provide Project Supervisor with ready determination of the number of coats applied. All coats, whether paint, stain, paste filler, shellac, etc. to be thoroughly dry before application of the succeeding coats. No painting shall be performed in damp or wet weather or when the temperature is below 40 degrees F. Tops, bottoms and edges of all doors shall be painted after fitting same. Protect all adjacent work and materials from spatter during the progress of the work and until completion of the project. Upon completion, remove all paint and varnish spots from the floors, glass and other surfaces. All woodwork to be sanded smooth between coats.

4. FINISHES: All painted wood surfaces shall receive three coats of paint. Apply primer, sealer or undercoat as first coat.

5. COLORS AND SAMPLES: Prepare color chips or samples, approximately 10" x 16". Approved samples shall be duplicated in the building as directed; cut sample in half; leave one half sample on job and deliver one half to the Contracting Officer. Color schemes will be decided well in advance of final painting.

6. PRECAUTIONS: Mixing and storing shall be done in an approved manner and place. Oily rags will not be permitted to accumulate and are to be removed each night from the job.

7. PAINTING SCHEDULE:

a. Exterior Brickwork: Exterior brick work is to be painted with flat white oil-base paint in which a small amount of silicone stippling agent has been added to reproduce brush marks of original white wash. Brick surface shall be clean and dry and appropriately primed before painting.

b. Exterior and Interior Trim: Wood trim shall be given two coats of oil-base paint in addition to appropriate primer coat.

c. Plaster: Neutralize free lime in areas less than one month old with a solution of 2-1/2 pounds of zinc-sulphate in one gallon of water and allow to dry thoroughly before applying oil paint. Apply one coat of primer-sealer and two coats of oil-base flat wall paint.

d. Floors: Finish of new flooring shall match that portion of original flooring installed inside of doorway on the east side. Pieces of new flooring will be supplied for this contractor to stain to match original flooring in color for samples to be approved by the Contracting Officer. Floors shall receive a final dressing of linseed oil.

e. Caulking: All window and door frames shall be caulked where required to obtain a completely weather-tight installation using the best grade gun consistency caulking compound similar and equal to "Anti-Hydro" Caulking Compound. Apply caulking compound with a pressure gun having nozzles to fit into various size openings and joints. Fill joints solidly and smoothly without thin edges, remove excess compound, and leave adjoining surface clean. Joints shall be water-tight and caulking shall be completed before the final coat of paint is applied. Caulking shall also be applied under window sills and under door thresholds.

SECTION VIII

ELECTRICAL HEATING INSTALLATION

1. SCOPE OF WORK: Furnish all labor and materials necessary to install electric radiant heating cables imbedded in ceiling plaster. Provide junction boxes and empty conduits from electric panel location to be determined by Contracting Officer to terminus of the heating cables at boxes in ceiling. Each cable to be on a separate 20 ampere 240 volt branch circuit. No wiring for circuits is included at this time. Cable installation to be strictly in accordance with manufacturer's recommendations.

2. MATERIALS:

a. Heating Cables: to be four G. E. No. HW 24380 and one G. E. No. HW 24320, rated at 3800 and 3200 watts respectively. Each 3800 watt cable to be 1481 feet long and the 3200 watt cable to be 1247 feet long. Equivalent cable of approximately equal capacity of other reputable manufacture will be acceptable.

b. Conduit: Rigid galvanized steel conduit Federal Specification WWC-581. Size as required by manufacturer and N.E.C. concealed conduit as directed by Contracting Officer.

c. Boxes: Standard 3-5/8" square galvanized steel boxes and fittings suitable for use with rigid conduit with proper number of knockouts.

APPENDIX D

SALVAGED ORIGINAL MATERIALS

Doors

1 Six panel door, 3'-5-3/4" x 6'-6-3/4" x 1-3/4" with hinges. (See HABS Drawing MD-203)

1 Door frame for above complete with interior casing. (See HABS Drawing MD-203)

2 Door frame jambs (Left and Right)

Ceiling Trap Door

1 Board and Batten door, 1'-10" x 2'-6" x 7/8"

2 Pieces of frame jamb. (See HABS Drawing MD-203)

Windows (Main Floor)

2 Assembled windows complete with 6/6 sash, frames and sills. (See HABS Drawing MD-203)

2 Unassembled windows with 6/6 sash, frames and sills.

2 Left jambs for window frames.

3 Right jambs for window frames.

1 Head for window frame.

4 Sills for window frames.

7 Miscellaneous pieces for windows.

Window (Attic Level)

1 Frame minus board and batten casement. (See HABS Drawing MD-203)

Bargeboards

5 Pieces of tapered and beaded boards.
(See HABS Drawing MD-203)

Flooring

23 Pieces of 1-3/16" thick, tongue and groove flooring varying in face width from 4-1/8" to 6-3/8" and of varying lengths.

Joists

10 Joists roughly 2" x 7-1/2" x 16'-0" long.
(See HABS Drawing MD-203)

Rafters and Collar Beam

3 Rafters tapered of varying dimensions.

1 Collar beam notched and rabbeted.
(See HABS Drawing MD-203)

Shutters

9 Shutter leaves. (See HABS Drawing MD-203)

Brick

3000 Handmade brick, 2-1/4" x 4" x 7-3/4" - 8" - 8-1/4"

Hardware

1 Front door lock (Non-period)

5 Pair of shutter hinges (Lefts)

3-1/2 Pair of shutter hinges (Rights)

1 Single leaf shutter hinge (Left)

3 Single leaf shutter hinges (Rights)

8 Shutter leaf catches and strikes.

Benches

10 Long benches unassembled. (See HABS Drawing MD-203)

1 Short bench assembled. (See HABS Drawing MD-203)

Elder's Table

1 Whole leg

1 Fragment of leg with skirt board

Stoves

2 Cast iron stoves

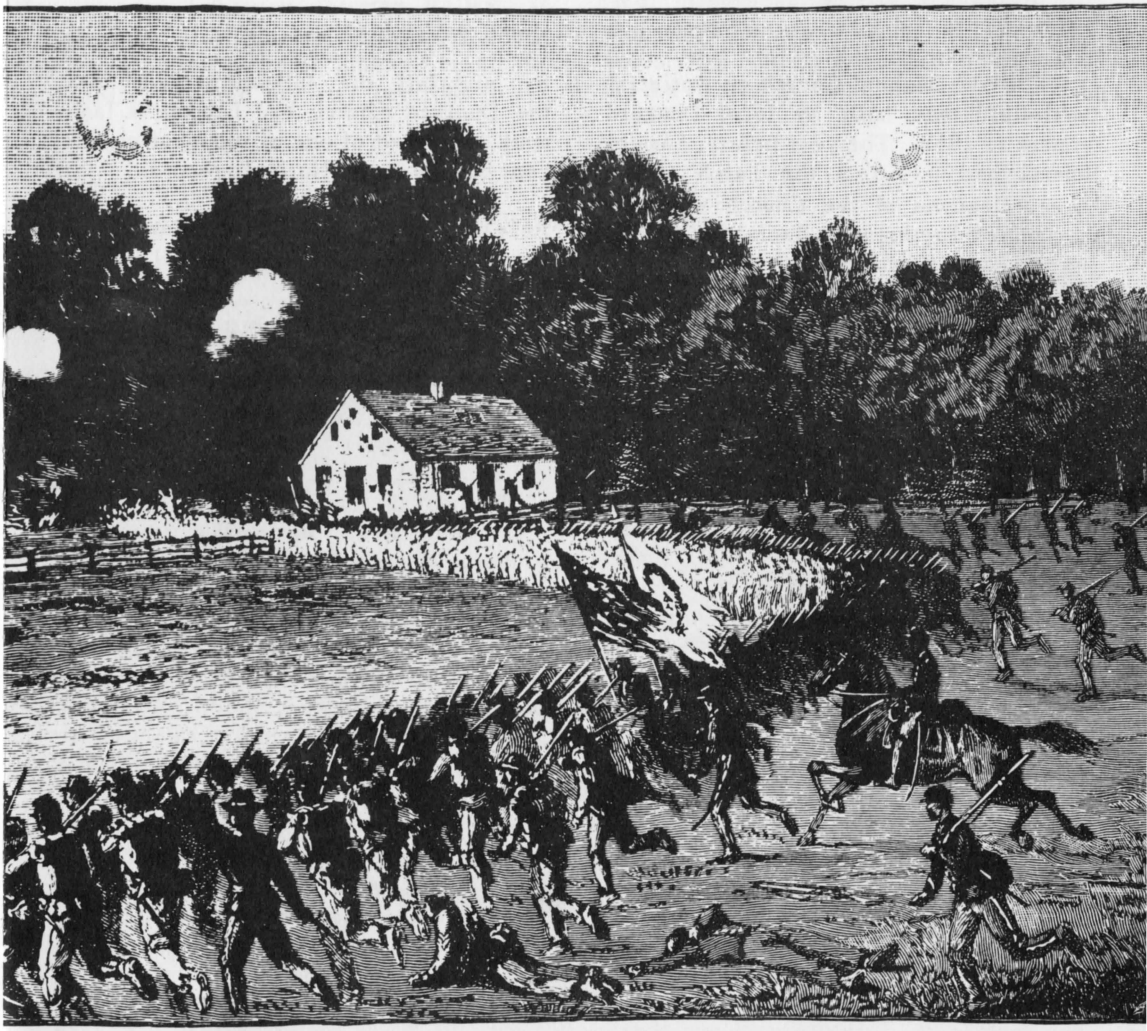
Miscellaneous

1 Shovel

1 Hoe

APPENDIX E

THE DUNKARD CHURCH



Antietam National Battlefield Site
Maryland

THE DUNKARD CHURCH

The old Dunkard Church on Antietam Battlefield was built by local Dunkard farmers in 1852. The year before, Samuel Mumma had deeded the land to the ". . . Deacons of the Church who call themselves Brethren." Daniel Miller and Joseph Sherrick supervised the construction. All materials and labor were supplied by local church members who were descendants of German pioneers. These men were capable handcraftsmen and builders as well as farmers, for it was their common practice to help each other construct houses and barns.

The heavier beams and timbers were hewn with a broadaxe from trees on their own farms. These farm wood-lots also supplied the timber which was sawed into boards in a mill on nearby Antietam Creek. The boards used for flooring were tongue-and-grooved; those used for door and window frames were hand finished. Bricks for the walls were baked locally in earthen kilns. The interior of the church was finished and furnished by the handwork of Brethren John Eacker, Joseph Sherry, and George Peterman.

Regular services were held in the new church from the time of its dedication in 1853 until the Battle of Antietam. On the Sunday before the battle – September 14, 1862–the roar of gunfire from South Mountain rolled ominously across the valley to the peaceful worshipers, warning the Brethren of the frightful events to come. By nightfall the following Wednesday, the Dunkard Church had become a landmark, a symbol of one of the most significant battles in our Nation's record.

Role of the Church During the Battle

Because of its location and appearance, this house of public worship became the focal point for some of the most intense action of the Civil War. In 1862 the church stood immediately east of the West Woods. Before the battle, Gen. Robert E. Lee had concentrated many Confederate troops in the West Woods–around and north of the Dunkard Church. When Union divisions under Gen. Joseph Hooker attacked at dawn September 17, the Dunkard Church became the guide on which they marched. It was a distinct landmark, for through the haze of battle its white-washed brick walls stood out brightly against the dark background of the West Woods.

A second, and then a third Union attack launched against the Confederates in the West Woods used the white Dunkard Church as a marching goal that fateful morning. Hundreds of hastily-fired Minie balls struck and pock-marked the church. More serious damage was inflicted on the building by several artillery shells which had strayed from their human targets in the West Woods. As Matthew Brady photographs attest, gaping holes had been smashed by cannon shot in the east and south walls and roof.

After the spent armies departed Sharpsburg, the same Dunkard farmers who had built the church just ten years earlier, set to work and repaired the battle damage. The church was rededicated to peace-loving services in 1864. Divine worship was again regularly held until 1916. After that year, services were very infrequent.

In May 1921 a severe hail and windstorm raged through Antietam Valley. In its wake, the Dunkard Church lay demolished. There were no plans to repair the building, so the property reverted to the Mumma family and was then sold at public auction. A frame dwelling was erected over the historic foundation walls, which had remained intact. The Dunkard Church site was then used as a residence, a filling station, a souvenir shop, and again as a residence.

In 1951 the Washington County (Maryland) Historical Society purchased the plot where the stone foundation walls still stood. The Society gave this historic site to the National Park Service in 1952.

The battle-damaged church. Courtesy, Library of Congress.





The reconstructed Dunkard Church.

The Reconstructed Church

Because the Dunkard Church was so prominent a landmark during the battle, its reconstruction has been a long-term goal of the National Park Service. The State of Maryland gave the Service $35,000 for this purpose in 1960, thus making possible reconstruction of the church in time for the centennial of the battle.

The present Dunkard Church, standing on the exact site of the original, was completed late in 1961. Its reconstruction followed detailed plans drawn by National Park Service architects on the basis of thorough historical research. In appearance, the new church duplicates the original. In fact, many of the original, salvaged materials are now integral parts of the reconstructed church. These include 3,000 bricks, door and window frames, some flooring, and several benches. All of the new materials were painstakingly produced to match surviving samples of the original church.

At first glance, the interior furnishings may seem incomplete. However, the Dunkards of a century ago insisted on an austere setting for their worship. They did not use an organ or a piano. Neither did they desire ornamentation of any kind. Plain wooden benches on which to sit, a small stove to take only the wet chill off, sunlight for illumination, and a utilitarian table to support the Bible served them adequately. So you can see the Dunkard Church today, reconstructed and refurnished as it stood on the eve of battle in 1862.

UNITED STATES
DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

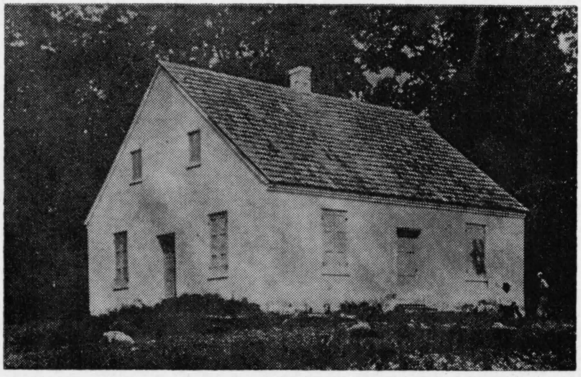
1962

Cover: *Federal attack sweeps past Dunkard Church.* From *Battles and Leaders.*

The Dunker Church

Sharpsburg, Maryland

A meetinghouse of the Manor congregation, German Baptist Brethren (now The Church of the Brethren)



Built in 1853 by Samuel Mumma, Sr.

Located on the Antietam National Battlefield Site, one and one half miles north of Sharpsburg, on Route 65

★ ★ ★ ★ ★ ★

An Eternal Symbol of Peace on the site of the bloodiest single-day battle of the Civil War

★ ★ ★ ★ ★ ★

The DUNKER CHURCH

and the Church of the Brethren

The Dunker church which stood in the midst of one of the bloodiest battles of our national history was the place of worship for a group of people who believed that war is not in harmony with the teachings of Christ. These people were willing, however, to do all they could to save lives; after the battle they helped to minister to the needs of the wounded of both armies, using the church as an improvised hospital.

WHO ARE THE DUNKERS?

The Dunker movement began at Schwarzenau, Germany, in the early eighteenth century, under the leadership of Alexander Mack, Sr. The treaty which had closed the Thirty Years War (1618-1648) had recognized three state churches in Germany but did not grant religious freedom to individuals. Those who did not accept the beliefs and the practices of the state churches were persecuted. These people found it necessary to seek homes in areas in which some degree of tolerance prevailed. One such group gathered at the village of Schwarzenau.

After much study and prayer they came to the conviction that repentance and baptism of believers were necessary. Eight of them were baptized in the Eder River in 1708 by trine immersion. This method of baptism gave rise to the name Dunker — one who dips or dunks. Sometimes known as the New Baptists, they were more commonly known as the German Baptist Brethren. In 1908 the official name became Church of the Brethren.

Growing rapidly, the new church spread to other areas. Soon, however, these new groups were suffering severe persecution and decided to come to America. Beginning at Germantown, near Philadelphia, they pioneered into new areas in Pennsylvania, Maryland, and Virginia, and through succeeding decades into areas farther south and west.

About 1740, the Brethren began to settle along the Conococheague and Antietam creeks in Maryland. At first their services of worship were held in homes. In 1751 these members were organized into a congregation known as Conococheague or Antietam. Congregations which have developed from this original organization are Beaver Creek, Brownsville, Manor, Mumma, Hagerstown, and Sharpsburg. The Mumma church — the battlefield church — was built in 1853, on a lot donated by Samuel Mumma. This congregation was the offspring of the Manor congregation.



Citizen Volunteers Caring for Those Wounded at Antietam

Following the battle, the building, extensively damaged by shells, was repaired; worship in it was resumed in the summer of 1864 and continued until May 1921, when it was demolished by a severe windstorm. Since then the Sharpsburg church has been the place of worship for those who had used the Mumma church. The building was reconstructed in 1961-62, with funds provided by the State of Maryland, and stands today as a part of the Antietam National Battlefield Site.

WHAT DO THE BRETHREN BELIEVE?

The Church of the Brethren has no creedal statement but accepts the New Testament as its rule of faith and practice. The Brethren hold the basic doctrines which are common to the major Protestant denominations. They consider the ordinances to be means by which Christians grow in grace. They practice believer's baptism by trine immersion, the consecration of Christian workers by the laying on of hands, the anointing of the sick, and the complete love feast service consisting of feetwashing, a fellowship meal, and the Holy Communion.

Some of the Christian principles which the Brethren have stressed throughout their entire history can be summarized as follows: (1) Brotherhood — all men are equal in the sight of God; the Brethren opposed slavery. (2) Peace — goodwill and consideration rather than force and violence; Brethren in both the North and the South refused military service. (3) Temperance — the moderate use of whatever is helpful and total abstenance from whatever is harmful; the Brethren oppose the drinking of alcoholic beverages. (4) The stewardship of life — simplicity of living and a wise use of material possessions; the church has an extensive mission and service program. (5) Consistent devotion to the good life — in both Sunday and everyday experiences.

How closely these principles are followed is a matter of conscience with the individual member. Some Brethren have accepted military service while others have not; many have suffered ill-treatment because of their refusal. Following the Revolutionary War their printing establishment (that of the Sauers) was confiscated because of their pacifist position. In the Civil War many of their barns were burned and some of their ministers were assassinated.

HOW DO THE BRETHREN SERVE?

The Church of the Brethren is actively engaged in the ecumenical movement. It is a charter member of the National Council of Churches and of the World Council of Churches. Its members are active in local and state councils of churches and its ministers take part in ministerial associations.

The Brethren have been pioneers in several areas of Christian education. The Germantown congregation organized in 1738 the first Sunday school in America, long before the beginning of

the Raikes Sunday school movement in England. Six liberal arts colleges and one theological seminary are operated by the church. Brethren were among the pioneers in the development of the summer camping movement.

The outreach ministry of the church today includes extensive work in India, Nigeria, and Ecuador — and formerly in China. It also includes projects among the Indian Americans, in the inner-city areas of large cities, among migrant workers, in underdeveloped rural areas, and in church extension developments. Welfare institutions are a part of the Brethren ministry to the aging, to orphaned children, and to the sick.



Brethren Service Disaster Unit Distributing Food in Morocco

The Brethren are widely known for their activities of a social service nature. During the Spanish civil war they conceived and carried out a plan of having Brethren farmers send heifers to Spain; out of this has grown the interdenominational Heifer Project, Inc. Through this project many Christian groups have been involved in sending not only heifers but also other livestock, seeds, and tools to needy areas. During World War II the Brethren became heavily involved in relief and rehabilitation in Europe and elsewhere and in the resettlement of displaced persons. To process materials they established centers at Nappanee, Indiana, Modesto, California, and New Windsor, Maryland; later these processing activities were merged with those of Church World Service. Other ventures in the promotion of understanding and goodwill in which the Brethren have had an active part are the International Christian Youth Exchange, the Polish Agricultural Exchange, international work camps, and international peace seminars.

In 1948 the Brethren inaugurated a program of Brethren Volunteer Service, in which individuals may give one or two years of voluntary service in areas of need. Service projects have been promoted in Europe, Asia, Africa, Mexico, and Puerto Rico as well as in more than twenty of the states in the United States. Over sixteen hundred volunteers have given more than two thousand years of service through these projects. This program has been similar in many respects to the government's Peace Corps program, in the formation of which Brethren experience in volunteer service was utilized.

It is the hope of the Brethren that the little white church on the Antietam battlefield may be to our troubled world a symbol of tolerance, love, brotherhood, and service — a witness to the mind and spirit of Him whom we seek to serve.

— H. Austin Cooper, New Windsor, Maryland
Arthur Scrogum, Hagerstown, Maryland

This publication approved by the Antietam — South Mountain Centennial Association, Inc.

Supplied by

The Middle Maryland District of the Church of the Brethren

The General Brotherhood Board of the Church of the Brethren

The Dedication Of The Reconstructed DUNKER CHURCH

September 2, 1962
1:30 P.M.



Federal attack sweeps past Dunker Church. From: *Battles and Leaders.*

Antietam National Battlefield Site
Sharpsburg, Maryland

THE DUNKER CHURCH

The reconstructed Dunker Church stands today on the Antietam National Battlefield Site at Sharpsburg, Maryland as one of the outstanding landmarks of this area. The long awaited rebuilding of this church became a reality only this past summer after it had been blown down during a severe hail and wind storm in May 1921.

Today marks the dedication of the reconstructed Dunker Church. It was first dedicated in 1853 and later rededicated in 1864 after the terrible damage sustained during the Battle of Antietam (Sharpsburg) had been repaired.

The original Mumma Church was built by local Dunker farmers in the year of 1852 on land that had been deeded the preceding year by Samuel Mumma. The land transfer stated it was deeded to "Deacons of the Church who called themselves Brethren." (The congregation of this church were offspring of the Manor Church which at that time was one of the large churches in the area.) This sect sprang from a religious group who settled in this area about 1740.

During the Battle of Antietam this little whitewashed church stood out to both sides and its position on the ridge where it stood made it a focal point for some of the most intense action of the Civil War. In the morning and during the day goals and positions were set relative to the Smoketown Road and the church. Damage to the structure was great during the battle with tremendous devastation wrought upon it by both sides. When night came and in the days to follow it became a haven for many of the casualties.

The repair to the battle damaged church began after the battle by the same people who had originally built it. These people were to worship here regularly until 1916. After that time services became infrequent and when it was blown down in May 1921, the congregation had no plans to restore it and the property reverted to the Mumma family and was sold at public auction. A frame dwelling was erected on the foundation which was used as a residence, filling station, souvenir shop and again as a residence.

Efforts were made by individuals and organizations to purchase this site for restoration. Prominent among these organizations were the American Legion Post of Sharpsburg, but it was not until 1951 that the Washington County (Maryland) Historical Society was able to accomplish this goal and was able to present the deed of the historic site to the United States Government through the National Park Service.

Actual restoration and reconstruction was not accomplished until the State of Maryland gave the National Park Service $35,000.00 for this purpose in 1960. This gift, as one can imagine, came about through the efforts of many individuals and organizations; foremost among these were the "Sharpsburg Rifles," a newly reactivated Civil War Unit and the members of the present day Dunker Church.

The reconstructed Dunker Church stands today on its original site as a symbol of tolerance and love. Under the care of the National Park Service, its doors will be open that future generations may acquire a better understanding of this phase of their American Heritage.

CHURCHES PARTICIPATING

SHARPSBURG

Holy Trinity Lutheran
United Church of Christ
Church of the Brethren

HAGERSTOWN

Zion Evangelical and Reformed
Evangelical Lutheran
St. Andrews Methodist
First Christian
St. Johns Lutheran
St. Paul's E.U.B.
Church of the Brethren
St. Johns Episcopal
First Brethren
Longmeadow Church of the Brethren
St. Paul's Methodist
Christ's Reformed
Emanuel E.U.B.
Brethren Church
Zion Baptist Church
North Side Mennonite Church
Washington Square Methodist Church

* * *

Broadfording Church of the Brethren
Myersville Church of the Brethren
First Brethren, St. James
Brooklane Farm Hospital Staff Members
St. Paul's E.U.B., Big Pool
Thurmont Church of the Brethren
Trinity Lutheran, Boonsboro
Church of the Brethren, Frederick
Walkersville E.U.B.
Thurmont Methodist
St. Paul's Lutheran, Jefferson, Maryland
Brownsville Church of the Brethren
New York Hill Methodist, Brunswick
Evangelical Lutheran Church Zion, Middletown
St. Ann's Episcopal, Smithsburg
Emmitsburg Methodist, Thurmont

THE REDEDICATION OF THE DUNKER CHURCH SHRINE

Antietam National Battlefield Site
Sharpsburg, Maryland

Time: 1:30 P.M. (EDST) — September 2, 1962

Band Selection	The Rohrersville Band
Welcoming Remarks	F. R. Saunders, *Chairman, Antietam Div. Antietam-South Mountain Centennial Ass'n.*
Invocation and Remarks (on the development of the Dunker Church Shrine)	The Rev. H. Austin Cooper, *Pipe Church of the Brethren, New Windsor, Maryland*
Introduction of the Commander of Antietam Post No. 236, The American Legion of Sharpsburg, Maryland, F. Leon Carnahan	
Introduction of the Commanding Officer of the Sharpsburg Rifle Co., Capt. William B. Coleman, Jr.	
Remarks	The Honorable George E. Snyder, *Washington County State Senator*
Remarks and Introduction of the Director of the United States National Park Service	Benjamin J. Davis, *Superintendent, Antietam Nat'l. Battlefield Site*
Address	Conrad L. Wirth, *Director, U. S. National Park Service*
Selection	The Rohrersville Band
Remarks & Presentation (of the Bible used in the original Dunker Church)	Dr. Walter H. Shealy, *President, Antietam-South Mountain Centennial Ass'n.; Sec'y./Treas., State of Maryland Civil War Commission; President, Washington County Historical Society*
Address	The Honorable J. Millard Tawes, *Governor, State of Maryland*
Benediction	Rev. Arthur Scrogum, *Executive Sec'y., Middle East District, Church of the Brethren*
Selection	The Rohrersville Band

SERVICE OF COMMEMORATION DEDICATION OF THE RECONSTRUCTED DUNKER CHURCH

Antietam National Battlefield Site
Sharpsburg, Maryland

September 2, 1962 — 2:00 P.M.

ORDER OF WORSHIP

The Reverend DeWitt L. Miller, D. D., presiding
Church of the Brethren, Hagerstown
President, Washington County Council of Churches

The Choral Voluntary "O Worship the King"	Antietam Choral Group
The Responsive Call to Worship (Pg. 6)	Minister and People
The Gloria Patri	Choir and Congregation
The Invocation Prayer (Pg. 6) - (Congregation Uniting)	Rev. G. Bartow Harris, *First Baptist Church, Hagerstown; Vice-Chairman Washington Co. Council of Churches*
Introductions	
The Congregational Hymn "The Church's One Foundation" (Pg. 7)	Congregation
The Scripture Lesson	Rev. J. Russell Butcher, *Presbyterian Church, Hagerstown; Vice-President Maryland Council of Churches*
The Choral Call to Prayer	
The Prayer	Rev. George R. Whetstone, *St. John's Lutheran Church, Hagerstown*
The Choral Response	
The Anthem	
The Address	Rev. Dr. Harry K. Zeller, Jr., *native of Hagerstown, Minister of Church of the Brethren, LaVerne, Calif.; Moderator of the Church of the Brethren*
The Litany of Dedication (Pg. 6)	
The Congregational Hymn (Pg. 7) "God of Grace and God of Glory"	Congregation
The Benediction	Rev. J. Turnbull Spicknall, D.D., *St. Paul's Methodist Church, Hagerstown*
The Choral Benediction	

THE RESPONSIVE CALL TO WORSHIP (Minister and People)

Minister: *Blessed is that nation whose God is the Lord.*
People: Blessed be the Lord, the God of our Fathers, thine is the greatness, the power and the glory, thou reignest over the nations, thou art King of all the earth.
Minister: *Draw near to God and He will draw near to you. Cleanse your hands and purify your hearts, humble yourselves before the Lord and he will exalt you.*
People: They who trust in the Lord cannot be moved but abide forever. O give thanks unto the Lord for He is good, his steadfast love endures forever.

THE INVOCATION PRAYER – (Congregation Uniting)

O God our Father, thou who art good beyond all that is good and great beyond all that is great and in whom there is satisfaction and peace, grant us such a knowledge of thy truth that we might select from our heritage that upon which we may build a more glorious destiny, reconcile, we pray Thee, the dissentions which divide mankind and bring us back into the unity which is in Thee. Grant that we may be united in fellowship with Thee, that we might hopefully dream of the day when all strife and warfare will cease and we will be united to each other in faith and love, through the grace and mercy which comes from Thee, we pray in Thy name and for the sake of Thy coming kingdom. Amen.

THE LITANY OF DEDICATION

Minister: *In response to the prophetic message of this memorable occasion let us engage in the Litany of Commemoration and Rededication.*

To the Glory of God, who has created of one blood all races and nations to dwell on the face of the earth.

People: We hallow this ground and rededicate this church.

Minister: *To the sacred memory of those who prized their convictions more than life itself and gave their last full measure of devotion for what they believed to be right:*

People: We hallow this ground and rededicate this church.

Minister: *To the preservation of those God-inspired humanitarian principles which in all generations have led the chosen of God to risk their all to bind up wounds and pour in the oil of healing:*

People: We hallow this ground and rededicate this church.

Minister: *To our redemption from old animosities; to the break down of barriers between sections, races and nations; to the creation of national unity and a complete commitment to those spiritual principles of personal freedom and corporate brotherhood:*

People: We hallow this ground and rededicate this church.

Minister: *Profiting by the mistakes of the past, building upon all that is true and right in the foundations so carefully laid by our fathers, and looking forward to a day of brotherhood, righteousness, justice and peace, let us now dedicate our lives, our resources and our sacred honor.*

Unison: (Minister and People)

Almighty God, who makest even the wrath of men to praise Thee and who turnest the stumblings of men into steps toward a new and a better day: We have gathered to commemorate the efforts of those who a century ago suffered the birth pangs of a nation that was being reborn to liberty and justice for all. We confess, O God, that we, the inheritors of their sacrifices, have often betrayed both the letter and the spirit of the heroic idealism. Too many times we have preserved the worst and not the best in our heritage. Grant us now the wisdom to select only that which deserves to be preserved and which will reflect the greatest honor upon those who gave their all. Unite us in a total commitment of the resources of our lives and of this nation to the cause of peace with justice and full freedom for all men of every race and nation. Deliver us in our time from the scourge of war and every expression of selfish man's inhumanity to his fellowman and create within us as individuals and as a people the will and the wit to discover Thy way to realize the prophetic dream of the new heaven and the new earth in which justice shall roll down like the waters and righteousness as a mighty stream; a day when all nations shall acknowledge Thee as Lord of all and all men as their brothers; a day of peace and brotherhood. To this end grant us Thy blessing and Thy benediction for we pray in Thy Holy Name and for the sake of Thy Coming Kingdom. Amen.

Written especially for the
Antietam Commemoration Service by:

Dr. DeWitt L. Miller
Church of the Brethren (Dunker)
Hagerstown, Maryland

HYMNS

O WORSHIP THE KING

O worship the King, all glorious above,
O gratefully sing His power and His love;
Our Shield and Defender, the Ancient of Days,
Pavilioned in splendor, and girded with praise.

Thy bountiful care, what tongue can recite?
It breathes in the air, it shines in the light;
It streams from the hills, it descends to the plain,
And sweetly distils in the dew and the rain.

Frail children of dust, and feeble as frail,
In Thee do we trust, nor find Thee to fail;
Thy mercies how tender, how firm to the end,
Our maker, Defender, Redeemer, and Friend! A - MEN

THE CHURCH'S ONE FOUNDATION

The Church's one foundation Is Jesus Christ her Lord;
She is His new creation By water and the word;
From heaven He came and sought her To be His holy bride;
With His own blood he bought her And for her life He died.

'Mid toil and tribulation, And tumult of her war,
She waits the consummation Of peace forevermore
Till with the vision glorious Her longing eyes are blest,
And the great church victorious Shall be the church at rest.

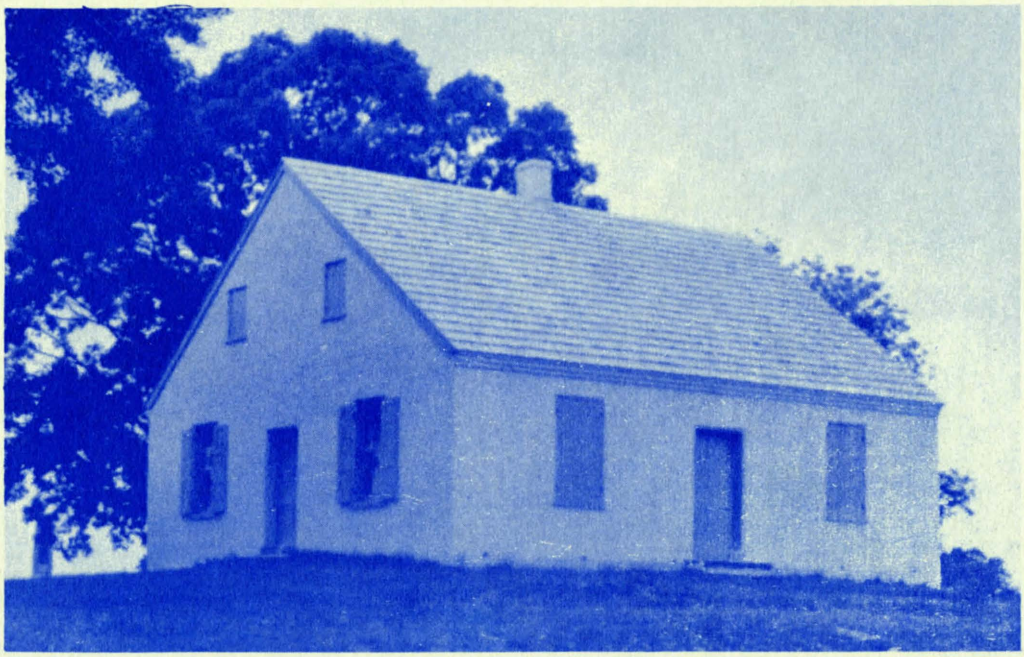
Yet she on earth hath union With God the Three in One,
And mystic sweet communion With those whose rest is won,
O happy ones and holy; Lord, give us grace that we,
Like them, the meek and lowly, On high may dwell with Thee. A - MEN

GOD OF GRACE AND GOD OF GLORY

God of grace and God of glory, On Thy people pour Thy power;
Crown Thine ancient church's story; Bring her bud to glorious flower.
Grant us wisdom, Grant us courage, For the facing this hour.

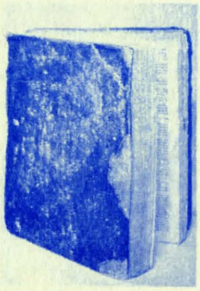
Lo! the hosts of evil round us Scorn Thy Christ, assail His ways!
From the fears that long have bound us Free our hearts to faith and praise:
Grant us wisdom, Grant us courage, For the living of these days.

Cure Thy children's warring madness, Bend our pride to Thy control;
Shame our wanton, selfish gladness, Rich in things and poor in soul.
Grant us wisdom, Grant us courage, Lest we miss Thy kingdom's goal. A-MEN



The reconstructed Dunker Church

THE ANTIETAM (MUMMA) BIBLE



This leather-bound volume, eleven by nine by two and one half inches in size was donated to the Mumma or Antietam Dunker church by Daniel Miller in 1851. It was placed in the church on completion in 1853 and was in constant use until the battle of Antietam in 1862.

The bible was picked up by Sergeant Nathan Dykeman of regiment 107, company H, New York state volunteers on September 28 following the battle and was carried to Schuyler county, New York. The bible remained in the family of sergeant Dykeman until his death in 1903. It came into possession of a sister of sergeant Dykeman who decided to return it to the little church at Antietam. Sgt. Dykeman's regiment purchased the bible from his sister.

The bible was placed in the hands of a colored man named John T. Lewis who was born in Carroll county, Md. and had joined the brethren church and had migrated to Elmira, N.Y. in 1862. Brother Lewis was designated to return the bible to the little church from which it was taken. It was returned to the church whose pastor was John E. Otto 41 years, 2 months and 6 days after it had been removed therefrom.

The bible was replaced in the church and remained there until 1914. Due to the fact that the congregation became somewhat inactive at that time the bible was removed to a vault in the Fahrney-Keedy home at Mapleville, Md. Later on, circa 1937, it was removed from the vault and was given into the custody of Mr. and Mrs. Newton Long. Mrs. Long was the great-great grand daughter of Daniel Miller who originally presented the bible to the church in 1851.

Later on the bible was given into the custody of the Washington County Historical Society until such time as the little Dunker church might be restored and, if not, it would be again given into the custody of the Long family.

The Washington County Historical Society is now proud to discharge its duty by presenting the bible to the National Park Service for placement in the church which has now been restored and in which church it is the hope that it will occupy a place of honor on the pulpit of the church for time immemorial.

Acknowledgment is made to Rev. Freeman Ankrum for excerpts from his book,
"Sidelights On Brethren History"

★ ★ ★

An Eternal Symbol of Peace on the site of the
bloodiest single-day battle of the Civil War

★ ★ ★ ★ ★ ★