

Bailey-Ellis House Tower Restoration Project, Part II
709 Country Way, Scituate,
Massachusetts



Prepared by Scituate Arts Association, Inc.
Janet Cornacchio, President,
Robin Glazier, Clerk,
September 2023



**CONDITIONS ASSESSMENT and PRESERVATION PLAN
for the BAILEY-ELLIS HOUSE
709 Country Way, Scituate, Massachusetts**

Prepared by Wendy Frontiero,
Architect and Preservation Consultant
October 2011

These documents with their detailed conditions assessment can be found in the 2022 Bailey Ellis Windows, Tower and Doors Restoration Projects.

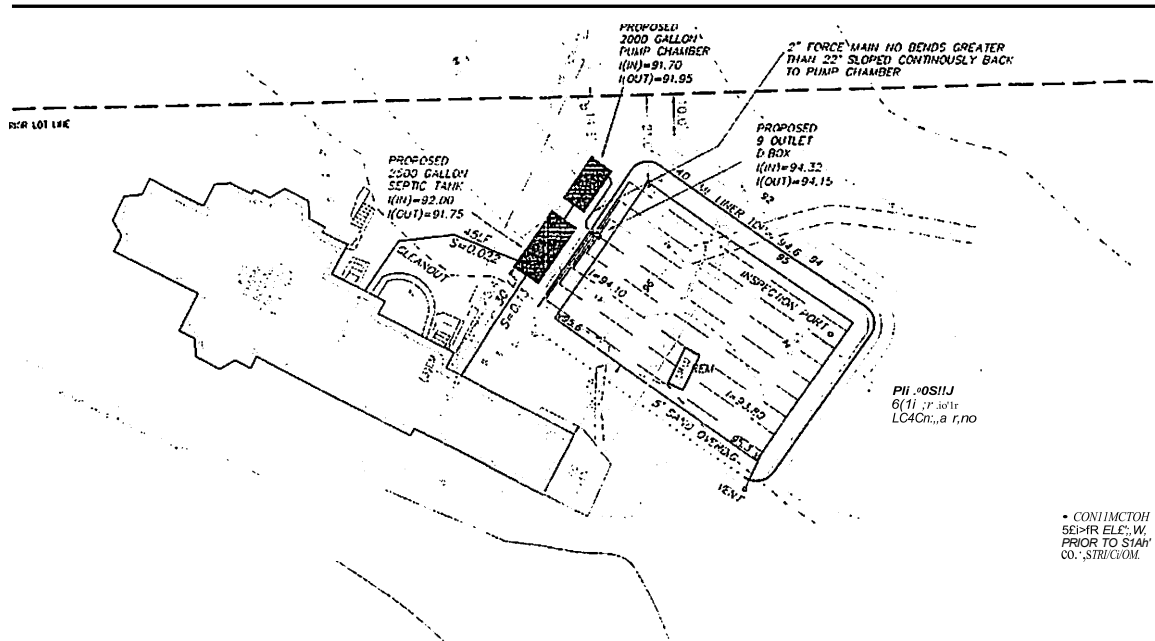
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Bailey-Ellis House - Conditions Assessment and Preservation Plan October 2011

PLANS/ILLUSTRATIONS



Survey plan, ca. 2008

Bailey-Ellis House - Conditions Assessment and Preservation Plan
October 2011



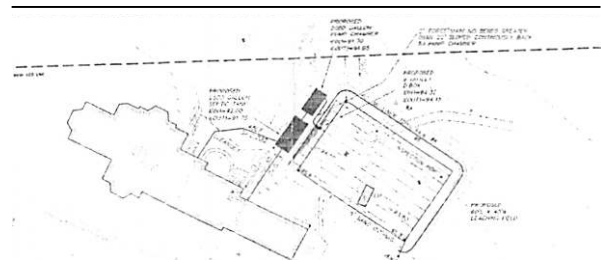
t. Northeast and northwest facades



2. Northeast and southwest (main) facades



3. Southwest and southeast facades (L to R: Main House, Middle Addition, End Building Addition, Shed)



4. Survey plan, ca. 2008



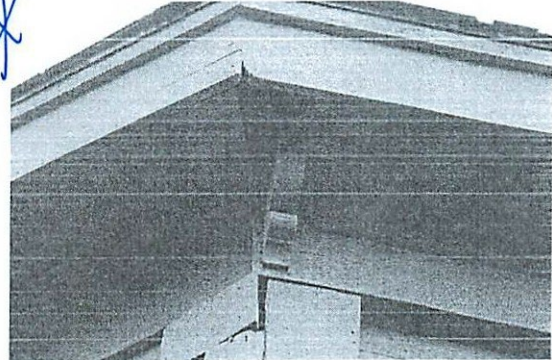
46. Northeast fac;;ade - Tower



47. Northeast fac;;ade - Tower detail: broken glass; deteriorated wood trim



49. Northeast fac;;ade - Tower detail: Deteriorated wood trim



50. Northeast fac;;ade - Tower detail: Deteriorated wood trim and soffit

**SCAFFOLD
SERVICES
CORP.**

Safety & Service Are Our Most Important Products

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**SCAFFOLDING
ERECTION, DISMANTLING & RENTAL CONTRACT**

Customer Name:	Ellis House	Date:	1/14/2022
Customer Address:	709 Country Way Scituate, Ma	Job Name:	Tower
Attention:	Joyce	Job Address:	709 Country Way Scituate, Ma
		Contact#	617-774-7707
		Quote#	649190

Triple G Scaffold Services Corp. ("Triple G") and Contractor, for good and valuable consideration, agree as follows.

Triple G will provide scaffolding and labor cost to deliver, erect, rent dismantle, and return sufficient scaffolding and components for your use at the jobsite named above. The following terms and conditions apply.

Description:

Installation & dismantle of scaffold around tower only. (3) levels of plank. (1) stair way for access. Must set on roof. Not responsible for roof. Crane access required at rear of building. Parking for trucks. No police details or permits. Non - Union Wages.

Labor to Erect and Dismantle: Includes delivery and return trucking charges and first 28 days of rental

(Example: 210 days x \$35/day equals \$7,350)

\$12,980.00

Pro-Rated Per Day Charges: After First 28 days of Rental

\$35.00

TERMS: Rental charges accrue when equipment is delivered to the site to begin erection process. The minimum rental period is 28 days. All rental charges after 28 days **will** be pro-rated. No retainage shall be withheld. Terms of Payment net 30 days, subject to credit approval.

ALL SCHEDULING of erections, dismantles, pick ups, and/or delivery of equipment must be scheduled through the office of TGS.

Note: This Contract may be withdrawn by us if not signed within 7 days of it's date : **1/14/2022**

Note: Minimum 3 day notification to dismantle.

Dismantle will begin as soon as schedule allows.

*The terms and conditions stated on pages 2 thru 5 are acknowledged and accepted.

**Accepted For:
Triple G Scaffold Services Corp.**

Signature:

0

Print Name:

Date:

Accepted For:

Ellis House

Signature: _____

Print Name: _____

Date: _____

SCAFFOLDING, ERECTION, DISMANTLING, & RENTAL CONTRACT: TERMS AND CONDITIONS

Contractor's Responsibilities

Safety: Contractor acknowledges that it has read and is familiar with all federal, state, and local safety codes and practices applicable to any one or a combination of lifts, platforms, swing staging, scaffolding, ladders, and other related items ("Scaffold System") to be provided to Contractor under this Contract. Prior to Contractor's use of the Scaffold System, Contractor will be responsible to provide all required safety training to users of the Scaffold System, including training with regard to fall hazards, falling object hazards, and electrical hazards. Upon turnover of the Scaffold System to Contractor for use, Contractor will be solely responsible to ensure that the Scaffold System is used in full compliance with all OSH Act roSHA") provisions as provided under 29 CFR 1926, et seq., as amended. If Contractor allows or permits any other contractors or trades to use the Scaffold System, Contractor will obtain from such other contractor or trade a fully executed Exhibit X, and shall provide to Triple G an original signed version of such document.

Contractor, following the installation of the Scaffold System by Triple G, will inspect the Scaffold System and notify Triple G of its approval of the Scaffold System. After such approval, Triple G will turn over the Scaffold System to the Contractor for use, whereupon Contractor shall keep the Scaffold System in good repair and safe condition and shall not permit anyone to damage it or any part thereof. The Contractor shall, after turnover, maintain and use the scaffolding components in accordance with applicable city/town, state, and federal (OSHA) safety codes and regulations. Contractor understands that OSHA has specific requirements as to the use of the Scaffold System by Contractor, which include, without limitation, that the Contractor provide a competent person who has the training and experience necessary to make determinations as to fall protection, integrity of scaffolds, and that the Scaffold System be maintained and used in a safe manner. The competent person must have the ability to identify potential hazards, and the authority to take prompt corrective measures, or to stop work until the hazard is eliminated. The Contractor shall take all action to eliminate any electrical hazards, including, but not limited to, de-energizing all lines, relocating all lines, and/or installing protective coverings to prevent accidental contact with all lines involving this job.

The Contract includes labor and rental charges for the installation of guardrails and toeboards by Triple G at the initial work levels stated in the Contract. The Contractor shall be responsible for moving and/or reinstalling any guardrails and/or toeboards if any planking is moved, to ensure required OSHA compliance.

The Contractor shall not alter, modify, or change the Scaffold System in anyway, nor cover, enclose any portion of the Scaffold System, without prior written consent of Triple G. The Contractor acknowledges that the Scaffold System is specifically designed for the Contractor and that any other trades or individuals using the scaffold system will do so only with the express permission of the Contractor, in accordance with the terms of this Contract. The signature of the Contractor on the Contract is Contractor's acknowledgement that neither the Contractor, nor any employee, agent, or representative of the Contractor or Owner using the scaffold system provided under the Contract, will be permitted to alter, modify, or change the scaffold in any way without the prior written approval and authorization of Triple G to all of the proposed alterations, modifications, and changes to the scaffold system.

Installation and Dismantling of Scaffold System: Contractor shall provide a clean and unobstructed work area for the scaffold erectors, trucks, and materials; obtain all required street and/or sidewalk permits, police details, safety lights, work lights, barricades, etc.; and repair and/or fill in all tie-holds, in order to allow Triple G to perform its responsibilities to install and/or dismantle the Scaffold System, as may be required under this Contract. The Contractor shall cooperate with Triple G in scheduling and performing the contractor's work under the Prime Contract to avoid conflicts or interference in Triple G's performance of its responsibilities under this Contract. Contractor shall promptly make available to Triple G all information which affects this Contract and which may become known to the Contractor after the execution of this Contract. Contractor shall communicate directly with authorized representative of Triple G in all matters concerning this Contract. Contractor shall provide additional ties when weather protection tarpaulins are used on the scaffolding, in accordance with applicable engineering practices. The Contractor shall take all required action to ensure that the scaffold system and related equipment are kept clean and clear of debris, snow, ice, and all other impediments, during the job, as Triple G shall not erect, move, or dismantle the scaffold, if these conditions are not met. Contractor shall provide Triple G's authorized and designated representative with at least 72 hours' notice to erect, install, dismantle, or move any of its equipment.

Indemnity and Insurance: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Triple G from all claims, actions, lawsuits, expenses and costs (including attorney's fees), including, but not limited to, those for property damage or personal injury (including death), but only to the extent arising from or in consequence of (1) the negligence in the use of the scaffold system by the Contractor or its subcontractors, including any of their agents, employees, or sub-subcontractors; (2) any breach of this contract by the Contractor; and/or (3) any alterations, modifications, or changes to the scaffold system by the Contractor, or its employees, agents, or representatives, or anyone acting on its behalf, not authorized in writing in advance by TripleG.

The Contractor further agrees to defend Triple G from any such claims as provided above, regardless of whether such claim may be proven, and to provide an immediate and full defense to Triple G in the event any a claim as defined above is asserted against

Triple G, regardless of how fault is determined. In the event Triple G **initiated** to such immediate defense, Triple G shall be

entitled to the choice of counsel.

Contractor, prior to any use of the Scaffold System and at all times when the Scaffold System is in use, shall ensure that it has commercial general liability insurance coverage in place applicable to the project where the Scaffold System is to be used, which shall include coverage for products liability and completed operations liability. Contractor shall supply to Triple G certificates of insurance evidencing that such coverage is in place, and, upon request, shall provide copies of the actual insurance policies and endorsements. Contractor shall maintain the minimum commercial general liability coverage of at least \$1,000,000 each occurrence; and \$2,000,000 aggregate. Contractor shall cause Triple G to be named as additional insured on its Commercial General Liability policy through an insurance policy that provides that such coverage to Triple G as an additional insured is primary to any other liability insurance maintained by Triple G. Contractor shall further ensure that at all times with the Scaffold System is on the site, including when being erected or dismantled, there is All-risk (builder's risk insurance) in place for the project that will insure the Scaffold Equipment against damage, up to the full value of the Scaffold Equipment.

All such insurance shall not be altered or cancelled except on ten (10) days written notice to Triple G. Triple G does not waive any rights of subrogation on behalf of itself or any of its insurers.

General Provisions

Triple G shall cooperate with the Contractor in scheduling and performing its work under this Contract. Triple G shall remove all refuse and debris from the job site caused by its work under this Contract. Triple G shall carry Worker's Compensation and General Liability Insurance coverage appropriate for its work to be performed under this Contract.

Triple G will not be bound by any contractual provisions in any contracts between Contractor and anyone else, including the prime contract between Contractor and owner, unless specifically provided for in this contract or by addendum to this contract. To the extent that Triple G may be obligated under this agreement or otherwise to indemnify the Contractor or any other party, in no event will Triple G be obligated to provide indemnity to the extent that any claim or loss is caused by the negligence of others and thus any indemnity obligation of Triple G would be limited to the extent of its own negligence in causing the claim or loss, and thus any such indemnity obligation would be limited to the extent of Triple G's negligence in causing the claim or loss.

There shall be no retainage, or similar items, or any monies withheld by the Contractor for any payment due to Triple G under this Contract. There shall be no requirement of any bond, bid performance, completion, or otherwise, to be provided by Triple G to the Contractor, or to the Owner, in connection with this Contract. There is no requirement or "condition precedent" that the Contractor first receive monies or payments from the owner, or any superior Contractor, before Triple G is to be paid fully by the Contractor for all services billed by Triple G, under this Contract. Triple G shall provide the Contractor with Applications for payment for work performed under this Contract and Contractor shall promptly make full payments to Triple G.

Any alteration or deviation from the Contract specifications resulting in extra cost to the Contract amount stated on Page 1, must be in writing and all written change orders will become an extra charge to the Contract amount. Extra work will be recorded daily on signed work change orders and shall be paid at standard hourly rates in effect as of the date the work is performed, with a four (4) hour minimum charge per person and, if over four (4) hours, at an eight (8) hour minimum per person. The Contract amount is predicated upon Triple G providing labor and services during its regular working hours (i.e. M-F; 7 a.m.-3:30 p.m.) unless otherwise specified in the Contract. All work is portal to portal. The Contract amount does not include any monies for labor stewards, as this amount will be an extra charge, if required. Contractor shall provide sufficient parking for Triple G's trucks at no extra cost to the Contract amount. Triple G's obligations and responsibilities under this Contract are expressly conditioned upon the absence of strikes, accidents, or delays, not directly caused by Triple G, and delays directly caused by, or arising out of so-called "Acts of God," including, but not limited to, severe weather (i.e., hurricane, snow storm, tornado), acts of war, or acts of terrorism, as Triple G shall not be responsible to the Contractor for any additional costs or charges incurred as a result of unanticipated delays of this nature.

The Contractor shall pay all reasonable collection costs, including attorney's fees incurred by Triple G, in connection with the enforcement of this Contract, including any legal proceedings. All notices or communications between the Contractor and Triple G shall be in writing and delivered to the parties' respective addresses stated in this Contract.

This Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. The Contractor and Triple G agree that all claims or disputes arising from or related to this Contract shall be subject to binding arbitration pursuant to the construction industry rules of the American Arbitration Association and such arbitration shall be conducted in Plymouth County, Massachusetts.

29 Accord Park Drive
Norwell, MA 02061
781-681-9090 C:: 781-878-9116

EXHIBIT X

**SAFETY AND INDEMNITY AGREEMENT REGARDING USE OF SCAFFOLD BY
SUBCONTRACTOR**

Project:

Where Triple G Scaffold Services Corp. (hereafter "Triple G") has supplied and installed any one or a combination of lifts, platforms, swing staging, scaffolding, ladders, and other related items (hereafter "Equipment") at the project for its direct customer, _____, ("Contractor"), and where the Equipment provided to Contractor will also be used by the Subcontractor listed below, the Subcontractor, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, including the right to use the Equipment for its work, agrees as follows:

The Subcontractor understands the use of the Equipment is inherently dangerous and shall at all times, maintain and use all scaffolding components in accordance with applicable city/town, state, and federal (OSHA) safety codes and regulations. OSHA requires that the user of the Equipment provide a competent person who has the training and experience necessary to make determinations as to fall protection, integrity of scaffolds, and that the scaffold is maintained and used in a safe manner. The competent person must have the ability to identify potential hazards, and the authority to take prompt corrective measures, or to stop work until the hazard is eliminated.

Subcontractor acknowledges that, prior to use of the Equipment it has read and is familiar with the code of safe practices for the scaffolding Equipment and the training of scaffold users regarding the requirements of OSHA, under 29 CFR 1926, et. Seq., as amended.

The Subcontractor shall not altar, modify, or change the scaffold system in any way, nor cover or enclose any portion of the scaffold, without prior written consent of Triple G's designated and authorized representative. The Subcontractor acknowledges that the scaffold system was specifically designed for the project and that any trades or individuals using the scaffolding will use the Equipment only as authorized and as permitted. The Subcontractor shall move the guardrails and toe boards as planking is moved, in the manner required by applicable OSHA Regulations.

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Triple G from all claims, actions, lawsuits, expenses and costs (including attorney's fees), including, but not limited to, those for property damage or personal injury (including death), to the extent arising from or in consequence of the negligence in the use of the scaffold system by the Subcontractor or its sub-subcontractors, including any of their agents, employees, or sub-subcontractors, and/or any alterations, modifications, or changes to the scaffold system by the Subcontractor, or its employees, agents, or representatives, or anyone acting on its behalf, not authorized in writing in advance by Triple G.

The undersigned warrants that he or she has full authority to sign this agreement on behalf of the be I ow Company/Subcontractor and that his or her signature shall fully bind the Company/Subcontractor to this Agreement.

Company Name ("Subcontractor")

Signature

Date

Print Name

iii, SCAFFOLD SERVICES CORP.

TRIPLE G SCAFFOLDSERVICES CORP.
29 Accord Park Drive
Norwell, MA 02061
{781}681-9090 {781}878-9116 fax
www.triplegscaffold.com
Credit Application

Company: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____ Phone #: _____

Fax#: _____ **F.I.D. #:** _____ **Email:** _____

Type of Business: () Sole Proprietor () Partnership () Corporation Years In Business: _____

Contact for Invoices & Billing Information: _____

Credit Limit Requested: _____ Sales Tax Exempt #(if applicable): _____

Are Purchase Orders Required?: () Yes) No Contact Person: _____

Bank References

Bank Name: _____ Bank Name: _____

Address: _____ Address: _____

Contact: _____ Contact: _____

Phone#:(_____ Fax#:(_____ Phone#:(_____ Fax#:(_____

Email: _____ Email: _____

Account#: _____ Account#: _____

Trade References

Name: _____ Name: _____

Address: _____ Address: _____

Contact: _____ Contact: _____

Email: _____ Email: _____

Phone#:(_____ Fax#:() _____ Phone#:(_____ Fax#:() _____

Name: _____ Name: _____

Address: _____ Address: _____

Contact: _____ Contact: _____

Email: _____ Email: _____

Phone#:(_____ Fax#:() _____ Phone#:(_____ Fax#:() _____

I personally accept full responsibility for all sums due, and agree to the terms and conditions of invoices by the above named account.

Guarantor (Print Name) _____

Home Address _____ Telephone#: _____

I hereby grant permission to verify all credit information given on this application. I understand that all invoices are due within 30 days from invoice date. If Invoices go beyond the due date I agree to pay all service charges that accumulate as well as all collection charges and attorney(s) fees that may be necessary.

Signed By _____ Title _____ Date: _____

****PLEASE FILL OUT COMPLETELY WITH ALL PHONE AND FAX NUMBERS OR THIS WILL NOT BE PROCESSED****

TOWER RESTORATION:

Below are two estimates current as of September 2023

Buttonwoods Renovation, Jonathan Detwiler

Estimate

Ellis House
Janet Cornacchio
30 Pheasant Hill Drive
Scituate MA 02066
(781)608-9691
joyce.bacci@gmail.com
jcornacch@aol.com

9/7/2023

**Proposed
Costs**

**Tower restoration
Carpentry & Restoration Estimate**

Restore from top down

Strip roofing off top of tower and sheathing

Rebuild roof framing

New roof sheathing

Soffit looks "ok" but probably needs new fascia - cedar

New rubber roof

Labor **\$9,000**
Materials **\$3,500**

Remove the vertical covering boards on the sides of the windows

Reflash above corner above second set of roofing - copper

New cedar vertical covering boards

All preprimed 4 sides

All trimwork stainless fasteners

Strip and reroof second roof - ice & water with red cedar

Mill up new 3rd cornice mouldings

Remove & replace fascia & crown

Labor **\$8,500**
Materials **\$4,000**

Strip back roofs in valleys on main house

Establish open valley - rubber back section

Strip clapboards that run into main house roofing - reflash - leave space
then reside - red cedar C.V.G. preprimed

Labor **\$9,500**
Materials **\$3,000**

Restoration of all window casings, sills, soffit brackets, vertical trim

All bare wood sealed with CPES

Labor **\$8,500**
Materials **\$2,000**

Disposal **\$850**

Conditional work, changes, etc. (possible framing may be needed)

\$0 - 5,000

Total construction estimate			\$48,850
	Scaffolding Costs		
Scaffolding	not in bid		\$0
	Painting Estimate		
Entire tower - tinted oil primer		Labor	\$11,000
2 coats latex finish		Materials	\$2,000
Total painting cost			\$13,000

* Please note 30% upcharge in labor to reflect prevailing wage

Total Project Estimate **\$61,850**

Project bids will be out to bid in 3 separate phases-construction, scaffolding & painting

Patrick McSweeney
617-699-3920

Renovations, New Build, Carpentry

Estimate for Ellis House Tower Project

Full Demo & Removal	\$5,200.00
Rebuilding of top of tower	
Replacement of top rubber roof, rebuilding of roof frame w/trap door, sheathing, replacement of damaged or rotted soffits, repair of decorative panels under windows if needed and replace missing corbels, repair / replacement of rotted wood as needed	\$19,800.00
Removal of all siding from roof to bottom of tower second floor, replaced with pre primed cedar boards including vertical boards on side, top and bottom of windows, strip and reroof second roof – ice & water protection with red cedar, reflash around second roof (copper), mill up new cornices, replace new fascia and crown	\$10,800.00
Water management, Strip back roof valleys on main house, establish new valley copper reinforced, replace left side gutter with adequately sized gutter, create new gutter system on right side of tower leading to roof of porch,	
Strip all clapboards, reflash, replace with pre-primed red cedar Restorations of all window casings, sills, soffit brackets, vertical trim as needed with pre-primed wood	\$11,800.00
Total	\$47, 500.00

*Estimate does not include finished painting, or scaffolding