

INVITATION FOR BID
CITY OF NEW BEDFORD
Department of City Planning
Rural Cemetery Professional Conservation of
Historic Gravestones
New Bedford, Massachusetts

IFB # 20175034



October 09, 2019

Jonathan F. Mitchell
Mayor

Department of City Planning
133 William Street
New Bedford, MA 02740



CITY OF NEW BEDFORD
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NOTICE TO BIDDERS

The City of New Bedford, Purchasing Department in conjunction with the Department of City Planning is soliciting bids for:

Rural Cemetery Professional Conservation of Historic Gravestones
IFB # 20175034

from qualified bidders, in accordance with MGL Chapter 30, Section 39M, as amended, and as provided under applicable sections of Chapter 193 of the Acts of 2004.

Sealed bids will be received by the Purchasing Department, in conjunction with the New Bedford Department of Planning, Housing and Community Development, in Room 208, City Hall, 133 Williams Street, New Bedford, Massachusetts, 02740, during business hours, until the bid opening date and time of **Friday, October 25, 2019 at 11:00 am** prevailing time, at which time bids will be opened and read aloud. All bids shall be accompanied by a bid deposit that is five percent (5%) of the bid amount. Bid deposits may be in the form of Certified Check, Certificate of Deposit, or Bid Bond made payable to the City of New Bedford, Massachusetts.

Bidding Documents (Drawings and Project Manual/Specifications, as applicable) may be obtained and/or examined on or after **Wednesday, October 09, 2019** in the office of the Purchasing Department, 133 William Street, Room 208, New Bedford, MA 02740, Monday thru Friday – 8:30 AM – 4:00 PM. Documents are available electronically by emailing: Purchasing @newbedford-ma.gov or Richard.calderon@newbedford-ma.gov.

A Non/Mandatory Pre-Bid Site Visit has scheduled for October 16, 2019 at 10:00 am at Rural Cemetery, 157 Dartmouth Street, New Bedford, MA 02740. Questions concerning this Invitation for Bid must be submitted via email to: richard.calderon@newbedford-ma.gov. on or before Friday, October 18, 2019 no later than 12:00 pm., Questions will be answered via Addendum emailed to all Bidders on Record as having received the IFB.

Bidders' attention is directed to the Equal Employment Opportunity documents, which are made part of the Contract Documents, and are included in bid documents as "Instructions to Bidders for Affirmative Action Issues", which set forth employment and MBE/WBE (Minority / Women Business Enterprise) participation goals.

Attention is called to the fact that this project is subject to Massachusetts Prevailing Wage Rates, contractors at all tiers will be required to submit weekly certified payroll reports to the Awarding Authority. All bids submitted should take these factors into consideration, and be calculated accordingly.

Supplies furnished as part of this Contract are exempt from the Sales and Use Tax. All bids submitted should take this factor into consideration, and be calculated accordingly.

The contract will be awarded within thirty (30) days after the bid opening. The time for award may be extended by mutual agreement between the City and the apparent lowest responsive and responsible bidder. Bidders are advised that if awarded contract they will be required to provide payment bond in the amount of 50% of their winning bid. Vendors doing business with the City of New Bedford are required to provide a copy of their insurance policy, including all endorsements that list the City of New Bedford as an additional insured in the amounts as specified herein. (*some coverages may not be required)

This contract shall be awarded to the lowest responsible and eligible bidder, as defined under MGL Chapter 30: Section 39M, as amended. The Awarding Authority reserves the right to waive any informality in the bidding and to reject any bid should it be deemed to be in the best interest of the City of New Bedford to do so.

Awarding Authority
City of New Bedford
Richard Calderon, Assistant Procurement Officer/Buyer



**City of New Bedford
Purchasing Department
INVITATION FOR BID # 20175034**

**The City of New Bedford invites sealed bids in accordance with MGL c.30 §39M from
Contractors for:**

Rural Cemetery Professional Conservation of Historic Gravestones

Bids will be received until: **Friday, October 25, 2019 at 11:00 a.m.** at the Purchasing Department, Room 208, New Bedford City Hall, 133 William Street, New Bedford, MA 02740. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at the City's website: www.newbedford-ma.gov/purchasing or by emailing purchasing@newbedford-ma.gov after **8:00 a.m., October 9, 2019.**

Award will be made to the lowest, responsible and responsive bidder for services based on the **Unit Price** as set forth in Bid Form. Any bidder not providing prices for all line items therein may be deemed unresponsive and therefore rejected. Provision of services is required to start upon the execution of this contract.

The project is being partially funded with a grant from the Massachusetts Preservation Projects Fund through the Massachusetts Historical Commission. All work must be performed in accordance with the documents prepared by Ivan Myjer, d.b.a. Building and Monument Conservation, Arlington, MA, and meet the Secretary of the Interior's *Standards for the Treatment of Historic Properties*. State law prohibits discrimination. Awarding of this contract is subject to Affirmative Action and Equal Opportunity guidelines.

All bids shall be submitted as one (1) ORIGINAL and one (1) COPY.

All City of New Bedford bids are available on the City's website, www.newbedford-ma.gov/purchasing. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online with the original bid documents. If you download bids from the internet site and would like to make it known that your company has done so, you may email purchasing@newbedford-ma.gov with your NAME, ADDRESS, PHONE, AND EMAIL ADDRESS. Please reference the INVITATION FOR BID NUMBER 20175034.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the City of New Bedford purchasing, at least two business days in advance of the meeting: purchasing@newbedford-ma.gov or 508-979-1433.

Procurement Calendar:

The City of New Bedford is soliciting bids that will result in a contract. The schedule of events for this solicitation, subject to amendment by the City of New Bedford is:

Bid Documents Available:	Wednesday, October 9, 2019 at 8:00 am
Non/Mandatory Pre-Bid Site Visit	Wednesday, October 16, 2019 at 10:00am
Questions Due:	Friday, October 18, 2019 by 12:00 pm
Questions Answered:	Tuesday, October 22, 2019 at 1:00 pm
Bids Due:	Friday, October 25, 2019 at 11:00 am

SECTION 1: INSTRUCTION TO BIDDERS

General Project Information:

Founded in 1837, Rural Cemetery is the fifth oldest such cemetery in the United States. It was the first cemetery in the city to be sited in a suburban location, and its earliest section reflects the transition from an earlier graveyard model to the rural cemetery concept. Rural Cemetery was listed in the National Register in 2014 with significance meeting National Register Criteria A, B, and C, and Consideration D at the local and state levels.

Hundreds of markers at Rural Cemetery require conservation due to deferred maintenance, harsh weather, and vandalism. The City received an MHC grant in 2017 to survey and assess the condition of gravestone markers in the earliest section of Rural Cemetery. The earliest section, dating to 1837, is a 13-acre parcel located in the eastern section of the Cemetery, containing approximately 6000 markers. The resulting Condition Assessment Report determined that of the approximately six thousand markers surveyed, 798 were identified as requiring immediate treatment. The report keyed the damaged markers to cemetery maps. The report also provided conservation specifications for each identified marker and cost estimates.

This phase of the project will address those markers identified as the most critical and requiring immediate treatment within the available funding constraints. Aside from 16 large stacked stones identified in the survey as potential safety hazards, the most pressing conservation issue at Rural Cemetery are the toppled and broken marble markers. The conservation of these at-risk resources will allow the Cemetery's continued contribution to the City's cultural inventory and benefit the community at large in terms of aesthetic contribution, historical value, social/cultural value, and economic development through tourism focused on New Bedford's history and genealogical studies.

Timeline:

Conservation work may begin once the City has selected a qualified conservator and both parties have signed a contract. All conservation treatment must be completed no later than June 30, 2020.

Funding:

Funding for this project has been provided by a Massachusetts Historical Commission Preservation Projects Fund (MPPF) grant and an award from New Bedford's Community Preservation Act (CPA) fund. The City has established a fee not to exceed \$100,000 for the project.

Minimum Qualifications of Contractor:

1. All proposers must demonstrate that they fulfill the following minimum criteria:
 - a) At least 10 years' experience and a proven track record of high quality, professional work in the conservation of historic and culturally significant structures or objects made from stone.
 - b) Documented experience working with Massachusetts municipal governments in the conservation of historic gravestones and monuments, in historic burying grounds.
 - c) Documented experience conserving gravestones and monuments in a minimum of three cemeteries and/or burying grounds listed on the National Register of Historic Places or Massachusetts State Register of Historic Places completed within the past five years.
 - d) Familiarity with the Massachusetts General Laws regarding burials and the rules and regulations for gravestone repair/reproduction and for removing tombs, graves, and memorials for repair, as well as the Massachusetts Historical Commission's rules and regulations regarding the conservation of historic markers.

** See following SECTION 1.03 SUBMITTALS for further Qualification details*

SECTION 2: SCOPE OF WORK & CONSERVATION SPECIFICATIONS

PART 1- GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to the Contract and General Conditions and all sections within General Requirements, which are hereby made a part of this section of the specifications.
- B. Attention is directed toward ATTACHMENT A for a list of markers included in the base bid of this contract as well as a list of markers for each of the add/alternatives that are part of this bid.
- C. Attention is directed to ATTACHMENT B: **Rural Cemetery New Bedford, MA Summary of Survey Results for Grave Markers** for a description of the markers included in this contract. Descriptions of conditions and well as recommended treatments included in the list at the end of the specifications are for the purpose of identifying the markers that will be treated under this contract and for giving a general description of the conditions and recommended treatments. The short description is not intended to define all of the treatments or treatment steps that may be required. It is the responsibility of the bidder to examine each stone on the list prior to submitting a bid.
- D. Attention is directed to ATTACHMENT C: **Maps of Rural Cemetery** for the approximate locations of the markers in this contract.
- E. Attention is directed to the **images** of the markers to be included within this phase of the Conservation, located on the City Website:
<https://www.newbedford-ma.gov/public-infrastructure/cemetery/department/>

1.02 SUMMARY AND DESCRIPTION OF WORK

- A. **BASE BID:** The work of this section consists of the provision of all materials, labor and equipment and the necessary and/or required for the complete execution of all stone conservation and resetting as required by the specifications and schedules. **Base Bid includes a total of 140 markers.**

ALTERNATE BID: Additional Markers

Alternate Bid shall be the addition of markers in increments of 5 (five) in number, above the identified 140 markers, not to exceed the established fee of \$100,000 for the project. The additional markers would be located in Section A-3, as indicated in Maps of Rural Cemetery.

- B. Outline of Scope of Work:
 - 1. Excavation, Cleaning, Documentation and Resetting of the markers listed in this document.
 - 2. Conservation treatments inclusive of removal from ground, cleaning, documentation and resetting of the markers listed in this bid document.
 - 3. Review of existing project reports, conditions assessments, maps, and documentation for all the headstones and footstones that are scheduled to receive conservation treatments and/or resetting under this contract.
 - 4. Document the condition of each grave marker or footstone scheduled to receive conservation treatments under this contract with a survey sheet, and digital photographs prior to proceeding with any work. Stones that require resetting and no further treatment can be photographed when they are out of the ground and lying flat. Markers that require resetting only, do not require a survey sheet unless, upon removal from the ground, the marker appears to be too short to be reset without adding to the marker and/or creating a custom-made cast concrete base.

5. Some of the markers listed in this IFP are identified in the Conditions Assessment Reports as fragmented with pieces missing. Some of the markers that are scheduled for treatment and/or resetting may turn out to be incomplete when they are removed from the ground. It is the contractor's responsibility to make every attempt to look for and then rejoin separated fragments. Pieces that cannot be matched or are too small to form a complete grave marker should be marked with the location where they were found and brought to the attention of the client.
 6. Submit conservation treatment plan for approval by the City of New Bedford's Preservation Consultant prior to proceeding with any work. Work may not begin without written approval of the treatment plan by City of New Bedford's Preservation Consultant.
 7. Clean all stones to remove biological growths and general soiling as required to complete the required conservation treatments. This contract does not include total cleaning of every marker. Some species of lichens, particularly on slate markers and sandstone markers, may prove resistant to removal using the specified chemicals and methods. If, after applying the specified treatments some lichens remain, no additional cleaning will be required.
 8. Stabilize all loose fragments of stone and friable areas of stone prior to proceeding with excavation or cleaning.
 9. Complete specified conservation treatments for each marker. Treatments include but are not limited to: Removal and resetting, removal of prior repairs and pins, installing new pins, gluing of pieces separated along cleavage planes, gluing and pinning of pieces broken across cleavage planes or bedding planes, grouting of fissures, cracks and seams, application of mortar caps, composite mortar repairs and laying down of flaking areas as well as attaching new pieces of stone to existing markers and/or creating new cast stone extensions or base for markers that are too short to be reset with the carving or lettering above grade.
 10. Resetting of grave markers includes supplying all sand, gravel, sod and soil required to reset the designated makers as well as all equipment and materials except where noted in the General Conditions of the bid documents.
 11. Document all treatments with digital photographs and notes on treatment documentation sheets during conservation work.
 12. Thoroughly document condition of headstone or footstone after conservation work is complete with digital photographs as well as marked sketches and/or annotated photographs that indicate the locations of individual treatments.
 13. Provide the City of New Bedford with two complete project binders at the end of the project containing the following: Copies of all survey sheets with proposed treatments, copies of final treatment reports plus any field reports, and project correspondence. Include material safety data sheets, and manufacturer's cut sheets for all products. In addition, provide the City with a thumb drive of all of the above plus before, during and after treatment photographs organized by the name(s) of the deceased and the id number assigned to the markers in the survey completed by Building and Monument Conservation in 2018.
- C. Outline of Specific Treatments: The following is an outline of required treatment steps for groups/types of markers but is not intended to address all of the specific treatments that will be required on individual markers. Bidders must review the condition of each marker prior to bidding and satisfy themselves as to the conditions and treatments that will be required.
1. Markers that Require Removal from Ground and Resetting in Order to Complete Conservation Treatments.

- a. Document conditions prior to removal using survey sheet and photography per specifications.
- b. Secure all loose and friable areas with B-72 or water soluble adhesives and tissue paper or cloth prior to removal from the ground.
- c. Number all fragments that are too large to be secured with B-72 using a numbering system based on the existing plot plan and the name and date of the deceased (where legible).
- d. Remove markers that require removal and resetting in order to complete conservation treatments from ground as per specifications and transport to work area. If there are detached fragments, place fragments in clearly labeled plastic bags.
- e. Remove soil residue from stones with water and stiff brushes and wood scrapers. Clean to remove biological growths such as algae, moss and lichens where required to complete conservation treatments such as reattachment of fragments, grouting, patching and mortar caps.
- f. Remove prior adhesive and composite patching repairs. (Remove old pins where applicable)
- g. Re-adhere fragments using specified adhesives and methods. (Install new stainless-steel pins where required)
- h. Laydown flaking areas with specified grouts/adhesives.
- i. Fill cracks, seams and fissures with specified grouts.
- j. Fill areas of loss with specified composite repair materials.
- k. Apply mortar caps on the surface of stones with specified materials if required.
- l. Extend stones that are too short to be reset with tinted concrete or matching stone so that the carving and lettering are above grade. Or, re-set those stones in custom made cast concrete slot bases that will be below grade but allow the lettered portions of the marker to remain visible.
- m. Document the locations of all treatments on survey sheets. Photograph stone during and after treatment with digital photographs.
- n. Reset stone per specifications.

2. Markers That Do Not Require Removal and Resetting to Complete Conservation Treatments.

- a. Document conditions prior to starting treatments using survey sheet and photography as per specifications.
- b. Secure all loose and friable areas with B-72 or water-soluble adhesives and tissue paper prior to starting other treatments.
- c. Remove soil residue and biological growths from stones with water, specified cleaning agents and stiff brushes and wood scrapers.
- d. Remove prior adhesive and composite patching repairs where applicable. (Remove existing pins where applicable)

- e. Clean areas that are to be adhered using compressed air or low-pressure water to remove foreign materials.
 - f. Clean mating surfaces or areas to be adhered or grouted with solvents.
 - g. Re-adhere fragments using specified adhesives and methods.
 - h. Laydown flaking areas with specified grouts/adhesives.
 - i. Fill cracks, seams and fissures with specified grouts.
 - j. Fill areas of loss with specified composite repair materials.
 - k. Apply mortar caps on top surface of stones.
 - l. Document locations of all treatments on survey sheet. Photograph stone during and after treatment with digital photographs as per specifications.
3. Treatment for Markers that Require Resetting Only and No Additional Treatments
- a. Photograph slab markers when the marker has been removed from the ground prior to resetting and a second time after it has been reset. Multipart markers should be photographed before and after resetting.
 - b. Some of the markers designated for resetting only are still in the ground but leaning while others are toppled and lying on the ground. Removal of leaning markers from the ground is a required treatment step. Do not attempt to true stones that are leaning without removing them from the ground first.
 - c. Cleaning of markers designated for resetting only is not required.
 - d. Upon removal from the ground some markers may turn out to be broken and therefore too short to be reset without having the existing carving and lettering above grade. These units should be extended by attaching a new piece of matching stone or composite mortar extension, or, by re-setting them in a new cast concrete slot base section created specifically for this purpose.
4. Treatment for Markers That Have Been Set in Stone or Concrete Surrounds
- a. Document conditions prior to starting treatments using survey sheet and photography as per specifications.
 - b. Secure all loose and friable areas with B-72 or water-soluble adhesives and tissue paper prior to starting other treatments.
 - c. Remove soil residue and biological growths from stones with water, specified cleaning agents and stiff brushes and wood scrapers.
 - d. Remove prior adhesive and composite patching repairs where applicable. Remove failing sealants, caulks, joint compound or mortar from interface with marker and surround. (Remove and replace all ferrous pins, clips or mounts that are holding the stone in the frame.)
 - e. Clean areas that are to be adhered using compressed air or low-pressure water to remove foreign materials.

- f. Clean mating surfaces or areas to be grouted with solvents.
 - g. Re-adhere fragments using specified adhesives and methods.
 - h. Laydown flaking areas with specified grouts/adhesives.
 - i. Fill cracks, seams and fissures with specified grouts.
 - j. Fill areas of loss with specified composite repair materials.
 - k. Repoint interface between marker and surround with specified mortar.
 - l. Document locations of all treatments on survey sheet. Photograph stone during and after treatment with digital photographs as per specifications.
5. Treatments for Markers That Have a Cement Collar Poured Around the Lower Section
- a. Follow treatment steps a-j described above.
 - b. For markers that are lying on the ground and have a cement collar around the lower section, do not reset markers with cement still attached to the stone.
 - c. Remove cement collar and discard.
 - d. Reset the stone in the ground if the lower section is intact and of sufficient length to permit the stone to be set with the inscriptions above grade.
 - e. If the slab marker is too short to be reset, the follow steps outlined below in the specifications for either extending the stone or creating a cast base that will keep will provide below grade support for the stone.
6. Treatments for Markers that have cement applied over a stone slot base.
- a. Follow treatment steps outlined above for stabilization and treatment of the markers but remove cement coating from lower section of marker and stone slot base.
 - b. Reset markers in slot base without cement coating

1.03 SUBMITTALS

- A. Resumes and Qualifications: Contractor shall submit resumes and qualifications for each of the following individuals **with their bids**:

Conservator (s): The names of the proposed Lead Conservator(s), Assistant Conservators and masonry craftspersons shall be identified in the bid. Lead Conservators shall be defined as a professional with training, experience and education in one or more of the following fields: Gravestone conservation, architectural stone conservation and/or museum objects conservation. Lead Conservator shall have extensive experience in the documentation and treatment of historic and culturally significant structures or objects made from stone. Membership in one or more of the following organizations is not a requirement but it will help substantiate a long-term commitment to the profession and knowledge of The Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for the Treatment of Cultural Landscape.

Organizations: American Institute for Conservation, Association for Preservation Technology International as well as local branches, US Icomos, Icom. Training from product manufacturers' shall be counted as a qualification to use certain products but it will not be counted as an indication of broader training in the conservation of cultural and historically significant objects made from stone.

Contractor shall submit resume and a list of prior projects for Lead Conservator and any assisting conservators with the bid. Submittal of Lead Conservator's list of projects shall include at least five examples of projects similar in scope and importance to the work at New Bedford's Rural Cemetery. At least three of those projects must be National Register listed projects successfully completed in the last five years. Project references shall include name, location and date of execution of each project as well as the names and telephone numbers of references for each of the five projects.

In addition to the resumes and qualifications listed above, contractor shall include a list of prior projects completed by the firm. The list of contractor projects and Lead Conservator projects may overlap if the two firms worked together or if the Lead Conservator was a member of the staff of the Contractor at the time that the projects were completed. Contractor to include a brief paragraph for each of the projects submitted that identifies how the work completed, and the materials that were used conform to the standards set out in The Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for the Treatment of Cultural Landscape. Contractor project references for each of the five projects shall include name, location and date of execution of each project as well as the names and telephone numbers of references for each of the five projects. Project references must be from a knowledgeable preservation professional and/or members of the local or state historical commission(s).

- B. Product Data: After the **award of the contract**, submit manufacturer's technical data for each product proposed in the treatment plan including recommendations for their application and use. Include test reports and certifications substantiating that products comply with requirements. Submit material safety data sheets for each product.
- C. Written Description: After the **award of the contract**, submit written program for each phase of conservation including treatment plan, schedule and phasing. Include items for coordination with the client and indication of how surrounding graves, grave markers, monuments and vital plantings will be protected. Describe materials and equipment to be used on site. Describe safety measures that will be taken to protect visitors while the work is underway and to protect the stones from damage while they are out of the ground.
- D. Alternate Methods: If, after the contract is awarded, alternate methods and materials to those indicated in the bid specifications are proposed for any phase of the conservation or resetting work, the contractor shall provide a written description, including evidence of successful use on other comparable projects along with the standard product submittals outlined above. Written approval from the Project Consultant is required prior to substituting any materials or methods. Work completed using substitute materials that does not have the written approval of the Project Consultant shall be rejected as well as any claims for payment until the materials are removed and the work is completed with the approved materials.

1.04 MOCKUPS

- A. Sample of workmanship for stone stabilization with B-72 or water-soluble adhesives and tissue paper or cloth.
- B. The contractor shall submit one sample of removal of prior adhesive repairs and prior composite mortar repairs in locations indicated by project conservator. Samples to be evaluated for methodology and impact on stone.

- C. Contractor to submit one sample of new stone to stone adhesive joints for approval prior to proceeding with balance of repairs. Sample to be evaluated for alignment of fragments, width of joint and absence of any epoxy on the visible surfaces of the stone.
- D. Contractor to submit one sample of grout injection for approval.
- E. Contractor to submit for review one sample of each of the following: tinted mortar fills, composite mortar repairs and mortar caps prior to proceeding with the balance of the work.
- F. Contractor to submit one completed treatment cycle of a slab marker that has been removed from the ground, treated and reset.
- G. Contractor shall submit a sample of a representative conditions assessment and treatment documentation survey sheet prior to starting work.
- H. Contractor to submit sample of mortar fill or patch painted with Kiem mineral paint or approved equal. Sample to be applied to fully cured mortar.

1.05 REFERENCE STANDARDS

- A. Aggregates for concrete: ASTM C33
- B. Mortar Sand: ASTM C144
- C. Bricks: ASTM C216
- D. Mortar: ASTM C270
- E. Stainless Steel Threaded Rod: ASTM A276

1.06 QUALITY ASSURANCE

- A. Statement of Significance: The grave markers and headstones in Rural Cemetery represent some of the most significant grave markers in New Bedford. The burial ground is a designated historic burial ground and is listed on the National Register. All work performed must comply with the United States Secretary of the Interior's Standards for the Treatment of Cultural Landscapes and the AIC Code of Ethics and Guidelines for Practice.
- B. Stone Conservation Contractor: Work shall be performed by firm(s) employing Gravestone Conservators and Restoration Masons working under the guidance of a Lead Conservator. Contractor and lead Conservator must have no less than five years of experience with comparable stone conservation projects. The Contractor shall submit references for five successfully completed projects - at least three of which shall be National Register Listed Properties - and identify the scope of work for each project.
- C. The contractor shall maintain a steady crew for the duration of the project employ a qualified foreman who is present on the job every day.
- D. The following treatments shall not be permitted: 1) Sandblasting, grinding or otherwise abrading the surface of the markers, 2) Covering sections of markers within applications of mortar, polymer modified mortars, bulked polymers, resins, bulked resins, thin-set, setting compounds etc. to fill areas of cracks and/or delamination, 3) Grinding the surfaces to remove excess, mortars, resins, polymers, latex. 4) Leaving exposed areas of adhesives/resins etc. on markers or bases. 5) Honing of weathered surfaces, 6) Laminating historic markers to new pieces of stone. 7) Bonding the individual pieces of multi-part markers to each other with epoxy or other polymer adhesives. 8) Setting compounds in place of mortar. 9) Replacement stone slot bases manufactured with open ends as well as any other

treatments that in the opinion of New Bedford's Historic Preservation Consultant are detrimental to the stone or will detract from the historic value and significance of the marker. New Bedford's Historic Preservation Consultant will be the sole judge of the appropriateness of the treatment.

1.07 JOB CONDITIONS

- A. Take whatever precautions are necessary to protect all of the grave markers in this contract as well as adjacent markers, graves and monuments from damage resulting from work under this section or other related sections of work. Take all precautions that are necessary to protect the safety of visitors to the burial ground when work is underway, contractor's equipment is on site and markers have been removed from the ground.
- B. Prevent mortar and patching compounds, adhesives, resins etc. used in conservation and repair work from staining the stones under treatment or any adjacent stones, masonry, bronze etc. Prevent damage from other materials or chemicals used on the project.
- C. Work shall not be permitted in freezing weather unless the work area has been enclosed and heated to maintain a constant temperature and humidity.
- D. Materials shall be used only at the manufacturer's recommended and temperature and humidity tolerances. In case of conflict between standards on the project, the more stringent shall apply.
- E. Removal of markers from the burying ground to a secure, heated conservation studio is encouraged in order to complete the project within the required time frame. Up to ten (10) markers may be removed at any one time. Return completed markers prior to removing any additional markers. Provide the City of New Bedford and the project conservator with an inventory of markers to be removed. Specify where the markers will be taken and how they will be transported. The workspace must be secure from theft and contain smoke alarms and fire suppression equipment. The space must be available for review prior to transporting the markers and while the work is underway. The inventory shall include a digital photograph of the entire marker inclusive of any fragments as well as the name(s) of the deceased and the map identification number. Update inventory immediately when the markers are returned to the burying ground.

PART 2: PRODUCTS

2.01 MATERIALS GENERAL

- A. Comply with referenced standards and other requirements indicated applicable to each type of material required.
- B. Reference in the specifications to materials by trade name is to establish a standard of quality. It is not intended to exclude other manufacturers whose materials that, in the judgement of the project conservator are equivalent to those named based on sample panels.

2.02 MORTAR MATERIALS FOR FILLS, REBUILDING AREAS OF LOSS and MORTAR CAPS

- A. Composite Repair Mortars
- B. Non-Polymer Modified Composite Repair Mortars for filling areas of loss in Slate or Marble: Jahn M-70, Jahn M-120, 160 from Cathedral Stone Products. 8332 Bristol Court, #107, Jessup, Maryland 20794 (800) 684-0901
- C. Polymer Modified Composite Repair Mortars for Mortar Caps and Seamfills on Slate

Marker: Edison Custom System 45 from Edison Chemical Systems, Inc. 25 Grant Street, Waterbury, CT 06704 (203) 597-8044

- D. Hydraulic Lime Based Repair Mortar for Filling Seams and areas of Loss on Marble and Sandstone Markers: Lithomix from St Astier available from LimeWorks.us 215-536-6706
[Email LimeWorks.us](mailto:info@limeworks.us)

2.03 GROUT MATERIALS

- A. Acryloid B-72 (Ethyl Methacrylate Copolymer) dissolved in solvent. Concentrations to vary depending on the depth and width of the crack or void to be filled. Large voids to be filled with B-72 bulked with an inert material such as fine silica sand. Exact proportions to be determined by conservator in the field based on the size of the area to be filled and other requirements such as the ability of the mix to flow evenly through the area.
- B. Hydraulic Lime Grout for fills and injecting into voids 1 part hydraulic lime. (Available from LimeWorks.us 215-536-6706 [Email LimeWorks.us](mailto:info@limeworks.us)) and 2.5 –3 parts fine sand and/or stone dust and inorganic pigment as required to match color of slate or marble. Not to exceed ASTM ratios of pigment to binder. Hydraulic lime Injection Grout and Crack Filler as manufactured by Void Span or approved equal. www.voidspan.com

2.04 MATERIALS FOR THE STABILIZATION OF LOOSE FRAGMENTS PRIOR TO REMOVAL OR OTHER TREATMENTS.

- A. Acrylic Resin B-72 and Japanese tissue paper applied to the surface of the friable or loose stone. B-72 to be dissolved in solvent such as acetone. Percentage of solids to solvent to be field tested. Approximately 5%. For situations where a water-soluble adhesive is appropriate: Methyl Cellulose or Polyvinyl Alcohol can be used to lay down the tissue paper or cloth.

2.05 STONE ADHESIVES FOR NON-STRUCTURAL REPAIRS AND LAYING DOWN OF STONE FLAKES, AND VERY SHALLOW AREAS OF EXFOLIATION.

Paraloid Acrylic Resin B-72 (100%) dissolved in solvent such as acetone. Percentage of solids to solvent to be field tested. Tubes of 10% paraloid B-72 in acetone can be obtained from Talas, 330 Morgan Ave., Brooklyn, NY 11211 (212) 219-0770 www.talasonline.com or other conservation supply companies.

2.06 STONE ADHESIVE FOR STRUCTURAL REPAIRS AND PINNING

- A. Exterior grade flowable and paste epoxies that are moisture tolerant and specifically manufactured for the structural repair of stone and masonry. Bonstone Materials Corporation or approved equal.

2.07 CLEANING AGENTS FOR REMOVING SOILING PRIOR TO ADHESIVE REPAIRS

- A. Water: All water shall be clean potable water. If potable water is not available at jobsite contractor must provide clean potable water.
- B. Non-Ionic Detergents: Triton X 100 available from Talas, 568 Broadway, New York, NY 10012 (212) 219-0770
- C. Concentrated Soap: Vulpex Soap available from Talas, 568 Broadway, New York, NY 10012 (212) 219-0770
- D. Synthetic Anionic Detergent: Orvus WA Paste available from Talas, 568 Broadway, New York, NY 10012 (212) 219-0770

2.08 CLEANING AGENTS FOR REMOVING BIOLOGICAL GROWTHS

- A. D2 Biological Cleaner by D/2 Biological Solutions, Inc PO Box 3746 Westport, MA d2bio.com or approved equal.

2.09 TOPICAL COLORING AGENT FOR COLOR MATCHING OF MORTAR PATCHES, SEAMS AND CRACK FILLS ON SLATE MARKERS

- A. Kiem Purktistalat silicate paints available from Kiem Mineral Systems, #62 Port Lewes, Lewes, and Delaware 19958 (302) 644-1007 Fax (302) 644-0866
- B. Silin Stain from Cathedral Stone Products. 8332 Bristol Court, #107, Jessup, Maryland 20794 (800) 684-0901

2.10 PINS FOR STRUCTURAL REPAIR OF FRAGMENTS

- A. Stainless steel Threaded rod grade 304 or better.

2.11 SOLVENTS FOR FLUSHING CRACKS AND FISSURES AND FOR PREPARING MATING SURFACES PRIOR TO GROUTING OR ADHESIVE REPAIRS.

- A. Acetone (CH₃)₂CO
- B. Ethanol-D6 Anhydrous - May be mixed with water.

2.12 SOIL MATERIALS

- A. Structural Fill: Provide gravel, sandy gravel, or gravelly sand free from organic material. Loam, trash, snow, ice, frozen soil and other objectionable materials and well graded within the following limits:

Sieve Size Passing Through	Percent Finer by Weight
6 inches	100
No. 4	30-90
No. 40	10-50
No. 200	0-8

- B. Crushed Stone: Provide clean, washed crushed stone free of fine materials and graded within the following limits:

Sieve Size Passing Through	Percent Finer by Weight
6 inches	100
¾ inch	90-100
½ inch	20-30
No. 4	0-5
No. 40	0-5
No. 200	0-5

2.13 PINS FOR STONE TO STONE PINNING AT MULTIPART MARKERS

- A. Replace all existing steel pins with grade 304 or better stainless-steel threaded rod matching the existing diameters and cut to the necessary lengths.
- B. For two and three piece markers and monuments that were not previously pinned, utilize two 5/8" diameter grade 304 or better stainless steel pins cut to length from threaded rod.

- 2.14 BED MORTAR FOR SETTING TWO AND THREE PIECE MARKERS AND UPRIGHT MONUMENTS.
- A. Setting Mortar shall be: 1-part Type 1 White Portland Cement or a combination of Type I/Type II Portland Cement as required to match existing mortar color, 1 Part Type S lime and 6 parts mortar sand.
 - B. Pointing Mortar for White marble shall be: 1-part Type 1 White Portland Cement or a combination of Type I/Type II Portland Cement as required to match existing mortar color, 1 Part Type S lime and 6 parts mortar sand.
 - C. Pointing Mortar for Granite to Granite Joints shall be tinted with alkali resistant colors specifically formulated for use with cement.
- 2.15 CEMENTITIOUS GROUT FOR SETTING STAINLESS STEEL PINS OR SETTING UPRIGHT MARKERS IN SLOT BASES
- A. Mortar for setting pins and setting stones in slot bases shall be: A soft mortar that is durable but can be reversed in the future containing either Type I/II White or Light Gray Portland Cement and Type S lime and aggregate, or Naturally Hydraulic Lime (NHL 3.5) and aggregate, or Type S Dolomitic lime plus additives to make the mortar hydraulic. Ratio of binder to aggregate shall not be less than 1:2.5 or greater than 1:7
- 2.16 REPLACEMENT STONE: (For Extending Broken Stones)
- A. Marble: Vermont Marble available from Vermont Quarries, 88 Church Street, Rutland, Vermont 05701 (802) 775-1065 or approved equal.
 - B. Slate: New or Salvaged slate to match color and texture of historic material. Portland Munson Slate available from Sheldon Slate Products, 38 Farm Quarry Road, Monson, ME 04464 207-997-3615, or approved equal.
- 2.17 GRAVEL
- A. Construction grade gravel ranging in size from 1/4" to 1" as required.
- 2.18 NEW CAST CONCRETE MIX SLOT BASES FOR RESETTING SHORT STONES
- A. Cast concrete shall be made from cast stone mix containing Type I/II White or Gray Portland Cement and graded aggregate. Hardened and cured mix shall reach a minimum compressive strength of 6,500 psi after 28 days.
 - B. Cast concrete bases shall contain a custom-made slot that allows the marker to be inserted into the slot and a weak grout to be placed between the marker and the sides of the slot in the base. Concrete base shall hold the marker in place securely but allow for drainage of water out of the slot.
- 2.19 CAST CONCRETE FOR EXTENDING SHORT STONES
- A. Cast concrete shall be made from cast stone mix containing Type I/II White or Gray Portland Cement and graded aggregate. Hardened and cured mix shall reach a minimum compressive strength of 6,500 psi after 28 days.

PART 3: EXECUTION

3.01 TREATMENT PLAN

- A. Conservator is to submit for review, a detailed treatment proposal for the grave markers scheduled for treatment. Conservation plan is to include any changes in scope, materials and/or methodologies from what has been specified. No work may commence on the markers until the treatment plan has been reviewed and approved. Treatment plan to include detailed descriptions of materials and methods to be used in each treatment as well as manufacturer's data on each product. Material Safety Data Sheets for each product to be submitted separately. Treatment plan to include sequence of treatments.

3.02 DOCUMENTATION

- A. Survey Sheet: Each marker that is treated under this contract shall have an individual survey and treatment sheet. The survey sheet shall record the plot number of the marker as indicated on the existing survey, the name of deceased, (where legible) and the year of death. The survey sheet shall contain an outline sketch of the marker and/or a photograph. All conditions and treatment must be noted on the sketch or photograph. The type of material and the rough dimensions of the marker shall also be recorded on the survey sheet. A sample survey sheet shall be submitted at the start of the contract. Two sets of completed survey and treatment sheets shall be placed in archival sleeves and turned over to the City of New Bedford in binders with the balance of the project documentation when the project has been completed. The two project binders shall contain all survey and treatment documentation sheets plus hard copies of the manufacturer's data sheets and MSDS sheets for all products used in the treatments. In addition, all before, during and after digital photographs as well as digital copies of the survey and treatment sheets shall be placed on an external thumb drive and presented to the client. Provide four thumb drives with the complete documentation.
- B. Photo-documentation: Each marker that is treated under this contract shall have at least 6 views photographed with a digital camera that records images in not less than 6 megapixels. The views shall show the markers from the front and back or top or side depending on the scope of the treatments. There shall be at least two views taken before, during and after treatment. All photographs of the before treatment phase are to be reviewed prior to starting treatments. Dark or unreadable photographs should be redone. All photographs are to be labeled electronically with the map identification number and name of the deceased and submitted with the documentation binders on an external thumb drive as per the above paragraph

3.03 PRE-CONSOLIDATION/STABILIZATION PRIOR TO TREATMENTS

- A. The goal of pre consolidation shall be to secure all loose, semi-detached or friable areas against loss during other conservation treatments including pointing and cleaning. Contractor will be held responsible for losses on the stone that take place during conservation treatments therefore the extent of pre-consolidation shall be that which is in the contractor's judgment sufficient to secure against losses. Submittal shall be for materials and methodology not extent of pre-consolidation.
- B. Acrylic Resin B-72 dissolved in a solvent such as acetone approximately 5% solids shall be applied with a brush to areas requiring pre-consolidation. Japanese tissue paper shall be applied to wetted areas. Additional solution of B-72 may be applied over tissue paper. Where conditions permit, water soluble adhesives may be substituted for B-72.

3.04 REMOVAL OF PRIOR MORTAR FILLS AND COMPOSITE MORTAR REPAIRS

- A. Pre-consolidation as described above shall precede all raking out of joints, removal of mortar caps and prior composite mortar or adhesive repairs. It is the conservator's responsibility to preconsolidate all loose and friable areas of stone prior to starting other treatments.
- B. Surface tension and bond of prior repairs may be broken using power tools such as small diamond cutting wheels, Drummel Tools and small pneumatic chisels. All other removal to be performed by skilled craftsmen using hand tools. Use of handheld grinders or other power tools shall be only after demonstrated proficiency by each craftsman/conservation technician on selected control areas. Cutting wheel shall not be brought in proximity with stone surface or edges. Cutting wheels shall be used only to break the bonds to create entry points for hand tools. Every precaution shall be taken not to damage, nick, scar or abrade the stone.

3.05 MORTAR FILLS AND MORTAR CAPS -GENERAL (Sandstone and Slate Markers)

- A. The goal of mortar fills and caps is to create the maximum water shedding fill, joint or seam for each particular configuration of stone.
- B. Surface of fill shall be tooled and slicked to conform to the contours of the edge of the stone in order to achieve maximum water shedding.
- C. Mix mortar to specified proportions and in conformance with the color and texture of approved samples.
- D. Apply mortar to stone that has been properly prepared and is free of dirt, soiling and any loose or friable material or surface accretions that may have a detrimental effect on the bond. Wet stone to avoid excess absorption of moisture from mortar.
- E. Apply mortar in consecutive lifts where required to avoid excessive shrinkage.
- F. Moist cure mortar for a minimum of seven days or until mortar is properly cured.
- G. When mortar has cured, tint surface of mortar with approved product.

3.06 MORTAR APPLICATION FOR FILLS AND MORTAR CAPS

- A. First layer to create a uniform depth for later applications and to be thoroughly compacted into cavities: apply mortar to a maximum thickness of 3/8".
- B. After voids have been filled to a uniform depth, apply remaining mortar in successive 1/4" thick layers: fully compact each layer and allow to dry to thumbprint hardness before applying next layer.
- C. When final layer is thumbprint hard, tool to match approved sample.
- D. Avoid feather-edging of mortar joint.
- E. If existing stonework has rounded edges from wear, recess slightly the mortar from face of stone surface.
- F. Immediately after completion, remove excess mortar by light brushing with a natural bristle brush. Do not leave encrusted matter.

G. Keep mortar damp for 48 hours after pointing to permit proper hardening of mortar. Cover masonry temporarily with burlap, which is moistened periodically. Cover wall with plastic sheets temporarily to prevent evaporation. Continue to moisten for up to seven days if required because of high temperatures or high winds. Protect mortar from overnight rain.

H. For proprietary mortars; follow manufacturer's directions for applying and curing mortars.

3.07 CLEANING AFTER MORTAR FILLS OR PATCHING OR GROUTING

A. The face of all stonework shall be thoroughly cleaned after completion of the pointing and other work liable to soil the stone. The stonework shall be gone over and any mortar splashes or smears shall be carefully removed from the surface with scrapers.

B. The cleaning shall be done with clean water applied vigorously with fiber brushes. After cleaning with brushes, the stone shall be thoroughly rinsed with clear water. Proprietary cleaning compounds containing caustic agents, intended for removing mortar smears shall not be used. The goal is to remove all smears before they set so that caustic agents are not required.

3.08 CLEANING OF MARKERS

A. The goal of the stone cleaning is to produce a surface that is free of organic growths and general soiling prior to adhesion, grouting or application of repair mortars. This includes removal of all surface dirt and encrustations that could impede the treatments.

B. Pre-Wet surface of stone with potable water. Apply D2 Biological cleaner to stone surface using a natural bristle brush. Allow cleaner to remain on surface for length of time determined in cleaning mock-ups. Rinse surface with water with low pressure from garden hose or equivalent.

C. Repeat water and D2 or proceed to clean with other specified cleaning agents as determined by the results of cleaning mock-up.

3.09 RE-ADHESION OF STONE (NON-STRUCTURAL)

A. Prepare mating surfaces of stone that is to be re-adhered by cleaning surfaces until surfaces are free of dirt, sand, old grout, old mortar, ferrous metal stains or deposits and organic materials. After cleaning with specified cleaning agents clean with specified solvents just prior to apply adhesive materials.

B. Loose pieces of stone shall be reattached with Acrylic Resin B-72 dissolved in a solvent such as acetone. Approximately 10%-15% solids. Area of stone to receive reattachment and piece to be reattached shall be thoroughly coated with adhesive. Secure fragment until adhesive is set. Secure with reversible means. Clean surface of stone so that no adhesive residue remains on surface.

3.10 B-72 INJECTIONS FOR AREAS OF SHALLOW EXFOLIATION

A. Using a hypodermic needle, inject solvent into crack or fissures to clean surfaces. After solvent has evaporated inject Acrylic B-72 10-15% by volume in solvent. Wipe surface clean and remove any excess with solvent. Hold acrylic back ½ inch from face of seam with clay. Remove clay and grout seam face with either Edison Custom 45 Tinted to match or bulked and tinted B-72.

3.11 ADHESIVE REPAIRS (STRUCTURAL)

- A. Prepare mating surfaces by removing prior adhesives where applicable and cleaning to remove soiling with detergents as specified above. Use solvents to remove any oil or grease from the mating surfaces.
- B. Lay fragments to be adhered on clean flat surface if marker has been removed from ground and locate the centerline of holes for pins. The diameter of the pin shall not exceed 20% of the width. Minimum pin embedment on either side of the joint shall be three inches. Holes shall be 1/16" larger than the diameter of the pin.
- C. Drill holes to receive pins where applicable. Blow dust out of drill holes. Test fit by placing pins in holes and dry setting. Set pins in edge of one fragment with epoxy and then dry set fragments to ensure that the pins are in the proper locations. mate surfaces. Do not apply epoxy to mating faces or other end of pin at this point. Adjust fit using clamps and jigs to hold stone in place. It is important that proper mating be achieved at this point. When the epoxy in the pin holes has set, separate pieces and apply epoxy to other end of pins and sparingly along mating surfaces. Reclamp stones and keep under pressure until epoxy has set. Set time will vary depending on temperature of air and stone.
- D. For fragments that will not be pinned, follow steps above for cleaning and dry setting to ensure proper fit. Use clamps and jigs as required to secure pieces.
- E. For Fragments to be adhered while marker is still in the ground follow steps above for cleaning. Use jigs and flat surfaces clamped to the stone in order to achieve best possible mating of surfaces.
- F. Mix and apply adhesives as per manufacturer's recommendations.
- G. Hold glue line away from face of stone in order to grout seam with tinted grout. Immediately remove any adhesive residue that has flowed over the face of stone using acetone or other solvent.
- H. Apply a tinted grout to the seam after the structural epoxy has set. Grout in seam should be flush with edges of stone on either side of the repair.

3.12 REMOVAL OF MARKERS FROM THE GROUND

- A. Carefully dig on both sides of the marker without damaging or scraping the marker.
- B. If lifting equipment is required to lift the marker out of the hole, carefully place straps around marker so that the straps will not abrade or scratch the stone. For soft or friable stones such as deteriorated marble, place moving blankets around marker prior to securing straps and lifting marker.
- C. Store markers or component pieces of markers in a safe location. Cover markers when necessary to prevent damage or soiling.

3.13 REMOVAL OF OLD SETTING MORTARS FROM STONES OR SLOT BASES

- A. Carefully remove existing setting mortars with handheld chisels being careful not to damage the edges or faces of the stones.
- B. Completely remove old setting mortar in order to ensure a good bond for the new setting mortar.

3.14 REMOVAL OF EXISTING FERROUS PINS AND/OR EPOXY ADHESIVES FROM EXISTING PIN CONNECTIONS

- A. Carefully remove existing pins by either drilling into the grout, mortar or epoxy around the pin until the pin is free or by core drilling around existing pins.

- B. After core drilling carefully remove any remaining cement in the setting holes by chipping out the cement with small chisels.

3.15 RESETTING OF TWO AND THREE PART MARKERS

- A. Relevel lowest unit of multi-part markers using gravel and/or shim stones prior to setting additional units on top. Depending on the existing conditions, provide six inches of gravel beneath the lowest unit if the existing is sitting on soil.
- B. Use stainless steel pins set in existing holes between units or drill new holes if none are existing. Holes should be 1/8" to 1/4" larger in diameter than the pin and 1/2" deeper than the length of the pin.
- C. Set pins in specified grouts. Do not set pins in epoxy or other types of adhesives without prior approval. (Connections should remain reversible in the future) Do not adhere the individual units of two- and three-piece markers to each other with epoxy.
- D. Set units of two- and three-piece markers and monuments on full mortar beds. Use wood wedges placed in the joints to control thickness of setting beds. Do not use shims that will remain as part of the setting bed. Maintain existing joint thicknesses. Do not set historic markers in joint compound.
- E. Compress setting mortar to a depth 2.5 times the joint height in order to prepare for the final pointing.
- F. Point joints using specified mortars. Use white mortar for white marble and tinted mortars for colored stones such as granite or sandstone. Tint mortar to match the base color of the stone.

3.16 RESETTING SINGLE PIECE UPRIGHT MARKERS (SLAB MARKERS)

- A. Carefully remove and retain sod with topsoil retained in the root systems. Following sod removal, remove topsoil down to a depth where it becomes sandy and retain for reuse. Remove balance of earth to required depth without damaging marker. If marker is broken below grade search soil for fragments and reattach fragments. If no fragments are located proceed to extend the stone or manufacture a custom slot base so that it can be set with the letting and carving above grade.
- B. Shoring and Bracing: Slope excavations and provide shoring and bracing as needed to prevent collapse of the soil.
- C. Mark site of excavation with caution tape and orange cones and protect area by covering hole with plywood to prevent anyone from stepping into hole.
- D. Dewatering and Drainage: Remove water from hole using appropriate methods and protect excavations from surface runoff.
- E. When resetting single piece upright markers, place backfill in lifts of not more than 6" and compact material around grave marker prior to starting next lift. Brace the grave markers as required while surrounding them with compacted structural fill. Replace topsoil and sod to existing depths.
- F. Disposal: Dispose of excess materials off site in a legal manner.
- G. Cold Weather: Do not reset grave markers when temperatures are below freezing, or the fill could freeze prior to compaction.
- H. Stockpile soil, sod and inorganic soil removed from grave on site in separate piles for reuse.

- I. Protect all grave markers from damage during excavation and backfill operations.

3.17 RESETTING MARKERS IN EXISTING OR NEW SLOT BASES

- A. Reset slot base on six inches of compacted gravel and sand. Do not widen holes so that fill is visible around the edges of the base. Set slot base to its original depth so that top of base is at or just above grade for historic markers with existing slot bases. Set new slot bases created for broken markers below grade so that concrete base is not visible.
- B. After slot base has been cleaned of old mortar and re-set, set upright portion of marker in slot using specified grout/mortar. Compress setting grout/mortar and add another lift of mortar to create a bevel that will shed water away from the slot. Brace markers in place until setting mortar has cured and slab will not shift.
- C. Do not cut the bottom edge of broken markers to make a level edge if the break occurs in an area of carved lettering or decorative carving.

3.18 CASTING OF NEW SLOT BASES

- A. Cast new concrete bases using wood forms and a removable insert to create the slot. Slot in base should be wide enough on all sides to allow for a soft mortar to be installed between the stone and the concrete. Slot should contain drainage holes to keep water from accumulating in the slots.

3.19 EXTENSIONS TO SLAB MARKERS THAT ARE TOO SHORT TO BE RESET

- A. Stone extensions: Markers that are too short to be reset in the ground without covering the existing lettering and carvings can be extended with natural stone in the same manner that fragments of broken markers are reattached. See paragraph 3.11 Adhesive Repairs (Structural). The new piece of stone must be of the same width and thickness as the original and from the same geological class of stone, i.e. marble with marble and slate with slate. The new piece of stone must be coped out to mate with existing piece of stone without removing any of the historic material that contains carving or lettering.
- B. Cast Extensions: Secure pins bent to form an “L” or “J” shape into holes drilled into the bottom edge of stone using the approved exterior grade stone epoxy. Create a 3 sided wood frame the size of the required extension and place on plastic covered work bench. Place bottom edge of with pins epoxied into maker into open end of frame. Seal all seams and voids with fast setting sealant. Mix tinted concrete with slump required to work concrete around the J pins set in the stone. Make sure concrete is well consolidated around bend pins set in stone and is in contact with the entire bottom edge of the stone. Moist cure concrete for a minimum of 36 hours prior to removing the form and lifting the marker. Fill any voids/gaps/seams between new concrete extension and original stone with approved repair mortars and grouts.

3.20 TREATMENT OF MARKERS THAT ARE SET IN GRANITE SURROUNDS

- A. Remove failing sealants, caulks, mortar etc from gap between marker and surround. Check adhesion of marker to stone surround. If marker is loose enough to remove, then remove marker and store in safe place temporarily and notify Project Conservator prior to proceeding with any additional steps or re-adhering the marker to the surround. Repoint gap between marker and surround with approved mortars. Use sealants only with the approval of the Project Conservator.
- B. Markers that are going to be reset in the granite surround should be reset with reversible methods and materials. Acceptable methods include but are not limited to using lead wool or lead shims to set the marker, recaulking the perimeter seams with sealant but not the back of the monument, installing reversible hidden connections manufactured from non-ferrous metal and/or other non-corrosive materials.

3.21 TREATMENT TO MARBLE MARKERS WITH SLOT BASES IN SITUATIONS WHERE THE ORIGINAL MARBLE TENON THAT WAS INSERTED IN THE SLOT BASE IS BROKEN OR MISSING

- A. A number of markers were constructed with marble tenons that fit into slots in marble, granite or sandstone bases. Many of these tenons are either broken with portions remaining in the slot bases or are missing altogether.
- B. For markers where the tenon is broken but remains in the slot base repair marker using epoxy and stainless-steel pins.
- C. For markers where the tenon is missing, fill the slot with mortar and insert stainless steel pins between the slab and the slot base.

3.22 REMOVAL OF EXISTING CEMENTITIOUS COATINGS

- A. A few markers have been treated with a Cementous coating applied over the edges of delaminating stone. Carefully remove coatings using hand chisels. Apply mortar caps as outlined above to delaminating slate or sandstone.

3.23 BROKEN SLOT BASES

- A. Repair broken granite or sandstone slot bases in the same manner as a broken marker using epoxy and where appropriate, stainless steel pins.

Silence of Specifications

The apparent silence of these specifications as to any detail or omission from it, or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

GENERAL PERFORMANCE OBLIGATIONS OF THE CONTRACTOR

City will supply:

- Water, dirt, gravel, sand, loam and plywood for the project;
- Staging area to park two vehicles;
- Small onsite dry storage
- Conservators must use the Dartmouth Street entrance and conduct the work between the hours of 7:00 AM and 5:00 PM, Monday through Friday.

Rural Cemetery BASE BID Markers – 140 in Number

For marker location and general description of the conditions and recommended treatments please refer to the **Maps** within Attachment C and the **Summary of Survey Results for Grave Markers** in Attachment B.

Sixteen (16) Safety Hazard Markers

- 1) B1-35
- 2) B2-53
- 3) D1-3
- 4) D3-1
- 5) D3-29
- 6) D5-29
- 7) D6-19
- 8) E3-2
- 9) E4-15
- 10) E5-6
- 11) E5-35
- 12) E6-18
- 13) E7-6
- 14) E8-21
- 15) F2-1
- 16) F6-16

One Hundred Twenty Four (124) Priority 1 & 2 Markers

- 59) Markers within **Section B1**
- 43) Markers within **Section B3**
- 22) Markers within **Section B5**

Rural Cemetery ALTERNATE BID Markers - Increments of 5 in Number

Alternate Bid shall be the addition of markers in increments of 5 (five) in number, above the identified 140 markers, not to exceed the established fee of \$100,000 for the project. The additional markers would be located in **Section A-3**.

Rural Cemetery New Bedford, MA Summary of Survey Results for Grave Markers

See Following pages

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
A1-1	illeg.	slab - fs	marble	set in concrete collar	remove concrete collar and set in ground	2
A1-2	Barker, Charles	slab - hs	marble	lying on the ground	reset, no additional treatments	1
A1-3	Greene, Eleanora	slab - hs	marble	lying on the ground	reset, no additional treatments	1
A1-4	Peirce, Ann	slab - hs	marble	tilting	reset, no additional treatments	1
A1-5	Peirce, Asa	slab - hs	marble	broken in 3 pieces	adhere fragments and reset	1
A1-6	Jennings, Perry	3 units	granite/marble	prior adhesive repair, upper unit broken	remove prior adhesive repair, reattach fragments at upper unit, reset with stainless steel pins	1
A1-7	Bromwell, Elizabeth	3 units	granite/marble	toppled, prior adhesive repairs, second unit broken	remove prior repairs at 2nd unit and reattach fragments, reset with pins	1
A1-8	Bosworth, Peggy	3 units	granite/marble	toppled, ferrous pins, adhesive repairs	remove pins from 3rd unit, remove adhesives and mortar from 2nd, repair loss and reset	1
A1-9	Bosworth, Samuel	3 units	granite/marble	loose on base, cracks at 2nd and 3rd units	remove bronze pins and reset with stainless steel, grout cracks at 2nd and 3rd units	1
A1-10	Bosworth, Charles	3 units	granite/marble	toppled	reset with st. st. pins	1
A1-11	Bosworth, Darius	3 units	granite/marble	loose on base, cracked at pin locations, missing section at 2nd unit	remove pins, grout cracks, patch loss at 3rd unit, and reset with st. st. pins	1
A1-12	Bosworth, infant	3 units	granite/marble	toppled, sealants at adhesives at 2nd unit	remove sealants and adhesives at 2nd unit, reset with st. st. pins	1
A1-13	Tripp, Almanza	slab - hs	marble	tilting	reset, no additional treatments	2

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
A1-14	Tripp, Caroline	2 units	granite/marble	toppled, prior adhesive repairs, second unit broken	remove prior adhesive repair, reattach fragments at second unit, reset with stainless steel pins	1
A1-15	Aiken, John	3 units	granite/marble	loose on base, prior grout and caulk at 3rd unit	disassemble, remove sealant and grout at cracks, fill losses, and reset with st. st. pins	1
A1-16	Aiken, Laura	2 units	brownstone/marble	broken at 2nd unit, sealants in slotbase	remove sealants and adhesives, clean out slotbase, reattach fragments and reset in base	1
A1-17	Aiken, Ellen	3 units	granite/marble	loose, ferrous pins, losses at 3rd unit	remove existing pins, fill losses at 3rd unit, grout cracks, and reset with st. st. pins	1
A1-18	illeg.	slab - hs	marble	broken, lower section missing	extend marker and reset in ground	1
A1-19	Lewis, James	3 units	granite/marble	loose, cracked at pin locations	disassemble, remove pins, grout cracks and reset with st. st. pins	2
A1-20	illeg.	slab - fs	marble	set in slotbase, lying on the ground	reset, no additional treatments	1
A1-21	Allen, Mary	slab - fs	marble	set in slotbase, lying on the ground	reset, no additional treatments	1
A1-22	illeg.	slab - hs	marble	broken, lying on the ground	pin upper section to fragment in slotbase	1
A1-23	Clark, Charles	3 units	marble	loose, 2nd unit broken in several pieces	repair or make new 2nd unit, reset with st. st. pins	1
A1-24	Russell, Lydia	slab - hs	marble	tilting, set in concrete collar	remove concrete collar and set in ground	1
A1-25	Russell, illeg.	slab - hs	marble	tilting	reset, no additional treatments	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
A1-26	Russell, Stephen	slab - hs	marble	tilting	reset, no additional treatments	1
A1-27	Ca..., John	3 units	granite/marble	toppled, ferrous pins, broken at 3rd unit	remove ferrous pins, adhere fragments, and reset	1
A1-28	O'Connor, M.	3 units	granite/marble	toppled	reset with st. st. pins and grout	2
A1-29	illeg.	slab - hs	marble	tilting	reset, no additional treatments	2
A1-30	Perry, Samuel	slab - hs	marble	lying on the ground	reset, no additional treatments	1
A1-31	illeg.	slab - hs	marble	lying on the ground, broken in 2 pieces	adhere fragments, grout seams, and reset	1
A1-32	illeg., Fanny	2 units	granite/marble	toppled, cracked at pin locations, broken	remove existing pins, reattach fragments at 2nd unit, reset with st. st. pins	1
A1-33	illeg.	slab - hs	marble	tilting	reset, no additional treatments	2
A2-1	Ha..., Eliza	3 units	granite/marble	loose, cracked at pin locations	reset with st. st. pins, and grout cracks	2
A2-2	Lewis, Frank	2 units	granite/marble	broken at upper unit	adhere fragments and reset on base	1
A2-3	Spade, Ada	2 units	granite/marble	loose	reset with st. st. pins	2
A2-4	Anderson, Gabriel	slab - hs	marble	broken	readhere fragments and reset	1
A2-5	Devoll, George	3 units	granite/marble	cracked at 2nd and 3rd units	grout cracks	2
A2-6	Franklin, George	3 units	granite/marble	cracked at pin locations	grout cracks	2
A3-1	S.C.J.	slab - fs	marble	lying on the ground	reset, no additional treatments	1
A3-2	Hurll, Sarah	3 units	granite/marble	cracked at pin locations	grout cracks	2
A3-3	illeg., Pease	3 units	granite/marble	cracked at pin locations	grout cracks	2
A3-4	Higgins, Charlie	3 units	brownstone/marble	toppled, mortar in 2nd unit slot, ferrous pins	remove ferrous pins and old mortar, reset with new st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
A3-5	Higgins, Carrie	3 units	brownstone/marble	toppled, ferrous pins, broken 2nd unit, mortar in slot	remove old mortar and ferrous pins, adhere fragments at 2nd unit, reset with st. st. pins	1
A3-6	illeg., Willie	2 units	brownstone/marble	toppled, upper unit broken	adhere fragments at upper unit, reset in base	1
A3-7	Himes, Eliza	3 units	granite/marble	loose, 2nd unit broken, cracks in 3rd unit	adhere fragments 2nd unit, grout cracks, reset with st. st. pins	1
A3-8	Himes, Palmer	3 units	granite/marble	loose, cracks at pin locations	remove existing pins, and reset with st. st. pins, grout cracks	2
A3-9	illeg.	slab - fs	marble	lying on the ground	reset, no additional treatments	1
A3-10	illeg.	slab - hs	marble	lying on the ground	reset, no additional treatments	1
A3-11	illeg.	slab - fs	marble	lying on the ground	reset, no additional treatments	1
A3-12	Ellis, Thomas	slab - hs	marble	broken in 2 pieces, cracked	reattach fragments, grout cracks, reset	1
A3-13	Howland, illeg.	slab - hs	marble	broken in 2 pieces, cracked	remove old adhesive, adhere fragments, reset	1
A3-14	Howland, illeg.	slab - hs	marble	toppled, broken, lower section missing	extend marker and reset in ground	1
A3-15	illeg.	slab - fs	marble	tilting	reset, no additional treatments	2
A3-16	illeg.	slab - fs	marble	tilting	reset, no additional treatments	1
A3-17	Tallman, Sibyl	slab - hs	marble	toppled, broken in 2 pieces	adhere fragments and reset	1
A3-18	Gross, Mary	3 units	granite/marble	toppled, prior repairs	remove existing pins and old adhesive, reattach fragments, reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
A3-19	Gross, Rebecca	3 units	granite/marble	toppled, prior repairs	remove existing pins and old adhesive, reattach fragments, reset with st. st. pins	1
A3-20	illeg.	3 units	granite/marble	toppled, broken at upper unit, prior repairs	remove prior repairs, reattach fragment at 3rd unit and grout cracks	1
A3-21	illeg.	3 units	granite/marble	toppled, ferrous pins, prior repairs at 3rd unit	remove pins and old adhesive, reattach fragments, grout seams, reset with st. st. pins	1
A3-22	Gross, Sylvia	3 units	granite/marble	loose, caulk at 2nd unit slot	remove old caulk and reset upper unit	2
A3-23	Howland, Parrish	3 units	granite/marble	toppled, 2nd unit broken	repair broken 2nd unit, remove pins, reset with st. st. pins	1
A3-24	Howland, Silas	3 units	granite/marble	middle unit missing	fabricate middle unit, reset with st. st. pins	2
A3-25	Howland, William	3 units	granite/marble	loose, patch repairs at 2nd unit	remove old patches and repatch at 2nd unit, pin to base	2
A3-26	Nye, William	slab - hs	marble	tilting	reset, no additional treatments	2
A3-27		monument			see separate inventory	
A3-28	Snethen, Eliza	3 units	granite/marble	loose, cracked at pin locations, 2nd unit broken	disassemble, remove pins, reattach fragments at 2nd unit, grout seams and patch	2
A3-29	Gibbs, Ansel	3 units	granite/marble	toppled, prior repairs 2nd unit	remove old mortar from slot 2nd unit, reset upper with st. st. pins	1
A3-30	Shephard, Phillip	3 units	marble	loose, cracked at pin locations	grout cracks	2
A3-31	Shepherd, Charles	3 units	marble	prior mortar and grout repairs at 2nd unit	remove old mortar and grout, regrout cracks	2

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
A3-32	Shepherd, Nathaniel	3 units	granite/marble	2nd unit broken	disassemble, readhere 2nd unit, reset with stainless steel pins, grout cracks	2
B1-1	Eldridge, Samuel	3 units	granite/marble	toppled, upper unit broken	reattach fragments at upper unit, remove adhesive 2nd unit, reset in slotbase with st. pins	1
B1-2	Barstow, Al...	slab - hs	marble	toppled, broken 2 pieces	adhere fragments, reset	1
B1-3	illeg.	slab - fs	marble	toppled, lower section missing	extend bottom and reset in ground	1
B1-4	Macy, Ann	3 units	marble	loose on base	reset with st. st. pins, no additional treatment	2
B1-5	Chase, Joseph	slab - hs	marble	broken in 2 pieces, mortar in slotbase	adhere fragments, clear slotbase and reset	1
B1-6	marker is facedown	3 units	granite/marble	toppled	reset with st. st. pins	1
B1-7	Andrew	slab - hs	granite	tilting	reset, no additional treatments	2
B1-8	Hall, Lucy	3 units	granite/marble	loose on base and facing wrong direction	reset with st. st. pins facing forward	1
B1-9	Brownell, Macer	2 units	granite/marble	toppled, broken at upper unit, prior repairs	remove old adhesive, adhere fragments, reset with st. st. pins	1
B1-10	Dedrick, ?	3 units	granite/marble	toppled, broken upper unit	remove old adhesive, adhere fragments, reset with st. st. pins	1
B1-11	Brownell, Nathan	3 units	granite/marble	toppled, prior repairs at 2nd and 3rd units	remove adhesives and sealants at 2nd and 3rd units, reset st. st. pins	1
B1-12	Brownell, ?	3 units	granite/marble	toppled, broken upper unit	remove old adhesive, adhere fragments, reset with st. st. pins	1
B1-13	Watson	monument			see separate inventory	

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
B1-14	Cushman, William and Rhoda	3 units	granite/marble	toppled, adhesive in slot at 2nd unit, losses at upper unit	remove adhesives from slot, patch losses at upper unit, reset with st. st. pins	1
B1-15	marker is facedown	2 units	granite/marble	toppled	reset with st. st. pins	1
B1-16	Albert, Charles	3 units	granite/marble	losses at 2nd unit	patch losses at 2nd unit	2
B1-17	Seabury, Mary	3 units	granite/marble	loose, losses at 2nd unit	patch losses at 2nd unit	2
B1-18	Haffards, Charles	3 units	brownstone/marble	cracks at 2nd unit	grout cracks 2nd unit	2
B1-19	Betsey	3 units	brownstone/marble	spalled 2nd unit	patch losses at 2nd unit	2
B1-20	illeg.	slab - hs	marble	tilting	reset, no additional treatments	1
B1-21	Farnham, Priscilla	3 units	granite/marble	cracked at pin locations 2nd unit	grout cracks	2
B1-22	Farnham, Rufus	3 units	granite/marble	spalled 2nd unit	fill losses 2nd unit	2
B1-23	illeg., Frankie	2 units	granite/marble	toppled	reset with st. st. pins and grout	1
B1-24	Brown, Adaline	2 units	brownstone/marble	prior repairs at 2nd unit, broken at brownstone slotbase	remove prior repairs at 2nd unit and reattach fragments, reset with pins	1
B1-25	D.R.	slab - fs	marble	toppled	reset, no additional treatments	1
B1-26	illeg.	slab - hs	brownstone	delaminating	clean to remove biogrowths, grout seams	1
B1-27	illeg.	slab - fs	marble	tilting	reset, no additional treatments	1
B1-28	S.E.W.	slab - fs	marble	tilting	reset, no additional treatments	2
B1-29	Williamson, Sylvia	3 units	granite/marble	loose on base	reset with st. st. pins and grout	1
B1-30	Bassett, James	2 units	granite/marble	toppled	reset with st. st. pins and grout	2
B1-30a	Bassett, Rhonda	2 units	granite/marble	toppled	reset with st. st. pins and grout	2
B1-31	marker is facedown	3 units	brownstone/marble	toppled, cracked at 2nd unit, adhesives at 2nd and 3rd units	remove adhesives, grout cracks, and reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
B1-32	Clark, Frances	3 units	marble	toppled, adhesive in slot at 2nd unit	remove adhesives, reset in slot with st. st. pins	1
B1-33	Forbes, Harriet	3 units	granite/marble	loose, 2nd unit broken	disassemble, adhere fragments at 2nd unit, reset with st. st. pins	2
B1-34	Cory, Mary	slab - hs	marble	tilting and set in concrete collar, prior adhesive repairs	remove from cement, remove old adhesive, set in ground and grout seams	1
B1-35	Ricketson, Henry	3 units	marble	loose, SAFETY HAZARD	disassemble, relevel base, reset with st. st. pins, grout cracks	1
B1-36	Ricketson, Deborah	3 units	marble	loose	reset with st. st. pins and grout	2
B1-37	Mother	3 units	granite/marble	toppled	reset with st. st. pins and grout	1
B1-38	Gibbs, Martha	3 units	granite/marble	loose, cracked at pin locations	reset upper unit with st. st. pins, grout cracks	2
B1-39	Norton, Mary	3 units	granite/marble	prior repairs at upper unit	remove old patches and repatch, grout cracks at 2nd unit	2
B1-40	Lewis, Sarah	2 units	granite/marble	upper unit broken, cracks at pin location	attach fragment at upper unit and grout cracks	1
B1-41	illeg., Rebecca	2 units	granite/marble	toppled, upper unit broken	reattach fragments and reset on base	1
B1-42	Little Mary	3 units	granite/marble	cracked, prior repairs and offset	remove old adhesive, reset with st. st. pins, grout cracks	2
B1-43	Gibbs, John	3 units	granite/marble	loose, cracks at pin locations	reset upper 2 units, grout cracks	1
B1-44	Gibbs, Nellie	3 units	granite/marble	loose, cracks at pin locations	reset upper 2 units, grout cracks	1
B1-45	Bly, Charlie	2 units	brownstone/marble	toppled	reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
B1-46	marker is facedown	3 units	brownstone/marble	toppled, adhesive repairs at 2nd unit, fragment missing at 3rd	repair loss at upper unit, remove adhesive in slot 2nd unit and reset with st. st. pins	1
B1-47	L.B.	slab - fs	marble	toppled	reset, no additional treatments	1
B1-48	illeg.	2 units	marble	leaning, adhesive in slot	remove sealant and grout from slot, reset and grout cracks	1
B1-49	illeg.	slab - hs	marble	broken, lower section missing	extend marker and reset in ground	1
B1-50	marker is facedown	3 units	granite/marble	toppled, ferrous pins, broken at upper 3rd unit	reattach fragments at upper unit, remove ferrous pins, reset with st. st. pins	1
B1-51	Avery, Jane	3 units	brownstone/marble	cracked at pin locations 2nd and 3rd units	grout cracks	2
B1-52	Father	3 units	granite/marble	2nd unit broken, cracks at pin location	reattach fragment and grout cracks	1
B1-53	Holmes, Fanny	2 units	granite/marble	granite slotbase broken	repair broken slotbase and reset	1
B1-54	illeg.	slab - fs	marble	toppled	reset, no additional treatments	1
B1-55	marker is facedown	3 units	brownstone/marble	upper unit broken, prior repairs	remove old adhesive, reattach fragments and reset st. st. pins	1
B1-56	Devoll, Sammy	2 units	brownstone/marble	toppled, broken	reattach fragments and reset	1
B1-57	illeg.	2 units	granite/marble	ferrous pins	drill out ferrous pins and reset	1
B1-58	Howland, Sylvia	3 units	granite/marble	prior repairs	remove prior grout repairs and grout all cracks	2
B1-59	Hamilton, Alex	3 units	granite/marble	2nd unit broken	disassemble, adhere fragments at 2nd unit, reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
B2-1	Sayer, Charles	2 units	granite/marble	leaning	relevel base	2
B2-2	Sayer, Frederic	3 units	granite/marble	offset	reset	2
B2-3	Ackley, Angalet	2 units	marble	Upper unit broken in 2 pieces, cracks at pin locations	adhere fragments, grout cracks, reset with st st pins	1
B2-4	Ingalls, Newton	2 units	granite/marble	toppled	reset with st. st. pins	1
B2-5	Ingalls, Emily	2 units	granite/marble	toppled	reset with st. st. pins	1
B2-6	illeg., Nellie	3 units	granite/marble	loose on base, losses at 3rd unit, cracks at pins locations	fill lossess at 3rd unit, grout all cracks, reset with st. st. pins	2
B2-7	Wood, Eliza	slab - hs	marble	toppled, broken in 2 pieces	adhere fragments, reset	1
B2-8	Wood, Asa	slab - hs	marble	broken in 2 pieces	adhere fragments, reset in slotbase with pins	1
B2-9	facedown	slab - hs	marble	broken in 2 pieces	adhere fragments, reset	1
B2-9a	illeg.	slab - hs	marble	broken in 2 pieces, set in concrete	remove concrete collar and set in ground, readhere pieces	1
B2-10	illeg.	slab - hs	marble	leaning	reset	1
B2-11	illeg.	slab - fs	marble	leaning	reset	1
B2-12	Macomber, George	2 units	granite/marble	toppled	reset with st. st. pins	1
B2-13	facedown	slab - fs	marble	broken in 3 pieces, section missing	dig for fragments, reattach or fill area of loss	1
B2-14	illeg	slab - hs	marble	toppled, lower section missing	extend marker and reset in ground	1
B2-15	Dwyer, James	3 pieces	granite/marble	2nd unit broken, fragments in ground	dig for fragments, reattach at 2nd unit, reset with st. st. pins	1
B2-16	illeg.	3 pieces	granite/marble	upper unit broken, old mortar in slot at 2nd unit	remove fragment from ground, clean slot, reset	2
B2-17	illeg.	3 pieces	granite/marble	toppled, mortar in slot	clean slotbase and reset with st. st. pins	1
B2-18	facedown	slab - hs	marble	broken in 5 pieces	remove fragments from ground, attach and reset	1
B2-19	Phebec(?)	slab - hs	marble	broken in 2 pieces	remove fragments from ground, attach and reset	1
B2-20	Perkins, John	slab - hs	marble	toppled	reset	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
B2-21	(?) ouland, Lucy	3 units	granite/marble	loose on base, 2nd unit broken	dissassemble, adhere fragments at 2nd unit, grout cracks, and reset with st. st. pins	1
B2-22	facedown	3 units	granite/marble	upper unit broken in 2 pieces, old adhesives at slot 2nd unit	remove prior repairs, adhere fragments, and reset with st. st. pins.	1
B2-23	Haskel, Jane	3 units	granite/marble	toppled, upper unit broken in 2 pieces	adhere fragments, grout cracks, reset with st st pins	1
B2-24	Sowle, Lillian	3 units	granite/marble	loose on base	reset with st. st. pins	2
B2-25	illeg.	3 units	granite/marble	toppled, old adhesive in slot at 2nd unit	clean out slot in 2nd unit, reset with st. st. pins, and grout cracks	1
B2-26	(?), John	3 units	granite/marble	toppled, ferrous pins, adhesive in slot at 2nd unit	remove pins and adhesive, reset with st. st. pins	1
B2-27	illeg.	3 units	granite/marble	toppled, ferrous pins, adhesive in slot at 2nd unit	remove pins and adhesive, reset with st. st. pins	1
B2-28	Gibbs, A.	3 units	granite/marble	toppled, edges of 2nd unit missing	remove old mortar, rebuild lossess at 2nd unit, reset with st. st. pins	1
B2-29	Gibbs, Joseph	slab - hs	marble	upper unit broken in 3 pieces, prior patch repair	remove prior adhesives and patches, adhere fragments and fill lossess	1
B2-30	illeg.	slab - hs	marble	upper unit broken in 4 pieces	adhere fragments	1
B2-31	Hardy, Abby	2 units	granite/marble	loose on base	reset with st. st. pins	1
B2-32	illeg.	slab - fs	marble	toppled	reset	1
B2-33	E.A.H.	slab - fs	marble	tilting	reset	2
B2-34	illeg.	slab - fs	marble	toppled	reset	1
B2-35	illeg.	slab - fs	marble	toppled	reset	1
B2-36	facedown	slab - fs	marble	toppled	reset	1
B2-37	Clarke, Frankie	3 units	granite/marble	loose on base, cracked at pin locations	reset with st. st. pins, grout cracks	2
B2-38	Clara	2 units	granite/marble	toppled	reset with st. st. pins	2
B2-39	illeg.	slab - fs	marble	leaning	reset	2

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
B2-40	Fearing, Noah	slab - hs	marble	toppled, mortar at bottom	remove old mortar and reset in slotbase	1
B2-41	Allen, Joseph	slab - hs	marble	toppled, lying in hole	remove marker and base from hole, fill hole and reset	1
B2-42	facedown	slab - hs	marble	toppled	reset	1
B2-43	Jane S.	slab - hs	marble, brownstone slotbase	toppled	reset	1
B2-44	Blackmer, George	slab - hs	marble	toppled, broken in 2 pieces	adhere fragments and reset	1
B2-45	Blackmer, Nancy	slab - hs	marble	leaning, prior repairs on surface	remove adhesive on surface, grout seams, reset in ground behind broken slotbase	1
B2-46	illeg.	2 units	granite/marble	toppled	reset with st. st. pins	2
B2-47	Hathaway, Anna	slab - hs	marble	broken, fragment in slotbase with old adhesives	remove old adhesives, attach to fragment in base	2
B2-48	Hathaway, Nathl	slab - hs	marble	broken, fragment in slotbase with old adhesives	remove old adhesives, attach to fragment in base	2
B2-49	illeg.	3 units	granite/marble	toppled, old mortar and pipe in slot of 2nd unit	remove old mortar and pipe and reset with st. st. pins	1
B2-50	Weed, Elizabeth	2 units	brownstone/marble	leaning	reset	1
B2-51	Gibbs, Joshua	2 units	granite/marble	toppled	reset with st. st. pins	1
B2-52	Gibbs, Lizzie	3 units	granite/marble	toppled, cracked at pin locations	remove adhesives from slot, reset with st. st. pins, and grout cracks	1
B2-53	Blunt, Aaron	3 units	granite/marble	loose on base, broken at bottom of upper unit, SAFETY HAZARD	adhere fragment and reset with st. st. pins	1
B2-54	Mayhew, Marian	2 units	brownstone/marble	set in ground in front of bs slotbase	clean mortar from base and reset with st. st. pins	1
B2-55	Nickerson, Margaret	2 units	granite/marble	leaning, granite slotbase broken	repair slotbase and reset with st. st. pins	1
B2-56	illeg.	2 units	brownstone/marble	upper unit broken in 2 pieces, fragment set in concrete	remove concrete from fragment and adhere to lower piece	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
B2-57	Mayhew, J.S.	3 units	granite/marble	leaning	reset with st. st. pins	1
B2-58	F.H.	slab - fs	marble	toppled	reset	1
B2-59	S.S.H.	slab - fs	marble	toppled	reset	1
B2-60	E.S.H.	slab - fs	marble	toppled	reset	1
B2-61	Hathaway, Francis	2 units	granite/marble	upper unit set in concrete in front of base	remove concrete from upper unit and reset on granite base	2
B2-62	Rodman, Ellen	slab - hs	marble	upper unit set in concrete in front of base	remove concrete from upper unit and reset on granite base	2
B2-63	Hathaway, Horatio	2 units	granite/marble	upper unit broken in 3 pieces	adhere fragments, and relevel base	1
B2-64	Hathaway	3 units	granite/marble	toppled, prior mortar patches, and mortar in slot	remove mortar from slot, remove patches from upper unit, redo patches and reset	1
B2-65	Drew, Elizabeth	3 units	granite/marble	toppled, upper unit repaired but misaligned	take upper unit apart and readhere, reset	1
B2-66	Drew, Caroline	2 units	brownstone/marble	upper unit set in concrete in front of base, lower section remains in base	remove concrete from upper unit and attach to fragment in base	2
B2-67	L.A.C.	slab - fs	marble	toppled	reset	1
B2-68	Nelson, Charlotte	3 units	granite/marble	loose on base	relevel base and reset	2
B2-69	illeg.	2 units	granite/marble	leaning	reset	2
B2-70	Henrietta	2 units	granite/marble	toppled, old pins in base	remove old pins, adhere fragments and reset	1
B2-71	Cole, Thomas	2 units	granite/marble	upper unit set in concrete in front of base	remove unit from concrete and reset with st. st. pins	1
B2-72	Silvester, David	2 units	granite/marble	leaning	relevel base	2
B2-73	illeg.	2 units	brownstone/marble	loose on base	reset	1
B2-74	Silvester, John	3 units	granite/marble	leaning	relevel base, reset	2
B2-75	B.A.R.	slab - fs	marble	toppled	reset	1
B2-76	Benjamin	slab - hs	marble	toppled	reset	1
B2-77	Russell, Jonathan	slab - hs	granite/marble	upper unit broken in 3 pieces	adhere upper 2 fragments to piece in slotbase	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
B2-78	Russell, William	slab - hs	marble	broken in 2 pieces, adhesive on front	remove old adhesive, adhere fragments	2
B2-79	Coleman, Abby	3 units	granite/marble	loose on base	reset with st. st. pins	1
B2-80	illeg.	slab - hs	marble	toppled, broken in slotbase	adhere upper 2 fragments to piece in slotbase	1
B2-81	EBE(?)	slab - hs	marble	upper unit broken in 3 pieces, ferrous pins at base	remove ferrous pins, adhere fragments, and reset	1
B2-82	Sanford, Thomas	slab - hs	marble	set in concrete collar, section missing	remove from concrete, fill area of loss, and reset	2
B2-83	Sanford, Reliance	slab - hs	marble	upper unit broken at slotbase, set in concrete collar	remove from concrete, adhere fragment to piece in base	2
B2-84	Lizzie	slab - hs	marble	broken in 2 pieces	adhere fragments and reset in bs slotbase	1
B2-85	Perkin, Henry	slab - hs	marble	broken in 4 pieces	adhere fragments and reset	1
B2-86	Gill, Abigail	slab - hs	marble	leaning	reset	1
B2-87	Ward, Mary	3 pieces	granite/marble	loose on base, section missing from upper unit	fill lossess in upper unit and reset with st. st. pins	1
B2-88	Ward, Susan	3 pieces	granite/marble	loose on base, section missing from upper unit	fill lossess in upper unit and reset with st. st. pins	2
B2-89	Edward	3 pieces	granite/marble	2nd unit broken, lossess and patches at upper unit	disassemble, remove prior repairs, reattach fragments, fill losses and reset	2
B3-1	facedown	3 pieces	granite/marble	toppled	reset with st. st. pins and grout	1
B3-2	Ma...	slab - hs	marble	toppled	reset	1
B3-3	illeg.	slab - fs	marble	toppled, broken in 2 pieces	adhere fragments, reset	1
B3-4	Taber, Annie	3 pieces	granite/marble	toppled, broken in 2 pieces	adhere fragments, reset	1
B3-5	Taber, Gifford	3 pieces	granite/marble	2nd and 3rd units broken, prior adhesives	remove prior repairs, adhere fragments, and reset with st. st. pins.	1
B3-6	Luc	3 pieces	granite/marble	upper unit broken, prior adhesive repairs	remove prior repairs, adhere fragments, and reset with st. st. pins.	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
B3-7	Leander	slab - hs	marble	broken in 2 pieces, lower section set in concrete	adhere upper section to lower	1
B3-8	Dyer, Ezra	slab - hs	marble	toppled, broken in 2 pieces, set in concrete	adhere upper pieces to lower	1
B3-9	Collins, James	3 pieces	granite/marble	loose on base, 2nd unit cracked	grout cracks in 2nd unit, reset upper unit with mortar	2
B3-10	White, Betsey	3 pieces	granite/marble	toppled, upper unit broken in 2 pieces	remove prior repairs, adhere fragments, and reset with st. st. pins.	1
B3-11	Collins, May	3 pieces	granite/marble	loose on base, upper unit cracked	grout cracks and reset	2
B3-12	Ely, Elizabeth	slab - hs	marble	leaning	reset	1
B3-13	illeg.	slab - hs	marble	toppled, broken in 2 pieces	remove old adhesive, adhere pieces and reset	1
B3-14	R.D.C.	slab - fs	marble	toppled	reset	1
B3-15	facedown	3 pieces	granite/marble	toppled, ferrous pins 2nd unit, upper unit spalled	remove pin from 2nd unit, fill loss and reset with st. st. pins	1
B3-16	Tappan, Sophie	2 pieces	granite/marble	toppled	reset with st. st. pins	1
B3-17	Crocker, George	3 pieces	granite/marble	toppled, prior adhesive repairs	remove adhesive and reset with st. st. pins	1
B3-18	illeg.	slab - fs	marble	leaning	reset	2
B3-19	Tappan, Abner	3 pieces	granite/marble	toppled, ferrous pins, 3rd unit cracked	remove ferrous pins, grout cracks and reset with st. st. pins	1
B3-20	Crocker, Sophia	3 pieces	granite/marble	upper unit set in concrete collar	remove upper unit from concrete and reset with st. st. pins	2
B3-21	facedown	slab - hs	marble	toppled	reset	1
B3-22	illeg.	slab - hs	marble	broken in 2 pieces, fragment in ground	adhere upper section to fragment in ground	1
B3-23	Kempton, Sally	slab - hs	marble	broken in 2 pieces	adhere fragments	1
B3-24	illeg.	slab - hs	marble	leaning	reset	1
B3-25	Taylor	slab - hs	marble	toppled	reset	1
B3-26	illeg.	slab - hs	marble	broken in 2 pieces	adhere fragments and reset	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
B3-27	Tobey, Lewis	slab - hs	marble	broken, fragment in bs base, set in concrete collar	remove concrete, adhere to fragment in base	2
B3-28	Salvina	slab - hs	marble	broken in 2 pieces	adhere to fragment in ground	1
B3-29	illeg.	2 pieces	granite/marble	toppled	reset with st. st. pins	1
B3-30	Barker, Pensa	2 pieces	granite/marble	toppled	reset with st. st. pins	2
B3-31	Penniman, Sophia	3 pieces	granite/marble	toppled, upper unit broken in 2 pieces, prior adhesives	remove old adhesive, adhere fragments and reset with st. st. pins	1
B3-32	illeg.	3 pieces	granite/marble	toppled, upper unit broken in 2 pieces, prior adhesives	remove old adhesive, adhere fragments and reset with st. st. pins	1
B3-33	illeg.	slab - hs	marble	toppled, mortar in slotbase	clean slotbase and reset with st. st. pins	1
B3-34	illeg.	slab - hs	marble	toppled	reset	1
B3-35	Penniman, Wm.	3 pieces	granite/marble	toppled	reset with st. st. pins	1
B3-36	facedown	slab - fs	marble	tilting	reset	1
B3-37	facedown	slab - fs	marble	broken in 2 pieces	adhere upper to fragment in slotbase	1
B3-38	W..., Abbey	3 pieces	granite/marble	edge of slot broken in 2nd unit	disassemble, repair 2nd unit and reset with st. st. pins	1
B3-39	Pease, Rodney	3 pieces	granite/marble	upper unit broken with prior repairs, 2nd unit cracked and repaired	remove old adhesive from 2nd unit, clean slot and repair 2nd unit ,fill losses in upper unit and reset with st. st. pins	1
B3-40	William H.	3 pieces	granite/marble	upper unit broken in 2 pieces	adhere fragments	1
B3-41	Durfee, James	3 pieces	granite/marble	toppled	reset with st. st. pins	1
B3-42	facedown	2 pieces	granite/granite	toppled	reset with st. st. pins	2
B3-43	no name	monument			(see separate inventory)	
B4-1	Gordon, Eliza	2 pieces	granite/marble	toppled	reset with st. st. pins	2
B4-2	Wilcox, Julia	3 pieces	granite/marble	toppled	reset with st. st. pins	1
B4-3	Babcock, James	3 pieces	granite/marble	toppled, upper unit set in concrete	remove unit from concrete and reset with st. st. pins	2

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
B4-4	Delano, Lydia	3 pieces	granite/marble	toppled, upper unit set in concrete	remove unit from concrete and reset with st. st. pins	2
B4-5	Babcock, Spooner	3 pieces	granite/marble	toppled, upper unit set in concrete	remove unit from concrete and reset with st. st. pins	2
B4-6	Hussey, Maria	3 pieces	granite/marble	toppled, 2nd unit broken in 3 pieces	remove pins from 2nd unit, repair the break and reset with st. st. pins	1
B4-7	Christan, A.	3 pieces	granite/marble	loose on base	reset with st. st. pins	2
B4-8	B.G.	2 pieces	granite/marble	toppled	reset with st. st. pins	1
B4-9	illeg.	slab - hs	marble	broken in 2 pieces	adhere fragments and reset	1
B4-10	Stowell, Phebe	slab - hs	marble	broken in 2 pieces with prior adhesives	remove old adhesive and readhere	1
B4-11	C.B.	2 pieces	granite/marble	toppled	reset with st. st. pins	2
B4-12	W.B.	2 pieces	granite/marble	toppled	reset with st. st. pins	2
B4-13	J.B.	2 pieces	granite/marble	toppled	reset with st. st. pins	2
B4-14	T.A.	2 pieces	granite/marble	toppled	reset with st. st. pins	2
B4-15	L.C.	slab - fs	marble	toppled	reset	1
B4-16	R.B.C.	slab - fs	marble	toppled	reset	1
B4-17	illeg.	slab -hs	marble	toppled	reset	1
B4-18	Howard, Susan	3 pieces	granite/marble	toppled, 2nd unit broken in 2 pieces, ferrous pins, prior adhesive	remove prior adhesive and ferrous pins, repair break at 2nd unit, reset with st. st. pins	1
B4-19	...rth	2 pieces	brownstone/marble	toppled, upper unit broken in 3 pieces, prior adhesives	remove adhesive and adhere fragments	1
B4-20	Fredrick, Wm	3 pieces	granite/marble	toppled, ferrous pins, cracks at pin locations, prior adhesives	remove adhesives and ferrous pins, grout cracks and reset with st. st. pins	1
B4-21	Leonard, Charles	3 pieces	granite/marble	toppled, ferrous pins, cracks at pin locations, prior adhesives	remove adhesives and ferrous pins, grout cracks and reset with st. st. pins	1
B4-22	illeg.	3 pieces	granite/marble	toppled, ferrous pins, cracks at pin locations, prior adhesives	remove adhesives and ferrous pins, grout cracks and reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
B4-23	illeg.	3 pieces	granite/marble	upper unit broken 2 pieces, prior adhesives	remove adhesives and readhere fragments, reset with st. st. pins	1
B5-1	Hope	2 pieces	granite/marble	toppled, upper unit broken 3 pieces	adhere fragments, reset with st. st. pins	1
B5-2	illeg.	slab - fs	marble	tilting	reset	2
B5-3	Davis, William	3 pieces	granite/marble	toppled, broken, lower section missing	extend upper unit, reset with st. st. pins	2
B5-4	facedown	3 pieces	granite/marble	toppled, 2nd unit broken	adhere 2nd unit, reset with st. st. pins	1
B5-5	illeg.	2 pieces	granite/marble	toppled	reset with st. st. pins	1
B5-6	illeg	2 pieces	brownstone/marble	toppled, upper unit broken 4 pieces, fragments set in concrete	remove fragments from concrete, adhere fragments and reset in bs base	2
B5-7	Tripp, John	2 pieces	brownstone/marble	toppled, upper unit set in concrete	remove from concrete and reset in slotbase with st. st. pins	2
B5-8	Pullay, S.	slab - hs	marble	tilting	reset	1
B5-9	illeg.	slab - hs	marble	tilting	reset	1
B5-10	illeg.	slab - hs	marble	tilting	reset	1
B5-11	Howland, Wm	3 pieces	granite/marble	toppled, upper unit broken, section missing	extend upper unit, reset with st. st. pins	2
B5-12	Cornelia	3 pieces	granite/marble	toppled, upper unit broken, section missing	extend upper unit, reset with st. st. pins	2
B5-13	facedown	3 pieces	granite/marble	toppled	reset with st. st. pins	1
B5-14	Howland, Benjamin	3 pieces	granite/marble	upper unit prior patch repair failing	replace patch and reset with st. st. pins	1
B5-15	Little Janie	slab - hs	marble	tilting	reset	1
B5-16	Andrew	3 pieces	granite/marble	toppled	reset with st. st. pins	1
B5-17	illeg.	slab - hs	marble	broken 3 pieces, prior repairs and spalled edges	remove prior repairs and fill losses, adhere fragments and reset	1
B5-18	C.D.D.	2 pieces	marble	toppled, prior caulk adhesive	remove adhesive and reset with st. st. pins	1
B5-19	Chapman, Elizabeth	3 pieces	granite/marble	toppled	reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
B5-20	illeg.	3 pieces	granite/marble	toppled, cracked at pin locations	remove existing pins, grout cracks, and reset with st. st. pins	1
B5-21	Tillson, E.	2 pieces	granite/marble	toppled	reset	2
B5-22	...albert, Frank	3 pieces	marble	upper unit broken 2 pieces	adhere fragments and reset in marble slotbase	1
B6- 1	Hallen, Mary	3 pieces	granite/marble	loose on base	reset with st. st. pins	1
B6-2	illeg.	3 pieces	granite/marble	toppled, 2nd unit cracked, losses on edge	repair 2nd unit and reset upper unit in slot	1
B6-3	Swift, Franklin	3 pieces	granite/marble	toppled, upper unit spalled at pin locations	remove existing pins and mortar, fill losses at upper unit and reset with st. st. pins	1
B6- 4	S.B.T.	slab - fs	marble	toppled	reset	1
B6- 5	M.R.T.	slab - fs	marble	toppled	reset	1
B6- 6	Thornton, John	2 pieces	granite/marble	upper unit broken 2 pieces	adhere fragments and set on granite base with st. st. pins	1
B6- 7	Corina	3 pieces	granite/marble	upper unit prior repairs, 2nd unit loose	remove prior repairs and redo, pin upper 2 units to granite base	1
B6- 8	illeg.	2 pieces	brownstone/marble	toppled	reset with st. st. pins	1
B6- 9	facedown	3 pieces	granite/marble	toppled, upper unit broken in 2 pieces, 2nd unit broken with losses	adhere fragments at 2nd and 3rd units, fill areas of loss and reset with st. st. pins	1
B6- 10	Craigie, Andrew	2 pieces	granite/marble	toppled	reset with st. st. pins	1
B6- 11	A...	2 pieces	granite/marble	toppled, upper unit spalled and cracked, section missing	fill losses at upper unit, grout cracks and reset on base with st. st. pins	1
B6- 12	Howland, Abby	slab - hs	marble	toppled	reset	1
B6- 13	Gifford, Eva	2 pieces	marble	toppled, upper unit cracked and missing corner	fill areas of loss, grout cracks and reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
B6- 14	Infant	2 pieces	brownstone/marble	toppled, upper unit broken 2 pieces	adhere pieces	1
B6- 15	illeg.	slab - fs	marble	set in concrete collar	remove concrete and reset	2
B6- 16	illeg.	slab - hs	marble	broken, set in concrete collar	remove concrete and reset	1
B6- 17	Hattie J.	2 pieces	brownstone/marble	toppled, edge of brownstone slotbase prior repairs, losses on upper unit	repair 2nd and upper unit and pin to bs base	1
B6- 18	H.J.A.	slab - fs	marble	toppled	reset	1
B6- 19	Smith, Cordelia	2 pieces	granite	toppled	reset with st. st. pins	1
B6- 20	Little	2 pieces	brownstone/marble	loose on base	reset with st. st. pins	2
B6- 21	illeg.	2 pieces	marble	loose on base	reset with st. st. pins	2
C1-1	Perry, Augusta	2 pieces	marble	leaning	reset	1
C1-2	Coffin, Lydia	2 pieces	granite/marble	upper unit prior repair and new break	remove adhesive from prior repair. Adhere fragments and reset	1
C1-3	Chandler, Eunice	slab - hs	marble	broken 2 pieces	adhere pieces and reset	1
C1-4	Russell, Charles	slab - hs	marble	toppled	reset	1
C1-5	Wright, illeg.	slab - hs	marble	toppled	reset	1
C1-6	?, Susan	2 pieces	granite	broken 2 pieces, fragment in granite slotbase	adhere upper to fragment in base	1
C1-7	Tuckerman, Robert	2 pieces	granite/marble	upper unit spalled at botton	fill area of loss at upper unit, reset with st. st. pins	1
C1-8	illeg.	slab - hs	marble	toppled	reset	1
C1-9	facedown	slab - hs	marble	toppled	reset	1
C1-10	Dyer, Asa	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments upper unit, reset with st. st. pins	1
C1-11	facedown	slab - hs	marble	broken 2 pieces, prior adhesive	remove all adhesive, adhere pieces and reset	1
C1-12	facedown	3 units	granite/marble	toppled	reset with st. st. pins	1
C1-13	Dyer, Susan	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments, reset with st.st. pins	1
C1-14	Hold # for monument	monument			(see separate inventory)	
C1-15	Williams, George	3 units	granite/marble	toppled	reset with st. st. pins	1
C1-16	Williams, Joseph	3 units	granite/marble	toppled	reset with st. st. pins	1
C1-17	Williams, Rebecca	slab - hs	brownstone/marble	tilting	reset, level base	2

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
C1-18	Williams, Richard	slab - hs	marble	slab broken in 3 pieces	adhere fragments and reset in granite slotbase, relevel base	1
C1-19	Taber, Henry	2 units	granite/marble	toppled	reset with st. st. pins	1
C1-20	Taber, Sally	2 units	granite/marble	toppled	reset with st. st. pins	1
C1-21	Tripp, James	2 units	granite/marble	toppled	reset with st. st. pins	1
C1-22	Tripp, Susan	2 units	granite/marble	toppled	reset with st. st. pins	1
C1-23	Lizzie	3 units	brownstone/marble	loose on base, 2nd unit broken 2 pieces	disassemble, repair 2nd unit, reset with st. st. pins	1
C1-24	illeg.	slab - hs	marble	broken 2 pieces	adhere fragments	1
C1-25	Richmond, ?	2 units	granite/marble	toppled	reset with st. st. pins	1
C1-26	illeg.	slab - hs	marble	leaning	reset	1
C1-27	...son	slab - hs	marble	broken 6 pieces	adhere fragments and reset	1
C1-28	Reynolds, Hariet	3 units	brownstone/marble	upper unit broken 2 pieces	adhere fragments	1
C1-29	illeg.	slab - fs	marble	tilting	reset	1
C1-29a	Hiscox, Mary	2 units	granite/marble	loose on base	reset with st. st. pins	2
C1-30	Patterson, E.	slab - hs	marble	toppled	reset	1
C1-31	Mayo, George	slab - hs	marble	toppled	reset	1
C1-32	B.B.	slab - fs	marble	toppled	reset	1
C1-33	I.I.	slab - fs	marble	toppled	reset	1
C1-34	H.A.H.R.	slab - fs	marble	toppled	reset	1
C1-35	Howland, Rutherford	3 units	granite/marble	2nd unit cracked	reset with st. st. pins, grout cracks	1
C1-36	Hussey, Hannah	3 units	granite/marble	toppled	reset	1
C1-37	Wood, Isabelle	3 units	granite/marble	loose on base	reset with st. st. pins	1
C1-38	illeg.	2 units	granite/marble	upper unit broken 3 pieces	adhere fragments	1
C1-39	Swift, Ruth	3 units	granite/marble	loose on base, 2nd unit cracked, upper spalled	grout crack, repair spall, reset with st. st. pins	2
C1-40	Handell, Thomas	slab - hs	marble	toppled	reset	1
C1-41	facedown	3 units	granite/marble	upper unit broken 3 pieces, 2nd unit broken 3 pieces	adhere fragments and reset with st. st. pins	1
C1-42	Congdon, Charlotte	slab - hs	marble	toppled	reset	1
C1-43	illeg.	3 units	granite/marble	upper unit spalled, prior adhesive	remove old repairs, repair upper unit, reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
C1-44	Mrs. Pamela	slab - hs	marble	slab broken 3 pieces	adhere fragments and reset	1
C1-45	illeg.	slab - hs	tilting	cracks and prior repairs	remove excess epoxy, grout cracks and reset	1
C1-46	?, Susan	2 units	brownstone/marble	upper unit broken 2 pieces	adhere fragments, relevel bs base	1
C1-47	illeg.	2 units	granite/marble	toppled	reset with st. st. pins	1
C1-48	Bailey, Peleg	3 units	granite/marble	crack 2nd unit	grout cracks and reset with st. st. pins	1
C1-49	Bailey, Sarah	2 units	granite/marble	toppled	reset with st. st. pins	1
C1-50	Peirce, Elouisa	slab - hs	marble	broken 2 pieces	adhere fragments	1
C1-51	facedown	slab - hs	marble	tilting	reset	1
C1-52	?, Mary Ann	slab - hs	marble	lower section on slotbase missing	extend and reset	1
C1-53	Wady, Mary	2 units	brownstone/marble	upper unit broken 2 pieces, prior adhesive	remove old adhesive and re-adhere pieces.	1
C1-54	Wady, Elizabeth	2 units	brownstone/marble	toppled	reset with st. st. pins	1
C1-55	?, Richard	2 units	granite/marble	upper unit broken 2 pieces	adhere fragments, level base	1
C1-56	Loring, Eliza	2 units	granite/marble	upper unit broken 2 pieces, ferrous pins in base	remove ferrous pins, adhere fragments and reset with st. st. pins	1
C1-57	Mason, Charles	3 units	granite/marble	toppled	reset with st. st. pins	1
C1-58	H.A.E.	slab - fs	marble	tilting	reset	1
C1-59	Mathews, David	2 units	granite/marble	upper unit broken 2 pieces	adhere fragments	1
C1-59a	Mathews, Eliza	2 units	granite/marble	upper unit broken 2 pieces, prior adhesive	remove old adhesive and re-adhere	1
C1-60	illeg.	slab - hs	marble	tilting	reset	1
C1-61	Kent, ?	2 units	marble set in concrete	upper unit broken 4 pieces, lower fragment set in concrete	adhere fragments	1
C1-62	Monro, Susan ?	2 units	marble set in concrete	upper unit broken 4 pieces, lower fragment set in concrete	adhere fragments	1
C1-63	Me..., Eliza Ann	slab - hs	marble	toppled	reset	1
C1-64	Champlin, Mary	2 units	brownstone/marble	upper unit broken 2 pieces	adhere fragments and reset in bs base	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
C1-65	Julia	3 units	granite/marble	toppled, upper unit spalled, section missing	fill loss at upper unit and reset with st. st. pins	1
C1-66	Crapo, Patience	3 units	granite/marble	toppled	reset with st. st. pins	1
C1-67	Crapo, William	3 units	granite/marble	loose on base, upper unit cracked	grout cracks and reset with st. st. pins	2
C1-68	Bell, Frederick	3 units	granite/marble	toppled, upper unit cracked	grout cracks and reset with st. st. pins	1
C1-69	Lawton, Emma	3 units	brownstone/marble	loose on base	reset with st. st. pins	1
C1-70	Dayton, Thirza	slab - hs	marble	tilting	reset	2
C1-71	illeg.	slab - hs	marble	toppled	reset	1
C1-72	facedown	slab - hs	marble	broken 3 pieces	adhere fragments and reset	1
C1-73	F.A.K.	slab - fs	marble	broken, piece missing	fill loss and reset	1
C1-74	Kempton, Francis	slab - hs	marble	broken 4 pieces	adhere fragments and set in bs base	1
C1-75	Delano, James	slab - fs	marble	tilting, set in concrete collar	remove concrete and reset	1
C2-1	Nella	slab - fs	marble, brownstone base	tilting	reset	1
C2-2	Wood, Daniel	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments, reset with st. st. pins	1
C2-3	Wood, Charles	2 units	concrete/marble	slab broken 3 pieces, lowest fragment set in concrete	adhere fragments	1
C2-4	Anthony, Charles	3 units	granite/marble	2nd unit broken 2 pieces, ferrous pins, cracked	disassemble, remove pins, adhere fragments and reset with st. st. pins, grout cracks	1
C2-5	Allen, Thomas	2 units	granite/marble	toppled	reset with st. st. pins	2
D1-1	Anthony, Anne	3 units	granite/marble	upper unit broken 2 pieces, old pins	remove pins, adhere fragments, reset with st. st. pins.	1
D1-1a	Colby, Joy	2 units	granite/marble	upper cross broken 2 pieces	adhere fragments	1
D1-2	Anthony, Lizzie	3 units	granite/marble	upper unit broken at prior repair	remove old adhesive and pins, re-adhere with st. st. pins	1
D1-3	Swift, Elise	3 units	granite/marble	loose on base, SAFETY HAZARD	reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
D1-4	..., William	slab on grade	marble	flat slab with 4 posts, multiple cracks on top surface	clean biogrowth and grout cracks	1
D1-5	Swift, Mary	3 units	brownstone/marble	loose on base, spall at pin	remove existing pins, fill loss and reset with st. st. pins	1
D1-6	Bryant, Saba	3 units	brownstone/marble	upper unit broken, loss at corner	fill loss, adhere fragment, reset with st. st. pins	1
D1-7	Bryant, William	2 units	brownstone/marble	upper unit broken 3 pieces	adhere fragments, relevel base	1
D1-8	Doten, George	3 units	granite/marble	toppled	reset with st. st. pins.	1
D1-9	Kingman, Lizzie	2 units	brownstone/marble	toppled	reset with st. st. pins	1
D1-10	Bartlett, Ivory	3 units	granite/marble	upper unit broken 2 pieces, loss at corners	adhere fragments and fill losses	1
D1-11	Swan, Francis	3 units	brownstone/marble	toppled	reset with st. st. pins	1
D1-12	Swan, Joseph	3 units	granite/marble	toppled	reset with st. st. pins	1
D1-13	Russell, William	2 units	granite/marble	loose on base	reset with st. st. pins	1
D1-14	facedown	2 units	granite	toppled	reset with st. st. pins	1
D1-15	Allen, John	3 units	granite/marble	upper unit broken 3 pieces, loose on base	disassemble, adhere fragments, reset with st. st. pins	2
D1-16	Allen, Alexander	3 units	granite/marble	upper unit broken at slot of 2nd unit	adhere fragments with st. st. pins	1
D1-17	?, Caroline	3 units	granite/marble	upper unit broken 3 pieces, pins broken	remove pins, adhere fragments and reset with st. st. pins	1
D2-1	Colby	monument	granite/marble	Sculpture - upper section broken 3 pieces, cracks on surface, section of trunk missing	clean biofilms, adhere pieces, fill area of loss, grout cracks, repair granite foundation	1
D2-2	facedown	2 units	granite/marble	toppled	reset with st. st. pins	1
D2-3	facedown	1 unit	marble	base missing	reset	1
D2-4	Willis, Emily	3 units	granite/marble	upper unit broken 2 pieces, old pins	adhere fragments, reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
D2-5	Willis, Sara	3 units	granite/marble	upper unit broken 2 pieces, old pins	adhere fragments, reset with st. st. pins	1
D2-6	Willis, William	3 units	granite/marble	upper unit broken 3 pieces	adhere fragments, reset with st. st. pins	1
D2-7	facedown	3 units	granite/marble	toppled	reset with st. st. pins	1
D2-8	Mathewson, ?	2 units	granite/marble	upper unit broken 2 pieces, old repairs	remove old repairs, adhere fragments, fill losses, reset with st. st. pins	1
D2-9	Monument	monument			(see separate inventory)	
D2-10	illeg.	3 units	granite/marble	upper unit broken 2 pieces, prior adhesive	adhere fragments, reset with st. st. pins, remove adhesive	1
D2-11	facedown	3 units	granite/marble	toppled, ferrous pins at 2nd and 3rd units	remove ferrous pins, reset with st. st. pins	1
D2-12	T.C.C.	2 units	brownstone/marble	loose on base	reset with st. st. pins	2
D3-1	Wood, James	3 units	granite/marble	2nd unit broken, ferrous pins SAFETY HAZARD	disassemble, remove ferrous pins, adhere fragments, reset with st. st. pins.	1
D3-2	illeg.	3 units	granite/marble	upper unit broken 3 pieces	adhere fragments and reset with st. st. pins	1
D3-3	illeg.	3 units	granite/marble	loose on base	reset with st. st. pins	2
D3-4	Miller, Thomas	slab - hs	marble	upper unit broken 2 pieces	adhere fragments, reset in granite slotbase	1
D3-5	Miller, ...	slab - hs	marble	titling	reset	1
D3-6	facedown	slab - fs	marble	titling	reset	1
D3-7	illeg.	3 units	granite/marble	loose on base	reset with st. st. pins	2
D3-8	illeg.	slab - fs	marble	broken 2 pieces, old adhesive	remove old adhesive, re-adhere	1
D3-9	Dudley, ?	slab - hs	slate	broken 2 pieces	adhere fragments and reset	1
D3-10	Davenport, Dudley	slab - hs	marble	broken 2 pieces	adhere fragments, reset in bs slotbase	1
D3-11	facedown	slab - hs	marble	broken 2 pieces	adhere fragments and reset	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
D3-12	facedown	2 units	brownstone/marble	upper unit broken 5 pieces, old adhesive	remove old adhesive, re-adhere fragments, reset in bs slotbase	1
D3-13	Ellis, Meribah	3 units	granite/marble	edges at 2nd unit missing	repair 2nd unit and reset upper in slot with st. st. pins	1
D3-14	facedown	3 units	granite/marble	toppled	reset with st. st. pins	1
D3-15	E.H.W.	slab - fs	marble	leaning	reset	1
D3-16	illeg.	slab - hs	marble	leaning	reset	1
D3-17	R.F.H.	slab - fs	marble	toppled	reset	1
D3-18	Burt, Alice	3 units	granite/marble	toppled	reset with st. st. pins	1
D3-19	facedown	3 units	marble	upper unit broken 2 pieces, old adhesive repairs, cracks	remove old adhesives, re-adhere fragments, grout cracks	1
D3-20	Hathaway, Sarah	3 units	granite/marble	upper unit broken 5 pieces	adhere fragments	1
D3-21	Hathaway, ...	2 units	brownstone/marble	upper unit broken 4 pieces	adhere fragments, level base	1
D3-22	Hathaway, P.	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments, reset with st. st. pins	1
D3-23	Tripp, William	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments	1
D3-24	facedown	slab - hs	marble	toppled	reset	1
D3-25	Wood, ...	slab - hs	marble	broken 2 pieces	adhere fragments and reset	1
D3-26	Mary	2 units	brownstone/marble	upper unit broken 3 pieces, fragment in base	adhere fragments and relevel base	1
D3-27	Wood, Tilson	slab - hs	marble	leaning	reset	1
D3-28	facedown	slab - hs	marble	toppled	reset	1
D3-29	Davis, Sarah	2 units	granite/marble	loose on base, upper unit broken, piece missing SAFETY HAZARD	search for fragment or fill loss, reset with st. st. pins	1
D3-30	Taylor, Mary and Lizzie	2 units	brownstone/marble	toppled	reset with st. st. pins	1
D3-31	Bliss, George	2 units	brownstone/marble	upper unit broken 3 pieces, b.s. base cracked	adhere fragments, grout cracks in b.s. base	1
D3-32	Robert	slab - hs	marble	toppled	reset	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
D3-33	Bliss, Isaac	3 units	granite/marble	2nd unit broken 2 pieces	disassemble remove pins, repair 2nd unit, reset with st. st. pins	2
D3-34	Bliss, Mary	3 units	granite/marble	loose on base, second unit cracked, losses	disassemble, repair cracks and losses, reset with st. st. pins	2
D3-35	Bliss	3 units	granite/marble	loose on base, second unit cracked, losses	disassemble, repair cracks and losses, reset with st. st. pins	2
D3-36	Mercy ?	slab - hs	marble	broken 3 pieces	adhere fragments, reset in b.s. slotbase	1
D3-37	Reynolds, Michael	2 units	brownstone/granite	upper unit broken at b.s. slotbase	adhere fragments	1
D3-38	Reynolds, Patience	2 units	brownstone/marble	broken 3 pieces	adhere fragments and reset in b.s. slotbase	1
D3-39	Bliss, Samuel	slab - hs	marble	broken in 3 pieces, old mortar, piece missing	adhere fragments, fill losses, remove old mortar, reset	1
D3-40	facedown	slab - hs	slate	broken in 3 pieces	adhere fragments and reset	1
D3-41	Sylvia	slab - hs	marble	broken in 3 pieces	adhere fragments and reset	1
D3-42	Henrietta	slab - hs	marble	broken 2 pieces	adhere fragments and reset	1
D3-43	Bliss, Rebecca	2 units	brownstone/marble	upper unit broken 2 pieces, b.s. slotbase cracked	adhere fragments and reset in bs slotbase	1
D3-44	Bliss, William	2 units	brownstone/marble	upper unit broken 3 pieces	adhere fragments and set in bs slotbase	1
D3-45	illeg.	2 units	granite/marble	upper unit broken 3 pieces	adhere fragments and set on granite base with st. st. pins	1
D4-1	Howland, Betsey	2 units	granite/marble	upper unit broken, 2nd unit possibly missing	fill loss in upper unit and reset with st. st. pins	1
D4-2	Howland, Lloyd	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments	1
D4-3	Ricketson, Samuel	3 units	granite/marble	toppled	reset with st. st. pins	1
D4-4	Ricketson, Amy	3 units	granite/marble	toppled	reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
D4-5	illeg.	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
D4-6	Ricketson, Charles	3 units	granite/marble	2nd unit broken - cannot be fixed	replace 2nd unit and reset with st. st. pins	1
D4-7	James P.	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
D4-8	Caroline	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
D4-9	Ricketson, Cynthia	2 units	marble	upper unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
D4-10	Ricketson, John	2 units	granite/marble	toppled	reset with st. st. pins	1
D4-11	Ricketson, Georgianna	2 units	granite/marble	upper unit spalled, piece missing	fill loss and reset with st. st. pins	1
D4-12	Marshall, Henrietta	2 units	granite/marble	toppled	reset with st. st. pins	1
D4-13	Elizabeth T.	3 units	granite/marble	upper unit broken 2 pieces, 2nd unit broken, cannot be fixed	adhere fragments upper unit, relace 2nd unit, reset with st. st. pins	1
D4-14	Bussell, Henry	3 units	granite/marble	toppled	reset with st. st. pins	1
D4-15	S.A.C.	3 units	granite/marble	loose on base	reset with st. st. pins	1
D4-16	E.H.G.	3 units	granite/marble	loose on base	reset with st. st. pins	1
D4-17	facedown	slab - fs	marble	toppled	reset	1
D4-18	Dean, (?) and Clara	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments, repoint joints	1
D4-19	facedown	2 units	brownstone/marble	upper unit broken 6 pieces	adhere fragments, reset in b.s. slotbase	1
D4-20	Jennings, Thomas	2 units	brownstone/marble	upper unit broken 2 pieces	adhere fragments, reset in b.s. slotbase	1
D4-21	R.A.(?).	2 units	granite/marble	toppled	reset with st. st. pins	1
D4-22	R.F.A.	2 units	granite/marble	toppled	reset with st. st. pins	1
D4-23	E.D.	3 units	granite/marble	loss at upper unit, old bronze pins in base	remove old pins, reset with st. st. pins, repair loss	1
D4-24	E.W.A.	3 units	granite/marble	toppled	reset with st. st. pins	1
D4-25	Cundell, Rebecca	3 units	granite/marble	toppled	reset with st. st. pins	1
D4-26	Cundell, Edward	2 units	granite/marble	toppled	reset with st. st. pins	1
D4-27	Adams, Eleanor	2 units	granite/marble	toppled	reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
D4-28	Adams, Benj.	2 units	granite/marble	toppled	reset with st. st. pins	1
D4-29	Bosworth, George	3 units	granite/marble	toppled, old pins, 2nd unit cracked	remove old pins, grout cracks and reset with st. st. pins	1
D4-30	Bosworth, Catharine	2 units	granite/marble	upper unit broken, 2 pieces, old adhesive and pins	remove old adhesive and pins, re-adhere fragments	1
D4-31	Bosworth, Mary	2 units	brownstone/marble	upper unit broken	adhere fragments	1
D4-32	..., Harriet	2 units	brownstone/marble	upper unit broken, section missing	extend upper unit and reset in b.s. slotbase	1
D4-33	illeg.	slab - hs	marble	toppled	reset	1
D4-34	Chapman, John	3 units	granite/marble	upper unit spalled, old pins in 2nd unit	remove old pins, fill loss and reset with st. st. pins	1
D4-35	Chapman, Mary	3 units	granite/marble	upper unit broken 2 pieces, old pins	remove old pins, adhere fragments and reset with st. st. pins	1
D4-36	facedown	slab - hs	marble	broken 4 pieces	adhere fragments and reset	1
D4-37	Peirce, Averick	2 units	granite/marble	upper unit broken at granite slotbase	adhere fragments and reset	1
D4-38	Peirce, Susan	2 units	granite/marble	upper unit broken 3 pieces	adhere fragments and reset	1
D4-39	M.P.A.	slab - fs	marble	toppled	reset	1
D4-40	Maxfield, Warren	2 units	brownstone/marble	upper unit broken at b.s. slotbase 2 pieces	adhere fragments	1
D4-41	Maxfield, Ruby	2 units	brownstone/marble	upper unit broken at b.s. slotbase 2 pieces	adhere fragments	1
D4-42	facedown	slab -fs	marble	upper unit broken, section missing	extend unit and reset	1
D5-1	illeg.	slab - hs	marble	titling	reset	1
D5-2	illeg.	slab - hs	marble	titling	reset	1
D5-3	illeg.	slab - hs	marble	titling	reset	1
D5-4	Charles	slab - hs	slate	broken 7 pieces	adhere fragments and reset	1
D5-5	Johnson, Richard	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
D5-6	Edward & William	slab - hs	marble	titling	reset	1
D5-6a	Foleson, Charlott	2 units	brownstone/marble	tilting	reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
D5-7	facedown	2 units	brownstone/marble	upper unit broken 2 pieces, old adhesive	remove old adhesive and re-adhere fragments, reset in b.s. slotbase	1
D5-8	illeg.	slab - hs	marble	broken 2 pieces	adhere fragments and reset	1
D5-9	illeg.	slab - hs	marble	broken 2 pieces	adhere fragments and reset	1
D5-10	Durfee, Benjamin	2 units	brownstone/marble	toppled	reset	1
D5-11	illeg.	2 units	brownstone/marble	broken at b.s. slotbase 2 pieces	adhere fragments and reset	1
D5-12	Cannon, Elisabeth	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments and reset with st. st. pins.	1
D5-13	Henry	slab - hs	marble	titling	reset	1
D5-14	Freddie & Lizzie	2 units	granite/marble	cracked at pin locations	disassemble, remove old pins, grout cracks, reset with st. st. pins	1
D5-15	Willcox, Charles	3 units	brownstone/marble	2nd unit cracked at pin location	remove old pins, grout cracks and reset with st. st. pins	1
D5-16	illeg.	2 units	granite/marble	upper unit broken, fragment in granite slotbase	adhere fragments	1
D5-17	facedown	slab - fs	marble	toppled	reset	1
D5-18	V., Joseph	3 units	granite/marble	2nd unit broken 2 pieces	disassemble, remove pins, adhere fragments and reset with st. st. pins	1
D5-19	facedown	3 units	brownstone/marble	toppled, old pins	remove old pins and reset with st. st. pins	1
D5-20	facedown	2 units	marble	toppled	reset with st. st. pins	1
D5-21	illeg.	2 units	brownstone/marble	loose on base	reset	2
D5-22	facedown	3 units	granite/marble	upper unit broken 2 pieces, prior repairs	remove prior repair, re-adhere fragments and reset with st. st. pins	1
D5-23	S.B.S.	2 units	granite	toppled	reset with st. st. pins	1
D5-24	facedown	2 units	granite/marble	toppled	reset with st. st. pins	1
D5-25	facedown	3 units	granite/marble	2nd unit broken, old pins	remove old pins, repair 2nd unit and reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
D5-26	Remington, Acoomba	3 units	brownstone/marble	toppled by growth of tree roots	reset with st. st. pins on level ground	1
D5-27	Rice, Issac	3 units	brownstone/marble	toppled	reset with st. st. pins	1
D5-28	Rice, Sarah	3 units	brownstone/marble	toppled	reset with st. st. pins	1
loose on base SAFETY						
D5-29	Clark, Alden	2 units	brownstone/marble	HAZARD	reset with st. st. pins	1
D5-30	Spooner, Mercy	3 units	granite/marble	toppled	reset with st. st. pins	1
D5-31	illeg.	box tomb	brownstone/marble		(see separate inventory)	
D6-1	illeg.	2 units	granite/marble	toppled	reset with st. st. pins	1
D6-2	illeg.	2 units	granite/marble	toppled	reset with st. st. pins	1
D6-3	Hannah	2 units	granite/marble	toppled	reset with st. st. pins	1
D6-4	Simmons, Silence	3 units	granite/marble	2nd unit broken at pin locations	disassemble, remove pins, adhere fragments, reset with st. st. pins	1
D6-5	illeg.	2 units	granite/marble	upper unit broken 2 pieces, old adhesive	remove old adhesive, re-adhere fragments	1
D6-6	Butler, James	2 units	granite/marble	toppled	reset with st. st. pins	1
D6-7	Butler, Eliza	2 units	granite/marble	toppled	reset with st. st. pins	1
D6-8	Jenks, Joseph	2 units	granite/marble	toppled	reset with st. st. pins	1
D6-9	facedown	slab - fs	marble	toppled	reset	1
D6-10	Jenks, Daniel	3 units	granite/marble	loose, upper unit broken 2 pieces	disassemble, remove existing pins, adhere fragments, reset with st. st. pins	1
D6-11	Jenks, Daniel	3 units	granite/marble	upper unit spalled, piece missing	fill loss at upper unit and reset with st. st. pins	1
D6-12	Daniel	2 units	brownstone/marble	toppled	reset with st. st. pins	1
D6-13	Walter, Caroline	2 units	brownstone/marble	toppled	reset with st. st. pins	1
D6-14	Howland, Maria	2 units	brownstone/marble	toppled	reset with st. st. pins	1
D6-15	Mosher, Warren	2 units	brownstone/marble	upper unit broken 2 pieces	adhere fragments and reset in b.s. slotbase	1
D6-16	Mosher, Susan	2 units	brownstone/marble	upper unit broke, 2 pieces	adhere fragments and reset in b.s. slotbase	1
D6-17	illeg.	slab - hs	marble	broken 3 pieces	adhere fragments and reset	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
D6-18	Sybil	3 units	granite/marble	upper unit broken 2 pieces loose on base SAFETY	adhere fragments and reset with st. st. pins	1
D6-19	Slocum, Clarissa	3 units	granite/marble	HAZARD	reset with st. st. pins	1
D6-20	illeg.	2 units	granite/marble	upper unit broken 2 pieces	adhere fragments and reset in granite slotbase	1
D6-21	illeg.	2 units	granite/marble	toppled	reset	1
D6-22	illeg.	2 units	granite/marble	toppled	reset	1
D6-23	illeg.	2 units	marble	upper unit broken 2 pieces	adhere fragments and reset in marble slotbase	1
D6-24	facedown	slab - fs	marble	broken, section missing	extend bottom and reset	1
E1-1	Devoll, ...	3 units	granite/marble	toppled	reset with st. st. pins	1
E1-2	illeg.	3 units	granite/marble	middle unit spalled	disassemble, repair middle unit, reset with st. st. pins	2
E1-3	Baby	3 units	granite/marble	loose on base	reset with st. st. pins	1
E1-4	Pierce, Freddy	3 units	granite/marble	loose on base	reset with st. st. pins	1
E2-1	E.R.S.	slab - fs	marble	titling	reset	1
E2-2	Levi	slab - hs	marble	titling	reset	1
E2-3	Tripp, Stephen	3 units	granite/marble	upper unit broken 4 pieces	adhere fragments and reset with st. st. pins	1
E2-4	Tripp, Patience	3 units	granite/marble	loose, cracks at pin locations	reset with st. st. pins, grout cracks	1
E2-4a	illeg.	2 units	granite/marble	toppled	reset with st. st. pins	1
E2-5	Tripp, Lucy	3 units	granite/marble	loose, cracks at pin locations	reset with st. st. pins, grout cracks	1
E2-6	Reynolds, Lenora	3 units	granite/marble	toppled	reset with st. st. pins	1
E2-7	Briggs, Louisa	2 units	granite/marble	upper unit spalled	fill loss in upper unit, reset with st. st. pins	1
E3-1	Pierce, Almira	3 units	granite/marble	upper unit broken 2 pieces SAFETY HAZARD loose on	adhere fragments and reset with st. st. pins	1
E3-2	Wolf, Anna	3 units	granite/marble	base and leaning	reset with st. st. pins	1
E3-3	illeg.	slab - hs	marble	broken in 3 pieces	adhere pieces and reset	1
E3-4	White, Hannah	3 units	granite/marble	toppled	reset with st. st. pins	1
E3-5	White, Hannah	2 units	granite/marble	toppled	reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
E3-6	illeg.	2 units	brownstone/marble	upper unit broken 2 pieces, old repairs	remove old adhesive and adhere fragments, clean and grout slotbase	1
E3-7	Standish, Abby	slab - hs	marble	broken 2 pieces	adhere fragments and reset	1
E3-8	Eldridge, Daniel	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
E3-9	Eldridge, Abigail	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
E3-10	Eldridge, ...	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
E3-10a	W.H.E.	slab - fs	marble	toppled	reset	1
E3-11	Eldridge, William	2 units	granite/marble	middle unit broken, section missing	set upper unit on granite base with st. st. pins	1
E3-12	Bonney, Calvin	3 units	granite/marble	middle unit cracked with old pins	remove old pins, grout cracks and reset	1
E3-13	facedown	3 units	granite/marble	upper unit broken 3 pieces	adhere fragments and reset with st. st. pins	1
E3-14	Eaton, Mary	2 units	brownstone/marble	upper unit broken 2 pieces, old repairs	remove adhesive and re-adhere fragments	1
E3-15	Morton, Hepsi...	2 units	granite/marble	loose in base	relevel base and mortar slab into slotbase	1
E3-16	Infant	2 units	granite/marble	titling	reset	1
E3-17	Hubband, Susan	3 units	granite/marble	toppled	reset with st. st. pins	1
E4-1	Brown, Frances	2 units	brownstone/marble	toppled	reset with st. st. pins	1
E4-2	Brown, Anne	2 units	marble	loose on base	resetw with st. st. pins	2
E4-3	..., Hannah	3 units	brownstone/marble	middle unit broken in 5 pieces, old pins	repair middle unit and reset with st. st. pins	1
E4-4	Phenix, Lavina	slab - hs	marble	titling	reset	1
E4-5	Handy	slab - fs	marble	tilting	reset	1
E4-6	illeg.	2 units	brownstone/marble	tilting	reset with st. st. pins	1
E4-7	facedown	slab - fs	marble	broken 2 pieces	adhere pieces and reset	1
E4-8	Roper, Margaret	slab - hs	marble	toppled	reset	1
E4-9	Stephenson, Josiah	slab - hs	marble	tilting	reset	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

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E4-10	Stephenson, Martha	slab - hs	marble	slab broken 2 pieces, old repairs	remove old adhesive, re-adhere fragments and reset in b.s. slotbase	1
E4-11	Martin, Robert	3 units	granite/marble	toppled	reset with st. st. pins	1
E4-12	Jane	monument				
E4-13	illeg.	2 units	brownstone/marble	upper unit broken 2 pieces, slotbase cracked	adhere fragments and reset in b.s. slotbase	1
E4-14	facedown	2 pieces	marble	toppled	reset with st. st. pins	1
SAFETY HAZARD loose on base, cracks at pin locations 2nd and 3rd units						
E4-15	Castle, Robert	3 units	granite/marble		disassemble, grout cracks, reset with st. st. pins	1
E4-16	Castle, William	3 units	granite/marble	loose on base, cracks at pin locations 2nd and 3rd units.	disassemble, grout cracks, reset with st. st. pins	1
E4-17	Castle, Frederick	2 units	brownstone/marble	b.s. slotbase broken 2 pieces	repair b.s. slotbase and reset in slot	1
E4-18	illeg.	3 units	granite/marble	upper unit loose and cracked at pin location, piece missing	remove pin, grout cracks and reset with st. st. pins, fill area of loss	1
E5-1	Chace, Sylvia	3 units	marble	upper unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
E5-2	Chase, Dean	3 units	marble	upper unit broken 3 pieces	adhere fragments and reset with st. st. pins	1
E5-3	V..., Catherine	monument			(see separate inventory)	
E5-4	Caswell, Catharine	2 units	brownstone/marble	toppled	reset with st. st. pins	1
E5-5	Hicks, Mary	2 units	marble	loose on base	reset with st. st. pins	1
SAFETY HAZARD loose on base						
E5-6	Caswell, John	3 units	granite/marble		reset with st. st. pins	1
E5-7	Brayton, Ruth	2 units	granite/marble	toppled	reset with st. st. pins	1
E5-8	King, Hannah	2 units	brownstone/marble	toppled	reset with st. st. pins	1
E5-9	Murdoch, Ann	2 units	granite/marble	tilting	reset with st. st. pins	1
E5-10	Murdoch, Thomas	2 units	granite/marble	toppled	reset with st. st. pins	1
E5-11	facedown	slab - fs	marble	tilting	reset	1
E5-12	Maxcey, William	2 units	granite/marble	toppled	reset with st. st. pins	1
E5-13	facedown	2 units	granite/marble	toppled	reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
E5-14	Shepardson	2 units	brownstone/marble	b.s. base fractured beyond repair	reset in ground	1
E5-15	facedown	2 units	granite/marble	toppled	reset with st. st. pins	1
E5-16	Willie	slab - fs	marble	slab broken 2 pieces, slotbase cracked	adhere fragments and grout b.s. slotbase	1
E5-17	Tobey	slab - hs	marble	toppled	reset	1
E5-18	..., William	slab - hs	marble	tilting	reset	1
E5-19	Sybil	slab - hs	marble	slab leaning, loose in base, b.s. base cracked	relevel base, remove all mortar and re-mortar slab in slotbase, repair slotbase	1
E5-20	facedown	slab - hs	marble	slab broken 2 pieces, old repairs	remove old adhesive and re-adhere fragments, re-level base	1
E5-21	facedown	slab - hs	marble	toppled	reset	1
E5-22	A.A.T.	slab - fs	marble	toppled	reset	1
E5-23	Tripp, Joseph	3 units	granite/marble	2nd unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
E5-24	Tripp, Emiline	3 units	granite/marble	toppled	reset with st. st. pins	1
E5-25	Ingraham, Sarah	2 units	granite/marble	toppled	reset with st. st. pins	1
E5-26	Field, William	2 units	granite/marble	toppled	reset with st. st. pins	1
E5-27	..., Malcolm	2 units	brownstone/marble	toppled	reset with st. st. pins	1
E5-28	Lebaron, Edmond	2 units	brownstone/marble	toppled	reset with st. st. pins	2
E5-29	illeg.	2 units	marble	upper unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
E5-30	illeg.	2 units	marble	upper unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
E5-31	illeg.	2 units	marble	upper unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
E5-32	Mosher, Nancy	3 units	granite/marble	toppled, 2nd unit cracked, old pins	repair 2nd unit, remove old pins and reset with st. st. pins	1
E5-33	Mosher, Alvin	3 units	granite/marble	upper unit broken 3 pieces, 1 piece missing, prior repairs	remove prior repairs, adhere fragments, fill area of loss, reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
E5-34	Mosher, Carrie	3 units	granite/marble	toppled	reset with st. st. pins	1
E5-35	Pierce, Ann	3 units	granite/marble	SAFETY HAZARD , loose on base		1
E5-36	Robinson, David	3 units	granite/marble	2nd unit missing	reset directly on granite base with st. st. pins	1
E5-37	Robinson, Eliza	3 units	granite/marble	upper unit broken 5 pieces	adhere fragments	1
E6-1	illeg.	3 units	marble	old mortar in slot 2nd unit	reomove old mortar and reset with st. st. pins	2
E6-2	Dyer, John	2 units	granite/marble	toppled	reset with st. st. pins	1
E6-3	illeg.	2 units	granite/marble	toppled	reset with st. st. pins	1
E6-4	Dyer, Jesse	2 units	granite/marble	toppled	reset with st. st. pins	1
E6-5	Dyer, Daniel	2 units	granite/marble	upper unit broken 3 pieces	adhere fragments and reset with st. st. pins	1
E6-6	facedown	2 units	brownstone/marble	upper unit broken 7 pieces	adhere fragments and reset in bs base	1
E6-7	..., Rebecca	slab - hs	marble	broken 2 pieces	adhere fragments and reset	1
E6-8	Allen, Betsey	slab - hs	marble	broken 2 pieces	adhere fragments and reset	1
E6-9	Wood, Sarah	2 units	granite/marble	toppled	reset with st. st. pins	1
E6-10	Howland, Sarah	2 units	granite/marble	toppled	reset with st. st. pins	1
E6-11	Hall, John	slab - hs	marble	tilting	reset	1
E6-12	Hathaway, Anna	2 units	brownstone/marble	toppled, spall at botton	fill loss and reset with st. st. pins	1
E6-13	Hathaway, Seth	2 units	brownstone/marble	toppled, spall at botton	fill loss and reset with st. st. pins	1
E6-14	facedown	slab - hs	marble	broken 2 pieces, lower fragment set in concrete	adhere fragments	1
E6-15	Simmons, Infant	slab - hs	marble	toppled	reset	1
E6-16	facedown	slab - fs	marble	toppled	reset	1
E6-17	Jenney, Almyra	2 units	brownstone/marble	toppled	reset with st. st. pins	1
E6-18	Jenney, Leonard	2 units	granite/marble	SAFETY HAZARD , loose on base		1
E6-19	Jenney, Caleb	2 units	granite/marble	upper unit broken 3 pieces	adhere fragments and reset with st. st. pins	1
E6-20	Gifford, Jesse	3 units	granite/marble	toppled	reset with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
E6-21	Dunham, Robert	3 units	granite/marble	toppled, ferrous pins in 2nd unit	remove ferrous pins and reset with st. st. pins	1
E6-22	Bonney, Samuel	2 units	brownstone/marble	slotbase broken - piece missing	repair bs slotbase and reset with st. st. pins	2
E6-23	Pease, Abner	slab - hs	marble	broken 2 pieces	adhere fragments and reset	1
E6-24	Fuller, Mercy	2 units	brownstone/marble	toppled	reset with st. st. pins	2
E6-25	Mack, Mary	2 units	brownstone/marble	brownstone base broken beyond repair	reset in ground	1
E6-26	Devoll, William	3 units	granite/marble	upper unit cracked and spalled, piece missing, old pins	remove old pins, fill loss, grout crack, reset with st. st. pins	1
E6-27	H.C.	slab - fs	marble	toppled	reset	1
E6-28	illeg.	slab - hs	marble	broken 2 pieces, section missing	adhere fragments, fill loss	1
E6-29	J.E.	2 units	granite/marble	toppled	reset with st. st. pins	1
E6-30	Irving, William	2 units	brownstone/marble	toppled	reset with st. st. pins	1
E6-31	Gifford, Mary Ann	3 units	granite/marble	toppled, 2nd unit missing, spalled at bottom of upper unit	fill loss and reset on granite base with st. st. pins	1
E6-32	Gifford, Maria	slab - hs	marble	toppled	reset	1
E6-33	Gifford, Cainan	2 units	granite/marble	toppled	reset with st. st. pins	1
E6-34	..., Sarah	2 units	marble	toppled	reset	1
E6-35	Hested, William	2 units	granite/marble	leaning	reset	1
E6-36	Hested, Ella and Nellie	2 units	brownstone/marble	loose on base	reset with st. st. pins	1
E6-37	Sowle, W.	slab - hs	marble	toppled	reset	1
E7-1	Bliss, Amy	slab - hs	marble	titling	reset	1
E7-2	Baxter, Abby	2 units	granite/marble	upper unit broken 3 pieces	adhere fragments	1
E7-3	Baxter, Abby	2 units	granite/marble	upper unit broken 3 pieces	adhere fragments	1
E7-4	Baxter, Susan	2 units	granite/marble	upper unit broken 3 pieces	adhere fragments	1
E7-5	Baxter, Annie	2 units	granite/marble	upper unit broken 3 pieces	adhere fragments	1
E7-6	Baxter, Susan	3 units	granite/marble	SAFETY HAZARD , upper unit cracked, 2nd unit spalled	disassemble, grout cracks and fill losses, reset with st. st. pins	1
E7-7	Sanford	3 units	granite/marble	upper unit spalled, old pins	remove old pins, fill loss and reset with st. st. pins	2

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
E7-8	Dillingham, Robert	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
E7-9	Kirby, Nicholas	3 units	granite/marble	toppled	reset with st. st. pins	1
E7-10	face-down	3 units	granite/marble	toppled	reset with st. st. pins	1
E7-11	face-down	2 units	brownstone/marble	toppled, both units cracked, base tilted	reset with st. st. pins, grout cracks, level base	1
E7-12	Sears, Mattie	2 units	granite/marble	toppled	reset with st. st. pins	1
E7-13	Gibbs, Mercy	2 units	granite/marble	upper unit broken 2 pieces	adhere fragments	1
E7-14	Gibbs, Samuel	3 units	granite/marble	upper unit broken 2 pieces	adhere fragments	1
E7-15	Colyar, Henry	3 units	granite/marble	toppled	reset with st. st. pins	1
E7-16	Tripp, Abby	3 units	granite/marble	toppled	reset with st.st. pins	1
E7-17	Tripp, Adam	3 units	granite/marble	toppled	reset with st.st. pins	1
E7-18	face-down	slab - hs	marble	toppled	reset	1
E7-19	Our Little Boy	2 units	granite/marble	toppled	reset with st. st. pins	1
E7-20	Bradford, Emma	2 units	granite/marble	toppled	reset with st. st. pins	1
E7-21	..., Carrie	2 units	granite/marble	toppled	reset with st. st. pins	1
E7-22	Bradford, Horatio	2 units	granite/marble	toppled	reset with st. st. pins	1
E7-23	Pierce, Alice	2 units	granite/marble	toppled	reset with st. st. pins	1
E7-24	R.D.	2 units	granite/marble	toppled	reset with st. st. pins	1
E7-25	Brightman, ...	2 units	brownstone/marble	toppled	reset with st. st. pins	1
E7-26	Lydia	2 units	granite/marble	upper unit broken 2 pieces	adhere fragments	1
E7-27	illeg.	slab - hs	marble	bottom missing	extend bottom and reset	1
E8-1	face-down	3 units	granite/marble	2nd unit broken and cracked, old repairs	repair 2nd unit and reset upper unit with st. st. pins	1
E8-2	illeg.	2 units	brownstone/marble	upper unit broken 2 pieces	adhere fragments	1
E8-3	illeg.	2 units	brownstone/marble	upper unit broken 2 pieces	adhere fragments	1
E8-4	illeg.	2 units	brownstone/marble	upper unit broken 2 pieces, bs base cracked	adhere fragments, grout cracks, reset in b.s. slotbase	1
E8-5	Norton	2 units	brownstone/marble	toppled	reset with st. st. pins	1
E8-6	..., Phebe	2 units	brownstone/marble	upper unit broken 2 pieces, old adhesive	remove old adhesive and re-adhere fragments, reset in ground	1
E8-7	illeg.	2 units	granite/marble	upper unit broken 4 pieces, old adhesive	remove old adhesive and re-adhere fragments	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
E8-8	Stubbs, James	2 units	brownstone/marble	toppled	reset with st. st. pins	1
E8-9	Hathaway, Hannah	2 units	brownstone/marble	toppled	reset with st. st. pins	1
E8-10	Hathaway, Patience	2 units	granite/marble	toppled	reset with st. st. pins	1
E8-11	Howland, Alfred and George	2 units	brownstone/marble	upper unit broken 2 pieces	adhere fragments and reset in b.s. base	1
E8-12	Brown, Joseph	3 units	brownstone/marble	toppled	reset with st. st. pins	1
E8-13	J.R.	slab - fs	marble	toppled	reset	1
E8-14	Plummer, Amanda	3 units	granite/marble	2nd unit broken 2 pieces, section missing	repair 2nd unit and reset with st. st. pins	1
E8-15	..., Daniel	2 units	brownstone/marble	upper unit broken 2 pieces	adhere fragments and reset on b.s. base	1
E8-16	illeg.	2 units	granite/marble	upper unit broken 3 pieces	adhere fragments and reset on granite base	1
E8-17	illeg.	2 units	brownstone/marble	brownstone base cracked	repair base and reset in slot	1
E8-18	illeg.	2 units	granite/marble	toppled	reset with st. st. pins	1
E8-19	illeg.	2 units	brownstone/marble	toppled	reset with st. st. pins	1
E8-20	..., Joseph	slab - hs	marble	slab broken 2 pieces	adhere fragments and reset in ground	1
SAFETY HAZARD, loose on						
E8-21	White, Ruth	3 units	granite/marble	base	reset with st. st. pins	1
E8-22	illeg.	slab - fs	marble	toppled	reset	1
F1-1	illeg.	3 units	brownstone/marble	upper unit broken 2 pieces	adhere fragments	1
F1-2	A.H.	slab - fs	marble	toppled	reset	1
F1-3	facedown	3 units	brownstone/marble	upper unit broken 4 pieces	adhere fragments	1
F1-4	Cushman, Roxa	2 units	brownstone/marble	topped	reset with st. st. pins	1
SAFETY HAZARD, upper unit spalled at bottom, broken 2 pieces						
F2-1	Sweet, Betsey	3 units	granite/marble		adhere fragments, fill losses, reset with st. st. pins	1
F2-2	Morgan, Joseph	2 units	granite/marble	upper unit broken 2 pieces, cement collar on base	adhere fragments, remove cement and reset on granite base	1
F2-3	Morgan, Emma	2 units	granite/marble	granite base broken, cement in slot	remove cement from slot and reset in base with st. st. pins	1

**Rural Cemetery
New Bedford, MA
Summary of Survey Results
for Grave Markers**

ID Number	Name	Type of Marker or Object	Type of Stone	Condition	Treatment	Priority
F2-4	Hawes, Jonathan	2 units	granite/marble	upper unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
F2-5	Dumber, Charlott	3 units	granite/marble	upper unit broken - piece missing	fill loss and reset with st. st. pins	1
F2-6	Pease, Manuel	3 units	granite/marble	loose on base	reset	2
F3-1	Rollins, ...	4 units	granite/marble	upper unit broken, piece missing, ferrous pins	remove ferrous pins and reset with st. st. pins	1
F3-2	facedown	2 units	granite/marble	toppled	reset	1
F3-3	Swift, Mary	2 units	granite/marble	upper unit broken, base broken	repair granite base and reset	1
F3-4	Tucker, Lucy	3 units	granite/marble	toppled	reset with st. st. pins	1
F3-5	Tucker, John	3 units	granite/marble	toppled	reset with st. st. pins	1
F3-6	Hussey, Elizabeth	3 units	granite/marble	2nd unit broken	repair 2nd unit and reset with st. st. pins	1
F4-1	..., Maryann	3 units	granite/marble	loose on base	reset with st. st. pins	1
F4-2	Borden, James	2 units	granite/marble	toppled	reset with st. st. pins	1
F4-3	Holt, Mercy	4 units	granite/marble	upper unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
F5-1	Francis, Frank	2 units	marble	lower unit broken 2 pieces	adhere fragments and reset with st. st. pins	1
F5-2	illeg.	3 units	marble	loose on base	reset with st. st. pins	2
F5-3	Hart, Charles	3 units	granite/marble	leaning	reset	2
F5-4	facedown	3 units	granite/marble	toppled	reset with st. st. pins	1
F5-5	illeg.	3 units	marble	leaning	reset with st. st. pins	2
F5-6	Ollie	2 units	marble	toppled	reset with st. st. pins	1
F5-7	Cowdell, Mark	2 units	marble	toppled	reset with st. st. pins	1
F6-1	Butler, Rose	2 units	granite	leaning	reset with st. st. pins	2
F6-2	Fairweather, William	2 units	marble	leaning	reset with st. st. pins	1
F6-3	Joseph, Laura	2 units	marble	leaning	reset with st. st. pins	1
F6-4	Fairweather, J.S.	slab - hs	marble	tilting	reset	2
F6-5	Fairweathr, Lavina	slab - hs	marble	tilting	reset	1
F6-6	illeg.	slab - hs	marble	tilting	reset	1
F6-7	Robinson, Nancy	2 units	brownstone/marble	brownstone slot base broken 2 pieces	adhere fragments of bs base and reset with st. st. pins	1

ATTACHMENT C

BASE MAP with Stone Count

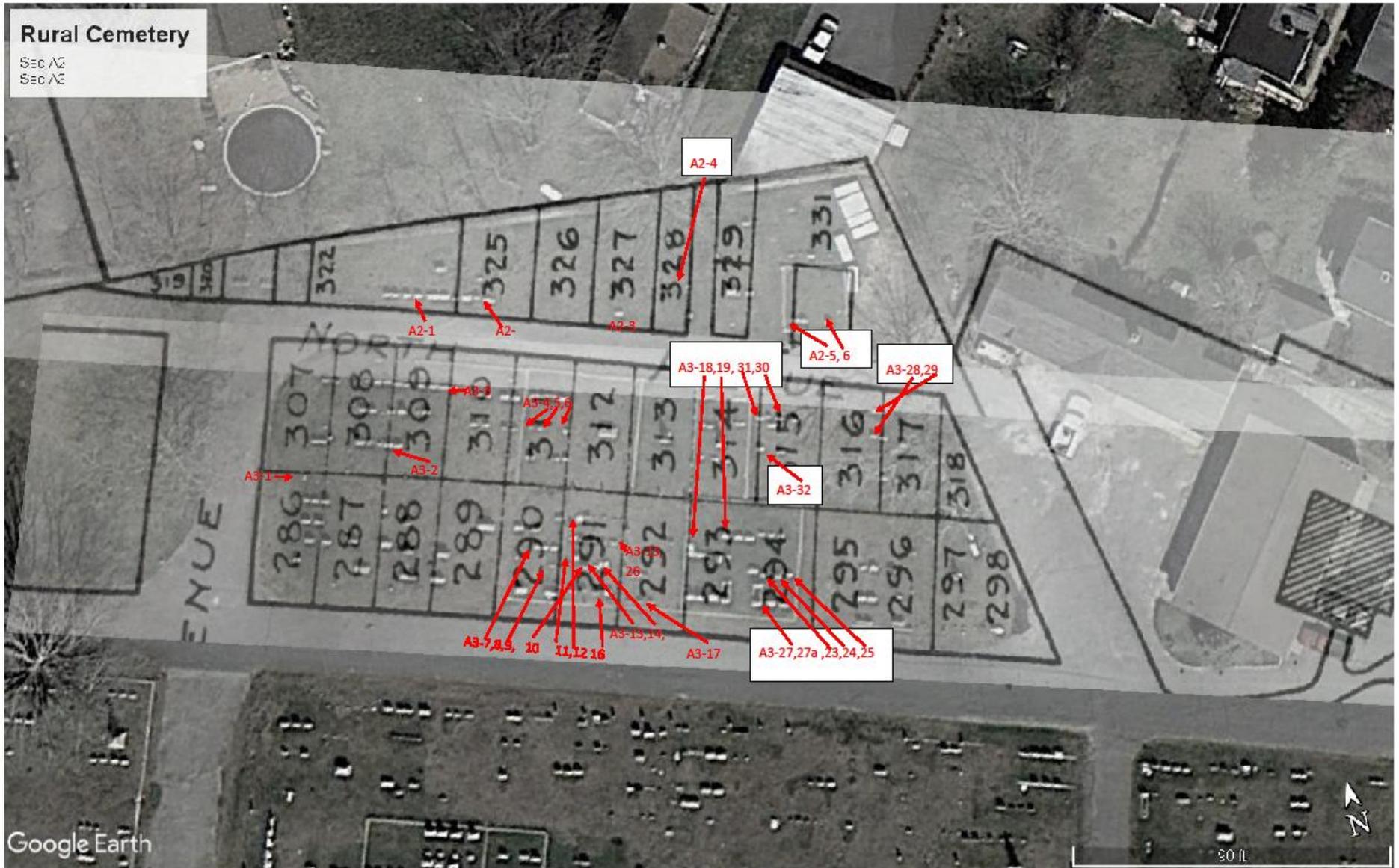


- A-1 has 33 stones requiring treatment
- A-2 has 6
- A-3 has 32
- B-1 has 59
- B-2 has 89
- B-3 has 43
- B-4 has 23
- B-5 has 22
- B-6 has 21
- C-1 has 75
- C-2 has 5
- D-1 has 17
- D-2 has 12
- D-3 has 45
- D-4 has 42
- D-5 has 31
- D-6 has 24
- E-1 has 4
- E-2 has 8
- E-3 has 17
- E-4 has 18
- E-5 has 37
- E-6 has 37
- E-7 has 27
- E-8 has 22
- F-1 has 1
- F-2 has 6
- F-3 has 6
- F-4 has 3
- F-5 has 7
- F-6 has 16

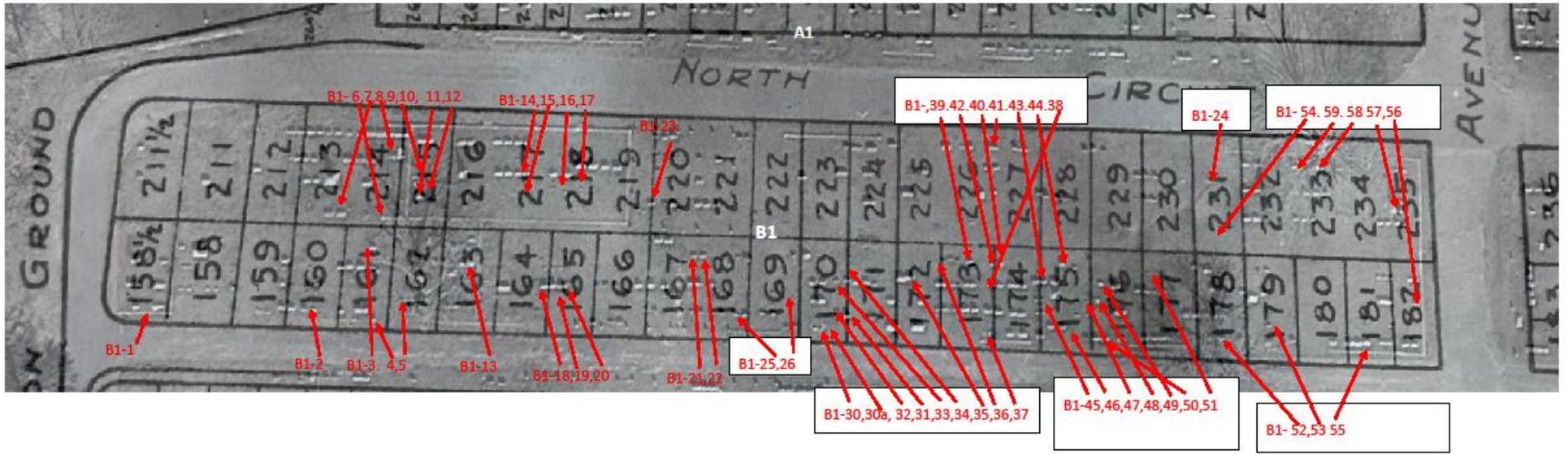
Section A1



Sections A2 & A3



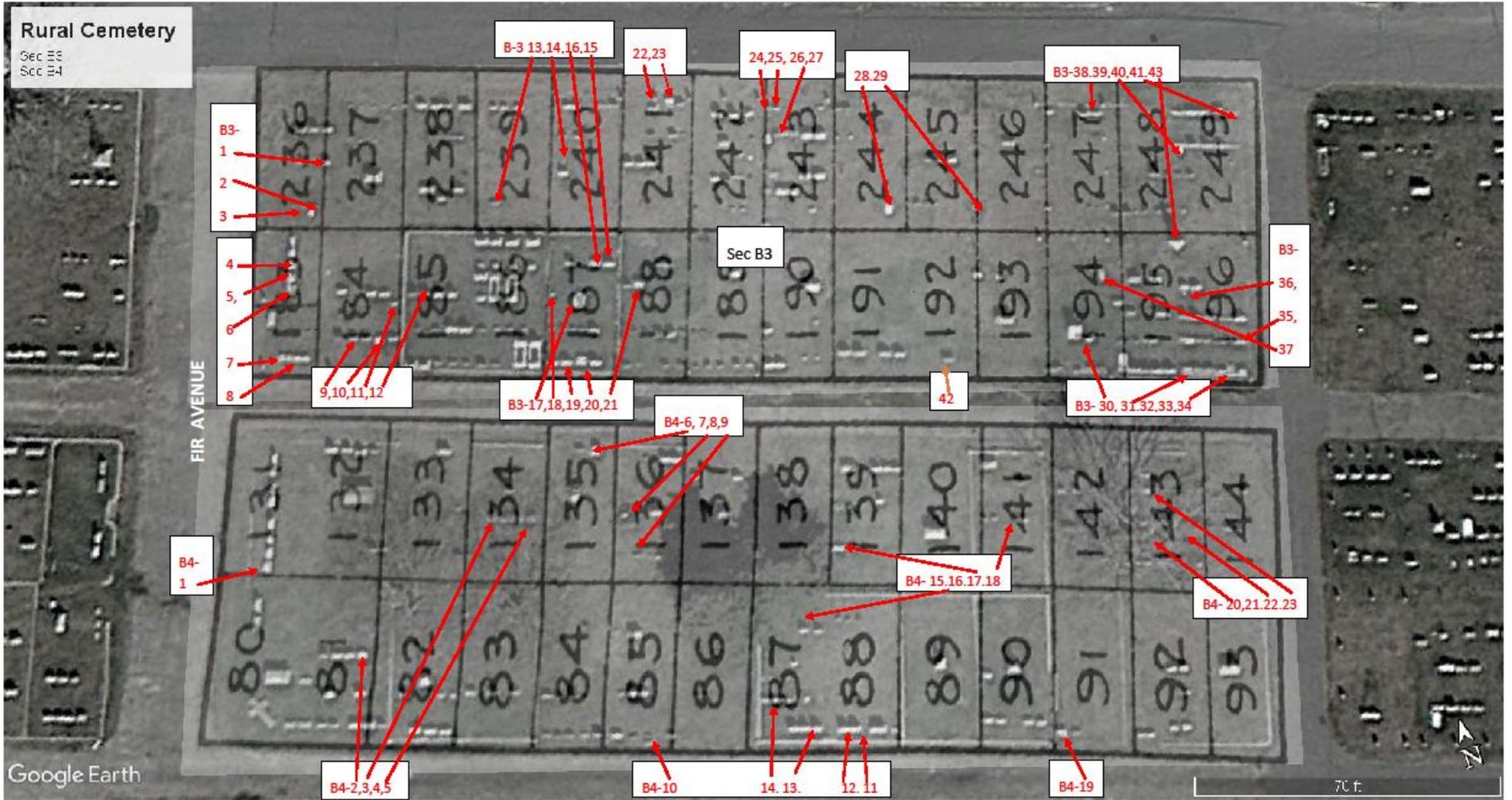
Section B1



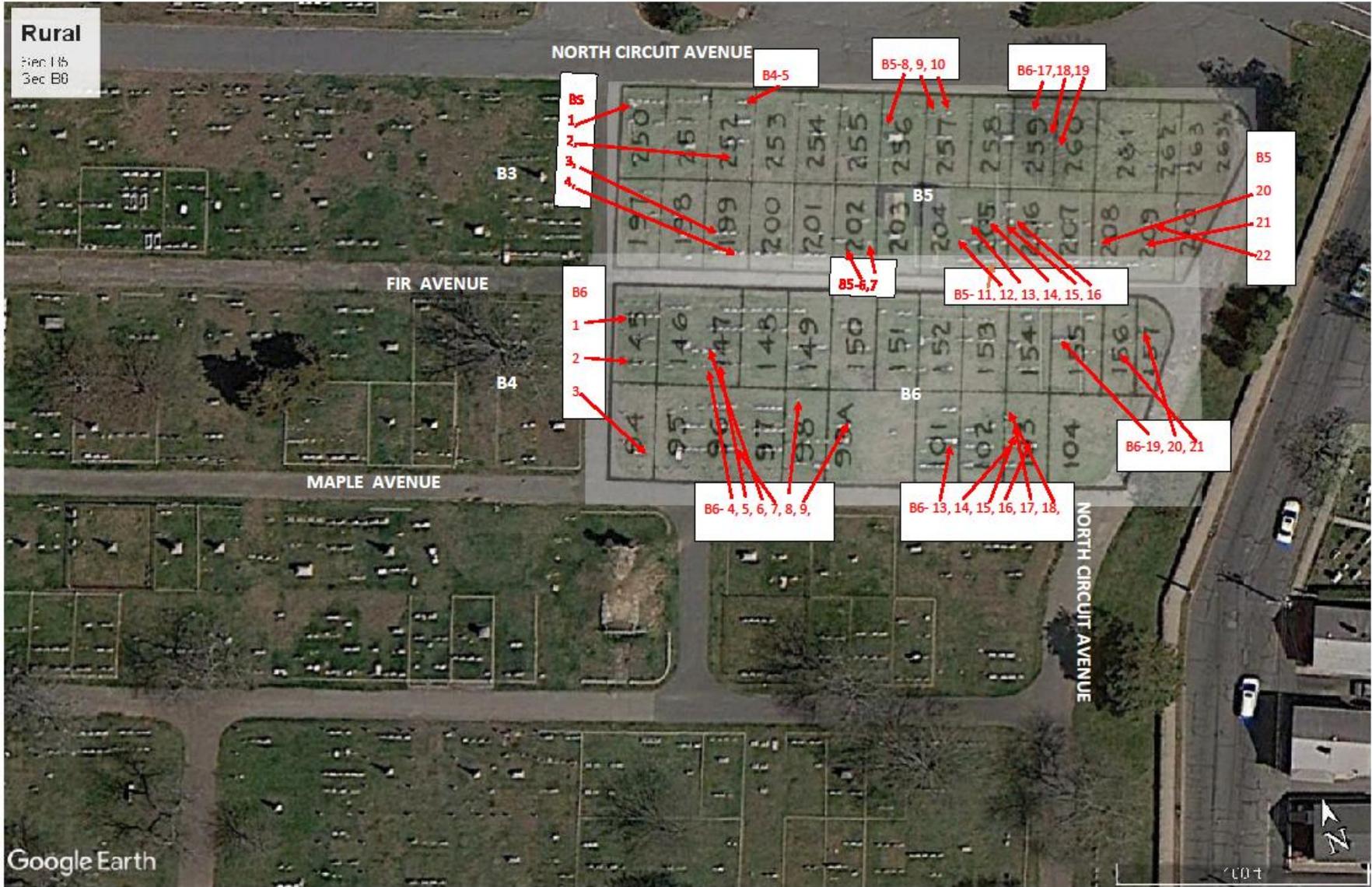
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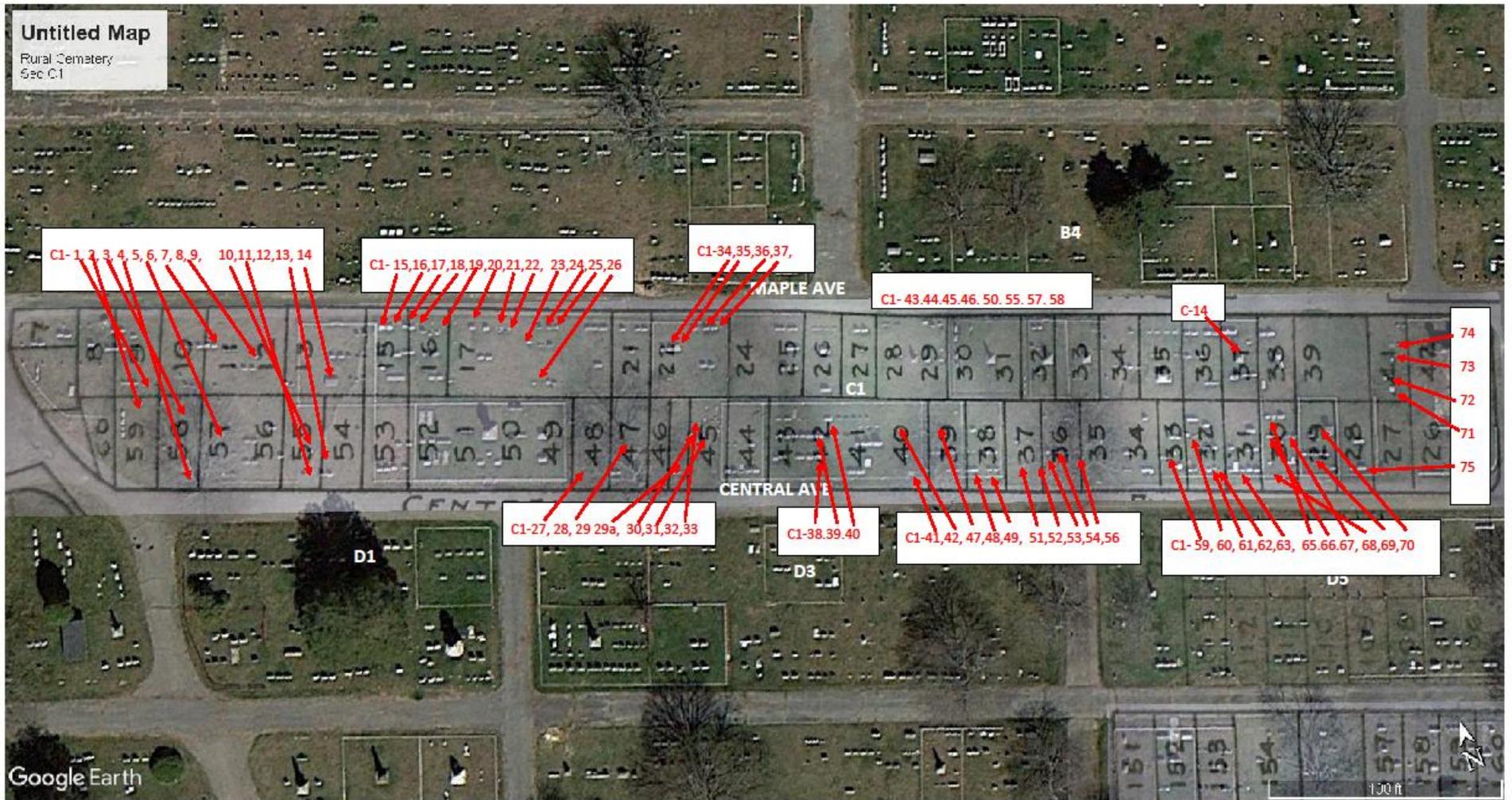
Sections B3 & B4



Sections B5 & B6



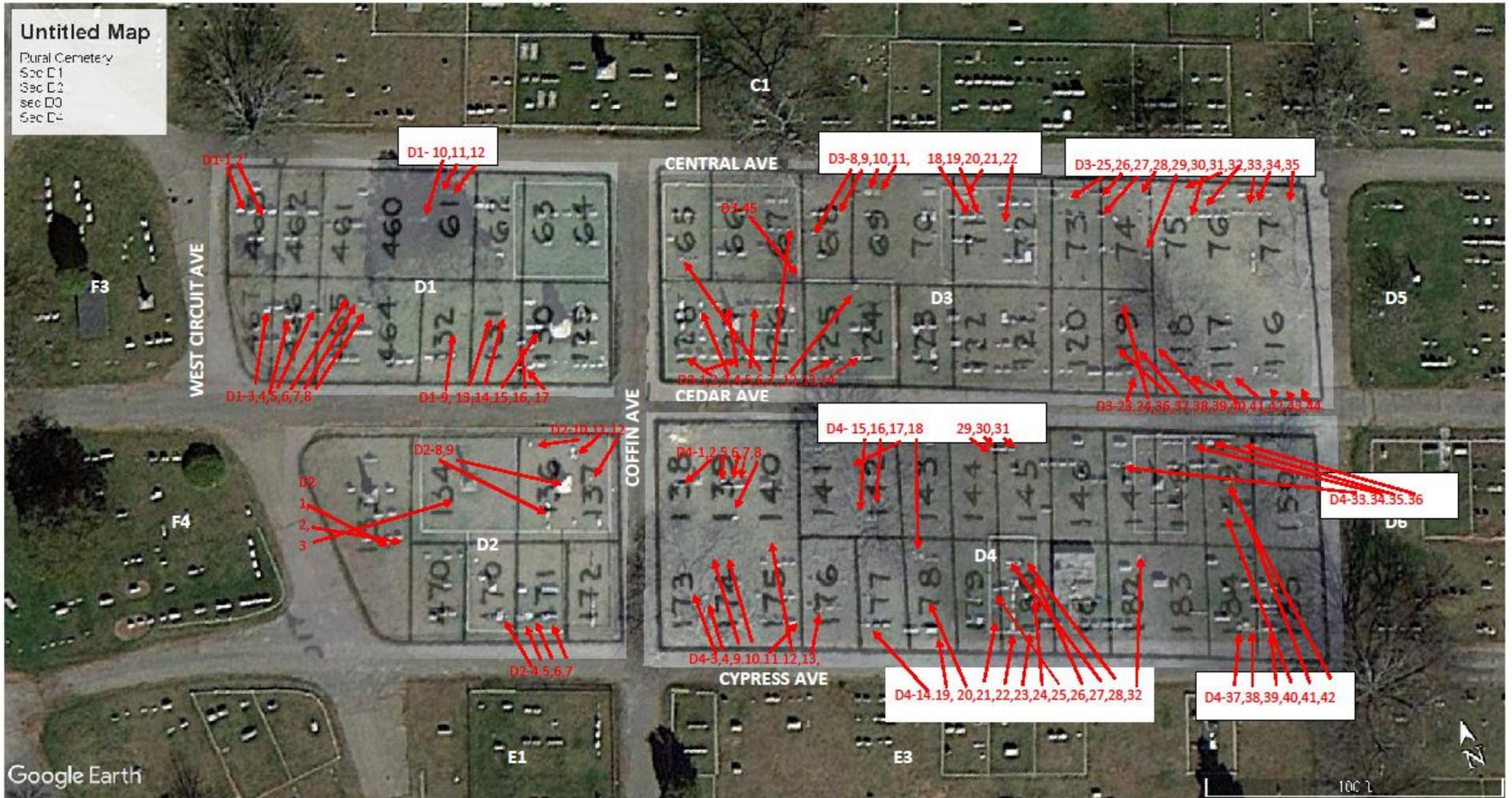
Section C1



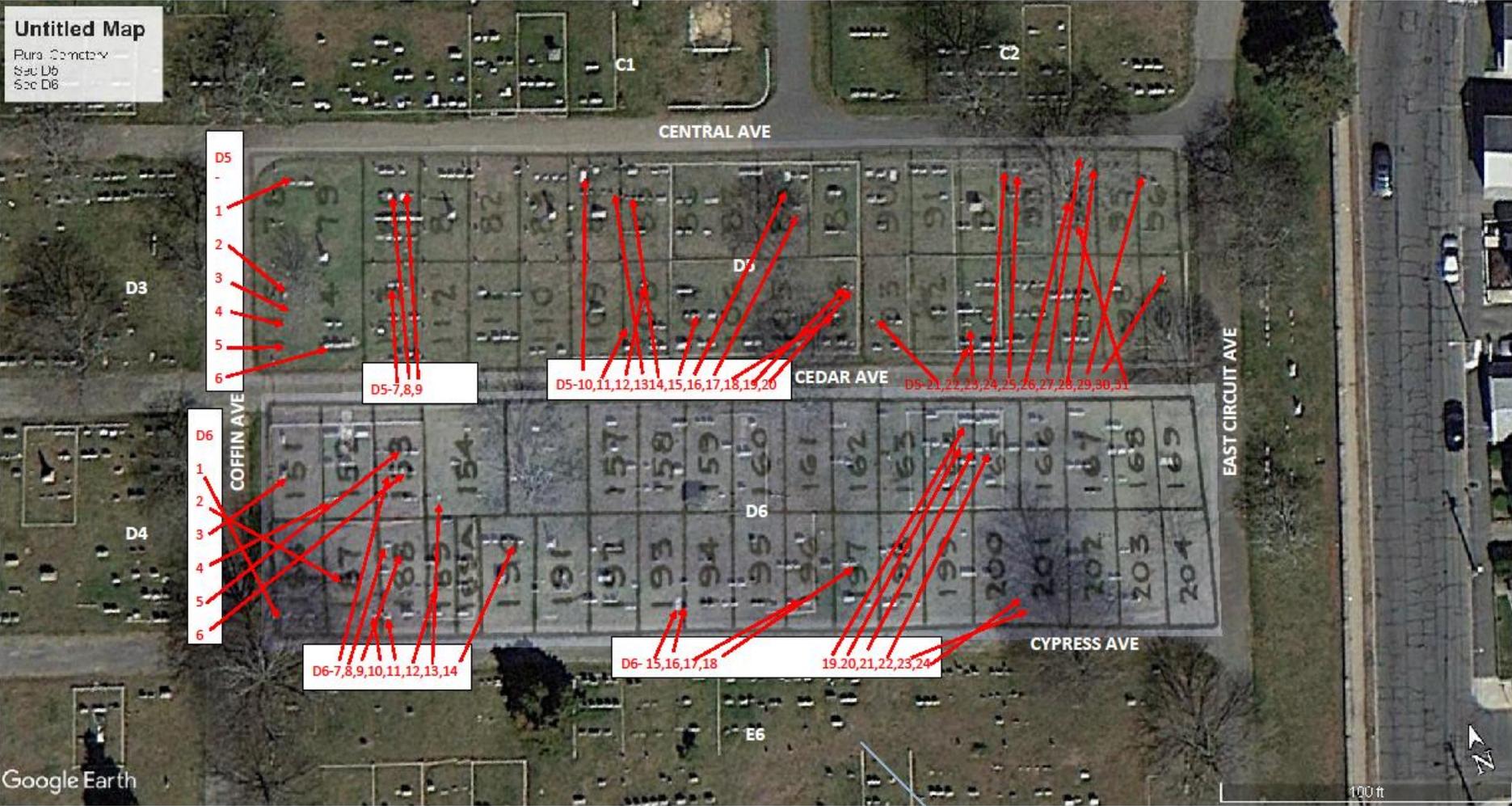
Section C2



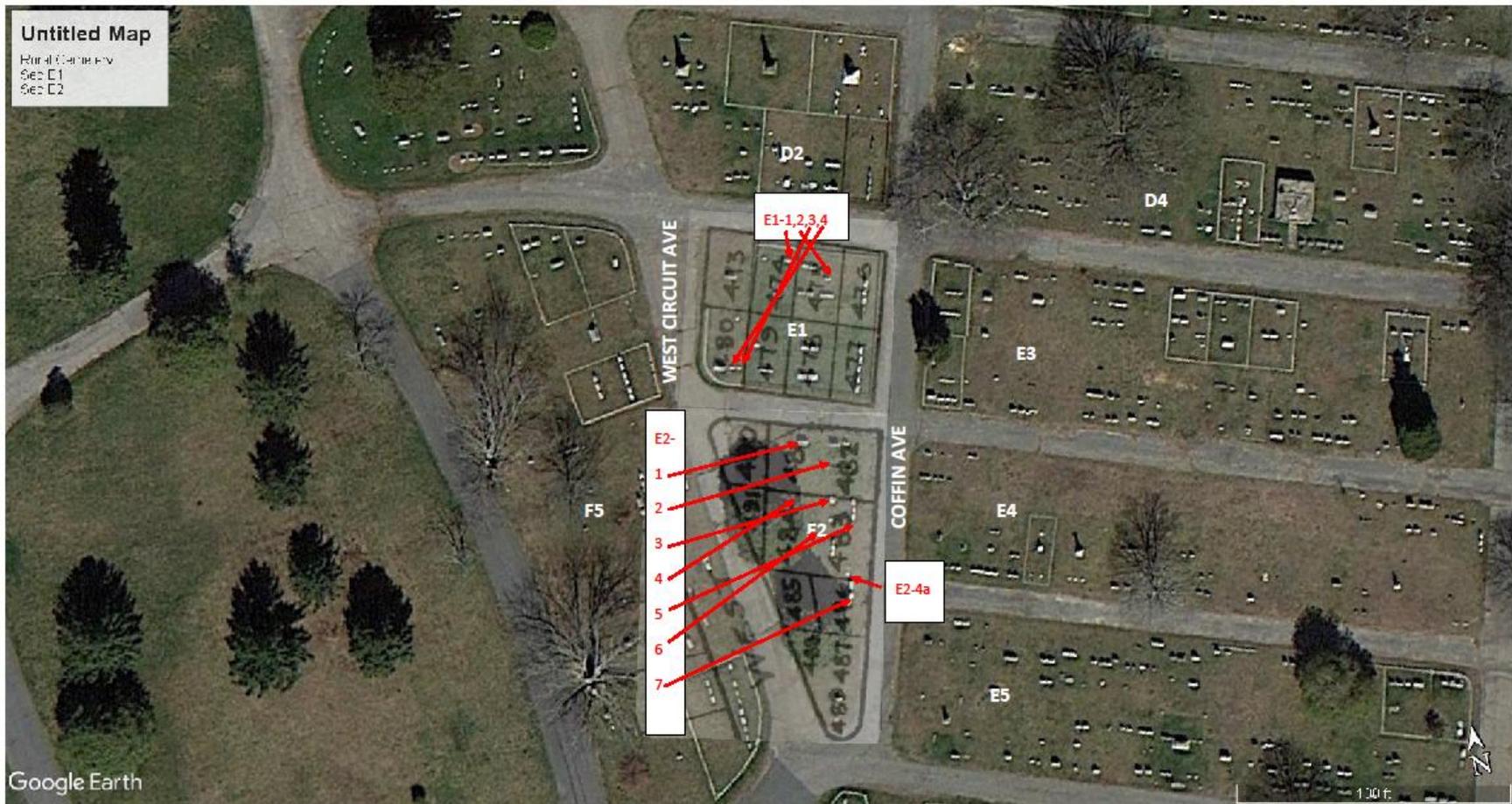
Sections D1, D2, D3 & D4



Sections D5 & D6



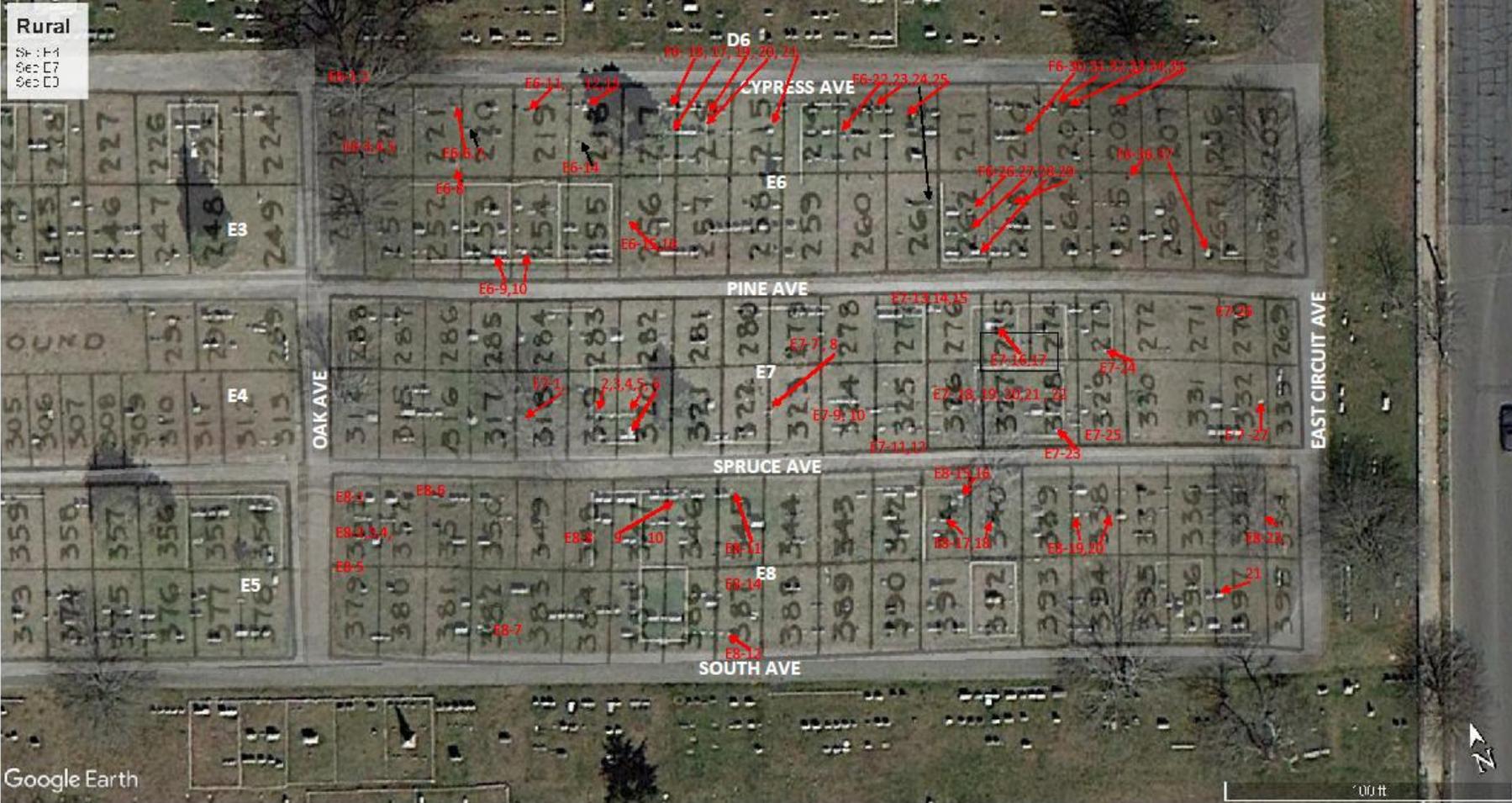
Sections E1 & E2



Sections E3, E4 & E5



Sections E6, E7 & E8



Sections F1, F2, F3 & F4



Section F5



Section F6



FORM FOR GENERAL BID

FROM:

TO: City of New Bedford
Purchasing Department
133 William Street
Room 208
New Bedford, MA 02740-5194

- A. The undersigned proposes to furnish all labor and materials required for _____, in accordance with the accompanying Plans and Specifications prepared by _____ for the Contract Price specified below, subject deductions in accordance with terms of the Specifications,
- B. This bid includes addenda numbered _____,
- C. The Proposed Contract Price is _____
_____ DOLLARS (\$_____)

The undersigned agrees that, if selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a payment bond with a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority in the amount of (50%) fifty percent of the total contract price.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all the laws and regulations applicable to awards made subject to 44A.

The undersigned further certifies under the pains and penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provision of section twenty-nine F of chapter twenty-nine or any other applicable debarment provisions of any other chapter of the General laws or any rule or regulation promulgated thereunder.

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes reporting of employees and contractor, and withholding and remitting child support.

Signature of person submitting bid

Name of business

Address

City, State, Zip

Telephone

Email



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS**

Prevailing Wage Rates

**As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

CHARLES D. BAKER
Governor

ROSALIN ACOSTA
Secretary

KARYN E. POLITO
Lt. Governor

WILLIAM D MCKINNEY
Director

Awarding Authority: City of New Bedford
Contract Number: 20175034 **City/Town:** NEW BEDFORD
Description of Work: The work of this section consists of the provision of all materials, labor and equipment and the necessary and/or required for the complete execution of all stone conservation and resetting as reset
Job Location: Multiple locations

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$34.25	\$12.41	\$12.70	\$0.00	\$59.36
	12/01/2019	\$34.25	\$12.41	\$13.72	\$0.00	\$60.38
	06/01/2020	\$35.15	\$12.41	\$13.72	\$0.00	\$61.28
	08/01/2020	\$35.15	\$12.91	\$13.72	\$0.00	\$61.78
	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$34.32	\$12.41	\$12.70	\$0.00	\$59.43
	12/01/2019	\$34.32	\$12.41	\$13.72	\$0.00	\$60.45
	06/01/2020	\$35.22	\$12.41	\$13.72	\$0.00	\$61.35
	08/01/2020	\$35.22	\$12.91	\$13.72	\$0.00	\$61.85
	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$34.44	\$12.41	\$12.70	\$0.00	\$59.55
	12/01/2019	\$34.44	\$12.41	\$13.72	\$0.00	\$60.57
	06/01/2020	\$35.34	\$12.41	\$13.72	\$0.00	\$61.47
	08/01/2020	\$35.34	\$12.91	\$13.72	\$0.00	\$61.97
	12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	06/01/2019	\$36.00	\$12.50	\$8.85	\$0.00	\$57.35
	12/01/2019	\$37.00	\$12.50	\$8.85	\$0.00	\$58.35
	06/01/2020	\$38.00	\$12.50	\$8.85	\$0.00	\$59.35
	12/01/2020	\$39.00	\$12.50	\$8.85	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
2	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
3	70	\$31.30	\$7.07	\$12.40	\$0.00	\$50.77
4	75	\$33.53	\$7.07	\$13.30	\$0.00	\$53.90
5	80	\$35.77	\$7.07	\$14.18	\$0.00	\$57.02
6	85	\$38.00	\$7.07	\$15.07	\$0.00	\$60.14
7	90	\$40.24	\$7.07	\$15.95	\$0.00	\$63.26
8	95	\$42.47	\$7.07	\$16.84	\$0.00	\$66.38

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2019	\$54.40	\$10.75	\$21.30	\$0.00	\$86.45
BRICKLAYERS LOCAL 3 (NEW BEDFORD)	02/01/2020	\$55.04	\$10.75	\$21.30	\$0.00	\$87.09
	08/01/2020	\$56.39	\$10.75	\$21.45	\$0.00	\$88.59
	02/01/2021	\$57.03	\$10.75	\$21.45	\$0.00	\$89.23
	08/01/2021	\$58.43	\$10.75	\$21.61	\$0.00	\$90.79
	02/01/2022	\$59.02	\$10.75	\$21.61	\$0.00	\$91.38

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.20	\$10.75	\$21.30	\$0.00	\$59.25
2	60	\$32.64	\$10.75	\$21.30	\$0.00	\$64.69
3	70	\$38.08	\$10.75	\$21.30	\$0.00	\$70.13
4	80	\$43.52	\$10.75	\$21.30	\$0.00	\$75.57
5	90	\$48.96	\$10.75	\$21.30	\$0.00	\$81.01

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.52	\$10.75	\$21.30	\$0.00	\$59.57
2	60	\$33.02	\$10.75	\$21.30	\$0.00	\$65.07
3	70	\$38.53	\$10.75	\$21.30	\$0.00	\$70.58
4	80	\$44.03	\$10.75	\$21.30	\$0.00	\$76.08
5	90	\$49.54	\$10.75	\$21.30	\$0.00	\$81.59

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
<i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	06/01/2019	\$40.25	\$7.85	\$16.05	\$0.00	\$64.15
<i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2019	\$41.25	\$7.85	\$16.05	\$0.00	\$65.15
	06/01/2020	\$42.24	\$7.85	\$16.05	\$0.00	\$66.14
	12/01/2020	\$43.22	\$7.85	\$16.05	\$0.00	\$67.12
	06/01/2021	\$44.24	\$7.85	\$16.05	\$0.00	\$68.14
	12/01/2021	\$45.25	\$7.85	\$16.05	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
<i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00
	For apprentice rates see "Apprentice- LABORER"					
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
	For apprentice rates see "Apprentice- LABORER"					
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2019	\$41.90	\$9.40	\$18.95	\$0.00	\$70.25
	03/01/2020	\$42.50	\$9.40	\$18.95	\$0.00	\$70.85
	09/01/2020	\$43.15	\$9.40	\$18.95	\$0.00	\$71.50
	03/01/2021	\$43.75	\$9.40	\$18.95	\$0.00	\$72.10
	09/01/2021	\$44.40	\$9.40	\$18.95	\$0.00	\$72.75
	03/01/2022	\$45.00	\$9.40	\$18.95	\$0.00	\$73.35
	09/01/2022	\$45.65	\$9.40	\$18.95	\$0.00	\$74.00
	03/01/2023	\$46.25	\$9.40	\$18.95	\$0.00	\$74.60

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.95	\$9.40	\$1.73	\$0.00	\$32.08
2	60	\$25.14	\$9.40	\$1.73	\$0.00	\$36.27
3	70	\$29.33	\$9.40	\$13.76	\$0.00	\$52.49
4	75	\$31.43	\$9.40	\$13.76	\$0.00	\$54.59
5	80	\$33.52	\$9.40	\$15.49	\$0.00	\$58.41
6	80	\$33.52	\$9.40	\$15.49	\$0.00	\$58.41
7	90	\$37.71	\$9.40	\$17.22	\$0.00	\$64.33
8	90	\$37.71	\$9.40	\$17.22	\$0.00	\$64.33

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.25	\$9.40	\$1.73	\$0.00	\$32.38
2	60	\$25.50	\$9.40	\$1.73	\$0.00	\$36.63
3	70	\$29.75	\$9.40	\$13.76	\$0.00	\$52.91
4	75	\$31.88	\$9.40	\$13.76	\$0.00	\$55.04
5	80	\$34.00	\$9.40	\$15.49	\$0.00	\$58.89
6	80	\$34.00	\$9.40	\$15.49	\$0.00	\$58.89
7	90	\$38.25	\$9.40	\$17.22	\$0.00	\$64.87
8	90	\$38.25	\$9.40	\$17.22	\$0.00	\$64.87

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$29.99/ 3&4 \$35.85/ 5&6 \$54.22/ 7&8 \$60.14

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2019	\$27.52	\$7.07	\$7.86	\$0.00	\$42.45
CARPENTERS -ZONE 2 (Wood Frame)	10/01/2019	\$27.95	\$7.07	\$7.86	\$0.00	\$42.88

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 2

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
2	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
3	65	\$17.89	\$7.07	\$7.86	\$0.00	\$32.82
4	70	\$19.26	\$7.07	\$7.86	\$0.00	\$34.19
5	75	\$20.64	\$7.07	\$7.86	\$0.00	\$35.57
6	80	\$22.02	\$7.07	\$7.86	\$0.00	\$36.95
7	85	\$23.39	\$7.07	\$7.86	\$0.00	\$38.32
8	90	\$24.77	\$7.07	\$7.86	\$0.00	\$39.70

Effective Date - 10/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.77	\$7.07	\$0.00	\$0.00	\$23.84
2	60	\$16.77	\$7.07	\$0.00	\$0.00	\$23.84
3	65	\$18.17	\$7.07	\$7.86	\$0.00	\$33.10
4	70	\$19.57	\$7.07	\$7.86	\$0.00	\$34.50
5	75	\$20.96	\$7.07	\$7.86	\$0.00	\$35.89
6	80	\$22.36	\$7.07	\$7.86	\$0.00	\$37.29
7	85	\$23.76	\$7.07	\$7.86	\$0.00	\$38.69
8	90	\$25.16	\$7.07	\$7.86	\$0.00	\$40.09

Notes:
 % Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$19.45/ 3&4 \$26.96/ 5&6 \$34.19/ 7&8 \$36.95

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	07/01/2019	\$47.67	\$12.75	\$22.41	\$0.62	\$83.45
BRICKLAYERS LOCAL 3 (NEW BEDFORD)	01/01/2020	\$49.07	\$12.75	\$22.41	\$0.62	\$84.85

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.84	\$12.75	\$15.41	\$0.00	\$52.00
2	60	\$28.60	\$12.75	\$17.41	\$0.62	\$59.38
3	65	\$30.99	\$12.75	\$18.41	\$0.62	\$62.77
4	70	\$33.37	\$12.75	\$19.41	\$0.62	\$66.15
5	75	\$35.75	\$12.75	\$20.41	\$0.62	\$69.53
6	80	\$38.14	\$12.75	\$21.41	\$0.62	\$72.92
7	90	\$42.90	\$12.75	\$22.41	\$0.62	\$78.68

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$12.75	\$15.41	\$0.00	\$52.70
2	60	\$29.44	\$12.75	\$17.41	\$0.62	\$60.22
3	65	\$31.90	\$12.75	\$18.41	\$0.62	\$63.68
4	70	\$34.35	\$12.75	\$19.41	\$0.62	\$67.13
5	75	\$36.80	\$12.75	\$20.41	\$0.62	\$70.58
6	80	\$39.26	\$12.75	\$21.41	\$0.62	\$74.04
7	90	\$44.16	\$12.75	\$22.41	\$0.62	\$79.94

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
LABORERS - ZONE 2	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2019	\$49.18	\$12.00	\$15.60	\$0.00	\$76.78
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$50.33	\$12.00	\$15.60	\$0.00	\$77.93
	06/01/2020	\$51.43	\$12.00	\$15.60	\$0.00	\$79.03
	12/01/2020	\$52.58	\$12.00	\$15.60	\$0.00	\$80.18
	06/01/2021	\$53.68	\$12.00	\$15.60	\$0.00	\$81.28
	12/01/2021	\$54.83	\$12.00	\$15.60	\$0.00	\$82.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$50.66	\$8.20	\$21.45	\$0.00	\$80.31
	01/01/2020	\$50.96	\$8.20	\$22.10	\$0.00	\$81.26
	07/01/2020	\$52.06	\$8.20	\$22.10	\$0.00	\$82.36
	01/01/2021	\$53.16	\$8.20	\$22.10	\$0.00	\$83.46

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.33	\$8.20	\$0.00	\$0.00	\$33.53
2	55	\$27.86	\$8.20	\$5.78	\$0.00	\$41.84
3	60	\$30.40	\$8.20	\$6.30	\$0.00	\$44.90
4	65	\$32.93	\$8.20	\$6.83	\$0.00	\$47.96
5	70	\$35.46	\$8.20	\$18.30	\$0.00	\$61.96
6	75	\$38.00	\$8.20	\$18.83	\$0.00	\$65.03
7	80	\$40.53	\$8.20	\$19.35	\$0.00	\$68.08
8	90	\$45.59	\$8.20	\$20.40	\$0.00	\$74.19

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.48	\$8.20	\$0.00	\$0.00	\$33.68
2	55	\$28.03	\$8.20	\$5.94	\$0.00	\$42.17
3	60	\$30.58	\$8.20	\$6.48	\$0.00	\$45.26
4	65	\$33.12	\$8.20	\$7.02	\$0.00	\$48.34
5	70	\$35.67	\$8.20	\$18.51	\$0.00	\$62.38
6	75	\$38.22	\$8.20	\$19.05	\$0.00	\$65.47
7	80	\$40.77	\$8.20	\$19.59	\$0.00	\$68.56
8	90	\$45.86	\$8.20	\$20.67	\$0.00	\$74.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
	12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	06/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
	12/01/2019	\$41.30	\$7.85	\$15.85	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 2	06/01/2019	\$40.05	\$7.85	\$15.85	\$0.00	\$63.75
	12/01/2019	\$41.05	\$7.85	\$15.85	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	06/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
	12/01/2019	\$41.30	\$7.85	\$15.85	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$40.05	\$7.85	\$15.85	\$0.00	\$63.75
	12/01/2019	\$41.05	\$7.85	\$15.85	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
	12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2019	\$68.52	\$9.90	\$21.15	\$0.00	\$99.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2019	\$73.41	\$9.90	\$21.15	\$0.00	\$104.46
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2019	\$42.26	\$10.15	\$13.54	\$0.00	\$65.95
	03/01/2020	\$42.87	\$10.40	\$13.94	\$0.00	\$67.21

Apprentice - ELECTRICIAN - Local 223

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.90	\$10.15	\$0.51	\$0.00	\$27.56
2	42	\$17.75	\$10.15	\$0.53	\$0.00	\$28.43
3	45	\$19.02	\$10.15	\$0.57	\$0.00	\$29.74
4	48	\$20.28	\$10.15	\$4.93	\$0.00	\$35.36
5	50	\$21.13	\$10.15	\$4.97	\$0.00	\$36.25
6	55	\$23.24	\$10.15	\$5.33	\$0.00	\$38.72
7	60	\$25.36	\$10.15	\$5.64	\$0.00	\$41.15
8	65	\$27.47	\$10.15	\$5.94	\$0.00	\$43.56
9	70	\$29.58	\$10.15	\$6.25	\$0.00	\$45.98
10	75	\$31.70	\$10.15	\$6.50	\$0.00	\$48.35

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.15	\$10.40	\$0.51	\$0.00	\$28.06
2	42	\$18.01	\$10.40	\$0.54	\$0.00	\$28.95
3	45	\$19.29	\$10.40	\$0.58	\$0.00	\$30.27
4	48	\$20.58	\$10.40	\$5.22	\$0.00	\$36.20
5	50	\$21.44	\$10.40	\$5.26	\$0.00	\$37.10
6	55	\$23.58	\$10.40	\$5.63	\$0.00	\$39.61
7	60	\$25.72	\$10.40	\$5.93	\$0.00	\$42.05
8	65	\$27.87	\$10.40	\$6.25	\$0.00	\$44.52
9	70	\$30.01	\$10.40	\$6.54	\$0.00	\$46.95
10	75	\$32.15	\$10.40	\$6.79	\$0.00	\$49.34

Notes:
Steps are 750 hours

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2020	\$61.42	\$15.73	\$18.41	\$0.00	\$95.56
	01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.74	\$15.58	\$0.00	\$0.00	\$45.32
2	55	\$32.71	\$15.58	\$17.51	\$0.00	\$65.80
3	65	\$38.66	\$15.58	\$17.51	\$0.00	\$71.75
4	70	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
5	80	\$47.58	\$15.58	\$17.51	\$0.00	\$80.67

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.71	\$15.73	\$0.00	\$0.00	\$46.44
2	55	\$33.78	\$15.73	\$18.41	\$0.00	\$67.92
3	65	\$39.92	\$15.73	\$18.41	\$0.00	\$74.06
4	70	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
5	80	\$49.14	\$15.73	\$18.41	\$0.00	\$83.28

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2019	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
	01/01/2020	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
	01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2019	\$43.68	\$11.50	\$15.60	\$0.00	\$70.78
	11/01/2019	\$44.68	\$11.50	\$15.60	\$0.00	\$71.78
	05/01/2020	\$45.83	\$11.50	\$15.60	\$0.00	\$72.93
	11/01/2020	\$46.83	\$11.50	\$15.60	\$0.00	\$73.93
	05/01/2021	\$47.98	\$11.50	\$15.60	\$0.00	\$75.08
	11/01/2021	\$48.98	\$11.50	\$15.60	\$0.00	\$76.08
	05/01/2022	\$50.13	\$11.50	\$15.60	\$0.00	\$77.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2019	\$45.17	\$11.50	\$15.60	\$0.00	\$72.27
	11/01/2019	\$46.18	\$11.50	\$15.60	\$0.00	\$73.28
	05/01/2020	\$47.33	\$11.50	\$15.60	\$0.00	\$74.43
	11/01/2020	\$48.34	\$11.50	\$15.60	\$0.00	\$75.44
	05/01/2021	\$49.50	\$11.50	\$15.60	\$0.00	\$76.60
	11/01/2021	\$50.51	\$11.50	\$15.60	\$0.00	\$77.61
	05/01/2022	\$51.67	\$11.50	\$15.60	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2019	\$22.48	\$11.50	\$15.60	\$0.00	\$49.58
	11/01/2019	\$23.07	\$11.50	\$15.60	\$0.00	\$50.17
	05/01/2020	\$23.74	\$11.50	\$15.60	\$0.00	\$50.84
	11/01/2020	\$24.33	\$11.50	\$15.60	\$0.00	\$51.43
	05/01/2021	\$25.01	\$11.50	\$15.60	\$0.00	\$52.11
	11/01/2021	\$25.61	\$11.50	\$15.60	\$0.00	\$52.71
	05/01/2022	\$26.28	\$11.50	\$15.60	\$0.00	\$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2019	\$42.26	\$10.15	\$13.54	\$0.00	\$65.95
	03/01/2020	\$42.87	\$10.40	\$13.94	\$0.00	\$67.21
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 223</i>	09/01/2019	\$35.78	\$10.15	\$11.45	\$0.00	\$57.38
	03/01/2020	\$36.27	\$10.40	\$11.78	\$0.00	\$58.45
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$39.54	\$12.00	\$15.60	\$0.00	\$67.14
	12/01/2019	\$40.49	\$12.00	\$15.60	\$0.00	\$68.09
	06/01/2020	\$41.40	\$12.00	\$15.60	\$0.00	\$69.00
	12/01/2020	\$42.35	\$12.00	\$15.60	\$0.00	\$69.95
	06/01/2021	\$43.26	\$12.00	\$15.60	\$0.00	\$70.86
	12/01/2021	\$44.21	\$12.00	\$15.60	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	06/01/2019	\$22.50	\$7.85	\$14.88	\$0.00	\$45.23
	12/01/2019	\$23.50	\$7.85	\$14.88	\$0.00	\$46.23
	06/01/2020	\$23.50	\$7.85	\$14.88	\$0.00	\$46.23
	12/01/2020	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
	06/01/2021	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
	12/01/2021	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	09/01/2019	\$46.25	\$9.40	\$19.25	\$0.00	\$74.90
	03/01/2020	\$47.05	\$9.40	\$19.25	\$0.00	\$75.70
	09/01/2020	\$47.85	\$9.40	\$19.25	\$0.00	\$76.50
	03/01/2021	\$48.65	\$9.40	\$19.25	\$0.00	\$77.30
	09/01/2021	\$49.45	\$9.40	\$19.25	\$0.00	\$78.10
	03/01/2022	\$50.25	\$9.40	\$19.25	\$0.00	\$78.90

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.13	\$9.40	\$1.79	\$0.00	\$34.32
2	55	\$25.44	\$9.40	\$1.79	\$0.00	\$36.63
3	60	\$27.75	\$9.40	\$13.88	\$0.00	\$51.03
4	65	\$30.06	\$9.40	\$13.88	\$0.00	\$53.34
5	70	\$32.38	\$9.40	\$15.67	\$0.00	\$57.45
6	75	\$34.69	\$9.40	\$15.67	\$0.00	\$59.76
7	80	\$37.00	\$9.40	\$17.46	\$0.00	\$63.86
8	85	\$39.31	\$9.40	\$17.46	\$0.00	\$66.17

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.53	\$9.40	\$1.79	\$0.00	\$34.72
2	55	\$25.88	\$9.40	\$1.79	\$0.00	\$37.07
3	60	\$28.23	\$9.40	\$13.88	\$0.00	\$51.51
4	65	\$30.58	\$9.40	\$13.88	\$0.00	\$53.86
5	70	\$32.94	\$9.40	\$15.67	\$0.00	\$58.01
6	75	\$35.29	\$9.40	\$15.67	\$0.00	\$60.36
7	80	\$37.64	\$9.40	\$17.46	\$0.00	\$64.50
8	85	\$39.99	\$9.40	\$17.46	\$0.00	\$66.85

Notes: Steps are 750 hrs.
 % After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$32.00/ 3&4 \$38.36/ 5&6 \$57.45/ 7&8 \$63.86

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 1333</i>	06/01/2019	\$38.18	\$10.60	\$9.90	\$0.00	\$58.68
	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43

Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.09	\$10.60	\$1.80	\$0.00	\$31.49
2	56	\$21.48	\$10.60	\$1.80	\$0.00	\$33.88
3	63	\$23.86	\$10.60	\$2.40	\$0.00	\$36.86
4	69	\$26.25	\$10.60	\$2.40	\$0.00	\$39.25
5	75	\$28.64	\$10.60	\$2.90	\$0.00	\$42.14
6	81	\$31.02	\$10.60	\$2.90	\$0.00	\$44.52
7	88	\$33.41	\$10.60	\$9.90	\$0.00	\$53.91
8	94	\$35.79	\$10.60	\$9.90	\$0.00	\$56.29

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98

Notes:

Apprentice to Journeyworker Ratio:1:3

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.50	\$12.00	\$0.00	\$0.00	\$38.50
2	60	\$28.91	\$12.00	\$15.60	\$0.00	\$56.51
3	65	\$31.32	\$12.00	\$15.60	\$0.00	\$58.92
4	70	\$33.73	\$12.00	\$15.60	\$0.00	\$61.33
5	75	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
6	80	\$38.54	\$12.00	\$15.60	\$0.00	\$66.14
7	85	\$40.95	\$12.00	\$15.60	\$0.00	\$68.55
8	90	\$43.36	\$12.00	\$15.60	\$0.00	\$70.96

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.13	\$12.00	\$0.00	\$0.00	\$39.13
2	60	\$29.60	\$12.00	\$15.60	\$0.00	\$57.20
3	65	\$32.06	\$12.00	\$15.60	\$0.00	\$59.66
4	70	\$34.53	\$12.00	\$15.60	\$0.00	\$62.13
5	75	\$37.00	\$12.00	\$15.60	\$0.00	\$64.60
6	80	\$39.46	\$12.00	\$15.60	\$0.00	\$67.06
7	85	\$41.93	\$12.00	\$15.60	\$0.00	\$69.53
8	90	\$44.40	\$12.00	\$15.60	\$0.00	\$72.00

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) 04/01/2019 \$34.71 \$13.20 \$16.55 \$1.93 \$66.39
 SHEETMETAL WORKERS LOCAL 17 - B

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) 09/01/2019 \$42.26 \$10.15 \$13.54 \$0.00 \$65.95
 ELECTRICIANS LOCAL 223

03/01/2020 \$42.87 \$10.40 \$13.94 \$0.00 \$67.21

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) 04/01/2019 \$34.71 \$13.20 \$16.55 \$1.93 \$66.39
 SHEETMETAL WORKERS LOCAL 17 - B

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING - WATER) 09/01/2018 \$42.04 \$10.00 \$18.20 \$0.00 \$70.24
 PLUMBERS & PIPEFITTERS LOCAL 51

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HVAC MECHANIC 09/01/2018 \$42.04 \$10.00 \$18.20 \$0.00 \$70.24
 PLUMBERS & PIPEFITTERS LOCAL 51

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	09/01/2019	\$43.60	\$12.80	\$16.40	\$0.00	\$72.80

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Southern MA

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.80	\$12.80	\$11.90	\$0.00	\$46.50
2	60	\$26.16	\$12.80	\$12.80	\$0.00	\$51.76
3	70	\$30.52	\$12.80	\$13.70	\$0.00	\$57.02
4	80	\$34.88	\$12.80	\$14.60	\$0.00	\$62.28

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 37</i>	09/16/2019	\$39.71	\$7.70	\$17.10	\$0.00	\$64.51
	03/16/2020	\$40.61	\$7.70	\$17.10	\$0.00	\$65.41
	09/16/2020	\$41.51	\$7.70	\$17.10	\$0.00	\$66.31
	03/16/2021	\$42.46	\$7.70	\$17.10	\$0.00	\$67.26

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 37

Effective Date - 09/16/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$27.80	\$7.70	\$17.10	\$0.00	\$52.60
2	75	\$29.78	\$7.70	\$17.10	\$0.00	\$54.58
3	80	\$31.77	\$7.70	\$17.10	\$0.00	\$56.57
4	85	\$33.75	\$7.70	\$17.10	\$0.00	\$58.55
5	90	\$35.74	\$7.70	\$17.10	\$0.00	\$60.54
6	95	\$37.72	\$7.70	\$17.10	\$0.00	\$62.52

Effective Date - 03/16/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$28.43	\$7.70	\$17.10	\$0.00	\$53.23
2	75	\$30.46	\$7.70	\$17.10	\$0.00	\$55.26
3	80	\$32.49	\$7.70	\$17.10	\$0.00	\$57.29
4	85	\$34.52	\$7.70	\$17.10	\$0.00	\$59.32
5	90	\$36.55	\$7.70	\$17.10	\$0.00	\$61.35
6	95	\$38.58	\$7.70	\$17.10	\$0.00	\$63.38

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 2	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.37	\$7.85	\$14.88	\$0.00	\$43.10
2	70	\$23.77	\$7.85	\$14.88	\$0.00	\$46.50
3	80	\$27.16	\$7.85	\$14.88	\$0.00	\$49.89
4	90	\$30.56	\$7.85	\$14.88	\$0.00	\$53.29

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.89	\$7.85	\$14.88	\$0.00	\$43.62
2	70	\$24.37	\$7.85	\$14.88	\$0.00	\$47.10
3	80	\$27.85	\$7.85	\$14.88	\$0.00	\$50.58
4	90	\$31.33	\$7.85	\$14.88	\$0.00	\$54.06

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 2	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 2	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 2	06/01/2019	\$34.15	\$7.85	\$14.83	\$0.00	\$56.83
	12/01/2019	\$35.01	\$7.85	\$14.83	\$0.00	\$57.69

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2019	\$41.49	\$10.75	\$19.61	\$0.00	\$71.85
	02/01/2020	\$42.00	\$10.75	\$19.61	\$0.00	\$72.36
	08/01/2020	\$43.08	\$10.75	\$19.76	\$0.00	\$73.59
	02/01/2021	\$43.59	\$10.75	\$19.76	\$0.00	\$74.10
	08/01/2021	\$44.71	\$10.75	\$19.92	\$0.00	\$75.38
	02/01/2022	\$45.18	\$10.75	\$19.92	\$0.00	\$75.85

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.75	\$10.75	\$19.61	\$0.00	\$51.11
2	60	\$24.89	\$10.75	\$19.61	\$0.00	\$55.25
3	70	\$29.04	\$10.75	\$19.61	\$0.00	\$59.40
4	80	\$33.19	\$10.75	\$19.61	\$0.00	\$63.55
5	90	\$37.34	\$10.75	\$19.61	\$0.00	\$67.70

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.00	\$10.75	\$19.61	\$0.00	\$51.36
2	60	\$25.20	\$10.75	\$19.61	\$0.00	\$55.56
3	70	\$29.40	\$10.75	\$19.61	\$0.00	\$59.76
4	80	\$33.60	\$10.75	\$19.61	\$0.00	\$63.96
5	90	\$37.80	\$10.75	\$19.61	\$0.00	\$68.16

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2019	\$54.42	\$10.75	\$21.30	\$0.00	\$86.47
	02/01/2020	\$55.05	\$10.75	\$21.30	\$0.00	\$87.10
	08/01/2020	\$56.40	\$10.75	\$21.45	\$0.00	\$88.60
	02/01/2021	\$57.04	\$10.75	\$21.45	\$0.00	\$89.24
	08/01/2021	\$58.44	\$10.75	\$21.61	\$0.00	\$90.80
	02/01/2022	\$59.01	\$10.75	\$21.61	\$0.00	\$91.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.21	\$10.75	\$21.30	\$0.00	\$59.26
2	60	\$32.65	\$10.75	\$21.30	\$0.00	\$64.70
3	70	\$38.09	\$10.75	\$21.30	\$0.00	\$70.14
4	80	\$43.54	\$10.75	\$21.30	\$0.00	\$75.59
5	90	\$48.98	\$10.75	\$21.30	\$0.00	\$81.03

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.53	\$10.75	\$21.30	\$0.00	\$59.58
2	60	\$33.03	\$10.75	\$21.30	\$0.00	\$65.08
3	70	\$38.54	\$10.75	\$21.30	\$0.00	\$70.59
4	80	\$44.04	\$10.75	\$21.30	\$0.00	\$76.09
5	90	\$49.55	\$10.75	\$21.30	\$0.00	\$81.60

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	04/01/2019	\$38.87	\$9.90	\$18.50	\$0.00	\$67.27
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.38	\$9.90	\$5.31	\$0.00	\$36.59
2	65	\$25.27	\$9.90	\$15.13	\$0.00	\$50.30
3	75	\$29.15	\$9.90	\$16.10	\$0.00	\$55.15
4	85	\$33.04	\$9.90	\$17.06	\$0.00	\$60.00

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$23.11	\$12.00	\$15.60	\$0.00	\$50.71
	12/01/2019	\$23.68	\$12.00	\$15.60	\$0.00	\$51.28
	06/01/2020	\$24.23	\$12.00	\$15.60	\$0.00	\$51.83
	12/01/2020	\$24.80	\$12.00	\$15.60	\$0.00	\$52.40
	06/01/2021	\$25.35	\$12.00	\$15.60	\$0.00	\$52.95
	12/01/2021	\$25.93	\$12.00	\$15.60	\$0.00	\$53.53

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$27.57	\$12.00	\$15.60	\$0.00	\$55.17
	12/01/2019	\$28.24	\$12.00	\$15.60	\$0.00	\$55.84
	06/01/2020	\$28.89	\$12.00	\$15.60	\$0.00	\$56.49
	12/01/2020	\$29.57	\$12.00	\$15.60	\$0.00	\$57.17
	06/01/2021	\$30.21	\$12.00	\$15.60	\$0.00	\$57.81
	12/01/2021	\$30.89	\$12.00	\$15.60	\$0.00	\$58.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2019	\$50.66	\$8.20	\$21.45	\$0.00	\$80.31
	01/01/2020	\$50.96	\$8.20	\$22.10	\$0.00	\$81.26
	07/01/2020	\$52.06	\$8.20	\$22.10	\$0.00	\$82.36
	01/01/2021	\$53.16	\$8.20	\$22.10	\$0.00	\$83.46

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.33	\$8.20	\$0.00	\$0.00	\$33.53
2	55	\$27.86	\$8.20	\$5.78	\$0.00	\$41.84
3	60	\$30.40	\$8.20	\$6.30	\$0.00	\$44.90
4	65	\$32.93	\$8.20	\$6.83	\$0.00	\$47.96
5	70	\$35.46	\$8.20	\$18.30	\$0.00	\$61.96
6	75	\$38.00	\$8.20	\$18.83	\$0.00	\$65.03
7	80	\$40.53	\$8.20	\$19.35	\$0.00	\$68.08
8	90	\$45.59	\$8.20	\$20.40	\$0.00	\$74.19

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.48	\$8.20	\$0.00	\$0.00	\$33.68
2	55	\$28.03	\$8.20	\$5.94	\$0.00	\$42.17
3	60	\$30.58	\$8.20	\$6.48	\$0.00	\$45.26
4	65	\$33.12	\$8.20	\$7.02	\$0.00	\$48.34
5	70	\$35.67	\$8.20	\$18.51	\$0.00	\$62.38
6	75	\$38.22	\$8.20	\$19.05	\$0.00	\$65.47
7	80	\$40.77	\$8.20	\$19.59	\$0.00	\$68.56
8	90	\$45.86	\$8.20	\$20.67	\$0.00	\$74.73

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SIGN, PICTORIAL & DISPLAY) PAINTERS LOCAL 35 - ZONE 2	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
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Apprentice - PAINTER SIGN - Local 35 Zone 2

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

Notes:
Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2019	\$41.56	\$8.20	\$21.45	\$0.00	\$71.21
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$41.86	\$8.20	\$22.10	\$0.00	\$72.16
	07/01/2020	\$42.96	\$8.20	\$22.10	\$0.00	\$73.26
	01/01/2021	\$44.06	\$8.20	\$22.10	\$0.00	\$74.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.78	\$8.20	\$0.00	\$0.00	\$28.98
2	55	\$22.86	\$8.20	\$5.78	\$0.00	\$36.84
3	60	\$24.94	\$8.20	\$6.30	\$0.00	\$39.44
4	65	\$27.01	\$8.20	\$6.83	\$0.00	\$42.04
5	70	\$29.09	\$8.20	\$18.30	\$0.00	\$55.59
6	75	\$31.17	\$8.20	\$18.83	\$0.00	\$58.20
7	80	\$33.25	\$8.20	\$19.35	\$0.00	\$60.80
8	90	\$37.40	\$8.20	\$20.40	\$0.00	\$66.00

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.93	\$8.20	\$0.00	\$0.00	\$29.13
2	55	\$23.02	\$8.20	\$5.94	\$0.00	\$37.16
3	60	\$25.12	\$8.20	\$6.48	\$0.00	\$39.80
4	65	\$27.21	\$8.20	\$7.02	\$0.00	\$42.43
5	70	\$29.30	\$8.20	\$18.51	\$0.00	\$56.01
6	75	\$31.40	\$8.20	\$19.05	\$0.00	\$58.65
7	80	\$33.49	\$8.20	\$19.59	\$0.00	\$61.28
8	90	\$37.67	\$8.20	\$20.67	\$0.00	\$66.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2019	\$39.62	\$8.20	\$21.45	\$0.00	\$69.27
PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$39.92	\$8.20	\$22.10	\$0.00	\$70.22
	07/01/2020	\$41.02	\$8.20	\$22.10	\$0.00	\$71.32
	01/01/2021	\$42.12	\$8.20	\$22.10	\$0.00	\$72.42

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.81	\$8.20	\$0.00	\$0.00	\$28.01
2	55	\$21.79	\$8.20	\$5.78	\$0.00	\$35.77
3	60	\$23.77	\$8.20	\$6.30	\$0.00	\$38.27
4	65	\$25.75	\$8.20	\$6.83	\$0.00	\$40.78
5	70	\$27.73	\$8.20	\$18.30	\$0.00	\$54.23
6	75	\$29.72	\$8.20	\$18.83	\$0.00	\$56.75
7	80	\$31.70	\$8.20	\$19.35	\$0.00	\$59.25
8	90	\$35.66	\$8.20	\$20.40	\$0.00	\$64.26

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.96	\$8.20	\$0.00	\$0.00	\$28.16
2	55	\$21.96	\$8.20	\$5.94	\$0.00	\$36.10
3	60	\$23.95	\$8.20	\$6.48	\$0.00	\$38.63
4	65	\$25.95	\$8.20	\$7.02	\$0.00	\$41.17
5	70	\$27.94	\$8.20	\$18.51	\$0.00	\$54.65
6	75	\$29.94	\$8.20	\$19.05	\$0.00	\$57.19
7	80	\$31.94	\$8.20	\$19.59	\$0.00	\$59.73
8	90	\$35.93	\$8.20	\$20.67	\$0.00	\$64.80

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS) LABORERS - ZONE 2	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	07/01/2019	\$40.16	\$8.20	\$21.45	\$0.00	\$69.81
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$40.46	\$8.20	\$22.10	\$0.00	\$70.76
	07/01/2020	\$41.56	\$8.20	\$22.10	\$0.00	\$71.86
	01/01/2021	\$42.66	\$8.20	\$22.10	\$0.00	\$72.96

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.08	\$8.20	\$0.00	\$0.00	\$28.28
2	55	\$22.09	\$8.20	\$5.78	\$0.00	\$36.07
3	60	\$24.10	\$8.20	\$6.30	\$0.00	\$38.60
4	65	\$26.10	\$8.20	\$6.83	\$0.00	\$41.13
5	70	\$28.11	\$8.20	\$18.30	\$0.00	\$54.61
6	75	\$30.12	\$8.20	\$18.83	\$0.00	\$57.15
7	80	\$32.13	\$8.20	\$19.35	\$0.00	\$59.68
8	90	\$36.14	\$8.20	\$20.40	\$0.00	\$64.74

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.23	\$8.20	\$0.00	\$0.00	\$28.43
2	55	\$22.25	\$8.20	\$5.94	\$0.00	\$36.39
3	60	\$24.28	\$8.20	\$6.48	\$0.00	\$38.96
4	65	\$26.30	\$8.20	\$7.02	\$0.00	\$41.52
5	70	\$28.32	\$8.20	\$18.51	\$0.00	\$55.03
6	75	\$30.35	\$8.20	\$19.05	\$0.00	\$57.60
7	80	\$32.37	\$8.20	\$19.59	\$0.00	\$60.16
8	90	\$36.41	\$8.20	\$20.67	\$0.00	\$65.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2019	\$38.22	\$8.20	\$21.45	\$0.00	\$67.87
PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$38.52	\$8.20	\$22.10	\$0.00	\$68.82
	07/01/2020	\$39.62	\$8.20	\$22.10	\$0.00	\$69.92
	01/01/2021	\$40.72	\$8.20	\$22.10	\$0.00	\$71.02

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.11	\$8.20	\$0.00	\$0.00	\$27.31
2	55	\$21.02	\$8.20	\$5.78	\$0.00	\$35.00
3	60	\$22.93	\$8.20	\$6.30	\$0.00	\$37.43
4	65	\$24.84	\$8.20	\$6.83	\$0.00	\$39.87
5	70	\$26.75	\$8.20	\$18.30	\$0.00	\$53.25
6	75	\$28.67	\$8.20	\$18.83	\$0.00	\$55.70
7	80	\$30.58	\$8.20	\$19.35	\$0.00	\$58.13
8	90	\$34.40	\$8.20	\$20.40	\$0.00	\$63.00

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.26	\$8.20	\$0.00	\$0.00	\$27.46
2	55	\$21.19	\$8.20	\$5.94	\$0.00	\$35.33
3	60	\$23.11	\$8.20	\$6.48	\$0.00	\$37.79
4	65	\$25.04	\$8.20	\$7.02	\$0.00	\$40.26
5	70	\$26.96	\$8.20	\$18.51	\$0.00	\$53.67
6	75	\$28.89	\$8.20	\$19.05	\$0.00	\$56.14
7	80	\$30.82	\$8.20	\$19.59	\$0.00	\$58.61
8	90	\$34.67	\$8.20	\$20.67	\$0.00	\$63.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$34.08	\$12.41	\$12.70	\$0.00	\$59.19
	12/01/2019	\$34.08	\$12.41	\$13.72	\$0.00	\$60.21
	06/01/2020	\$34.98	\$12.41	\$13.72	\$0.00	\$61.11
	08/01/2020	\$34.98	\$12.91	\$13.72	\$0.00	\$61.61
	12/01/2020	\$34.98	\$12.91	\$14.82	\$0.00	\$62.71
	06/01/2021	\$35.78	\$12.91	\$14.82	\$0.00	\$63.51
	08/01/2021	\$35.78	\$13.41	\$14.82	\$0.00	\$64.01
	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2019	\$44.61	\$9.90	\$21.15	\$0.00	\$75.66
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2019	\$44.61	\$9.90	\$21.15	\$0.00	\$75.66

Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: Apprentice wages shall be no less than the following Steps;
 (Same as set in Zone 1)
 1\$54.34/2\$58.99/3\$63.65/4\$65.98/5\$68.31/6\$68.31/7\$72.96/8\$72.96

Apprentice to Journeyworker Ratio:1:5

PIPELAYER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	09/01/2018	\$42.04	\$10.00	\$18.20	\$0.00	\$70.24
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Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.82	\$10.00	\$2.50	\$0.00	\$29.32
2	50	\$21.02	\$10.00	\$2.50	\$0.00	\$33.52
3	60	\$25.22	\$10.00	\$7.85	\$0.00	\$43.07
4	70	\$29.43	\$10.00	\$12.56	\$0.00	\$51.99
5	80	\$33.63	\$10.00	\$15.70	\$0.00	\$59.33

Notes:
 Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	09/01/2018	\$42.04	\$10.00	\$18.20	\$0.00	\$70.24
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.95	\$7.85	\$14.88	\$0.00	\$57.68
	12/01/2019	\$35.81	\$7.85	\$14.88	\$0.00	\$58.54
	06/01/2020	\$36.70	\$7.85	\$14.88	\$0.00	\$59.43
	12/01/2020	\$37.59	\$7.85	\$14.88	\$0.00	\$60.32
	06/01/2021	\$38.51	\$7.85	\$14.88	\$0.00	\$61.24
	12/01/2021	\$39.42	\$7.85	\$14.88	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 59 - Morse S&G (Lakeville)</i>	06/01/2018	\$21.55	\$8.15	\$9.06	\$0.00	\$38.76
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing) <i>ROOFERS LOCAL 33</i>	08/01/2019	\$44.64	\$11.50	\$15.90	\$0.00	\$72.04
	02/01/2020	\$45.92	\$11.50	\$15.90	\$0.00	\$73.32
	08/01/2020	\$47.35	\$11.50	\$15.90	\$0.00	\$74.75
	02/01/2021	\$48.78	\$11.50	\$15.90	\$0.00	\$76.18
	08/01/2021	\$50.21	\$11.50	\$15.90	\$0.00	\$77.61
	02/01/2022	\$51.64	\$11.50	\$15.90	\$0.00	\$79.04

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.32	\$11.50	\$3.69	\$0.00	\$37.51
2	60	\$26.78	\$11.50	\$15.90	\$0.00	\$54.18
3	65	\$29.02	\$11.50	\$15.90	\$0.00	\$56.42
4	75	\$33.48	\$11.50	\$15.90	\$0.00	\$60.88
5	85	\$37.94	\$11.50	\$15.90	\$0.00	\$65.34

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.96	\$11.50	\$3.69	\$0.00	\$38.15
2	60	\$27.55	\$11.50	\$15.90	\$0.00	\$54.95
3	65	\$29.85	\$11.50	\$15.90	\$0.00	\$57.25
4	75	\$34.44	\$11.50	\$15.90	\$0.00	\$61.84
5	85	\$39.03	\$11.50	\$15.90	\$0.00	\$66.43

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
 (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	08/01/2019	\$44.89	\$11.50	\$15.90	\$0.00	\$72.29
	02/01/2020	\$46.17	\$11.50	\$15.90	\$0.00	\$73.57
	08/01/2020	\$47.60	\$11.50	\$15.90	\$0.00	\$75.00
	02/01/2021	\$49.03	\$11.50	\$15.90	\$0.00	\$76.43
	08/01/2021	\$50.46	\$11.50	\$15.90	\$0.00	\$77.86
	02/01/2022	\$51.89	\$11.50	\$15.90	\$0.00	\$79.29

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - B</i>	04/01/2019	\$34.71	\$13.20	\$16.55	\$1.93	\$66.39
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-B

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.88	\$13.20	\$4.02	\$0.95	\$32.05
2	45	\$15.62	\$13.20	\$4.52	\$1.02	\$34.36
3	50	\$17.36	\$13.20	\$10.48	\$1.26	\$42.30
4	55	\$19.09	\$13.20	\$10.48	\$1.31	\$44.08
5	60	\$20.83	\$13.20	\$13.52	\$1.43	\$48.98
6	65	\$22.56	\$13.20	\$13.78	\$1.49	\$51.03
7	70	\$24.30	\$13.20	\$14.03	\$1.55	\$53.08
8	75	\$26.03	\$13.20	\$14.28	\$1.61	\$55.12
9	80	\$27.77	\$13.20	\$14.54	\$1.67	\$57.18
10	85	\$29.50	\$13.20	\$14.79	\$1.72	\$59.21

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$34.83	\$12.41	\$12.70	\$0.00	\$59.94
	12/01/2019	\$34.83	\$12.41	\$13.72	\$0.00	\$60.96
	06/01/2020	\$35.73	\$12.41	\$13.72	\$0.00	\$61.86
	08/01/2020	\$35.73	\$12.91	\$13.72	\$0.00	\$62.36
	12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
	06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
	08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2</i>	03/01/2019	\$53.08	\$9.47	\$19.60	\$0.00	\$82.15
	10/01/2019	\$54.43	\$9.47	\$19.60	\$0.00	\$83.50
	03/01/2020	\$55.78	\$9.47	\$19.60	\$0.00	\$84.85
	10/01/2020	\$57.13	\$9.47	\$19.60	\$0.00	\$86.20
	03/01/2021	\$58.48	\$9.47	\$19.60	\$0.00	\$87.55

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.58	\$9.47	\$9.10	\$0.00	\$37.15
2	40	\$21.23	\$9.47	\$9.10	\$0.00	\$39.80
3	45	\$23.89	\$9.47	\$9.10	\$0.00	\$42.46
4	50	\$26.54	\$9.47	\$9.10	\$0.00	\$45.11
5	55	\$29.19	\$9.47	\$9.10	\$0.00	\$47.76
6	60	\$31.85	\$9.47	\$10.60	\$0.00	\$51.92
7	65	\$34.50	\$9.47	\$10.60	\$0.00	\$54.57
8	70	\$37.16	\$9.47	\$10.60	\$0.00	\$57.23
9	75	\$39.81	\$9.47	\$10.60	\$0.00	\$59.88
10	80	\$42.46	\$9.47	\$10.60	\$0.00	\$62.53

Effective Date - 10/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.05	\$9.47	\$9.10	\$0.00	\$37.62
2	40	\$21.77	\$9.47	\$9.10	\$0.00	\$40.34
3	45	\$24.49	\$9.47	\$9.10	\$0.00	\$43.06
4	50	\$27.22	\$9.47	\$9.10	\$0.00	\$45.79
5	55	\$29.94	\$9.47	\$9.10	\$0.00	\$48.51
6	60	\$32.66	\$9.47	\$10.60	\$0.00	\$52.73
7	65	\$35.38	\$9.47	\$10.60	\$0.00	\$55.45
8	70	\$38.10	\$9.47	\$10.60	\$0.00	\$58.17
9	75	\$40.82	\$9.47	\$10.60	\$0.00	\$60.89
10	80	\$43.54	\$9.47	\$10.60	\$0.00	\$63.61

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN	09/01/2019	\$35.78	\$10.15	\$11.45	\$0.00	\$57.38
<i>ELECTRICIANS LOCAL 223</i>	03/01/2020	\$36.27	\$10.40	\$11.78	\$0.00	\$58.45

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: See Electrician Apprentice Wages
Steps are 750hrs
Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3***

TERRAZZO FINISHERS	08/01/2019	\$53.34	\$10.75	\$21.30	\$0.00	\$85.39
<i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2020	\$53.98	\$10.75	\$21.30	\$0.00	\$86.03
	08/01/2020	\$55.33	\$10.75	\$21.45	\$0.00	\$87.53
	02/01/2021	\$55.97	\$10.75	\$21.45	\$0.00	\$88.17
	08/01/2021	\$57.37	\$10.75	\$21.61	\$0.00	\$89.73
	02/01/2022	\$57.96	\$10.75	\$21.61	\$0.00	\$90.32

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.67	\$10.75	\$21.30	\$0.00	\$58.72
2	60	\$32.00	\$10.75	\$21.30	\$0.00	\$64.05
3	70	\$37.34	\$10.75	\$21.30	\$0.00	\$69.39
4	80	\$42.67	\$10.75	\$21.30	\$0.00	\$74.72
5	90	\$48.01	\$10.75	\$21.30	\$0.00	\$80.06

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.99	\$10.75	\$21.30	\$0.00	\$59.04
2	60	\$32.39	\$10.75	\$21.30	\$0.00	\$64.44
3	70	\$37.79	\$10.75	\$21.30	\$0.00	\$69.84
4	80	\$43.18	\$10.75	\$21.30	\$0.00	\$75.23
5	90	\$48.58	\$10.75	\$21.30	\$0.00	\$80.63

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$40.50	\$7.85	\$16.05	\$0.00	\$64.40
	12/01/2019	\$41.50	\$7.85	\$16.05	\$0.00	\$65.40
	06/01/2020	\$42.49	\$7.85	\$16.05	\$0.00	\$66.39
	12/01/2020	\$43.47	\$7.85	\$16.05	\$0.00	\$67.37
	06/01/2021	\$44.49	\$7.85	\$16.05	\$0.00	\$68.39
	12/01/2021	\$45.50	\$7.85	\$16.05	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$39.22	\$7.85	\$16.05	\$0.00	\$63.12
	12/01/2019	\$40.22	\$7.85	\$16.05	\$0.00	\$64.12
	06/01/2020	\$41.21	\$7.85	\$16.05	\$0.00	\$65.11
	12/01/2020	\$42.19	\$7.85	\$16.05	\$0.00	\$66.09
	06/01/2021	\$43.21	\$7.85	\$16.05	\$0.00	\$67.11
	12/01/2021	\$44.22	\$7.85	\$16.05	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$35.12	\$12.41	\$12.70	\$0.00	\$60.23
	12/01/2019	\$35.12	\$12.41	\$13.72	\$0.00	\$61.25
	06/01/2020	\$36.02	\$12.41	\$13.72	\$0.00	\$62.15
	08/01/2020	\$36.02	\$12.91	\$13.72	\$0.00	\$62.65
	12/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	06/01/2021	\$36.82	\$12.91	\$14.82	\$0.00	\$64.55
	08/01/2021	\$36.82	\$13.41	\$14.82	\$0.00	\$65.05
	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2019	\$51.38	\$7.85	\$16.45	\$0.00	\$75.68
	12/01/2019	\$52.38	\$7.85	\$16.45	\$0.00	\$76.68
	06/01/2020	\$53.37	\$7.85	\$16.45	\$0.00	\$77.67
	12/01/2020	\$54.35	\$7.85	\$16.45	\$0.00	\$78.65
	06/01/2021	\$55.37	\$7.85	\$16.45	\$0.00	\$79.67
	12/01/2021	\$56.38	\$7.85	\$16.45	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2019	\$53.38	\$7.85	\$16.45	\$0.00	\$77.68
	12/01/2019	\$54.38	\$7.85	\$16.45	\$0.00	\$78.68
	06/01/2020	\$55.37	\$7.85	\$16.45	\$0.00	\$79.67
	12/01/2020	\$56.35	\$7.85	\$16.45	\$0.00	\$80.65
	06/01/2021	\$57.37	\$7.85	\$16.45	\$0.00	\$81.67
	12/01/2021	\$58.38	\$7.85	\$16.45	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2019	\$43.45	\$7.85	\$16.45	\$0.00	\$67.75
	12/01/2019	\$44.45	\$7.85	\$16.45	\$0.00	\$68.75
	06/01/2020	\$45.44	\$7.85	\$16.45	\$0.00	\$69.74
	12/01/2020	\$46.42	\$7.85	\$16.45	\$0.00	\$70.72
	06/01/2021	\$47.44	\$7.85	\$16.45	\$0.00	\$71.74
	12/01/2021	\$48.45	\$7.85	\$16.45	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2019	\$45.45	\$7.85	\$16.45	\$0.00	\$69.75
	12/01/2019	\$46.45	\$7.85	\$16.45	\$0.00	\$70.75
	06/01/2020	\$47.44	\$7.85	\$16.45	\$0.00	\$71.74
	12/01/2020	\$48.42	\$7.85	\$16.45	\$0.00	\$72.72
	06/01/2021	\$49.44	\$7.85	\$16.45	\$0.00	\$73.74
	12/01/2021	\$50.45	\$7.85	\$16.45	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	09/01/2018	\$42.04	\$10.00	\$18.20	\$0.00	\$70.24
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentices ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

GENERAL CONDITIONS

1.0 ARTICLE 1 - DEFINITION OF TERMS

1.1 DEFINITION OF TERMS

- A. Wherever in the Bid or Contract Documents the following terms, or pronouns in place of them, are used, the intent and meaning shall be as follows:
1. Acceptance: Formal written acceptance by the City of the completed Work.
 2. Addenda: Written interpretation of and/or revisions to the Bid Documents issued by the City prior to opening of Bids.
 3. Alteration: A change or substitution in the form, character, or detail of the Work done or to be done within the original scope of the Contract.
 4. Award: Award by the City of a Contract
 5. Bid: Offer of the Bidder for the Work when submitted on the prescribed Bid Form, properly signed, dated, and guaranteed, and which includes the Schedule of Bid Prices.
 6. Bid Bond (Bid Security, Bid Guaranty, Bid Deposit): The cash, cashier's or treasurer's check, certified check, or Bidder's Bond accompanying the Bid submitted by the Bidder, as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work and furnish acceptable bonds and insurance if the Contract is awarded to the Bidder.
 7. Bid Documents: Documents provided by the City for the purpose of soliciting Bids for the Work. Bid Documents will include, as applicable, Notice to Bidders, Instructions to Bidders, Contract Specifications, Contract Drawings, Geotechnical Data Reports, and Addenda.
 8. Bid Form: Form(s) issued by the City for the submittal of a Bid for a specific project and includes the Schedule of Bid Prices, certifications, affidavits and other forms.
 9. Bidder: An individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work on the prescribed Bid Form.
 10. Change Order: A document executed and issued to the Contractor by the City amending the Contract.
 11. City: The City of New Bedford.
 12. Commonwealth: Commonwealth of Massachusetts
 13. Contract: The written agreement executed by the City and the Contractor, setting forth the obligations of the Parties thereunder.
 14. Contract Bonds:
 - a. Performance Bond: A bond executed by the Contractor and the Contractor's Sureties in the full amount of the Contract to ensure the faithful performance of the Contract.
 - b. Labor and Materials Payment Bond: A bond executed by the Contractor and the Contractor's Sureties in the full amount of the Contract to ensure the payment of labor, materials, and rental of equipment.
 15. Contract Documents: The Contract Specifications and Contract Drawings with revisions made during the Bid period by Addenda and information included in the Bid accepted by the City and all authorized changes to the Contract issued subsequent to the execution of the Contract.

16. Contract Drawings (Drawings): Plans, profiles, typical cross sections, general cross sections, elevations, and details referenced in the Contract Documents, or Addenda thereto approved by the Engineer, all of which show locations, character, dimensions, and details of the Work.
17. Contract Item: A specifically described unit of work for which a price is provided in the Contract.
18. Contract Specifications: A set of documents issued by the City for the intended Work which includes the Bid Form, Contract Forms, Contract Bonds, General Conditions, technical provisions, and other requirements, forms and exhibits identified therein.
19. Contract Time: Number of calendar days allowed or specified date(s) for completion of the Contract.
20. Contractor: The individual, firm, partnership, corporation, or combination thereof, private, municipal or public, including joint ventures, which, as an independent contractor, has entered into a Contract with the City, as Party or Parties of the Second Part, and who is referred to throughout the Contract Documents by singular number.
21. Days: Every day shown on the Calendar, Saturdays, Sundays and holidays included.
22. Director: Director of the Department of the City for which the project is being performed.
23. Engineer: The City of New Bedford designee acting within the scope of the particular duties entrusted to this person.
24. Engineer's Estimate of Quantities: List of quantities of work estimated to be performed as contained in the Schedule of Bid Prices in the Bid Form.
25. Extra Work: Work which is not included in the Contract as awarded, but found to be necessary for the satisfactory completion of the Contract within its intended scope; and bears a reasonable subsidiary relation to the full execution of the Work originally described in the Contract.
26. Extra Work Order: An order in writing issued by the Engineer to the Contractor prior to performing the Extra Work, setting forth the Extra Work to be done, the basis of payment and time adjustments, if any. Following the issuance of an Extra Work Order, a Change Order will be executed to amend the Contract Documents.
27. General Terms: Wherever the words "required," "determined," "directed," "specified," "authorized," "ordered," "given," "designated," "considered necessary," "deemed necessary," "permitted," "reserved," "suspended," "established," "approval," "approved," "disapproved," "acceptable," "unacceptable," "suitable," "accepted," "satisfactory," "unsatisfactory," "sufficient," "insufficient," "rejected," "condemned," or words like import are used, they shall be understood to imply "by the Engineer" or "to the Engineer," unless the context clearly indicated a different meaning.
28. Hazardous Environmental Condition: The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
29. Indicated: A term meaning as shown on the Contract Drawings (Drawings), as described in the Specifications, or as required by other Contract Documents.
30. Instructions to Bidders: Explanation of procedures to be followed in preparing and submitting Bids.
31. Notice to Bidders: Advertisement for Bids for a specific Contract. Notice to Bidders will indicate time and place for submitting and for opening of Bids, location of the Work, a brief description of the Work to be provided, and Bid Guaranty required.
32. Notice to Proceed: Written notice from the City to the Contractor to proceed with the Work.
33. Owner: The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
34. Project: The total activities for which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

35. Provide: In reference to Work to be performed by the Contractor, "provide" means furnish, install, and (as applicable) test complete in place.
36. Reference Utility Standards: Drawings and specifications, published by municipalities, utility companies, railroads and other responsible agencies/entities which are included or referenced in the Contract Documents.
37. Specifications: Directions, provisions, and requirements contained in the Contract Specifications.
38. Subcontractor: The individual, firm, partnership, corporation, vendor, supplier, or combination thereof to whom the Contractor, with written approval of the City, sublets any part of the Contract.
39. Supplementary Conditions: Supplements and additions to the General Conditions.
40. Surety: Corporate body bound with and for the Contractor for the full and complete performance of the Contract and for the payment of all legal debts pertaining to the Work, and who executed the Contract Bonds.
41. Value Engineering: The systematic application of recognized techniques which identify the function of a product or service, and provide the necessary function or service reliably at lower overall cost.
42. Work: All the construction, materials, equipment, and contractual requirements as specified, shown, or indicated in the Contract Documents, including all alterations, amendments, or extensions thereto made by authorized changes.

END OF ARTICLE I

2.0 ARTICLE 2 - SCOPE OF WORK

2.1 INTENT OF THE CONTRACT

- A. Intent of the Contract is to provide for the completion in every detail of the Work. The Contractor shall complete the Work to the satisfaction of the Engineer at the prices set forth and agreed upon. Where portions of the Work are described in general terms, but not in complete detail, the best general practice shall be followed. Only materials and workmanship of best standard quality shall be used. The Contractor shall, unless otherwise specified, furnish all labor, superintendence, materials, tools, equipment and incidentals necessary to complete the Work in a proper, thorough, and workmanlike manner.

2.2 CHANGES IN THE WORK

- A. The City reserves the right at any time during the progress of the Work to make alterations to, deviations from, additions to, and deletions from the Contract Drawings and Specifications. Such changes shall not invalidate the Contract nor release the Surety. The Contractor agrees to accept the Work as changed, the same as if it had been a part of the original Contract. Such changes will be authorized in writing by the Engineer. The Contractor shall accept as full compensation for Work, except as specified in paragraph "B" and paragraph "C" of this Article, the Contract unit prices stipulated in the Contract for the actual quantity of Work provided in an acceptable manner. Such changes shall not invalidate the Contract, nor any part thereof.
- B. Wherever an alteration, deviation, addition, or deletion involves a change in the nature of design or in the type of construction which increases or decreases the cost of performance of the Work or requires the Contractor to furnish materials or provide work of a kind not susceptible of classification for payment under any of the items scheduled in the Bid, the City and the Contractor may enter into Supplementary Agreements covering the Work to be done and the manner and method of payment therefore. If the Contractor and the City disagree on increased or decreased costs, the changes shall be by a Change Order.
- C. If the changes, in the opinion of the Engineer, are of sufficient magnitude as to require additional time to complete the Contract, such time adjustment may be made in accordance with the provisions of Article 6.8.

2.3 EXTRA WORK

- A. The Contractor shall do any work not herein provided for when and as ordered in writing by the Engineer, such written order to contain particular preference to this Article and to designate the Work to be done as Extra Work.
- B. Unless specifically noted in the Change Order, Extra Work will not extend the time of completion of the Contract as stipulated in Article 6.8.A.6.
- C. Determination of the Engineer will be final upon all questions concerning the amount and value of Extra Work, except as provided in Article 5.19.
- D. Payment for Extra Work will be in accordance with Article 7.4.

2.4 RESERVED

2.5 INCREASED OR DECREASED CONTRACT QUANTITIES

- A. The Work is bid on a lump sum basis. The Bid Form does not include quantities and unit rates for which quantity adjustments can be made.
- B. The Engineer may order omitted from the Work any items or portions of Work. Such omission shall not operate as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof, nor shall the Contractor have any claim for anticipated profit. Also, see Article 7.5

- C. Except as specified herein, no allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly or indirectly from such increased or decreased quantities or from unbalanced allocation, among the Contract Items of overhead expenses on the part of the Contractor and subsequent loss of expected reimbursement therefore, or from any other cause.

2.6 BEFORE STARTING WORK

- A. Preliminary Schedules: Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. A preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. A preliminary Schedule of Submittals; and
 3. A preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
 4. The preliminary schedule shall be consistent with, or based on, the Critical Path Methodology (GPM) discussed in Division 1, Section 01325 Schedule of Operations.

2.7 PRE-WORK CONFERENCE

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.6.A, procedures for handling submittals, processing Applications for Payment, and maintaining required records.

2.8 INITIAL ACCEPTANCE OF SCHEDULES

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with paragraph 2.6.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefore.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

2.9 WARRANTY OF WORK

- A. Neither final acceptance, final payment, nor any provision in the Contract Documents, nor partial or entire operation or occupancy of the Work by the City shall constitute an acceptance of the Work not done in accordance with the Contract Documents or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

- B. Except where longer periods of warranty are specified for certain items, the Contractor warrants all Work done under the Contract to be free from faulty materials and workmanship for a period of 1 year from date of acceptance thereof.
- C. Upon receiving notification from the City, the Contractor shall immediately make the required repairs or replacements to any work found defective. If repairs or replacement are not started within 10 days from the date of notification and prosecuted to completion, the City reserves the right to employ others to complete the Work. The Contractor agrees, upon demand, to pay the City all amounts that it expends for such repairs or replacements.
- D. All remedied work shall carry the same warranty as the original work starting with the date of acceptable replacement or repair.

2.10 CHANGED CONDITIONS

In accordance with Chapter 30, Section 39N of the General Laws of the Commonwealth, as amended, the following paragraph shall apply to the Contract:

- A. If during the progress of the Work, the Contractor or the awarding authority discovers that the actual or latent physical conditions encountered at the site differ substantially or materially from those indicated in the Contract Documents either the Contractor or the City may request an equitable adjustment in the Contract price of the Contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the City will make an investigation of such physical conditions, and, if they differ substantially or materially from those indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work, the City will make an equitable adjustment in the Contract price and the Contract will be modified in writing accordingly.
 - 1. Filing, investigation, and settlement of all claims made under said Chapter and Section shall be as follows:
 - a. The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing describing in full detail the actual or latent physical conditions at the site where it is maintained, that conditions differ substantially or materially from those conditions indicated in the Contract Documents. The Engineer will promptly investigate the conditions and will promptly submit a written report of its findings and determinations to the City. No claim of the Contractor will be allowed unless the Contractor has given the detailed notice specified, nor shall it be allowed if such conditions are disturbed prior to their investigation by the Engineer.
 - b. No adjustment or allowance of any kind except as provided in Article 6.8 will be made to the Contractor due to delay or suspension of the Work or any portion thereof where the actual or latent physical conditions encountered at the site differ substantially and materially from those indicated in the Contract Documents.
 - c. No claim will be approved and no adjustment or allowance made when encountering actual or latent physical conditions at the site that differ substantially and materially from those indicated in the Contract Documents unless such conditions were in existence at the time of the Award of the Contract.

- d. Any dispute concerning a question of changed conditions under this Article that is not disposed of by agreement shall be decided by the Consultant. If a Consultant has not been retained by the City for this project, said dispute shall be decided by the Engineer. The decision of the Consultant or Engineer shall be final.
 - e. If as provided in "a" of this Subsection an equitable adjustment is to be made or contemplated, the Contractor shall submit promptly in writing to the Engineer an itemized statement of the details and amount of work together with his estimated costs for the same and the Engineer shall require the Contractor to keep actual costs and certify the same to the City in writing.
- B. If the Contractor and the City fail to agree on an equitable adjustment to be made under this Article, then the Contractor shall accept as full payment for the Work in dispute an amount determined in accordance with Article 7.3.B.

2.11 CONTRACTOR PROPOSED CHANGES

- A. Contractor may at any time submit to the Engineer for the Engineer's review and approval or denial, proposed changes to the Contract Documents that will benefit the City. Upon acceptance of the proposed changes, the provisions of Article 2.2 and/or 2.4 (as applicable) shall apply. Denial of a proposed change shall neither provide the Contractor with any basis for claim for damages nor release the Contractor from contractual responsibilities.

2.12 COMMUNITY RELATIONS

- A. The Contractor shall establish and maintain a continuing liaison with persons residing or doing business in the vicinity of the Project site, for the purpose of minimizing inconveniences resulting from construction, and shall appoint a representative, acceptable to the Engineer, for community relations. The representative shall have the authority to act directly, or through the Contractor's approved Superintendent, regarding all valid requests or complaints. Information as to their disposition by the Contractor shall be furnished to the Engineer. The name and telephone number of the Contractor's community relations representative shall be furnished to those residents or businessmen in the community who might reasonably be expected to be affected by the construction.

END OF ARTICLE 2

3.0 ARTICLE 3 - CONTROL OF WORK

3.1 AUTHORITY OF THE ENGINEER

- A. The Engineer will decide all questions relating to interpretation of the Contract Documents, and may alter, adjust, and approve same when necessary; all questions relating to quality, quantity, value, and acceptability of materials to be furnished and work provided or to be provided; all questions relating to progress of the Work and need for and manner of correcting same, and also the need for and terms of delay and suspensions; all questions relating to the need for and terms of Extra Work; all questions relating to the supervision, control and director of Work on the site and the use thereof; and all questions as to the acceptable fulfillment of the Contract by the Contractor.
- B. Attention of the Contractor is directed to the following limitations on the scope of the duties entrusted to the Engineer.
 - 1. Engineer will not supervise, direct, control or have authority over or be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the furnishing or performance of the Work. Engineer will not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

3.2 CONTRACT DRAWINGS

- A. Contract Drawings showing the general arrangement and such details as necessary to give a comprehensive idea of the construction contemplated will be furnished by the City. As work progresses, the Contract Drawings may be supplemented by the Engineer as required to amplify or control the work. The Contractor shall perform the work required by such supplements without additional compensation, except as provided by the Contract.

3.3 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

- A. Attention is directed to Chapter 30, Section 391 of the General Laws of the Commonwealth that provides that no willful and substantial deviation from Contract Drawings and Specifications shall be made unless directed in writing by the Engineer duly authorized by the City to approve such deviation. Chapter 30, Section 391 further provides that in order to avoid delays in the prosecution of the Work, such deviation may be authorized by a written order of the Engineer authorized to approve such deviation, and that within 30 days thereafter such written order shall be confirmed by a certificate of the City.
- B. All work provided and all materials furnished shall be in conformity with the dimensions, details, physical, and chemical characteristics of materials and other specific requirements of the Contract.
- C. Where definite tolerances are specified in the Contract, such tolerances shall fix the limits of conformity. Where tolerances are not specified in the Contract, the Engineer will determine the limits of conformity in each individual case and such determination shall be final and conclusive and mutually accepted by all parties.
- D. If materials or the finished product in which the materials are used are not within conformity with the Contract Documents, but acceptable work has been produced, the Engineer will make a determination whether the work shall be accepted and remain in place.
- E. If the Engineer finds the materials, or the finished product in which the materials are used or the work provided, are not in conformity with the Contract Documents and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor, at no additional cost to the City.

3.4 COORDINATION OF CONTRACT SPECIFICATIONS

- A. Contract Specifications and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In the event of any discrepancy between a Drawing and figures written thereon, the figures, unless obviously incorrect, are to govern over scaled dimensions.
- B. The Contractor shall take no advantage of any apparent error or omission in the Contract Documents. If the Contractor discovers such an error or omission, the Engineer shall be notified immediately. The Engineer will then make such corrections and interpretations as may be deemed necessary to fulfill the intent of the Contract.

3.5 COOPERATION BY CONTRACTOR

- A. The Contractor will be given 1 copy of the Contract Documents. The Contractor shall have 1 copy of the Contract Documents on the work site and available for reference at all times during the prosecution of the Work.
 - 1. Additional copies of the Contract Documents beyond the stated number may be requested by the Contractor and will be furnished by the City at the expense of the Contractor.
- B. Prior to starting Work the Contractor shall designate in writing the name, title, qualifications, and experience of his proposed representative (job superintendent) who, upon approval by the City, shall have complete authority to represent and to act for the Contractor. A facsimile of the authorized representative's signature shall be furnished to the Engineer. The authorized representative or a substitute acceptable to the Engineer shall be present at the work site at all times while work is actually in progress on the Project. Arrangements for responsible supervision acceptable to the Engineer shall be made for emergency work that may be required during periods when Work is suspended. The Contractor shall notify the Engineer, in writing, of any proposed change of his representative, and shall provide identical information for approval of the new representative.
 - 1. The job superintendent shall have the following minimum qualifications and experience:
 - a. A minimum of 10 years of related remediation experience.
- C. The Contractor shall ascertain that the materials and workmanship are in accordance with the Contract Documents.
- D. The Contractor shall carry on his work under the direction of the Engineer such that representatives of municipal departments may enter on the work site without interference to make changes in their facilities which may be affected by the Work. The Contractor shall have no claim for, or because of any delay that may be due to or result from work of utility owners, state or municipal departments. No allowance of any kind will be made except as provided in Article 6.8. Nothing contained herein shall be construed to hold the Contractor responsible for any acts or omissions by such utility owners, state or municipal departments, or their contractors.
- E. RESERVED
- F. The Contractor shall not unreasonably encumber the project site with his materials. All flammable or combustible materials shall be properly stored to prevent, by effective measures, fire. Waste materials

accumulated from the Work shall be accumulated off-site at a location to be designated by the City until ultimate disposal by the Contractor at an appropriately licensed off-site facility.

3.6 ADJACENT CONTRACTS

- A. The City reserves the right at any time to contract for and perform other or additional work on or near the Work covered by the Contract. The intent of this Article is to provide for the cooperation of contractors where the City deems it expedient or necessary and in the best interest of the City to let separate contracts for the performance of other work on or near the location of the Work being performed under the Contract, but it is not intended to indicate an intention on the part of the City to let separate contracts for work within the scope of or necessary for the successful completion of the Contract.
- B. When separate contracts are let within the limits of any one project (either prior to Award of Contract, as specified in the Bid, or as specified above), each contractor shall conduct their work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors.
 - 1. Contractors working within the same area shall cooperate with each other as directed and shall coordinate work schedules through the Engineer to minimize conflicts.
- C. Each contractor involved shall assume all liability, financial or otherwise, in connection with its contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced because of the presence and operations of other contractors working within the limits of the same project. No allowance of any kind will be made except as provided in Article 6.8.
 - 1. Work beyond the limits of the project that is reasonably related to or inferred from the Work required by the Contractor that is due to the work of adjacent contractors within the limits of the project shall be performed by the Contractor, at no additional cost to the City.
- D. The Contractor shall arrange the work and shall place and dispose of the materials being used so as not to interfere with the operations of other contractors within the limits of the same Project. The Contractor shall join the work with that of others in an acceptable manner and perform the work in proper sequence to that of others.

3.7 RESERVED

3.8 AUTHORITY AND DUTIES OF ENGINEER'S ASSISTANTS

- A. The Engineer may appoint assistants and representatives. The assistants and representatives are authorized to inspect work and materials, to give directions pertaining to the Work or to the safety and convenience of the public, to approve or reject materials and to make measurements of quantities.
- B. In case of any dispute arising between the Contractor and the Engineer's assistants, as to materials furnished or the manner of providing work, the Engineer's assistants are authorized to reject materials or to suspend work until the dispute is referred to and decided by the Engineer.
- C. The Engineer's assistants are not authorized to revoke, alter, enlarge, relax, or release any requirements of these Specifications, nor to issue instructions contrary to the Contract Drawings and Specifications.
- D. The Engineer's assistants will not act as foremen or perform other duties for the Contractor.

- E. The City will not accept responsibility whatsoever for Extra Work performed for which there is no specific proper written authorization.

3.9 INSPECTION OF WORK

- A. All materials and each part or detail of the Work shall be subject to inspection by the Engineer. The Engineer shall at all times have access to the Work and be furnished with information and assistance by the Contractor as required, at no additional cost to the City, to make a complete and detailed inspection.
- B. The Contractor, if requested by the Engineer, shall before acceptance of the Work, remove or uncover such portions of the finished work as directed. After examination, the Contractor shall restore said work to the standard required by the Contract Documents. Should work exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work. Should work exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, will be at no additional cost to the City.
- C. Any work done or materials used without authorization by the Engineer may be ordered removed and replaced, at no additional cost to the City.
- D. The Contractor shall furnish written information to the Engineer stating the original sources of supply of all materials manufactured away from the Work site. This information shall be furnished at least two weeks (or as otherwise required by the Engineer) in advance of the incorporation in the Work of such materials.
- E. When any unit of government or political subdivision is to pay a portion of the cost of the Work, its respective representatives shall have the right to inspect the Work. Such inspection shall in no sense make any unit of government or political subdivision a party to this Contract, and shall in no way interfere with the rights of either party hereunder.
- F. Inspection of Work shall not relieve the Contractor of any of his obligations to fulfill the requirements of the Contract Documents.
- G. Failure to reject any defective work or materials shall not in any way prevent later rejection when such defect is discovered, nor obligate the City to make final acceptance.
- H. The Contractor shall give prior notice to the Engineer when work on the various items is to be performed by him or his subcontractors. If work is suspended on any item, prior notice shall be given to the Engineer before resumption of such work. Except in the case of an unforeseen emergency, neither the Contractor nor any subcontractor shall perform any Work requiring inspection at hours other than during the normal work day without prior approval of the Engineer.

3.10 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

- A. Defective work shall be promptly remedied, or removed and replaced, notwithstanding that such work has previously been inspected and approved or estimated for payment. If the work or any part thereof shall be found defective at any time, the Contractor shall, at no additional cost to the City, make good such defect in a satisfactory manner.
- B. Work performed and Extra Work done without written authorization will be considered unauthorized work and the Contractor will receive no compensation therefore. If required by the Engineer, unauthorized work shall be remedied, removed, or replaced, at no additional cost to the City.
- C. Upon failure of the Contractor to remedy, remove, or replace defective or unauthorized work, or to comply promptly with any requirement of the Engineer made under this Article, the City may cause defective or

unauthorized work to be remedied, removed, or replaced by others and deduct the costs thereof from any monies due or to become due the Contractor.

3.11 FINAL ACCEPTANCE

- A. Upon substantial completion of the Work, the Contractor shall present, in writing, to the City its certification that the Work has been substantially completed. Within 21 days thereafter, the City as a result of its inspection of the Work will present to the Contractor either a written declaration that the Work has been substantially completed or an itemized list of incomplete or unsatisfactory Work items required by the Contract sufficient to demonstrate that the Work has not been substantially completed. The City may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the Contract completion date, within which the Contractor must achieve substantial completion of the Work. If the City fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the Contractor's certification within the 21 day period, the Contractor's certification shall take effect as the City's declaration that the Work has been substantially completed.
- B. If the Work or any part thereof is not acceptable to the Engineer at the time of the inspection, the Contractor will be notified in writing of the particular defects or parts to be remedied before final acceptance. If the Contractor has not arranged within a period of 5 days after the date of transmittal of such notice of non-acceptability, to complete the Work as directed by the Engineer, the City may, without further notice and without in any way affecting the Contract, make such other arrangements as may be considered necessary to insure satisfactory completion of the Contract. The cost of completing such Work will be deducted from any moneys due or which may become due to the Contractor under the Contract.
- C. Substantial completion, for the purposes of this Article, shall mean either that the Work required by the Contract has been completed except for Work having a Contract price of less than 1 percent of the then adjusted total Contract price, or substantially all of the Work has been completed and opened to public use, or ready to be used/occupied by the City or an operating contractor except for minor incomplete or unsatisfactory Work items that do not materially impair the usefulness of the Work required by the Contract.
- D. Also, see Article 5.24.
- E. Also, see Article 7.9

END OF ARTICLE 3

4.0 ARTICLE 4 - CONTROL OF MATERIALS

4.1 RESERVED 4.2

RESERVED 4.3

RESERVED

4.4 DEFECTIVE MATERIALS

- A. Contractor furnished materials rejected by the Engineer shall be removed immediately from the site of the Work unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work unless approved in writing by the Engineer. If the Contractor fails to comply promptly with a request by the Engineer, made under the provisions of this Article, the Engineer may cause the removal and replacement of rejected material and the cost thereof will be deducted from any moneys due or to become due the Contractor.

4.5 ASBESTOS MATERIALS

- A. The Contractor shall not furnish or install asbestos or materials containing asbestos under this Contract.

4.6 BANNED MATERIALS A.

Lead Paint

- 1. The Contractor shall not furnish or apply lead containing paint on surfaces within the limits of the Contract.
 - a. A lead containing paint is defined by the Consumer Product Safety Commission's Lead Containing Paint Poisoning Prevention Act of 1979 as any coating whose dried film contains greater than 0.06 percent by weight of lead.

END OF ARTICLE 4

5.0 ARTICLE 5 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

5.1 LAWS TO BE OBSERVED

- A. The Contractor shall keep fully informed concerning all requirements of law, including all state and federal laws, county and municipal ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials used, in the Work, or such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The Contractor shall protect, indemnify and hold harmless the City and the Engineer, and all of their officers, agents, and employees against all claims and liabilities arising from or based on the violation of any such requirement of law whether by the Contractor, his employees, agents, or subcontractors. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such requirements of law, the Contractor shall immediately report the facts to the Engineer in writing. The Contract shall be governed by the laws of the Commonwealth.
- B. The City of New Bedford requires all corporate vendors soliciting business with the City of New Bedford which are not Massachusetts Corporations to be registered as a Foreign Corporation in the Commonwealth of Massachusetts. Therefore, "out of state businesses", in accord with Massachusetts General Laws Chapter 156d, Section 15.01, must register as a foreign corporation doing business in Massachusetts and appoint a Resident Agent for service of process within the State of Massachusetts. The necessary forms may be downloaded from the state web site www.state.ma.us/sec
- C. Other out-of-state business organizations, such as individual proprietorship, partnership and joint ventures, shall appoint an agent in this Commonwealth for the service of legal process and furnish a copy of such appointment to the State Secretary prior to the issuance of a contract by the City.
- D. Work shall be in accordance with the Massachusetts State Building Code.
1. The Contractor shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any law, ordinance, safety code, regulation, order or decree whether caused by the Contractor, its employees or its subcontractors employed on the Project.
 2. Such laws, ordinances, codes, regulations, orders, or decrees may restrict and limit the Contractor's working hours or use of certain types of equipment on the Project. The Contractor shall become familiar with such restrictions and limitation prior to submitting a Bid.
 3. The Contractor shall give all necessary notices, obtain all permits as required and pay all government taxes, fees, and other costs in connection with the Work. The Contractor shall file all necessary drawings, prepare all documents, and obtain all necessary approvals of all governmental departments that have jurisdiction. The Contractor shall obtain all required Certificates of Inspection prior to acceptance and final payment for the Work. Compensation for conforming to all provisions of this Article, except as may be provided otherwise in Supplementary Conditions, shall be considered as included in the prices for the various contract Items of Work and no additional compensation will be allowed therefore.
- E. Without limiting the Contractor's responsibility for ascertaining and complying with all applicable laws, ordinances, regulations, orders, and decrees, the Contractor's attention is called particularly to the requirements stated in the Sections of Division 1, General Requirements, specifying the general requirements for furnishing, installing and operating temporary controls during construction.

5.2 PERMITS AND LICENSES

- A. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes and give all notice necessary and incidental to the due and lawful prosecution of the Work.
- B. Permits and licenses shall be in the name of the City.

5.3 MOTOR VEHICLES

- A. Motor vehicles (except vehicles used solely for transporting employees to and from the Contract location) used wholly or in part within the Commonwealth by the Contractor or a subcontractor, or by a person directly or indirectly employed by them in the execution of the Contract, shall be appropriately registered in the and bear valid registration plates.
- B. Motor vehicles used solely for transporting employees to and from the Contract location shall be registered as required under Chapter 90, Section 3, of the General Laws of the Commonwealth, as amended.
- C. A vehicle shall not be driven on any way, as defined in Section 1 of Chapter 90 of the General Laws of the Commonwealth, unless it is constructed or loaded so as to prevent any of its load from dropping, shifting, leaking, or otherwise escaping therefrom. (Chapter 85, Section 30, of the General Laws of the Commonwealth as amended.)
- D. All diesel construction equipment shall have emission control devices installed, such as oxidation catalysts or particulate filters on the exhaust system side of the diesel combustion engine equipment.

5.4 INSURANCE REQUIREMENTS

- A. The Contractor shall carry Commercial General Liability Insurance for personal injury, bodily injury and property damage with limits not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. The insurance should include the following:
 - 1. All operations.
 - 2. Contractual liability.
 - 3. Coverage for the so-called "X, C, U" hazards, i.e., collapse of building, blasting, and damage to underground property.

Completed operations hazard for a period of at least 2 years following acceptance by the City of the completed Contract.
 - 5. Use of watercraft, aircraft when applicable.
- B. Pollution Liability Insurance
 - 1. The Contractor or his designated subcontractor shall carry Pollution Liability in an amount not less than \$1,000,000 per occurrence and \$5,000,000 aggregate, for sudden and gradual occurrences arising out of the work being performed under this Contract including, but not limited to, all hazardous material identified under this Contract.
 - 2. The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the Disposal Facility for Environmental Impairment Liability insurance covering liability for sudden and accidental occurrences in the amount of not less than \$3,000,000 per occurrence and \$6,000,000 aggregate and shall also include liability for non-sudden occurrences in the amount of not less than \$5,000,000 per occurrence and \$10,000,000 aggregate.

3. The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with endorsement MCS90 for the liability arising out of the transportation of hazardous material with an amount not less than \$5,000,000 annual aggregate.
4. Certificates of Insurance shall clearly state the hazardous materials exposure identified under the Contract.

C. Automobile Liability Insurance

1. Include the use of all vehicles; owned, leased, hired and non-owned, with limits not less than \$1,000,000 combined single limit covering all work performed under the Contract.

D. Railroad Protective Insurance (RPI)

1. RPI is not applicable to this Contract.

E. The Contractor shall carry Worker's Compensation Insurance, including Employers Liability Insurance as provided by Chapter 152, as amended, of the General Laws of the Commonwealth covering all work performed by him under the Contract.

F. The Contractor shall carry Umbrella Liability Coverage with limits of not less than \$10,000,000 per occurrence, covering all work performed by him under this Contract.

G. The Contractor shall carry Builder's Risk Insurance ("All Risks" form) on a 100 percent completed value basis for the full insurable portion of such Work for the benefit of the City, the Contractor and all subcontractors.

The required insurance coverage's hereinbefore specified shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of B+ or better, shall be taken out before the Contract is commenced and be kept in full force and effect throughout the term of the Contract, shall be primary to and non-contributory to any coverage's maintained by the City, and shall require that the City be given at least 30 days advance written notice in the event of any cancellation or materially adverse change in coverage. All such required insurance, with the possible exception of Pollution Liability Insurance, shall be written on an occurrence basis form, as opposed to a claims made basis form. The City shall be named as an additional insured under the Commercial General Liability, Automobile Liability, Umbrella, Pollution Liability, and Builder's Risk Insurance Policies. The Workers' Compensation and Employers' Liability Insurance Policies shall include a waiver of subrogation in favor of the City. All such insurance as is required of the Contractor shall be provided by or in behalf of all subcontractors to cover their operations performed. The Contractor shall be held responsible for any modifications, deviations or omissions in the compliance with these requirements by the subcontractors. At the inception date of the Contract and throughout the term of the Contract, the City shall be provided with certificates of insurance evidencing that such insurance policies are in place and provide coverage as required. The following statement affirming that coverage completely complies with contract requirements shall be included in the special items section of the certificate or in an attached special items addendum page:

I. The aforementioned insurance coverage's completely comply with Article 5.4, Insurance Requirements, paragraphs A through 1, inclusive, City of New Bedford Contract.

5.5 PATENTED DEVICES, MATERIAL AND PROCESSES

- A. The Contractor shall indemnify and save harmless the City and all persons acting for or on behalf of the City from all claims and liability of any nature or kind, and all damages, cost and expenses, including attorney's fees, arising from or occasioned by an infringement or alleged infringement of any patents or patent rights on any invention, process, material, equipment, article, apparatus, or any part thereof, furnished and installed by the Contractor, or arising from or occasioned by the use of manufacture thereof, including their use by the City. In case such materials, equipment, devices, or processes are held to constitute an infringement and their use enjoined, the Contractor, at his expense, shall:
1. Secure for the City the right to continue using said materials, equipment, devices, or processes by suspension of the injunction or by procuring a license or licenses; or
 2. Replace such materials, equipment, devices, or processes with non-infringing materials, equipment, devices, or processes; or
 3. Modify them so that they become non-infringing, or remove the enjoined materials, equipment, devices, or processes and refund the sums paid therefore without prejudice to any other rights of the City or the Engineer.
- B. When Federal funds are involved, patent rights to any patentable result arising out of the Work, as well as all information, designs, specifications, know-how, data, and findings, shall be made available to the Government for public use, unless the Federal Department involved shall, in specific cases where it is legally permissible, determine that it is in the public interest that it not be so made available.

5.6 RESERVED

5.7 RESERVED

5.8 RESERVED

5.9 RESERVED

5.10 PROTECTION AND RESTORATION OF PROPERTY

- A. Compensation for conforming to all provisions of this Article, unless compensation is authorized in writing by the Engineer, as specified in Article 2.3, or as may be provided otherwise in the Supplementary Conditions, shall be considered as included in the prices for the various Contract items of Work and no additional compensation will be allowed therefore.
- B. RESERVED
- C. The Contractor shall confine his movements and operations insofar as possible to the area within the limits of the Work, and the area outside the limits of the Work shall not be disturbed except as directed.
- D. The Contractor shall, at no additional cost to the City, preserve and protect from injury all property along and adjacent to the proposed Work. The Contractor shall be responsible for and shall repair, at no additional cost to the City, any and all damage and injury thereto, arising out of or in consequence of any act or omission, neglect or misconduct in the execution of the Work, or in consequence of the non-execution thereof by the Contractor or his employees or subcontractors in the performance of the Work covered by the Contract prior to completion and acceptance thereof.

- E. Although the Contract Drawings may indicate the approximate location of existing items in the vicinity of the Work, accuracy and completeness of the information is not guaranteed by the City. Before commencing any work or operations that may endanger or damage structures, the Contractor shall carefully locate all such structures and conduct his operations in such manner as to avoid damage thereto. When necessary, the Contractor shall cooperate with representatives of the City in order to avoid damage to their structures by furnishing and erecting suitable supports, props, shoring, or other means of protection.

5.11 PROTECTION OF PUBLIC LANDS

- A. In the execution of any Work within or adjacent to any state or national forest, park, or other public or private lands, the Contractor shall comply with all of the regulations of the appropriate authorities having jurisdiction over such forest, park, or lands. The Contractor shall keep the areas in his construction operations in an orderly condition and properly dispose of all refuse and discarded materials.
- B. The Contractor shall obtain construction permits that may be required for Contract operations, not a part of the Contract, in accordance with the requirements of the regulations of the appropriate authorities.

5.12 HAZARDOUS ENVIRONMENTAL CONDITION AT SITE

- A. Reference is made to the Division 13 General Specification for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.
- B. Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Division 13 General Specifications. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their related entities with respect to:
 - 1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. Any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. The Contractor shall take all necessary steps not to disturb or exacerbate Hazardous Environmental Conditions.
- E. If Contractor encounters hazardous environmental condition or if Contractor or anyone for whom, Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected there (except in an emergency as required by Article 5.13 and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

- F. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Article 5.17.
- G. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract times as a result of deleting such portion of the work, then either party may make a Claim therefore as provided in Article 5.17. Owner may have such deleted portion of the work performed by Owner's own forces or others at the Owner's discretion
- H. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (1) was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

5.13 EMERGENCIES

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

5.14 DISPOSAL OF MATERIALS OUTSIDE THE WORK SITE

- A. Unless otherwise specified in the Contract Specifications, the Contractor shall make his own arrangement for disposing of waste and excess materials outside the work site, at no additional cost to the City.
- B. RESERVED

- C. Unless otherwise provided in the Contract Specifications, full compensation for all costs involved in disposing of materials as above specified, including all costs of hauling, shall be considered as included in the price paid for the Contract Item involving such materials and no additional compensation will be allowed therefore.
- D. In the disposal of excavated material, and other waste and excess materials, the Contractor shall adhere to all applicable laws of the Commonwealth of Massachusetts and to municipal and local ordinances and regulations.

5.15 SAFETY AND FIRST AID REQUIREMENTS

- A. The Contractor shall adhere to all precautions necessary to the safety and health of the workmen in accordance with provision of Federal Regulation 29 CFR Parts 1926.58 and 1910.1001, and Massachusetts Regulations 453 CMR 6.00.
- B. The Contractor's safety program shall be submitted in writing to the Engineer for review within 5 days after receipt of a Notice of Award. The proposed safety program shall include the name, experience, and qualifications of the Contractor's proposed safety representative. No work at the job site shall begin until the Engineer has reviewed the Contractor's safety program and safety representative. Implementation and enforcement of the safety program for the forces of the Contractor and all subcontractors shall be the responsibility of the Contractor.
- C. The Contractor's safety representative shall have a thorough knowledge of safety and OSHA regulations. If, in the opinion of the Engineer, the Contractor's safety representative is not effective in carrying out the duties assigned and as described below, the Engineer may request, in writing, that the Contractor replace the safety representative.
- D. The duties of the safety representative shall include maintenance of the Contractor's safety program, enforcement of safe practices, and the use of safety equipment and personal protection equipment, and other such activities as may be required by OSHA to maintain job safety and accident prevention. The safety representative shall not be changed, terminated, nor reassigned without the written approval of the Engineer.
- E. Attention of the Contractor is specifically directed to the General and Supplemental Conditions of this Contract, which shall be made a condition of each subcontract entered into pursuant to the Contract. Further, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1518, Published in the Federal Register on April 17, 1971) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).
- F. The City may stop any work that it considers to be unsafe. **5.16**

RESPONSIBILITY FOR DAMAGE CLAIMS

- A. The Contractor shall indemnify, defend, and save harmless the City and all its officers, agents, and employees against all suits, claims, or liability of every name and nature, for or due to any injuries to persons or damage to property arising out of or in consequence of the acts of the Contractor in the performance of the Work covered by the Contract or failure to comply with the terms and conditions of said Contract, whether by the Contractor or the Contractor's employees or subcontractors.
- B. The Contractor shall be held responsible for any and all claims for damage to structures and utilities due to Contractor's operations or to the operations of any of the Contractor's subcontractors.

- C. The provisions of this Article shall in no way relieve the Contractor from any liability for damage to property of others caused by the Contractor's negligence or that of the Contractor's employees nor shall they be construed to require the City to indemnify the Contractor against any loss resulting from such acts of negligence.

5.17 CLAIMS AGAINST CONTRACTOR FOR PAYMENT OF LABOR AND MATERIALS

- A. The Contractor shall be responsible for prompt payment for all services, labor, equipment and materials furnished by or through the Contractor for purposes of the Contract.
- B. Forthwith after the Contractor receives payments, the Contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in a court proceedings barring such payment and also less any amount claimed due from the subcontractor by the Contractor.
- C. Not later than 65 days after each subcontractor substantially completes its work in accordance with the Contract Documents, the entire balance due under the subcontract less amounts retained by the City as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor, and the City will pay that amount to the Contractor. The Contractor shall forthwith pay to the subcontractor the full amount received from the City less any amount specified in any court proceeding barring such payment and also less any amount claimed due from the subcontractor by the Contractor.
- D. Each payment made by the City to the Contractor pursuant to subparagraphs "1" and "2" of this Article for the labor performed and the materials furnished by a subcontractor shall be made to the Contractor for the account of that subcontractor: and the City will take reasonable steps to compel the Contractor to make each such payment to each such subcontractor. If the City has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the subcontractor as provided in subparagraphs "1" and "2" the City shall act upon the demand as provided in this Article.
- E. If within 70 days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the Contractor the balance due under the subcontract, including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the City as the estimated cost of completing the incomplete and unsatisfactory items of Work, the subcontractor may demand direct payment of that balance from the City. The demand shall be by a sworn statement delivered to or sent by certified mail to the City, and a copy shall be delivered to or sent by certified mail to the City, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventeenth day after the subcontractor has substantially completed the subcontract work. Within 10 days after the subcontractor has delivered or so mailed the demand to the City and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the City and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the subcontractor.
- F. Within 15 days after receipt of the demand by the City, but in no event prior to 70 days after substantial completion of the subcontract work, the City will make direct payment to the subcontractor of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the Contractor, less any amount (1) retained by the City as the estimated cost of completing the incomplete or unsatisfactory items of work, (2) specified in any court proceedings barring such payment, or (3) disputed by the Contractor in the sworn reply; provided, that the City will not deduct from a direct payment any amount as provided in part (3) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph "4". The City will make further direct payment to the subcontractor forthwith after the removal of the basis for the deductions from direct payments made as provided in parts (1) and (2) of this subparagraph.

- G. Within 15 days after receipt of the demand by the City, but in no event prior to 70 days after substantial completion of the subcontract work, the City will make direct payment to the subcontractor of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the Contractor, less any amount (1) retained by the City as the estimated cost of completing the incomplete or unsatisfactory items of work, (2) specified in any court proceedings barring such payment, or (3) disputed by the Contractor in the sworn reply; provided, that the City will not deduct from a direct payment any amount as provided in part (3) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph "4". The City will make further direct payment to the subcontractor forthwith after the removal of the basis for the deductions from direct payments made as provided in parts (1) and (2) of this subparagraph.
- H. The City will forthwith deposit the amount deducted from a direct payment as provided in part (3) of subparagraph "5" in an interest bearing joint account in the names of the Contractor and the subcontractor in a bank in Massachusetts selected by the City or agreed upon by the Contractor and the subcontractor and shall notify the Contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.
- I. All direct payments and all deductions from demands for direct payments deposited in an interest bearing account or accounts in a bank pursuant to subparagraph "6" shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later became payable to the Contractor and in the order of receipt of such demands from subcontractors. All direct payments will discharge the obligation of the City to the Contractor to the extent of such payment.
- J. The will deduct from payments to the Contractor amounts which, together with the deposits in interest bearing accounts pursuant to subparagraph "6", are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall be a right in such deductions prior to any claims against such amounts by creditors of the Contractor. Subcontractor, for contracts awarded as provided in paragraph (a) of Section 39M, Chapter 30 of the General Laws of the Commonwealth shall mean a person approved by the in writing as a person performing labor and furnishing materials pursuant to a contract with the Contractor.

5.18 PAYMENT OF TAXES

- A. Contract prices paid for the Work shall include full compensation for all taxes which the Contractor is required to pay whether imposed by federal, state, or local government, including, without being limited to, federal excise tax.
 - 1. Fines and penalties, including interest, are the responsibility of the Contractor and all costs associated therewith shall be borne by the Contractor, at no additional cost to the City.
- B. The Massachusetts Sales Tax, Chapter 64H, Section 6 and the Massachusetts Use Tax, Chapter 641, Section 7, states that these taxes are not applicable to the sales of construction materials and supplies incorporated, consumed, employed or expended in construction projects of the City. This exemption is also applicable to rental charges for construction vehicles, equipment, and machinery rented, specifically for use on the site of the City's construction projects. Bidders are directed to exclude any allowance for Sales or Use Tax from their Bid Form as said tax would relate to the foregoing specific categories.

CLAIMS OF CONTRACTOR FOR COMPENSATION

- A. No person or corporation, other than the signer of the Contract as Contractor, now has any interest Hereunder, and no claim shall be made or be valid, and neither the City nor any member, agent, or Employee thereof, shall be liable for, or be held to pay, any money except as provided in Articles 2.2, 2.3, 2.4, 2.5,7.2 of the Agreement.

- B. All claims of the Contractor for compensation other than as provided for in the Contract due to any act Or omission or commission by the City or its agents must be made in writing to the Engineer within 10 day's after the beginning of any work or the sustaining of any damage due to such act. Such written statement shall contain a description of the nature of the Work provided or damage sustained, and the Contractor, shall on or before the 15th day of the month succeeding that in which such Work is performed or damage sustained file with the Engineer an itemized statement of the details and amount of such work or Unless such statement shall be required, the claim for compensation shall be forfeited and invalidated, and the Contractor shall not be entitled to payment due to any such work or damage. Such notice by the Contractor And the keeping of costs by the Engineer shall not in any way be construed as proving the validity of the claim.
- C. The provisions of this paragraph shall not apply to changes in quantities as provided under Article 2.5 pt or to Extra Work ordered by the Engineer in writing.
- D. On the basis of information provided in writing by the Contractor's own employees, servants, or agents, the Contractor shall certify, in writing, that the Work for which he is claiming payment, other than as provided for in the Contract, is work actually performed, and the costs as shown are the amounts legally due for providing such Work for which payment is claimed.
- E. The Engineer will determine all questions as to the amount and value of such Work, and the fact and extent of Such damage and will notify the Contractor in writing of this determination.
- F. Acceptance by the Contractor of the final payment made under the provisions of Article 7.9 shall operate as And shall be a release to the City and every member, agent, and employee thereof, from all claim and liability to the Contractor for anything done or furnished for, or relating to or affecting the Work except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in Article 5.17 For claims for extensions of time see Article 6.8

5.20 OPENING PORTIONS OF CONTRACT FOR OPERATION OR OCCUPANCY

- A. Any portion of the Work which is in acceptable condition for operation or occupancy may be opened for operation or occupancy as directed in writing by the City, but such operation or occupancy shall not be construed as an acceptance of the Work or part thereof, nor shall it act as a waiver of any of the provisions of the Contract Specifications or of the Contract; provided, however, that on such portions of the Work as are opened for such use, the Contractor shall not be required to assume any expense entailed in maintaining that portion of the Work opened for operation or occupancy. The City will be responsible for maintenance and any damage to the Work caused solely by the operation or occupancy of any portion of the Contract which has been opened to operations or occupancy as stipulated above, and it may order the Contractor to repair or replace such damage, whereupon the Contractor shall make such repairs at Contract unit prices so far as the same are applicable, or as Extra Work under the provisions of Article 2.3, if there are no applicable items in the Contract.
- B. If the Contractor is dilatory in completing items of the Work, the Engineer may order all or a portion of the Work open to occupancy, but in such event the Contractor shall not be relieved of his liability and responsibility during the period the Work is so opened prior to final acceptance. The Contractor shall conduct the remainder of his operations so as to cause the least interference to occupancy. Additional costs incurred by the Contractor in conducting the remainder of his operations due to his being dilatory with parts of the Work shall be assumed by the Contractor, at no additional cost to the City.

CONTRACTOR'S RESPONSIBILITY FOR THE WORK

- A. Until final written acceptance of the Work, the Contractor shall have the charge and care of the Work. The Contractor shall take every necessary precaution against injury or damage to the Work by action of the elements, or from any other cause, whether arising from the execution of the non-execution of the Work.
- B. Except as provided in Article 2.9, the Contractor shall bear all losses resulting from or due to the amount or the character of the Work or because the nature of the environment in or on which the Work is done is different from that which was estimated or expected, or due to bad weather or other causes.
- C. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and final acceptance, and shall bear the expense thereof, except damage to the Work due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, to "Acts of God" (limited to hurricane, tornado, cyclone and earthquake as classified by the United States Weather Bureau for the particular locality and for the particular season of the year, and in addition thereto, damages resulting directly from flooding from any of the aforementioned "Acts of God"). The repair of such damages shall be done by the Contractor and paid for at the respective Contract unit prices for the quantity and items of Work involved. In any case in which the estimate for replacing such Work or repairing such damage caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to the foregoing, or an "Act of God" combined with any previously authorized Extra Work results in a change of such magnitude as to be incompatible with competitive bid status, the City reserves the right to terminate the Contract and to call for new bids and award a new Contract for such Work. In the event a Contract is terminated for such reason, the City will pay the Contractor such sum as may be due for Work performed up to the date of the "Act of God," or of damage directly due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing and will also take over and pay for any material stored at the site of the Work provided said material was intended to be and could have been incorporated into the Work; the City will also take over and pay for any material which was being especially fabricated for incorporation into the Work, provided, however, that as a condition precedent to the City's liability for such material, the Contractor is legally liable therefore and the material was intended to be and could have been incorporated in the Work.
- D. Issuance of an estimate of any part of the Work done will not be construed as final acceptance of any Work completed up to that time.
- E. Should the Contractor fail to take prompt action whenever conditions make it necessary, the City will make emergency repairs or cause the same to be made, with the stipulation that the costs for such repairs shall be charged against the Contractor and deducted from moneys due the Contractor.
- F. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Contract and shall take such precautions as may be necessary to prevent damage to the Work, and shall erect any necessary temporary structures, signs, or other facilities, at no additional cost to the City.

5.22 CONFLICT OF INTEREST

- A. It is understood and agreed that no gift, loan, or other thing of value has been or shall be given to any employee, agent, or officer of the City in connection with the award or performance of the Contract. Also no employment shall be given to and no renting, leasing, or purchasing of equipment, supplies, or materials shall be arranged or made with or through any employee, agent, or office of the City by the Contractor.
- B. No board member, officer or employee of the City, officer or employee of any independent authority, political subdivision of the Commonwealth of Massachusetts, officer, employee or elected official or any _city, county, or town authority within the Commonwealth of Massachusetts, during his/her tenure and for 1 year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- C. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

5.23 PERSONAL LIABILITY OF CITY OFFICIALS

- A. In carrying out any of the provisions of the Contract Documents, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the Director, Engineer, or their authorized representatives, either personally or as officials of the City, it being understood that in all such matters they act solely as agents and representatives of the City.

5.24 NO WAIVER OF LEGAL RIGHTS

- A. The City shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore, from showing the true amount and character of the Work provided and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the Work or materials do not in fact conform to the Contract. The City shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or the Contractor's Sureties, or both, such damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Any remedy provided in the Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided; and the City shall also be entitled as of right to writ of injunction against any breach of any of the provisions of the Contract.

5.25 LABOR, LODGING, BOARD, MAXIMUM HOURS OF EMPLOYMENT, KEEPING OF PAYROLL RECORDS

- A. Every employee in public work shall lodge, board, and trade where and with whom the employee elects; and no person or person's agents or employees under contract with the City for the doing of public work, shall directly or indirectly require as a condition of employment therein, that the employee shall lodge, board, or trade at a particular place or with a particular person (Chapter 149, Section 25 of the General Laws of the Commonwealth).

- B. No laborer, workman, mechanic, foreman, or inspector working within this Commonwealth, in the employ of the Contractor, subcontractor, or other person doing or contracting to do the whole or a part of the Work contemplated by the Contract, shall be required or permitted to work more than 8 hours in any one day or more than 48 hours in any one week, or more than six days in any one week, except in cases of emergency. The City or the Contractor or any subcontractor may employ laborers, workmen, mechanics, foremen, and inspectors for more than 8 hours in any day in the work to be done or under the Contract when, in the opinion of the Director of the Department of Labor and Workforce Development, public necessity so requires. (Chapter 149, Section 34 of the General Laws of the Commonwealth, as amended.)
- C. Upon request of the Engineer or the Massachusetts Department of Labor and Industries, the Contractor shall furnish certified copies of any or all payrolls for the Contract, showing the name, address, and occupational classification of each employee on said Works, and the hours worked by, and the wages paid to each such employee. Such payroll shall also include the rates paid for rented trucks or rental equipment of any kind used on the Work. This requirement shall also apply to the work of any subcontractor, having a subcontract for any of the Work performed on the Contract. Such records shall be kept in such manner as the Director of the Department of Labor and Workforce Development shall prescribe, and shall be open to inspection by the Engineer or any authorized representative of the Department of Labor and Workforce Development at any reasonable time and as often as may be necessary.
- D. In case the Work covered by the Contract is financed from federal funds, the above provisions relative to the hours of employment shall be subject to such revision and amendment as are required by the rules and regulations controlling the expenditures of such federal funds.

5.26 EQUAL OPPORTUNITY CLAUSE

During the performance of the Contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment, without regard to race, creed, color, religion, sex, or national origin.
- C. The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives 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.
- D. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any of the said rules, regulations, or orders, the Contract may be cancelled, terminated, or suspended in whole or

in part; and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

- G. The Contractor shall include the portion of the sentence immediately preceding paragraph "A" and the provisions of paragraphs "A" through "G" in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provision shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. Applicable Massachusetts and Federal Anti-Discrimination Requirements are contained in the Supplementary Conditions.

5.27 REQUIREMENTS OF CHAPTER 30, SECTION 39R OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS

- A. The words defined below shall have the meaning stated whenever they appear in this subsection:
1. "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to Section. 39M of Chapter 30 of the General Laws of the Commonwealth.
 2. "Contract" means any contract awarded or executed pursuant to Section 39M of Chapter 30 of the General Laws of the Commonwealth.
 3. "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.
 4. "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of this person's residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.
 5. "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.
 6. "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he/she has made and sets forth his/her opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefore shall be stated. An

accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the Contractor.

7. "Management", when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.
8. Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

B. Subsection A.2 hereof notwithstanding, every agreement or contract awarded or executed pursuant to Section 39M of Chapter 30 of the General Laws of the Commonwealth shall provide that:

1. The Contractor shall make, and keep for at least 6 years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor, and
2. Until the expiration of 6 years after final payment, the awarding authority, office of inspector general, and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the Contractor or his/her subcontractors that directly pertain to, and involve transactions relating to, the Contractor or his/her subcontractors, and
3. If the agreement is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his/her description the date of the change and reasons therefore, and shall accompany said description with a letter, from the Contractor's independent certified public accounting approving or otherwise commenting on the changes, and
4. If the agreement is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth in paragraph "C" below prior to the execution of the contract, and
5. If the agreement is a contract as defined herein, the Contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph "D" below.

C. Every Contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

1. Transactions are executed in accordance with management's general and specific authorization.
2. Transactions are recorded as necessary:
 - a. To permit preparation of financial statements in conformity with generally accepted accounting principles, and
 - b. To maintain accountability for assets;
3. Access to assets is permitted only in accordance with management's general or specific authorization; and
4. The recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Every Contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he/she 'has examined the statement of management on internal accounting controls, and expressing an opinion as to:

5. Whether the representation of management in response to this paragraph and paragraph "B" above are consistent with the result of management's evaluation of the system of internal accounting controls; and
6. Whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

D. Every Contractor awarded a contract by the Commonwealth or by any political subdivision thereof shall annually file with the awarding authority during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report.

The office of inspector general, the deputy commission for capital planning and operations and any other awarding authority shall enforce the provisions of this section. The deputy commissioner of capital planning and operations may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of Chapter 30A of the General Laws of the Commonwealth such rules, regulations and guidelines may be applicable to all awarding authorities. A Contractor's failure to satisfy any of the requirements of this section may be grounds for disqualification pursuant to Section 44C of Chapter 149 of the General Laws of the Commonwealth.

Note: The record retention aspects of this subsection apply to all contracts awarded by the City regardless of value. The requirements relative to the internal auditing and management controls, including the filing of an annual statement, apply to contracts awarded with a value greater than \$100,000.

END OF ARTICLE 5

6.0 ARTICLE 6 - PROSECUTION AND PROGRESS

6.1 SUBLETTING OR ASSIGNMENT OF CONTRACT

- A. The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the Work under control.

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of the Contractor's right, title, or interest therein, without written consent of the City. If consent is given, the Contractor shall be permitted to sublet a portion thereof, but shall provide with the Contractor's own organization, Work amounting to not less than 10 percent of the original total Contract amount, except that any items designated in the Contract as Filed Sub-Bid Classes of Work shall be provided by Filed Sub-Bid Subcontractors and the amount of any such Filed Sub-Bid Classes of Work provided by Filed Sub-Bid Subcontractors may be deducted from the total amount in computing the amount of Work required to be provided by the Contractor's own organization. No subcontracts, or transfer of contract, shall in any case release the Contractor from liability under the Contract and bonds.

1. The provisions of Chapter 149, Section 44A through Section 441, inclusive, of the General Laws of the Commonwealth of Massachusetts with respect to sub-bidders on buildings will apply when so indicated in the Notice to Bidders.

- C. Consent to sublet any part of the Work shall not be construed to be an approval of the said subcontract or of any of its terms, but shall operate only as an approval of the making of a subcontract between the Contractor and subcontractor.
- D. A subcontractor (vendor, or supplier) will be recognized only in the capacity of an employee or agent of the Contractor, and the subcontractor's removal may be required as in the case of an employee.
- E. As soon as practicable after execution of the Contract, the Contractor shall submit to the City applications for approval of subcontractors for any part of the Work it is proposed to sublet. In addition to stating the name and address of the proposed subcontractor, each application shall give the items, or any portions thereof, proposed to be sublet by item number and description, and the total value of the Work proposed to be sublet based on the primary contract unit prices where established, or, where not established, on the approved breakdown estimate of a lump sum price required under Article 7.6 and not on the amount of the subcontract. The application shall also show pertinent information in order to enable the City to ascertain whether the proposed subcontractor is reliable and able to perform the work.
- F. The Contractor shall direct the attention of subcontractors to the requirements of:
- Article 5.4 regarding insurance requirements, the prevailing wage rates as determined by the Division of Occupational Safety of the Department of Labor and Workforce Development, and the provisions of Articles 5.25 and 5.26. Chapter 30, Section 39L, of the General Laws of the Commonwealth, requires under "1" above that the Commonwealth and every county, city, town, district, board, commission shall not enter into a contract for such Work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such Work, a foreign corporation which has not filed with the City a certificate of the State Secretary stating that such corporation has complied with Sections 3 and 5 of Chapter 181 and the date of such compliance. Chapter 156d Section 15.01, requires foreign corporations to appoint the Secretary of the Commonwealth as an attorney for service of process,
- G. The Contractor shall direct the attention of subcontractors and all suppliers of material to the requirements of Article 3.9.

6.2 PROSECUTION OF WORK

- A. The Contractor shall commence Work within 15 calendar days from the date of the mailing of the executed Contract by the City to the Contractor, unless otherwise directed in writing by the City. The Contractor shall complete the Work within the days specified.
- B. Should the prosecution of the Work for any reason be discontinued, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.
- C. If in the City's judgment it is necessary at any time, the Contractor shall when directed, employ such forces and equipment for one or more additional shifts as will be required to insure the proper and timely completion of the Work.
- D. The Contractor shall not provide work at any time when conditions are unsuitable for its execution, safety, and permanence. This provision shall not be interpreted as constituting any waiver, release or lessening of the Contractor's obligation to bring the Work to entire completion within the Contract time stipulated therefore.
- E. The Contractor shall not receive any additional compensation for the requirements of this Article.

6.3 RESERVED

6.4 LIMITATIONS OF OPERATIONS

- A. The Contractor shall conduct the Work at all times in such a manner and in such sequence as will assure the least interference with vehicular, marine, and pedestrian traffic, operations of railroads, and occupant and consumer entrance to and exit from adjacent buildings and property.

6.5 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT

- A. The Contractor shall at all times, employ sufficient labor and equipment to prosecute the several classes of work to full completion in the manner and time required by the Contract Documents.
- B. The Contractor shall provide all cutting, fitting, and patching of the work that may be required to make its several parts fit together properly, and shall not endanger any work by cutting, excavating, or otherwise altering the work in any part thereof.
- C. The Contractor shall employ only competent persons and subcontractors to do the Work. In addition, the Contractor shall hire persons, who, in the opinion of the Engineer are well qualified to direct, advise or perform certain specialized types of work as described in the Specifications.
- D. All workmen shall have sufficient skill and experience to perform the Work assigned to them. Workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operations of the equipment required to perform all work properly and satisfactorily.
- E. Any person employed by the Contractor or by any subcontractor who, in the Engineer's judgment, does not perform the work in a proper and skilled manner or is intemperate or disorderly or otherwise unsatisfactory or not employed in accordance with the provisions of Article 5.25, shall at the written request of the Engineer, be removed by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the Engineer.
- F. Should the Contractor fail to take the necessary action to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Engineer may suspend the Work by written notice until such orders are complied with.

- G. The Contractor shall employ engineers registered in the Commonwealth of Massachusetts, qualified superintendents, foremen, and other supervisory employees to plan all Work operations and to represent the Contractor at all of the several parts of the Work and they shall be present at all times while the Work entrusted to them is in progress and shall be informed thoroughly regarding the Work.
- H. All equipment used on the Work shall be of sufficient size and in such mechanical condition as to meet the requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to private or public property will result from its use.
- I. When methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor may use any methods or equipment that demonstrate to the satisfaction of the Engineer the ability to accomplish the Work in conformity with the requirements of the Contract.
- J. When the Contract Documents specify the methods and equipment by which the construction shall be performed, such methods and equipment shall be used unless otherwise authorized in writing by the Engineer. If the Contractor desires to use a method or type of equipment other than that specified, such approval should be requested in writing from the Engineer. The request shall include a full description of the methods and equipment proposed to be used as an explanation of the reasons for desiring to make the change. If written approval is given, it will be on the condition that the Contractor shall be fully responsible for producing construction work in conformity with the Contract requirements. If after trial use of the substituted methods or equipment, the Engineer determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient Work and replace it with Work of specified quality, or take such other corrective action as the Engineer may direct. No changes will be made in basis of payment for the construction items involved nor in Contract time as a result of authorizing a change in methods or equipment under these provisions.

6.6 DELAY AND SUSPENSION OF WORK

- A. The Engineer has the authority to delay the commencement of the Work and delay or suspend any portion thereof, for such period or periods as it may be deemed necessary, because of conditions beyond the control of the City or the Contractor, for the failure of the Contractor to correct conditions unsafe for the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for causes and conditions considered unsuitable for the prosecution of the Work; for acts of third persons not a party to the Contract; or for any other cause, condition, or reason deemed to be in the public interest.
- B. Upon receipt of written order of the Engineer, the Contractor shall immediately delay the commencement of the Work or delay or suspend any portion thereof in accordance with said order. Work shall not be suspended or delayed without prior written approval or order of the Engineer. The work shall be resumed when conditions warrant or deficiencies have been corrected and the conditions of the Contract satisfied as ordered or approved in writing by the Engineer. The Contractor's attention is also directed to the requirements of Article 5.21 and the public safety and convenience requirements of Sections of Division 1, General Requirements, that shall govern during any period of temporary or partial suspension of work.

6.7 CLAIM FOR DELAY OR SUSPENSION OF WORK

- A. The Contractor shall have no claim for damages of any kind due to any delay in commencement of the Work or any delay or suspension of any portion thereof, except as hereinafter provided.
 - 1. Attention is directed to Section 390 of Chapter 30 of the General Laws of the Commonwealth which requires that every contract subject to the provisions of Section 39M of Chapter 30 contain the following provisions

"a" and "b" in their entirety and, in the event of suspension, delay, interruption, or failure to act by the City increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of his performance as provisions "a" and "b" give the Contractor against the City, but nothing in provisions "a" and "b" shall in any change, modify, or alter any other rights which the Contractor or the subcontractor may have against each other.

- a. The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the City; provided, however, that if there is a suspension, delay, or interruption for 15 days or more or due to a failure of the City to act within the time specified in the Contract, the City will make an adjustment in the Contract price for any increase in the cost of the Contract but shall not include any profit to the Contractor on such increases; and provided further, that the City will not make any adjustment in the Contract price under this provision for any suspension, delay, interruption, or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract price under any other Contract provision.
- b. The Contractor shall submit the amount of a claim under provision "a" to the City in writing as soon as practicable after the end of the suspension, delay, interruption, or failure to act and, in any event, not later than the date of final payment under the Contract and, except for costs due to a suspension order, the City shall not approve any costs in the claim incurred more than 20 days before the Contractor notified the City in writing of the act or failure to act involved in the claim.

6.8 DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION

- A. The Contractor shall complete, entirely, and in an acceptable manner, the Work required under the Contract within the time stated in the Bid Form, except that the Contract time for completion shall be adjusted as follows:
 1. If the Contract is not awarded as contemplated by the Instructions to Bidders, then the number of days allowed for the completion of the Work will be computed from the date of mailing of the executed Contract to the Contractor or the date on which the Contractor was directed to commence Work whichever is later. If the Contract specifies a specific calendar date for completion and the Contract is not awarded as contemplated by the Instructions to Bidders, then the Contractor will be entitled to an extension of time equivalent to the number of days elapsed from 60 days (45 days if Federal funds are involved) after the opening of bids up to and including the day of mailing of the executed Contract by the City or the date on which the Contractor was directed to commence Work whichever is later.
 2. In case commencement of Work is delayed or any part thereof is delayed or suspended by the City (except for unsuitable weather, winter months, or reasons caused by the fault or neglect of the Contractor), the Contractor will be granted an extension of time in which to complete the Work or any portion of the Work required under the Contract equivalent to the duration of the delay less a reasonable period of time within which the Contractor could have done necessary preliminary work.
 3. When delay occurs due to reasonable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to "Acts of God," to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, acts of the Government, acts of the state or any political subdivision thereof, acts of other contracting parties over whose acts the Contractor has no control, fires, floods, epidemics, abnormal tides, (not including spring tides), severe coastal storms accompanied by high winds or abnormal tides, freezing of streams and harbors, abnormal time of winter freezing or spring thawing, interference from recreational boat traffic, use of beaches and recreational facilities for recreational purposes during the summer season, abnormal ship docking and berthing, unanticipated use of wharves and storage sheds, strikes except those caused by improper acts

or omissions of the Contractor, extraordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes, the time for completion of the Work shall be extended as determined by the Engineer to be equitable.

4. An "Act of God" as used in this Article is understood to imply an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or make preparation in defense of. A rain, windstorm or other natural phenomenon of normal intensity, based on United States Weather Bureau reports, for the particular locality and for the particular season of the year in which the Work is being prosecuted, shall not be construed as an "Act of God" and no extension of time will be granted for delays resulting therefrom. Within the scope of acts of the Government, consideration will be given to properly documented evidence that the Contractor has been delayed in obtaining any material or class of labor because of any assignment of preference ratings by the Federal Government or its agencies to other contracts.
 5. In case the Work is delayed by public or private utility owners or municipal departments, see Article 3.5.
 6. Each Extra Work Order or Change Order issued will include a statement of additional time, if any, that is agreed upon by the Contractor and the Engineer required for the completion of the Contract by reason of this Extra Work Order or Change Order, and no other time allowance due to the performance of the Work covered by such Extra Work Order or Change Order will be allowed.
- B. An extension of time will not be granted for any delay or any suspension of the Work due to the fault of the Contractor, nor if a written request for an extension of time on account of delay due to any of the aforesaid causes is not filed within 15 days of the date of the commencement of the delay nor if the request is based on any claim that the Contract period as originally established was inadequate.
- C. Contract period has been carefully considered and has been established for reasons of importance to the City. This time limit will be enforced.
- D. The probable slow-down or curtailment of Work during inclement weather and winter months has been taken into consideration in determining the total time required to complete the Contract; hence no extension of time will be allowed due to this reason.
1. No extension of time will be allowed for winter conditions and weather conditions, except as described in Article 6.8.A.3.

6.9 FAILURE TO COMPLETE WORK ON TIME

- A. On or before the expiration of the calendar days stated in Article 6.2 appearing herein before completion, or the date to which the time of completion will have been extended under the provisions of Article 6.8, the Work shall have been performed in accordance with the terms of the Contract. The time in which the various portions and whole of the Contract are to be provided and the Work is to be completed is an essential part of the Contract. The Contractor shall be responsible for and shall compensate the City in full for all costs incurred by the City due to the failure of the Contractor to complete all the work specified within the period of time as specified in Article 6.2; and for the case of the failure of the Contractor to complete the entire work within the time fixed in the Contract or any extension thereof.
- B. In case the Work has not been substantially and physically completed by the time stipulated in the Contract Specification (or by the date in which the completion time may have been extended in accordance with Article 6.8), the Contractor shall pay to the City a designated sum per day for the entire period of overrun in accordance with the following Schedule of deductions unless a different amount is stated in the Supplementary Conditions.

SCHEDULE OF DEDUCTIONS

VALUE OF CONTRACT

FOR MORE THAN	TO AND INCLUDING	CHARGES PER CALENDAR DAY
\$0	\$25,000	\$60
\$25,000	\$50,000	\$150
\$50,000	\$100,000	\$225
\$100,000	\$500,000	\$300
\$500,000	\$1,000,000	\$450
\$1,000,000	\$2,000,000	\$600
\$2,000,000	\$3,000,000	\$900
\$3,000,000	\$3,500,000	\$1,050
\$3,500,000	\$4,000,000	\$1,200
\$4,000,000	\$4,500,000	\$1,350
\$4,500,000	\$5,000,000	\$1,500
\$5,000,000		\$2,000

- C. Whatever the sum of money may become due and payable to the City by the Contractor under this Article may be retained out of money belonging to the Contractor in the hands and possession of the City. This Article shall be construed and treated by the parties to the Contract not as imposing a penalty upon the Contractor for failing fully to complete the Work as agreed on or before the time specified in the Contract Specification (as it may have been extended in accordance with Article 6.8), but as liquidated damages to compensate the City for all additional costs incurred by the City because of the failure of the Contractor fully to complete said Work on or before the date of completion specified in the Contract Specification (as it may have been extended).
- D. Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall not operate as a waiver on the part of the City of any of its rights under the Contract.

6.10 TERMINATION OF CONTRACT

- A. If the Contractor shall be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver shall be appointed of the Contractor's property, or if the work to be done under the Contract shall be abandoned, or if the Contract or any part thereof shall be sublet without the previous written consent of the City, or if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or at any time the Engineer certifies in writing to the City that the Work, or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract, the City may, by written notice, instruct the Contractor to discontinue the Work, or any part thereof, and thereupon the Contractor shall discontinue such Work or such part thereof, as the City may designate, and the City will require the Surety or Sureties to complete the Contract.
- B. If the Engineer determines that the rate of progress as reflected by the Contractor's CPM submitted and approved in accordance with the requirements specified in the Sections of Division 1, General Requirements, is not satisfactory, the City, instead of notifying the Contractor to discontinue the Work or any part thereof, may notify the Contractor from time to time to increase the force, equipment, and plant, or any of them, employed on the whole or any part of the Work, stating the amount of increase required; and unless the Contractor shall, within 5 working days after such notice, increase such force, equipment, and plant to the extent required therein, and maintain and employ the same from day to day until the completion of the Work or such part thereof or until the conditions as to the rate of progress shall, in the Engineer's judgment, be fulfilled; or unless the Contractor submits and receives approval of a revised CPM indicating the Work being completed on time, the City may employ and direct the labors of such additional force, equipment, and plant as may, in the Engineer's judgment, be necessary to insure the completion of the Work or such part thereof within the time specified, or at the earliest possible date thereafter, and charge the expense thereof to the Contractor.

Neither the notice from the City to the Contractor, to increase the force, equipment, or plant, nor the employment of additional force, equipment, or plant by the City shall be held to prevent a subsequent notice from the City to the Contractor to discontinue Work under the provisions of the preceding portion of this Article.

- C. The Engineer may exercise the rights under this paragraph to rectify adverse conditions described in Article 3.10 and Article 4.4, and/or notify the Contractor's bonding company to take the necessary appropriate action to remedy the situation. It shall be understood that when the City exercises its rights hereinbefore described, the breach of Contract by the Contractor does not itself constitute termination unless stipulated by the City. The Contractor shall, as directed by the Engineer, continue other works of the Contract.
- D. All expenses charged under this Article will be deducted and paid by the City out of any moneys then due or to become due the Contractor under the Contract, or any part thereof, and in such accounting, the City will not be held to obtain the lowest figures for the Work of completing the Contract or any part thereof, or for insuring its proper completion, but all sums actually paid therefore shall be charged to the Contractor. In case the expenses so charges are less than the sum which would have been payable under the Contract if the same had been completed by the Contractor, the Contractor will be entitled to receive the difference; and in case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the City upon completion of the Work without further demand being made therefore.

6.11 TERMINATION FOR CONVENIENCE

- A. If the City determines that it is in the public interest to do so, the City may notify the Contractor to discontinue all work, or any part thereof. Such notice shall be given to the Contractor in writing and thereupon the Contractor shall discontinue such work, or such part thereof, as the City may designate.
- B. If the City notifies the Contractor to discontinue all work, or any part thereof, the City shall pay and the Contractor shall accept, as full payment for all work done and materials provided, the following sums:
 - 1. For all completed items of work for which there are unit prices provided in the Contract.
 - a. The original contract unit prices.
 - 2. For all work on partially completed items.
 - a. A sum agreed to by the Contractor and the Engineer; or
 - b. The sum of items i through vi.
 - i. The actual cost for direct labor, materials (less salvage value, if any) and use of equipment plus 10 percent of this total for overhead; and

The actual cost for Worker's Compensation and Employer's Liability Insurance, Health, Welfare and Pension Benefits, Social Security Deduction, and Employment Security Benefits; and
 - iii. Six percent of the total of i and ii for profit; and
 - iv. The estimated proportionate cost of surety bonds; and
 - v. The actual cost to the Contractor for work performed by a subcontractor plus 10 percent of such cost.
 - vi. No allowance will be made for general superintendence and the use of small tools and manual equipment.

3. For costs of settlement as:
 - a. Reasonable and necessary accounting, legal, clerical and other costs of work discontinuance; and reasonable and necessary storage, transportation and other costs incurred for the preservation, protection or disposition of the discontinued work.
 - b. When requested by the City, the Contractor shall furnish itemized statements of the cost of the work performed and shall give the City access to all accounts, bills and vouchers relating thereto and unless the Contractor, when requested, shall furnish such itemized statements and access to all accounts, bills and vouchers, he shall not be entitled to payment for the work for which such information is sought by the City.
 - c. The Contractor shall not be paid and the Contractor shall not have any claims for loss of anticipated profits, for loss of expected reimbursement or for any increased expenses resulting directly or indirectly from the discontinuance of any or all work or from unbalanced allocations, among the Contract items, of overhead expense on the part of the Bidder and subsequent loss of expected reimbursement therefore or for any other cause.
 - d. The Contractor shall incorporate the provisions of this Article and provisions in its Contracts with each of its subcontractors.

6.12 CLAIM FOR INEFFICIENCIES

- A. Contractor shall have no claim for inefficiencies of any kind due to items including, but not limited to, the work, operations or schedule of this Contract or adjacent contracts, except as hereinafter provided.
 1. The cost of the work as related to inefficiencies shall be included with all other costs as associated with the Extra Work as authorized by the Extra Work Order and included in the Change Order.
 2. Additional claims for inefficiencies shall be brought by the Contractor within 30 days of the start of the work as authorized by the Extra Work Order.
 - a. Inefficiency claims brought by the Contractor after the 30 day period will be rejected by the City and the Engineer.

END OF ARTICLE 6

7.0 ARTICLE 7 - MEASUREMENT AND PAYMENT

7.1 MEASUREMENT OF QUANTITIES

- A. Quantities of various items of work shall be determined, for purposes of payment, by the Engineer and by the Contractor. Measurements will be made according to United States standard units of measurement.
- B. Method of measurement and computations to be used in determination of quantities of material furnished and of work provided under the Contract will be those methods generally recognized as conforming to good engineering practice.
- C. The Contractor shall provide assistance to the Engineer, as requested by the Engineer, for the purpose of the measurement of quantities, at no additional cost to the City.

7.2 SCOPE OF PAYMENTS

- A. The City will pay and the Contractor shall receive and accept the compensation as provided in the Schedule of Bid Items, in full payment for furnishing all materials, labor, tools and equipment, and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the Work, or from the action of the elements (except as specified in Article 5.21), or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work (except as set forth in Article 2.9) until its final approval by the City, and for all risks of every description connected with the prosecution of the Work; also for all expenses incurred by or in consequence of the suspension or discontinuance of the said prosecution of the Work (except as provided in Article 6.7), and for any infringement of patent, trademark or copyright, and for completing the Work in an acceptable manner according to the Contract Documents.
- B. Payment of any current estimate or any retainage percentage shall in no way constitute an acknowledgement of the acceptance of the Work or in no way or degree prejudice or affect the obligation of the Contractor, at his own cost and expense, to repair, correct, renew or replace any defects and imperfections in the construction of, or in the strength of, or quality of materials used in or about the construction of the Work under Contract and its appurtenances, as well as damages due or attributable to such defects; which defects, imperfections or damages shall have been discovered on or before the expiration of the guaranty period specified in Article 2.8. The Engineer shall be the sole judge of such defects, imperfections, or damages and the Contractor shall be liable to the City for failure to correct the same as provided herein. Also, see Article 5.24.
- C. If the requirements of the Measurement and Payment Part or Article in the Contract Specifications relating to any price in the Schedule of Bid Items requires that said price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the Contract Specifications
- D. Except as specifically provided otherwise, no separate payment will be made for any work in fulfillment of the requirements specified in the Sections of Division 1, General Requirements, and all costs thereof shall be included in the various prices bid or the pay items shown in the Schedule of Bid Items.

7.3 COMPENSATION FOR ALTERED QUANTITIES

- A. When the accepted quantities of Work vary from the estimated quantities set forth in the Contract, and whether or not there have been any changes to the Contract Drawings, the Contractor shall accept as payment in full, so far as Contract items are concern, payment at the original Contract prices for the accepted quantities of work done. No allowance or other adjustment except as provided in Article 2.5 shall be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the Contract items of overhead expense on the part of the Contractor and subsequent loss of expected reimbursements therefore or from any other cause except the said payment for the actual quantity done at the original Contract unit price.

- B. Alteration of the Contract Drawings or of the character of work involving Supplemental Agreements or Extra Work Orders as provided in Article 2.2 and 2.3 will be paid for at the prices for such items set forth therein. If prices cannot be agreed upon, the Contractor shall proceed with the performance of the work on a force account basis in accordance with the Article 7.4.B.

7.4 RESERVED

7.5 OMITTED ITEMS

- A. Should any item or items of Contract Work be determined unnecessary for the proper completion of the Work, the City may, upon written notice to the Contractor, eliminate such item or items from the Contract and allowance will not be made for such items so eliminated in making final payment to the Contractor, except for such actual work as shall be done and materials purchased, including the cost of moving in and out the special equipment necessary for work on the eliminated item or items, prior to notification of the elimination of such item or items.

7.6 PARTIAL PAYMENTS

- A. Monthly, the Engineer will make an estimate in writing of the total amount of the work done to the date of such estimate and the value thereof, including advance payments on products/materials stored or on hand but not yet incorporated in the Work which may be made as provided in Article 7.7. The City will retain the following from these payments:

1. Five percent of the approved amount of the payment to secure satisfactory performance of the Contract Work.
2. An amount sufficient to cover claims it has against the Contractor.
3. An amount sufficient to cover all demands for direct payment filed by subcontractors under Section 39F of Chapter 30 of the General Laws of the Commonwealth.
4. Five percent of the value of all items to be planted in the ground.

The City will pay monthly to the Contractor while carrying on the Work the balance not retained as hereinbefore provided. No such estimates or payment shall be required to be made when, in the Engineer's judgment, the Work is not proceeding in accordance with the provisions of the Contract, or when in the Engineer's judgment the total value of the Work done since the last estimate amounts to less than \$500.00.

- B. The City may, at its option, after 50 percent of the Work has been completed and (1) if the Work is proceeding in accordance with the approved CPM Construction Plan submitted under the requirements specified in the Sections of Division 1, General Requirements, and (2) is being performed in accordance with the Contract Documents, not retain the 5 percent to secure satisfactory performance of the Contract Work as provided in Article 7.6.A on any subsequent payments. However, if the City does not retain these monies, it will reimpose this 5 percent retainage on all subsequent payments should the Contractor fail to maintain progress in accordance with the Contract and approved schedule or fail to execute the Work as required by the Contract Documents. Retainages withheld under Articles 7.6.A.2 and 7.6.A.3 will remain in effect throughout the Contract Work period as detailed therein. Retainage withheld under Article 7.6.A.4 for plantings will be retained until Final Acceptance (see Article 7.9).

- C. Partial payments will be made on lump sum contracts and on lump sum items of a contract if the Contractor requests partial payment of such an item, in accordance with a schedule of the quantities and unit prices for the major components of a lump sum contract or of the lump sum items of a contract to be submitted by the Contractor and approved by the Engineer prior to making partial payments for such contract or for such items.

1. For lump sum contracts, this schedule of major components shall approximate the activities shown on the CPM Construction Plan required under the Sections of Division 1, General Requirements.

2. Each component part shall be considered as including all its concomitance so that the total cost listed for the components is the contract cost for the item.
 3. Approval of the schedule by the Engineer shall not be considered as a guarantee to the Contractor that the quantities shown on the schedule are the approximate quantities actually included in the lump sum item.
 4. The schedule is only for the purpose of estimating partial payments and it shall not affect the Contract terms in any way.
- D. The Contractor shall certify in writing by means of a Certification of Work that the work for which payment is included in the estimate in question has in fact been done. The Certification of Work form shall be developed by the Contractor and approved by the Engineer. The Certification of Work form shall be completed and signed by an authorized representative of the Contractor and it shall be submitted to the City with each payment request.
- E. Whenever the Work is substantially complete, the City may, if it considers the amount retained to be in excess of the amount adequate for its protection, at its discretion, release to the Contractor all or a portion of such excess amount and may cause the Contractor to be paid such portion of the retainage as it deems prudent.
- F. When the first partial payment estimate is prepared, the Contractor shall submit to the Engineer a cash drawdown forecast indicating the estimated amount of each partial payment by month, projected through completion of the project. The Contractor shall, with each succeeding partial payment estimate, submit updated cash drawdown forecasts to the Engineer. The forecast is for the purpose of estimating cash requirements.
- G. The Contractor shall develop a Statement of Payment to Subcontractor Form and the Engineer shall approve the form. The Statement of Payment to Subcontractor Form shall be completed and signed by an authorized representative of the Contractor and it shall be submitted to the City with each payment request.

7.7 RESERVED

7.8 SEMI-FINAL ESTIMATE

- A. A semi-final estimate may be made, at the discretion of the City, under the following conditions:
1. If, after final inspection has been made, there are any payments or Extra Work items that are still in dispute between the Contractor and the City, either as to the quantity or value of work provided thereunder, such items or claims may be excluded from the final estimate, and payment for such disputed items may be deferred until such time as agreement has been reached between the Contractor and the City or until such claim has been adjudicated. In such case, a semi-final estimate shall be prepared within a period of 65 days after substantial completion of the Contract Work covering the value of Work provided and retained percentage on items of the Contract that are not in dispute and with disputed items or claims excluded but subject to deduction and retention of a sum sufficient to satisfy any and all outstanding claims or liens that have been duly filed by subcontractors and material men against the Contractor, or to cover amount of such claims or liens that may have been paid by the City directly to others for the Contractor's account (see Article 5.17), and subject to deduction and retention from such payment any other amounts to be deducted and retained in accordance with the terms of the Contract. The existence of a dispute between the Contractor and the City as to any payment item or items shall not be considered a valid reason for delaying preparation of a semi-final estimate as provided herein.
 2. In the event the Contract has been substantially completed and the Contract has been opened for operation or occupancy as directed in writing by the City, but final acceptance of the Work is subject to delay because of minor uncompleted items which do not impair the usefulness of the Contract, a semi-final estimate shall also be prepared within a like period of 65 days after the Contract has been substantially completed and opened for operation or occupancy. Such semi-final estimate shall include an estimate of the value of all Work provided in accordance with the terms of the Contract, including the amount of retained percentage withheld by the City from previous periodic payments, but excluding (a) the same deductions and retainage sufficient to cover

subcontractors' and materialmen's claims and other amounts to be deducted and retained in accordance with the terms of the Contract as provided by the first paragraph of this Article; (b) an amount equal to the estimated value of the work remaining to be performed; and (c) any items or claims for Extra Work, or parts thereof, that may be in dispute; and payment for such excluded items or portions thereof, may be deferred until such remaining work has been satisfactorily completed, or in the case of disputed items or claims until such time as agreement has been reached thereon or such claims have been adjudicated.

7.9 FINAL ACCEPTANCE AND FINAL PAYMENT

- A. When all of the physical work covered by the Contract has been substantially completed (see Article 3.11), the City will inform the Contractor in writing of the date of such final acceptance. Upon said date the Contractor's responsibility shall cease except as provided in his Bond(s) and as provided in Articles 2.8 and 5.24.
- B. The Engineer shall, as soon as practicable after the satisfactory completion of the Contract, make a final estimate of the amount of Work done thereunder and the value of such Work. Within 65 days from and after the date the Work has been accepted by the Engineer, the City will forward to the Contractor a copy of the final estimate or semi-final estimate, as stipulated in Section 39G of Chapter 30 of the General Laws of the Commonwealth, which will include an agreement form for the Contractor's acceptance. After such acceptance has been filed with the Engineer, payments of the entire sum will be made, so found to be due thereunder after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments will be subject to correction in the final estimate and payment. If within 6 months from the date the final estimate is forwarded to the Contractor, the Contractor has not filed a valid, as determined by the Engineer, written reason(s) for not accepting the final estimate, the final estimate will be considered acceptable to the Contractor and payment of final estimate made.
- C. Acceptance by the Contractor of the final payment shall operate as and will be a release to the City and every member, agent and employee thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the Work, or for any act or neglect of the City or of any person relating to or affecting the Work, except the claim against the City for the remainder if any there be, of the amounts kept or retained to satisfy liens or claims pending against the Contractor.

**END OF ARTICLE 7
END OF GENERAL CONDITIONS**

**CITY OF NEW BEDFORD
MASSACHUSETTS**

NON-COLLUSION AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certified under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of individual submitting bid

Name of business/organization

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes reporting of employees and contractor, and withholding and remitting child support.

Signature of person submitting bid

Name of business



**CITY OF NEW BEDFORD
MASSACHUSETTS**

**VOTE OF CORPORATION AUTHORIZING
EXECUTION OF CORPORATE AGREEMENTS**

At a meeting of the Board of Directors of _____ duly called and held on _____, 20____ at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That _____, the _____ of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the corporation contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper. A true copy

ATTEST:

Name (printed)

Signature (Affix Corporate Seal)

Title

Date



OSHA CERTIFICATION REQUIREMENT

Effective **July 1, 2006**, all employees of a contractor to be employed on **public building and public works** worksites must have successfully completed at least a 10 hour course in construction safety and health approved by OSHA at the time the employee begins work.

I, _____, as _____, of the
(Print Name) (Position with the entity submitting bid)

joint venture/corporation/partnership or other legal entity submitting this bid for a public works project falling under §39M of Chapter 30 of the Massachusetts General Laws and Chapter 149 of the same, do hereby certify that any and all employees found on my worksite for this project have, or will have by the start of their work on the project, successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that was at least 10 hours in duration.

A copy of the OSHA completion cards for each employee must be submitted to the City of New Bedford before work on this project is to begin and must be supplemented as new employees are hired or contracted to work on this project.

_____, as
Signature

_____, of
Position

_____, on
Company/Corporation/Joint Venture/Partnership/Etc.

Date



CONTRACTOR CERTIFICATION

As evidenced by the signature of the Contractor's Authorized signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of any City contract; that pursuant to federal and state requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Contractor Authorized Signature

Printed Name

Date

Title: _____ Telephone: _____

Fax: _____ Email: _____

INSURANCE REQUIREMENTS

Insurance and Indemnification

This agreement becomes part of the contract for which the contractor is performing services to City of New Bedford.

A. Contractor shall maintain workers compensation, general liability, automobile, professional liability and umbrella insurance for the minimum amount required by the contract that this contractor applies to or as outlined below, whichever limits and coverages are higher. Insurance coverages and certificates shall be provided and include the City of New Bedford as an additional insured, on a primary and non-contributory basis, on all liability policies.

B. Minimum required insurance limits (coverage on an occurrence basis):

Commercial General Liability

- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 General Aggregate
- \$1,000,000 Any One Occurrence (coverage A)
- \$1,000,000 Any One Person or Organization (Coverage B)

Automobile Liability (Comprehensive Coverage)

- \$1,000,000 Each Accident

Commercial Excess Liability (“Umbrella”)

- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 General Aggregate
- \$1,000,000 Any One Occurrence (coverage A)
- \$1,000,000 Any One Person or Organization (Coverage B)

Employers Liability (Coverage “B” on the Workers Compensation Policy)

- \$ 500,000 Each Accident
- \$ 500,000 Each Employee for Injury by Disease
- \$ 500,000 Aggregate for Injury by Disease

Professional Liability

- \$2,000,000 General Aggregate
- \$1,000,000 Any One Occurrence

C. Any contractor who does not carry worker’s compensation insurance coverage to protect himself personally from work-related injuries hereby fully releases, holds harmless, and indemnifies the City of New Bedford from any injuries that may occur to the contractor himself during the course of this contract. In no way does this provision affect the absolute duty of every contractor to provide workers’ compensation insurance coverage to each and every one of his employees and himself according to the provisions of this Agreement and all applicable state and federal laws.

- D. To the fullest extent permitted by law, the contractor hereby acknowledges and agrees that it shall indemnify, hold harmless and defend the City of New Bedford, the Owner, and any of the officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of the Contractor's Work under this contract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than to the Work itself) including loss of use resulting there from, and (2) is caused in whole or in part by any acts or omissions of the contractor, its employees, agents or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.
- E. All Insurance Certificates must contain a clause indicating that certificate holders be given a minimum of 30 days written notice prior to the cancellation of contractors insurance. Contractor must furnish the certificate referred to above as an express condition precedent to the Contractor's duty to make any progress payments to contractor pursuant to this Agreement.
- F. The contractor hereby acknowledges its obligation under the forgoing paragraph to indemnify the City of New Bedford against judgments suffered because of the contractor's work and to assume the cost of defending the City of New Bedford against claims as described in the forgoing paragraph.

Company: _____

Printed Name: _____

Authorized Signature; _____

**City of
New Bedford**

**INSTRUCTIONS TO BIDDERS
For
AFFIRMATIVE ACTION ISSUES**

for Public Works and Construction Projects

Office of Equal Opportunity & Contract Compliance
133 William Street, Room 208
New Bedford, Massachusetts 02740
Ph: 508-979-1446 / Fax: 508-991-6148

Table of Contents

<u>Section</u>	<u>Title</u>	Page(s)
AA.01	EEO/AA Policy Statement	3-4
AA.02	Statement of Policy	5
AA.03	Responsible Employer Ordinance	6-7
AA.04	Definitions	8-9
AA.05	City of NB Ordinances – Synopsis	10
AA.06	Contractor’s Agreements under 11246	10-11
AA.07	Dept. of Labor, C.F.R. Parts 60-1, 60-6 Government Contractors, Affirmative Action Requirements - Segregated Facilities -A.A. Compliance Program	11-12
AA.08	Section 503 of the Rehabilitation Act of 1973	12
AA.09	MBE/WBE Policy	12
AA.10	Workforce Utilization	13
AA.11	Contractor’s EEO/Records Monitor	13
AA.12	Bidder’s Eligibility	13
AA.13	Bid Submission Requirements	13-14
AA.14	Bid Approval or Disapproval (by EEO)	14
AA.15	Steps to Ensure a Responsive Bid	15
AA.16	Bid Award or Rejection	15
AA.17	Awarded Contractors Obligations - Minimum Minority/Female Work Hours - Apprentices/Trainees - Reports Required During Life of Project	15-16
AA.18	Recruitment/Referral Responsibilities	16-17
AA.19	Subcontracts	17
AA.20	Wage Rates	17-18
AA.21	Access to Compliance Info. & Reports	18
AA.22	Noncompliance - Investigation - Reports	19
AA.23	Sanctions	19
AA.24	Appeal of Sanctions	19
AA.25	Severability	19
Appendix A	Bid Submission Documents	20

AA.01: EEO/AA Policy Statement



City of New Bedford
133 William Street
New Bedford, MA 02740

EEO/AA POLICY STATEMENT

City of New Bedford has a statutory mandate under law to guarantee equal treatment for all who seek access to its services or opportunities for employment and advancement. No discrimination will be tolerated on the basis of race, creed, political affiliation, color, sex, national origin, age, or handicap. The ultimate goal is for personnel of this organization to reflect the proportions of minority, female, and handicapped persons in the populations they serve.

City of New Bedford will meet its legal, moral, social, and economic responsibilities for Equal Employment Opportunity/Affirmative Action as authorized and required by all pertinent state and federal legislation, executive orders and rules and regulations, including the following:

1. Title II of the Civil Rights Act of 1964 (42 USC s2000e et seq.), which prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin; and
2. The Age Discrimination in Employment Act of 1967 (29 USC s621 et seq.), which prohibits discrimination in employment on the basis of age with regard to those individuals who are at least 40 years of age, but less than 65 years of age; and
3. Section 504 of the Rehabilitation Act of 1973 (29 USC s794), and the regulations promulgated pursuant thereto (45 CFR Part 84), which prohibit discrimination against qualified handicapped individuals on the basis of handicap and requires employers to make reasonable accommodations to known physical or mental limitations of otherwise qualified handicapped applications and employees; and
4. M.G.L. c. 151B s4 (1), as amended by Chapter 533, 1983, which prohibits discrimination in employment on the basis of race, color, sex, religious creed, national origin, ancestry, age or handicap,

In addition, the Provider agrees to be familiar with and abide by:

- * Massachusetts Executive Order 524
- * Massachusetts Executive Order 526
- * Equal Pay Act of 1963
- * Massachusetts Architectural Barriers Board Act
- * Federal Executive Orders 11246 and 11375 as amended.
- *

All employees, unions, sub contractors and vendors must make genuine and consistent efforts:

1. To ensure equal employment opportunities for present and future employees, and
2. To implement affirmative action, as legally required, to remedy the effects of past employment discrimination and social inequalities.

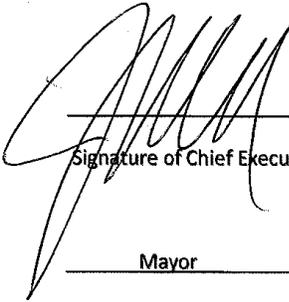
The responsibility for implementing and monitoring this policy has been delegated to:

EEO Contract Compliance Officer

Name and Title of Employee

Furthermore, City of New Bedford

prohibits that any employee, or applicant, be subjected to coercion, intimidation, interference or discrimination for filing a complaint or assisting in an investigation under this program. No portion of this Equal Employment Opportunity/Affirmative Action Policy shall be construed as conflicting with any existing or future judicial or legislative mandate where a constricton consistent with that mandate is reasonable.



Signature of Chief Executive

Mayor

Title of Chief Executive

2/10/12

Date

AA.02: Statement of Policy

AA.02: Statement of Policy

MINORITY/WOMAN BUSINESS ENTERPRISE PROGRAM

It is the policy of the government of the United State of America, the Commonwealth of Massachusetts and the City of New Bedford, that no person shall be discriminated against in any manner whatsoever, on the grounds of race, color, age, national origin, disability, religion, or sex.

Under this policy, the minority and woman business enterprises shall have the maximum practicable opportunity to participate in federally assisted projects, and shall not be excluded from such participation, nor denied the benefits of or be subjected to discrimination under any program or activity receiving federal assistance.

The City of New Bedford unequivocally ascribes to said policies as the recipient of Federal and state financial assistance, in connection with its activities, and may receive further Federal and State financial assistance in the future.

The City of New Bedford strongly affirms that it will not discriminate in any contractual procedure against any person because of race, color, age, national origin, disability, religion, or sex, or any other condition that is a bona fide qualification. This policy shall be administered at all levels with a positive, aggressive and supportive attitude by all department heads.

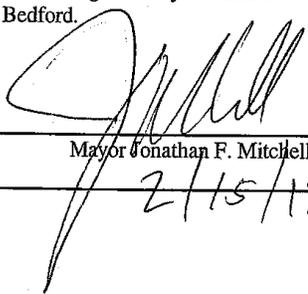
It is the responsibility of all department heads and employees to take affirmative steps to implement this policy to ensure equality of opportunity in conducting the affairs of the City of New Bedford, including notifying those persons and businesses doing business with the City of New Bedford, that contracts for goods and services and construction, shall be made without, reference to race, color, age, national origin, disability, religion or sex.

This Minority/Woman Business Enterprise Program sets forth the administrative standards for the further implementation of the City of New Bedford's policy for the utilization of minority and female contractor, subcontractors, and suppliers.

Each department shall ensure that all solicitation in advertisements includes a statement of the City's affirmation action policy, in an approved format.

The city's Equal Opportunity Officer shall be responsible for ensuring that all aspects of the MBE/WBE program are initiated and undertaken. By virtue of the delegation of this responsibility and authority to direct the program, the Contract Compliance Officer will report directly to the Mayor on equal opportunity matters. The Equal Opportunity Officer shall be responsible for the development, administration, and monitoring of all activities necessary to ensure the accomplishment and success of this program.

NOW, THEREFORE IT IS HEREBY RESOLVED that the following Minority/Woman Business Enterprise Program is instituted for and in behalf of the City of New Bedford.



Mayor Jonathan F. Mitchell

Date

2/15/12

AA.03: Responsible Employer Ordinance

NOTICE REGARDING RESPONSIBLE EMPLOYER ORDINANCE (REO)
CITY OF NEW BEDFORD

DATE: **July 1, 2014**

TO: **ALL POTENTIAL BIDDERS**

FROM: **OFFICE OF PROCUREMENT**

Pursuant to the Federal Court decisions in UCANE, et al. v. City of Worcester, U.S. District Court (D. Mass 2002) Civ. Action 02-11877-NG, Fernandes Masonry, Inc. v. City of Taunton, U.S. District Court (D. Mass 2010) Civ. Action 1:2010-cv-10753-JRT, UCANE, et al. v. City of Fall River, U.S. District Court (D. Mass 2011) Civ. Action 10-10994-RWZ and the current 1st Circuit appeal stemming from the decision in Merit Construction Alliance, et al. v. City of Quincy, U. S. District Court (D. Mass 2013) Civ. Action 12-10458-RWZ, under the advisement of the City's Law Department, per Order of the City Solicitor, effective immediately, the City of New Bedford's Office of Procurement will not enforce the following sections of the City's "Responsible Employer Ordinance."

The City is temporarily suspending the enforcement of these sections because of the above referenced legal precedent. However, the City believes that the ultimate goals reflected in the REO are important and the City encourages voluntary compliance with the spirit of these provisions. Moreover, the City will monitor all contractors who are awarded contracts to determine whether they are making a good faith effort to abide by the spirit of these provisions. Moving forward, the City is particularly interested in ensuring that the hiring and training of the local workforce is a top priority on all City projects. The City is willing to work closely with all successful bidders by assisting them in identifying viable well-trained workers who are residents of the City of New Bedford.

The sections listed below will not be enforced at this time. All other sections of the City Ordinance will be strictly enforced.

Section 10-76:

In order to assist to the unemployment rate, to assist the problem of businesses leaving the region, to decrease the number of businesses filing bankruptcy, to combat the recession in the region, to assist the problem caused by the reduction of local aid from the commonwealth and to assist in preventing the depletion of the tax base, all general and subcontractors constructing or rehabilitating public works projects which have a projected cost of more than one hundred thousand dollars (\$100,000.00) and are funded in full or in part with federal, state, or city funds, shall have the worker hours on a craft by craft basis performed by residents of the City of New Bedford, who shall comprise at least fifty (50) percent of the total employee man-hours in each trade, excluding the employer's foreman or supervisor and two (2) other key employees.

Section 10-76 (4):

Any person who provides false information regarding his or her residence shall be penalized three hundred dollars (\$300.00): Any contractor or subcontractor who violates the provisions of this section shall be penalized three hundred dollars (\$300.00) per day for each and every day the ordinance is in violation. Said penalty shall be levied and withheld from payments due the contractor or subcontractor.

Section 10-77 (a)(3):

The bidder and all subcontractors under the bidder must maintain or participate in a bona fide apprentice training program, as defined by M.G.L.A. c. 23, §§ 11H and 11I, for each apprenticeable trade or occupation represented in their workforce that is approved by the division of apprentice training of the department of labor and industries and must abide by the apprentice to journeyman ratio for each trade prescribed therein in the performance of the contract.

Section 10-77 (a)(4)

The bidder and all subcontractors under the bidder must furnish, at their expense, hospitalization and medical benefits for all their employees employed on the project and/or coverage at least comparable in value to the hospitalization and medical benefits provided by the health and welfare plans in the applicable craft recognized by M.G.L.A c. 149 § 26, in establishing minimum wage rates.

AA.04: Definitions

relevant to the requirements set forth in this bidding document

Construction Bidding Statutes*

Public Works Projects

Governed under Massachusetts General Laws, ch. 30, sec. 39M. Includes all municipal contracts for construction, reconstruction, alteration, remodeling, and/or repair/s estimated to cost more than \$10,000 which does not include work on a building. Includes the construction and repair of roads, bridges, water mains, sewers, and the like, as well as improvement to public land (i.e.: operation of a municipal landfill, removal of waste materials, grading, erosion control, and other forms of improvement and maintenance).

Also governs contracts of \$50,000 - \$150,000 for construction, reconstruction, installation, demolition, maintenance, or repair work on a building.

Building Projects

Governed under Massachusetts General Laws, Ch. 149, sec. 44.

Includes all contracts for the construction, reconstruction, installation, demolition, maintenance, or repair of a building at an estimated cost of more than \$25,000.

Lowest Eligible & Responsible Bidder*

Massachusetts G.L. c. 30, sec. 39M; c. 149, sec. 44A state that the contract be awarded to the lowest eligible and responsible bidder.

Eligible means the bidder meets all the requirement set forth in the bidding documents.

Responsible means the bidder possesses the skill, ability, and integrity to complete the job.

Reasonable Accommodations

Any change in work environment or the way job duties are customarily performed that enables individuals with disabilities to perform the essential functions of the job in issue, or that ensures equal opportunity for individuals with disabilities with respect to the application process or the enjoyment of benefits and privileges of employment.

Administering Agency

The agency that administers the state, state-assisted, or federally assisted contract awarded by the contracting agency

Contracting Agency

The agency that directly awards the contract

Contractor

Any general contractor and all subcontractors

* This information is taken directly from *Designing and Constructing Municipal Facilities: Legal Requirements; Recommended Practices; Sources of Assistance* Published by, William Francis Galvin, Secretary of the Commonwealth, Office of the Inspector General, Oct. 1989.

AA.04: continued

Minority / Women Business Enterprise

As defined by the Massachusetts Supplier Diversity Office (formerly known as SOMWBA). In summary, an MBE/WBE is a business at least fifty-one percent (51%) owned or controlled by minority/women group members, or an individual contractor or professional who is a minority/women group member (as defined by SDO).

Minority refers to:

Native American

A person having origin in any of the original people of North America, who is recognized as American Indian by a tribe or tribal organization or is recognized as such within his/her community

Asian

A person having origin in any of the original people of the Far East, Southeast Asia, Indian Subcontinent, Korea, Philippines, and Samoa

Black

A person having origin in any of the black racial groups of Africa

Cape Verdean

A person having origin in any of the original people of the Cape Verde Islands

Eskimo / Aleut

A person having origin in any of the original people of Northern Canada, Greenland, Alaska, and East Siberia

Hispanic

A person of Spanish descent and culture having origin in Mexico, the Island of the Caribbean, Central America or South America

AA.05: City of New Bedford Ordinances - Synopsis

(1) Residency Requirements for Certain City-Supported Construction Projects, Chap. 10, Article II.

(a) Shall apply to all general and subcontractors of public works projects which have a projected cost of more than \$100,000.00

(b) Fifty (50) percent of the total employee man-hours in each trade shall be performed by residents of the City of New Bedford (excluding the employer's foreman *or* supervisor and two other key employees.) *

* *Contact the N.B. EEO Dept. for further assistance in this matter.*

(c) resident is defined as someone having his/her true, fixed, and permanent home and principal establishment in the City of New Bedford, for a *minimum of six (6) months prior* to the contract bid opening date.

(2) Contractor Qualifications and Sanctions, a.k.a. "The Responsible Employer Plan", Chap. 10-77.

(a) Shall apply to all bidders and subcontractors for projects subject to MGL c. 149

(b) Not applicable to construction projects where the low general bid was less than \$100,000; to subcontracts bid for less than \$25,000; or to re-bids for which the City receives fewer than three (3) qualified bidders in the original bid

(c) Will pay appropriate lawful prevailing wage rates to employees

(d) Will furnish hospitalization and medical benefits and maintain appropriate accident insurance coverage

(e) Will classify all employees as employees rather than independent contractors, and treat accordingly regarding workers compensation, unemployment taxes, social security taxes and income tax withholding.

AA.06: Contractors Agreements under Executive Order 11246, as Amended by Executive Order 11375

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment of compensation; and selection of training. 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, color, religion, sex 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 labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, 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. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated, or suspended 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. 11246 of Sept. 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: 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, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

AA.07: Dept. of Labor, 41 Code of Federal Regulations Parts 60-1, 60-6 - Government Contractors, Affirmative Action Requirements, Executive Order 11246

(1) Segregated Facilities. The contractor hereby certifies that it does not and will not maintain or provide any facilities for its employees in a segregated manner, or permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Further, the contractor shall obtain a similar certification of nonsegregated facilities prior to the award of any contract or subcontract, which is subject to Executive Order 11246, and shall provide a copy thereof to the Association.

This clause prohibits segregation on the basis of race, color, religion, national origin, or sex, and applies to all contracts regardless of the amount thereof. The term facilities includes, but is not limited to, waiting rooms, work areas, restaurants and other eating areas, time clock, parking lots, drinking fountains, recreation or entertainment areas, transportation, employer-provided housing, washrooms, locker rooms or other storage or dressing areas.

(2) Affirmative Action Compliance Program. The contractor certifies that it has developed a written affirmative action compliance program for each of its establishments consistent with the rules and regulations published by the Department of Labor in 41 CFR Chapter 60, and agrees to require a similar certification from each of its nonexempt subcontractors. Such an affirmative action program shall contain a set of specific and result-oriented procedures, the objective of which shall be the achievement of equal employment opportunity. An acceptable affirmative action program will include an analysis of areas within which the contractor is deficient in the utilization of minority groups and women and further, goals and timetables to which the contractor's good faith efforts will be directed to correct any deficiencies and, thus, to achieve prompt and full utilization of minorities and women, at all levels and in all segments of his work force where deficiencies exist.

The contractor's affirmative action plan shall be summarized and updated annually, and the program summary shall be submitted to the Office of Federal Contract Compliance Programs (OFCCP) on the anniversary date of the contractor's affirmative action program.

(3) Contractor's Compliance with Exec. Order and 41 CFR Par 60-4. The contractor's compliance with E.O. 11246 and 41 C.F.R. Part 60-4, shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 C.F.R. 60-4.3, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed.

AA.08: Section 503 of the Rehabilitation Act of 1973

(Dept. of Labor, 41 Code of Federal Regulations, Parts 60-250 and 60-741, Affirmative Action & Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities, Disabled Veterans, and Veterans of Vietnam Era)

Parties holding a Government contract or subcontract in excess of \$10,000 will take affirmative action to employ and advance in employment-qualified individuals with disabilities. Contractors are required to use effective practices to recruit qualified individuals with disabilities.

Applicants with disabilities will be provided a reasonable accommodation if they are qualified with respect to the application process (e.g.: if they present themselves at the correct location and time to fill out an application).

AA.09: MBE / WBE Policy (for the life of the project)

(1) **Eleven (11) percent** of the work on this project shall be performed by **Minority Business Enterprises (MBEs)** and **five (5) percent** of the work shall be performed by **Women Business Enterprises (WBEs)** for a total of 16% overall. **Four (4.33%) percent of all Airport projects shall be performed by Disadvantaged Business Enterprises (DBE).** Proven documentation of non-availability and the filing of a MBE/WBE/DBE Request for Waiver shall be required to be submitted by the general contractor in circumstances where the EEO goals are not met.

(2) If it is determined that one or more of the MBE/WBE or DBE contractors, as submitted by the Contractor on the EEO forms, is not SDO (Supplier Diversity Office) (formerly known as SOMWBA) certified or certified by the Local Government Unit, in accordance with the provision of Executive Order 237, **the bidder shall have five (5) working days following notification to either find a certified MBE/WBE/DBE contractor to perform work equal to or greater than that of the uncertified contractor, or to submit a waiver request.**

(3) The contractor shall not enter into any subcontract with any person or firm debarred from government contracts, pursuant to Executive Order 11246.

AA.10: Workforce Utilization (for the life of the project)

(1) Minimum percentages for **employment (workforce utilization)** on the project are at **18% minority** and **6.9% female** participation. The employment percentages shall apply to the contractor and to **all** subcontractors, regardless of tier, for all on-site work.

(2) A single goal for minorities and a separate goal for women have been established. The Contractor, however, is to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Exec. Order if a specific minority group of women is under-utilized.)

(3) The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

AA.11: Contractor's EEO / Records Monitor

The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof, as may be required by the Government, and to keep records which shall at least include, for each employee, the name, address, telephone numbers, social security number, race, sex, status, (e.g.: mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

AA.12: Bidder's Eligibility

The lowest responsible and eligible bidder shall mean the General Bidder whose bid is the lowest of those bidders demonstrating possession of the skill, ability and integrity necessary for the faithful performance of the work, and

(a) Who shall certify that he/she is able to furnish labor that can work in harmony with other labor employed on the work;

(b) Who shall certify that he/she will demonstrate good faith efforts to obtain minority workforce goal (18%) the woman workforce goal (6.9%) and, for projects \$100,000+, NB residency goal of 50%; the insurance that all subcontractors and/or sub-subcontractors are also in compliance with workforce utilization goals; including compliance with the minority business goal (11%) and woman business goal (5%), for a total of 16% (or 4.33% for Airport projects) of the total dollar amount of the contract, and will certify that it will meet all applicable City Ordinances in accordance with this contract provision.

AA.13: Bid Submission Requirements

(1) Bid forms that will be completed, signed, and submitted with the bid at the time of the bid opening, are as follows:

(a) Certificate of Understanding; Certification of Compliance w/ Exec. Order 11246

(b) Schedule of Participation for MBE/WBE or DBE as required

(c) Letter of Intent (for each MBE/WBE/DBE participation)

(d) MBE/WBE/DBE Contractor Identification Statement (for each MBE/WBE/DBE)

(e) Bidder's Certification (to be completed by both the General Contractor *and* each MBE/WBE/DBE)

(f) If applicable, a completed and signed MBE/WBE/DBE Unavailability Certification in the event that the work listed on the Schedule is not sufficient to fulfill the requirement for MBE/WBE/DBE Participation. This certification will include a statement by the bidder of the reasons why it believes it is in compliance with this provision, and a list of the names, addresses, telephone numbers and reason given for unavailability of the Minority/Women Contractor contacted by the bidder with respect to the performance of work under the contract.

(g) If applicable, a completed and signed Minority/Women/Disadvantaged Business Enterprises Request for Waiver.

(2) The successful bidder will also be required to submit, prior to award, its estimates of labor (permanent and trainee) and material required to carry out its work under the contract, for review by the City, so as to establish maximum feasible goals for the utilization of City residents and business concerns. These goals, and the basis for monitoring and reporting progress toward meeting them, will be established by mutual agreement, with the assistance of the City's Contract Compliance Officer, and discussed in the Pre-Construction or Pre-Award Conference.

AA.14: Bid Approval or Disapproval

(1) At the time of the bid opening the bidder will have five (5) days, from the date of the bid opening, comply with the MBE/WBE/DBE requirements.

(2) Each bidder, as part of its bid submission, will agree to make good faith efforts with minority and woman owned businesses (and disadvantage business when applicable), as defined by the State Diversity Office (SDO) (formerly known as office of Minority and Women Business Assistance) SOMWBA) and the City of New Bedford's affirmative action policies. The amount of participation reserved for such enterprises shall not be less than 16% of the total bid amount, of which at least 11% of the total bid amount applies to minority businesses. The balance 5% is applied to women-owned businesses. Proven documentation of non-availability of either one of these entities provides that the available business may be awarded no less than 16% of the total contract dollar value.

(3) If the general bidder is either an MBE or WBE and is responsible for 100% of the project work, the 16% is fulfilled. If said MBE/WBE contractor is a joint venture, the MBE/WBE will be responsible for at least 51% of the project.

(4) The general contractor will submit, as part of its bid and as a condition of contract approval, signed Letters of Intent with all subcontractors and material suppliers listed on the participation schedule. Sub-bidders will submit the participation schedule with their bid and a participation schedule if they intend to sub-sub work.

AA.15: Steps to Ensure a Responsive Bid

The total price for work to be performed by Minority/Woman or Disadvantaged Contractors, as indicated in each bidder's bid submission, is required to be sufficient to fulfill the MBE/WBE/DBE requirements, unless the bidder shall demonstrate to the satisfaction of the Awarding Authority that:

- (1) It has made every possible effort to contact and negotiate with Minority/Women or Disadvantaged Contractors in an attempt to subcontract work, including every possible effort to select the portions of the work proposed to be subcontracted in order to meet the requirements;
- (2) It was unable, notwithstanding such efforts, to achieve the stated requirement because Minority/Woman or Disadvantaged Contractors were not qualified or were unavailable (any proven non-availability of MBE/WBE/DBE will make up the difference to still fulfill the 16% goals with the available MBE or WBE or 6.0% DBE. If neither category is available to fulfill the goal, it will have a SDO (Supplier Diversity Office) statement as to no business listed);
- (3) It included in its Schedule of Participation such proposed agreements as could be made with such efforts;
- (4) The general contractor is an MBE or WBE and said contractor is performing 16% of work or the general contractor is a DBE and is performing 6.0% of the work and therefore, will be deemed as fulfilling the affirmative action bidding requirements;

AA.16: Bid Award or Rejection

(1) The Awarding Authority will be responsible for awarding or rejecting any bid, with the approval/disapproval of the Office of Equal Opportunity & Contract Compliance in its decision. The Awarding Authority also reserves the right to reject any or all bids, or to accept any other than the lowest bidder, should it be deemed to be in the best interest of the City of New Bedford, Massachusetts, to do so.

(2) The Awarding Authority shall reject, as non-responsive, any bid, which it determines, fails to comply with the applicable requirements of this contract provision. Nothing, herein, shall relieve any bidder or any contractor performing any work under the contract, from any of the terms, conditions, or requirements of the contract.

AA.17: Awarded Contractor's Obligations

(1) The Contractor shall specifically ensure that the company's EEO policy and affirmative action obligations under this contract provision, is reviewed with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decision, including specific review of these terms with on-site supervisory personnel, prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(2) Minority/Woman Work Hours will be maintained for the life of this project (at a minimum ratio of 18% minority work hours and 6.9% woman work hours to total work hours in each job category, including, but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those classes of work identified in Section 44C of M.G.L. ch. 149). *(Please note the City of New Bedford's Residency Ordinance requiring 50% City of New Bedford residents on projects of \$100,000+)*

(3) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligation under these specifications, Exec. Order 11246, or the regulations promulgated pursuant thereto.

(4) In the employment of journeymen, apprentices, teamsters and laborers, the Contractor shall give preference first, to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work which the employment relates, and secondly, to citizens of the City of New Bedford, and if such cannot be obtained in sufficient numbers, the Commonwealth generally, then to citizens of the United States.

(5) Reports to Be Submitted to the Office of Equal Opportunity & Contract Compliance include:

(a) Licensing Statutes: Every contractor and subcontractor will submit, before starting work, a plan by which he/she will satisfy the requirements of licensing statutes, including the following, where applicable: MGL Ch. 149, Sec. 6 (painters); Ch. 146, Sec. 53 (hoisting engineers); Ch. 149, Sections 6B-6F (asbestos abatement workers, supervisors & contractors); Ch. 146, Sec. 3 & 3B (plumbers & gas fitters); Ch. 141, Sec. 1 (electricians); Ch. 14, Sec. 84 (pipefitters & sprinkler fitters); and Ch. 143, Sec. 94 (construction supervisor).

(b) Work Hour Reports: The contractor and each subcontractor shall prepare weekly reports in an approved form, of the hours worked in each trade by each employee, identified as minority or non-minority, and/or female, and/or resident. Copies of these shall be provided at the end of each such week to the City's Office of Equal Opportunity & Contract Compliance.

(c) Projected Manning Tables: The contractor shall prepare projected manning tables on a quarterly basis. These shall be broken down into projections, by week, of workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also when updated, to the City. A copy of the certified payroll will be submitted with these reports.

(d) Billing Reports: The contractor shall prepare and submit monthly billing reports of amounts paid to MBEs, WBEs and/or DBEs each monthly billing period, as well as the record of final payment accompanied by canceled checks.

(e) Payroll Reports: Every contractor and subcontractor shall submit weekly payroll reports to the City, indicating the following information for each employee and/or independent contractor employed on the project; name, address, hours worked, occupational classification, wages, and fringe benefit payments, if any. Said reports shall be signed by the employer or his authorized agent under the penalties of perjury (see MGL Ch. 149, Section 27B).

AA.18 Recruitment/Referral Responsibilities

(1) In the hiring of minority/woman journeymen, apprentices, teamsters, and laborers, the contractor shall rely on referrals from a multi-employer affirmative action program approved by the City, traditional referral method utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the City's Equal Opportunity Officer.

(2) Records of employment referral orders, prepared by the contractor, shall be made available to the awarding authority.

(3) The contractor will maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization, and of what action was taken with respect to each such individual.

(4) If such individual was sent to the union hiring hall for referral, and was not referred back to the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

(5) The contractor will document and maintain a record of all solicitations of offers for

subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractors associations and groups.

(6) 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, color, religion, sex or national origin, and maintain a record thereof.

AA.19: Subcontracts

(1) The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors (filed or non-filed) and submit to the Authority prior to the performance of any work under said subcontract, a certification by said subcontractor, regardless of tier, that it will comply with the minority and women work hours/employee ratio and specific affirmative action steps, and to submit this information to the Office of Equal Opportunity, prior to the subcontractor's performance on the project.

(2) In order to ensure that the said subcontractor's certification becomes a part of all subcontracts under the prime contract, no subcontract shall be executed until an authorized representative of the Authority administering this project has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

(3) Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the contract provisions listed in this Instructions to Bidders for Affirmative Action Issues, and the applicable goals for minority and female participation and which is set forth in the solicitation form which the contract resulted.

(4) Noncompliance of a subcontractor in compliance with these provisions, will result in the contractor taking such action, with respect to any subcontract or purchase order, as the administering agency may direct, as a means of enforcing such equal opportunity provisions; provided that, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor, as a result of such direction, the contractor may request the United States, the State of Massachusetts or the City of New Bedford, to enter into such litigation to protect the interests of the U.S., the State or the City.

AA.20: Wage Rates

(1) Attention is called to Labor Standards provisions regarding conditions of employment, including State and Federal Wage Rates, the Davis-Bacon Act, the Copeland Anti-Kickback Act, and the Contract Work Hours and Safety Standards Act. Where Federal and State wage rates differ, the higher rates shall be used as a minimum.

(2) The rate per hour of the wages to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the work shall be not less than the rate of wages in Minimum Wage Rates as determined by the Commissioner of Labor and Industries, as required by M.G.L. Chapter 149, Sections 26 & 27-27h. This schedule shall be in place for said employees during the life of this contract.

(3) Contractor shall keep posted on the site, a legible copy of said schedule. Keep on file wage rates and classifications of labor employed on this work, in order that they may be available for inspection by the Administrator, the Office of Equal Opportunity, or the Architect.

(4) Apprentices employed pursuant to this determination of wage rates will be registered and approved by the State Apprenticeship Council, wherever rates for journeymen or apprentices are not listed.

(5) Pay reserve police officers employed on this work the prevailing rate of wages paid to regular police officers, as required by M.G.L. Chap. 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employer's Liability Insurance by the Contractor.

(6) Noncompliance by the contractor or any subcontractor will result in the City's Contract Compliance Office and/or Legal Office, to consult with the Department of Labor and Industries, and will result in the contractor or

subcontractor receiving notification of such, and subsequently will respond to the City of New Bedford within five (5) business days.

AA.21: Access to Compliance Information & Reports

- (1) The contractor will provide all information and reports, required by the administering agency or the City of instructions issued by either of them, and will permit access to its facilities and any books, records, accounts, and other sources of information pertinent to the City's affirmative action contract requirements.
- (2) Where the information required is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the administering agency or the City, and shall set forth what efforts he/she has made to obtain the information.

AA.22: Noncompliance

(1) Investigation

Whenever the administering agency or the City believe the general contractor or any subcontract may not be operating in compliance with the terms of this provision, the City directly or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such contractor is operating in compliance with the terms of this contract provision. If noncompliance is found, then a preliminary report on noncompliance will be made, and the City or its agent will notify such contractor, in writing, of such steps as will, in the judgment of the city or its agent, bring such contractor into compliance.

(2) Report of Noncompliance

In the event that such contractor fails or refuses to fully perform such affirmative action steps, the City shall make a final report of non-compliance, and recommend to the administering agency, the imposition of one or more of the sanctions identified in these provisions. Within fourteen (14) days of the receipt of the recommendations of the City, the administering agency shall move to impose one or more of the following sanctions as it may deem appropriate to attain full and effective enforcement.

- (3) Any disagreement between the City and a contractor or subcontractor shall be submitted for a hearing pursuant to the provisions of Chapter 30A. The City shall impose one or more of the following sanctions, as it may deem appropriate, to attain full and effective enforcement.

AA.23: Sanctions

- (1) The recovery by the administering agency from the general contractor of 1/100 of 1% of the contract award price, or \$1,000.00, whichever sum is greater, in the nature of liquidated damages, or if a subcontractor is in non-compliance, the recovery by the administering agency from the general contractor, a back charge against the subcontractor, of 1/10 of 1% of the subcontract price or \$400.00, whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply.
- (2) The suspension of any payment or part thereof, due under the contract, until such as the general contractor or any subcontractor is able to demonstrate his/her compliance with the terms of the preceding sections of the contract.
- (3) The termination of employment of the contractor and taking possession of the site and finishing the work by whatever method he/she may deem expedient, upon giving the contractor and his/her surety, if any, seven days written notice.
- (4) The termination or cancellation of the contract, in whole or in part.
- (5) The denial to the general contractor and any subcontractor of the right to participate in any future contract

awarded by the administering agency for a period of up to three years.

- (6) Other sanctions to be applied, as stipulated in the City of New Bedford Ordinances (Residency and Responsible Employer Plan ordinances) and other local, state, and federal laws and regulations, as applicable.

AA.24: Appeal of Sanctions

If, at any time after imposition of one or more of the sanctions listed in these provisions, the contractor or subcontractor is able to demonstrate that it is in compliance with the EEO/AA program, the contractor or subcontractor may request the administering or contracting agency, in consultation with the City's Office of Equal Opportunity, to conditionally suspend the sanction, pending final determination by the investigating officer, whether the contractor is in compliance. Upon final determination by the investigating office, the administering or contracting agency, based on the investigating officer's recommendation, shall either lift the sanctions or impose them.

Sanctions shall not be imposed by the contracting agency or administering agency except after an adjudicatory proceeding, as defined by M.G.L. Chapter 30A, has been conducted. No investigation by the Office of Equal Opportunity shall be initiated without prior notice to the contractor or the subcontractor.

AA.25: Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

APPENDIX A
BID SUBMISSION DOCUMENTS



Bid Submission Checklist

THE GENERAL BIDDER SHALL SUBMIT ALL THE FOLLOWING FORMS AS A PART OF ITS BID SUBMISSION, AND SHALL SUBMIT A COPY OF SUCH TO:

The City of New Bedford
Office of Equal Opportunity
133 William Street Room 208
New Bedford, MA 02740
ph: 979-1446 / fax: 508-991-6148

- (1) Certificate of Understanding: Certification of Compliance with Executive Order 11246"
- (2) Schedule of Participation for Minority, Woman & Disadvantaged Business Enterprises
- (3) Letter of Intent - for each MBE/WBE/DBE Participation
- (4) MBE/WBE Contractor Identification Statement - for each MBE/WBE/DBE
- (5) Bidder's Certification - will be completed and signed by the General Contractor and **all** Subcontractors who will work on the project (to include MBE/WBE/DBE **and** non- MBE/WBE/DBEs)
- (6) If applicable, a completed and signed MBE/WBE/DBE Unavailability Certification in the event that the work listed on the Schedule is not sufficient to fulfill the Requirement for MBE/WBE/DBE Participation. This certification will include a statement by the bidder of the reasons why it believes it is in compliance with this Provision, and a list of the names, addresses, telephone numbers and reason given for unavailability of the Minority /Woman/ Disadvantaged Contractor who was contacted by the Bidder with respect to the performance of work under the contract.

NOTE: FAILURE TO FULLY COMPLETE AND/OR TO SUBMIT ANY OF THE ABOVE-REFERENCED DOCUMENTS AT THE TIME OF THE BID SUBMISSION MAY RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE

BIDDERS CERTIFICATE OF UNDERSTANDING

Equal Employment Opportunity Provisions

Contractor _____ Project _____
Address _____ Tel. # _____ Project # _____
Fax # _____

I, the undersigned, understand that:

- A. Minority Business Enterprises are to be awarded at least 11% of the total contract amount for construction/public works projects.
B. Woman Business Enterprises are to be awarded at least 5% of the total contract amount for construction/public works projects.
C. Disadvantaged Business Enterprises are to be awarded at least 4% of the total contract amount for airport projects.
D. All required MBE/WBE/DBE forms included in Instructions to Bidders are to be completed and submitted with the bid.
E. A pre-construction conference Shall be held (to be attended by the general contractor and all subcontractors, regardless of tier) at which time the following requirements shall be discussed:
1. Weekly Workforce Utilization Reports (Form CAD85) are to be submitted weekly with payroll reports within five (5) days of last payroll;
2. Quarterly Manpower Projection Tables (Form CAD85-1) are to be submitted with the Start of Construction notification;
3. Any project in the amount of \$100,000+ is subject to the New Bedford Resident Hiring and the Responsible Employer Plan ordinances;
4. A minimum goal of 18% minority manpower utilization, in terms of total work hours in the aggregate workforce, in each trade or craft, on each project, shall be maintained. The goal for female manpower utilization shall be maintained at 6.9% according to regulations;
5. Minority and female work hours are to be uniform in each trade, and minorities and females are to be employed evenly on each project;
6. Minority or female employees are not be transferred from project to project for the purpose of meeting goals;
7.A roster of all minority and/or female applicants for employment shall be maintained at each project site (Federal & Non-Federal) in the New Bedford Hometown Plan Area.
E. The submission of the above reports and adherence to hiring practices and equal opportunity performance of subcontractors is the responsibility of the prime contractor.

The bidder hereby certifies that he/she shall comply with the minority manpower ratio and specific affirmative action steps contained in the EEO above, including compliance with the minority contractor compliance specifications. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors, and submit to the contracting or administering agency prior to the performance of any work under said contract, a certification by said sub-contractor, regardless of tier, that it shall comply with the minority manpower ratio and specific affirmative action steps contained in this appendix.

Authorized Signature _____ Date _____
Name (Please Print or Type) _____
Title _____

**SCHEDULE OF PARTICIPATION
DISADVANTAGED/MINORITY / WOMAN BUSINESS ENTERPRISES
to be completed by the Bidder**

Item I - Minority or Disadvantaged Business Enterprise Participation

1. Name: _____
Address: _____
Nature of Participation: _____
Dollar Value / % of Bid: _____

2. Name: _____
Address: _____
Nature of Participation: _____
Dollar Value / % of Bid: _____

TOTAL BID PRICE	TOTAL DBE or MBE COMMITMENT	
\$ _____	\$ _____	_____ %

Item II – Woman or Disadvantaged Business Enterprise Participation

1. Name: _____
Address: _____
Nature of Participation: _____
Dollar Value / % of Bid: _____

2. Name: _____
Address: _____
Nature of Participation: _____
Dollar Value / % of Bid: _____

TOTAL BID PRICE	TOTAL WBE or DBE COMMITMENT	
------------------------	------------------------------------	--

The bidder agrees to furnish implementation reports, as required by the awarding authority, to indicate the MBE/WBE or DBE which it has used or intends to use. Breach of this commitment constitutes a breach of the contract.

General Bidder: _____
Signature: _____ Date: _____

LETTER OF INTENT

to be completed by the DBE/MBE/WBE

This form is to be completed by the DBE or MBE and WBE and shall be submitted by the General Bidder as part of the Bid Proposal. A separate form shall be completed for each MBE, WBE or DBE involved in the project.

Project Title: _____ Project Location: _____

To: _____
(Name of Bidder)

From: _____
(Name of DBE/MBE/WBE) _____
Indicate DBE/MBE/WBE status

I / we intend to perform work in connection with the above project as (Check One)

-
- | | |
|---|--|
| <input type="checkbox"/> an individual | <input type="checkbox"/> a partnership |
| <input type="checkbox"/> a corporation | <input type="checkbox"/> a joint venture with: _____ |
| <input type="checkbox"/> other (explain): _____ | |
-

It is understood that if you are awarded the contract, you intend to enter into an agreement to perform the activity described below for the prices indicated.

DBE/MBE/WBE PARTICIPATION:

Description of Activity	Project Start Date	\$ Amount	% of Bid Price

The undersigned certify that they shall enter into a formal agreement upon execution of the contract for the above-referenced Project

BIDDER

DBE/MBE / WBE

Authorized Signature Date

Authorized Signature Date

Address

Address

Telephone / Fax

Telephone / Fax

MINORITY / WOMAN BUSINESS ENTERPRISE PROGRAM

CONTRACTOR IDENTIFICATION STATEMENT

Project Name: _____ Project # : _____

Total Bid Price: \$ _____ Bid Date: _____

In accordance with the New Bedford Minority Business Enterprise Program, the undersigned bidder certifies that he/she:

1. is a bona fide Minority/Woman/Disadvantaged Business Enterprise currently certified by the State Office of Minority/Woman Business Assistance (SOMWBA); and such SOMWBA certification has not changed; and in the event of said status changing, it shall immediately forward written notification to the City of New Bedford and SOMWBA; and
2. intends to perform certain work (specified by formal bid proposal) under a contract in connection with the above-named project, and that work shall not be sublet to any company at any tier; and
3. shall comply with the minority/woman workforce ratio and specific affirmative action steps contained in the EEO/AA Contract Provisions and shall obtain from each of its subcontractors a copy of the bidder's certification and submit to the administering agency, prior to the award of such subcontract, regardless of tier, that he/she shall comply with the minority/woman workforce ratio and specific affirmative action steps contained in these and the EEO/AA Contract Provisions.

SOMWBA CERTIFICATION CATEGORY: _____

CONTRACTORS NAME: _____
{ } MBE { } WBE { } DBE

ADDRESS: _____

TELEPHONE #: _____ FAX #: _____

REPRESENTATIVE NAME & TITLE: _____

AUTHORIZED SIGNATURE: _____

GENERAL BIDDERS NAME: _____

BIDDERS CERTIFICATION

to be completed by General Contractor & each of its Subcontractors (MBE/WBE/DBE and non-MBE/WBE/DBE)

The undersigned bidder hereby certifies that he/she shall comply with the Minority/Woman Workforce Ratio and Specific Affirmative Action Steps contained in the EEO/AA Provisions of this contract, including compliance with the Minority/Woman/Disadvantaged Business Enterprise as required under these contract provisions.

The contractor receiving the award of the contract shall be required to obtain, from each of its subcontractors, regardless of tier, a copy of this Bidder's Certification indicating that it shall comply with the Minority/Woman Workforce Ratio and Specific Affirmative Action Steps contained in these EEO/AA Contract Provisions, and submit it to the contracting agency prior to the award of such contract and subcontract.

Name of General Contractor

Name of Subcontractor

{ } MBE { } WBE { } DBE { } Non-MBE/WBE

Signature of Authorized Representative

Signature of Authorized Representative

Name & Title (Printed or Typed)

Name & Title (Printed or Typed)

Date

Date

**MINORITY / WOMAN BUSINESS ENTERPRISES
UNAVAILABILITY CERTIFICATIONS**

to be completed by General Contractor

*(the Bidder shall prepare additional copies of this information form
in the quantity necessary to comply with the bidding requirements)*

I, _____, _____
Name Title

of _____
Contractor Name

certify that on _____, I contacted the below listed MBE/WBE/DBE
Date of Contact
requesting a bid for

Project _____ as an MBE, WBE or DBE for the provision of
 Goods & Services or Labor to accomplish _____
Subcontract Work Offered to this MBE/WBE/DBE company

Name of Prospective Sub-Contractor

Address City and State Telephone #

Contact was made by Telephone In Person

Said sub-contractor was unavailable for work on this project or unable to prepare a bid for the following reason(s):
(check appropriate answer):

MBE/WBE/DBE Firm Declined Job

MBE/WBE/DBE Firm offered to do a job at the price of \$ _____, which was not
acceptable because: _____

Other _____

The above information is accurate and complete, to the best of my knowledge and belief. Signed under the pains and penalties of perjury.

Signature of Authorized Representative, General Contractor Date

MINORITY / WOMAN/DISAVANTAGED BUSINESS ENTERPRISES

REQUEST FOR WAIVER

Upon exhausting all known sources and making every possible effort to meet the minimum requirements for MBE/WBE/DBE participation, the Contractor may seek relief from these requirements by filing this form (completed) NO LATER THAN FIVE (5) working days following the bid opening. Failure to comply with this process shall be cause the bidder to be rejected, thereby rendering the contractor not eligible for award of the contract.

General Information

Project Title: _____ Location: _____

Bid Opening (time/date): _____ Location: _____

Bidder: _____

Mailing address: _____

Contact Person: _____

Telephone No.: (_____) _____ Ext. _____

Minimum Requirements

The contractor shall show that good faith efforts were undertaken to comply with the percentage goals, as specified. The bidder seeking relief shall show that such efforts were taken appropriately, in advance of the time set for opening bid proposals, to allow adequate time for response(s) by submitting the following: *(please check all that apply and attach applicable documentation)*

- () 1. Names, addresses and telephone numbers of all such companies contacted;
- () 2. Copies of written notice(s) which were sent to MBE/WBE/DBE potential subcontractors prior to bid opening;
- () 3. Copies of advertisement prior to bid opening, as appearing in general Publications, and applicable minority/women focused media detailing the opportunities for participation.
- () 4. A detailed statement as to why each subcontractor contacted (a) was not willing to do the job in case(s) was not qualified to perform the work as solicited; and
- () 5. In the case(s) where a negotiated price could not be reached, the bidder should detail what efforts were made to reach an agreement on a competitive price.
- () 6. Contractor certifies that 100% of the project is to be carried out with his/her own workforce. No subcontractors are to be utilized.

- B. The Agency may require the contractor to produce such additional information, as it deems appropriate and may obtain whatever other information it deems necessary to reach a conclusion from any source.
- C. No later than fifteen (15) days after receipt of all necessary information and documentation, a decision shall be made in writing to the bidder. If the waiver request is denied, the facts upon which a denial is based shall be set forth. A contractor who is dissatisfied with the decision may then appeal that decision to the Equal Opportunity Employment Agency.

Certification

The undersigned herewith certified that the above information and appropriate attachments are true and accurate to the best of my ability, and that I have been authorized to act on behalf of the bidder in this matter.

(authorized original signature)

Date

Submit to: Equal Employment Opportunity
Compliance Officer
133 William Street, Room 208
New Bedford, MA 02740

To be completed by the City of New Bedford's EEO



Bid Date

Date Received by EEO

Initials

**CITY OF NEW BEDFORD
STANDARD CONSTRUCTION CONTRACT
For Projects \$10,000-\$100,000 - Subject to M.G.L. c30,39M**

OWNER - CONTRACTOR AGREEMENT

This agreement ("Contract") is made as of the ____ day of _____, 20____, by and between the City of New Bedford acting by and through its _____ (Department) _____ with a principal place of business at 133 William Street, New Bedford, MA 02740 and _____, a _____ with a principal place of business at _____, hereinafter called the "Contractor."

Terms used in this Owner - Contractor Agreement which are defined in the General Conditions of the Contract shall have the meanings designated therein.

The Awarding Authority and the Contractor agree as follows:

Article 1. Scope of Work. The Work under this Contract is defined as all work required by the Contract Documents for the construction of _____, City of New Bedford Contract No. _____, in accordance with and as described in the Plans and Specifications dated _____, 20____, prepared by _____ ("Designer"), as modified by Addenda Nos. _____, dated _____ 20____.

Article 2. Time for Completion. The Contractor shall commence the Work under this Contract on the date specified in the written "Notice to Proceed," and shall, within _____ days after such date, bring the Work to Substantial Completion and to the point at which a Certificate of Agency Use and Occupancy may be issued, and shall bring the Work to Final Acceptance within 45 days after the date specified for Substantial Completion.

Article 3. Contract Price. The Awarding Authority shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Approved Change Order(s), the Contract Price of _____ Dollars (\$_____). The Unit Prices, if any, approved by the Awarding Authority are those included in the Contractor's General Bid. The following Alternates have been accepted and their costs are included in the Contract Price:

Article 5. Certifications. Pursuant to M.G.L. c. 62(c), s.49 (a), the individual signing this Contract on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws. The individual signing this Contract on behalf of the Contractor further certifies under penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, s. 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently debarred from doing public construction work by any agency of the United States.

In witness whereof, the parties hereto have caused this instrument to be executed in triplicate under seal as of the date set forth above.

Contractor:	CITY OF NEW BEDFORD, MASSACHUSETTS
<hr/> By: Title:	<hr/> By: Jonathan F. Mitchell Title: Mayor
CERTIFIED that funds are available <hr/> By: Robert Ekstrom Title: City Auditor	DEPT: City Planning Department <hr/> By: Tabitha Harkin Title: Director of City Planning
APPROVED as to Form and Legality <hr/> By: Eric Cohen Title: Associate City Solicitor	Chief Financial Office <hr/> By: Ari Sky Title: Chief Financial Officer
Purchasing Department <hr/> By: Richard Calderon Title: Assistant Procurement Officer/Buyer	