

ATTACHMENT A:

**ASSESSMENT AND PRESERVATION PLAN
FOR OLD CEMETERY
MENDON, MA**



Prepared by Ta Mara Conde
Historic Gravestone Services
113 Michael Lane □ New Salem, MA 01355
(978) 413-2778

CONSERVATION METHODOLOGY

TREATMENT PLAN

Examine each stone on the list prior to beginning work. Descriptions of conditions as well as recommended treatments included with the list are for the purpose of identifying the markers that will be treated 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 conservator to examine each stone to determine its proper treatment and to submit a conservation plan for approval prior to proceeding with any work.

Conservator is to submit for review a detailed treatment plan for the grave markers and tombs scheduled for treatment. Treatment 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 must 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 must be submitted separately. Treatment plan must include sequence of treatments.

Documentation

Document the condition of each grave marker or footstone scheduled to receive conservation treatments with a survey sheet and digital photographs prior to proceeding with any work. Document the locations of all treatments to stone on survey sheets. Photograph the stone during and after treatment with digital photos. Upon completion of the project, provide the town/city with three (3) copies of the following: copies of all survey sheets with proposed treatments, copies of final treatment reports plus any field reports, and project correspondences. Include material safety data sheets and manufacturer's cut sheets for all products. In addition, provide the town/city with electronic copies of all forms, reports and photographs of grave markers; before, during and after treatment.

Cleaning

Clean stones to remove biological growths, general soiling and dirt as required to complete the specified repairs to the stones. If the stone can be successfully treated without cleaning then cleaning is not required.

If cleaning is necessary the stone surfaces should be rinsed with a generous amount of water and brushed with a natural bristle brush. Repeat as necessary. If a stone

has biological growth, it can be treated with an anti-biological solution. D2 Biological Solution (LimeWorks Products) is the recommended product for this application. D2 is a water soluble, non-toxic, anti-biological solution, which does not react with the stone or leave soluble salts.

Removal of markers from the ground

Carefully dig on both sides of the marker without damaging or scraping the marker. 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, stone should be consolidated before lifting straps are used.

Store markers or component pieces of markers in a safe location. Cover markers when necessary to prevent damage or soiling.

Removal of failed repairs

Failed adhesives, mortars and pins require careful removal before proceeding with conservation treatment. Some temporary stabilization may be necessary as poorly attached fragments are disassembled. Stabilize all loose fragments of stone and friable areas of stone with tissue paper or cloth and Paraloid B-72 acrylate bitumen stone adhesive/stabilizer or water soluble adhesives or other means at the discretion of the conservator, prior to proceeding with any other treatments including removal and resetting of stones.

Removal of degraded structural resins may be particularly difficult and time-consuming. Mechanical removal should be done with small hand tools, however, the cutting of pins and fasteners may require power tools. Ferrous metal pins are most often locked in place by corrosion expansion. Their removal is best done by careful drilling with a properly sized coring bit at low speeds and with water. Do not replace pins and fill voids with proper mortar fill material.

RESETTING

Eighteenth and early nineteenth century New England gravestones are typically stone tablets that were set directly in the ground. By the first half of the 19th century many headstones began to be set in bases. Stones were either mortared into slots or pinned to the base. In some cases older tablets were cut and reset with a base.

Larger monuments are often made of several elements and can be both large and heavy. Specialized hoisting equipment is often required. Competent operation and structural engineering considerations are required when performing this work.

Resetting in ground

Tilted stones set directly in the ground can be made plumb by careful excavation of the soil with hand tools, to permit re-setting in the proper position with good drainage. When excavating, all large stones should be removed as ice heaves can cause an underground stone to push on the gravestone. A typical tablet will have approximately 1/3 of its length buried in the ground. If there is not an adequate length of below grade material to support the marker a new cast concrete below grade base will be required. Once the stone is carefully placed into the vertical position and at the proper depth, the stone is made plumb and level, and aligned with adjacent markers. Backfill with a mixture of coarse sand, pea gravel, and loam, wetted and compacted. Disturbed areas of the ground are re-graded with topsoil and seeded as required.

Some grave markers may be identified as fragments, or grave markers removed from the ground may turn out to be fragments of whole stones. The conservator should search for possible mates for all fragments that are discovered lying on the ground or below grade. It is their responsibility to make every attempt to rejoin separated fragments.

Resetting on/in existing base

Unsecured stones in existing bases require re-setting. First, the base should be reset level and aligned with adjacent stones. Pins should be removed if present, and then the stone can be re-set level and plumb in the existing slot.

Re-set the stone in the slot with a full bed of modified lime (or hydraulic lime) mortar. Historically ratios of 1 part cement, 4 parts lime and 8 parts fine sand have been used with reasonable results. This mix is generally considered to be a soft mortar. Some conservation recommendations have specified ratios as high as 3 parts cement, 2 parts lime and 8 parts sand. The increased cement and reduced lime content has the effect of increasing the strength and adhesion of the mortar. In theory this would tend to make the mortar last longer than the traditional mix. The negative aspect is that the higher cement ratio produces a harder joint, which induces a compression stress on the stone as the stone, swells with varying weather conditions.

Resetting into new cast concrete base

There are several situations where a new cast base will be required. Usually tablets, which are broken near grade level or have been cut years earlier and set into bases that have failed, are typical examples of when a new base is needed. Bases can be set above grade or below depending on the stone, aesthetics or other factors. Bases can be cast on site or pre-cast and set in place on a level bed of gravel and sand.

Cast concrete bases are typically made with a slot that is 1/2" wider and thicker than the stone and is recessed 3"-4". Depending on the size of the stone the base is

usually 8"-12" deep, 8"-12" greater thickness and 6"-8" wider than the stone. Drainage holes in the cast base are required in order to remove moisture from the mortar pocket. This method is fine when resetting stones with a square bottom.



Some conservation specifications recommend squaring the bottom of the stone by cutting the stone with a saw. This should never be done as the use of power tools on old stones can cause damage to the stone. In addition valuable history including inscriptions and initial stone integrity will be lost. If the bottom of the stone is not square a base with the same dimensions as above should be made but the slot should go completely through the base. This allows the excess stone to extend under the base level if needed and provides for better support. This also allows broken fragments, belonging to the stone, to be either attached to or buried beneath the stone. The stone would then be mortared into the base with a high lime mortar as described above.

Resetting of two and three part markers

Re-level 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

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.

Compress setting mortar to a depth 2.5 times the joint height in order to prepare for the final pointing. Point joints using specified mortars. Use white mortar for white marble and tinted mortars for colored stones such as granite or sandstone. Tint the mortar to match the base color of the stone.

Extensions to slab markers that are too short to be reset

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.

STRUCTURAL REATTACHMENTS

Broken stones to be bonded should be carefully cleaned and dry fitted to insure proper fit. The area around the stone should be probed for any missing pieces, which may belong to the stone. Traditional method of two-part epoxy (Aboweld 55-22, Abatron) is the common way of bonding stones that require structural integrity. Epoxy is very strong, although it also is moisture insensitive. This has the effect of creating a moisture barrier at the repair joint. For marble and slate stones this can cause a small amount of stone degradation over time due to the inability of the moisture to wick away from the area. Field observations have shown that failures usually occur adjacent to the repair joint, which has been attributed to the strength of the epoxy being stronger than the marble. Closer observations have shown that the stone at the new break is usually degraded. Epoxy should be reserved for conditions where high shear forces are acting on the stone. Several factors such as angle of break, thickness of the stone, weight and bonding surface area need to be considered when deciding to use epoxy.

For most bonding applications, a non-polymer, cement-based restoration mortar (Jahn Restoration Mortars, Cathedral Stone) should be used. The specific bonding method should conform to the manufacturer's specifications for the specific stone and should be performed by a certified Jahn Products Technician. Bonding with restoration mortars is preferable since the mortars are permeable to moisture and allow the stones to breath. Over time the stone integrity is maintained and should last longer than the epoxy. Restoration mortars should be tinted to match the stone color and texture after cleaning. Tinting can be achieved through appropriate pigments (alkali stable oxides) which are available through Cathedral Stone or mason supply.

Reinforcement

The routine use of pins has been the traditional way of reinforcing broken stones. This method is in debate and controversial. The use of pins should be avoided except in some very extreme situations where it is unavoidable. Generally, the use of pins is to provide extra support to keep two pieces together. If the stone begins to

lean and the adhesion joint fails between the stones, then the pins are carrying the full weight of the stone. The pin extends the moment arm which can cause a large blow out on the face of the stone next to the pin. Do not replace pins.

REPAIR MORTARS/ CRACK FILLERS

Pre consolidation/stabilization prior to treatments

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.

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.

Removal of prior mortar fills and composite mortar repairs

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 pre-consolidate all loose and friable areas of stone prior to starting other treatments.

Surface tension and bond of prior repairs may be broken using power tools such as small diamond cutting wheels, Dremmel Tools and small pneumatic chisels. All other removal is to be performed by skilled craftsmen using hand tools. Use of hand held grinders or other power tools should 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.

Areas of missing stone can be filled using commercially available restoration mortars (Jahn Restoration Mortars, Cathedral Stone) tinted to match the stone. Tinting can be accomplished in the same way as described above in bonding mortars. Large cracks can also be filled using the same mortars. Mortar repairs should not be performed if there is a risk of freezing temperatures within two weeks after performing work.

Filling of delaminating stones

De-lamination occurs in many stones typically slate and sandstone. Repair of delaminated stones is designed to reattach the separated layers and prevent water penetration. The first step is to thoroughly clean the interior surfaces of the crack to remove debris. Depending on the nature of the crack, hand tools and compressed air can be used to clean out the area. Interior surfaces should then be wetted with water or a solution of water and isopropanol. For cracks larger than a 1/8" commercially available M40 flowable grout (Cathedral Stone) can also be used. For smaller cracks M32 is better suited due to smaller grain size. Grouts should be tinted to match the stone after cleaning. Flowable grouts should be applied using manufacturers recommendations.

Mortar fills and mortar caps -General

The goal of mortar fills and caps is to create the maximum water-shedding fill, joint or seam for each particular configuration of stone. 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.

Mix mortar to specified proportions and in conformance with the color and texture of approved samples. 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 must avoid excess absorption of moisture from mortar.

Apply mortar in consecutive lifts where required to avoid excessive shrinkage. Cure moist mortar for a minimum of seven days or until mortar is properly cured. When mortar has cured, tint the surface of the mortar with approved product.

Mortar application for fills and mortar caps

First layer must create a uniform depth for later applications and be thoroughly compacted into cavities. Apply mortar to a maximum thickness of 3/8". After voids have been filled to a uniform depth, apply remaining mortar in successive thick layers. Fully compact each layer and allow it to dry to thumbprint hardness before applying next layer. When the final layer is thumbprint hard, tool to match the approved sample. Avoid feather edging of mortar joint.

If existing stonework has rounded edges from wear, recess slightly the mortar from face of stone surface. Immediately after completion, remove excess mortar by light brushing with a natural bristle brush. Do not leave encrusted matter.

Keep mortar damp for 48 hours after pointing to permit proper hardening of mortar. Cover masonry temporarily with burlap, which must be moistened periodically. Temporarily cover wall with plastic sheets to prevent evaporation.

Continue to moisten for up to seven (7) days, if required due to high temperatures or high winds. Protect mortar from overnight rain. For proprietary mortars; follow manufacturer's directions for applying and curing mortars.

Cleaning after mortar rills or patching or grouting

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.

The cleaning shall be done with clean water applied vigorously with natural bristle 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.

Reattachment of small fragments

Small stone fragments or friable areas are typically reattached with a solution of Acryloid B-72 in solution of acetone. This method is mainly for non-structural applications where a zero thickness bonding joint is desired. Care should be taken as the B-72 forms moisture impermeable layers at the joint similar to epoxy. Depending on the geometry of the break it is possible to create a moisture trap, which can cause deterioration over time. Clean all excess B-72 from the stone surface with acetone.

Consolidation of friable stone

Consolidation should be performed before any other treatments are done. Consolidation should be performed using Conservaire OH100 (Prosoco) following manufacturers specifications for proper application. OH100 should be applied a minimum of 6 applications to promote deep penetration. Failure to perform this task can cause a hard skin to form and cause a layer of stone to de-laminate. OH100 binds the grains of the stone without filling the voids between the grains. This allows the stone to continue to breath and expel water from the interior of the stone. Any stone that is consolidated should not have further conservation work for 30 days to allow all the solvent to evaporate. Structural bonding applications will be degraded if there is solvent still present at the adhesive joint.

MATERIALS

Comply with referenced standards and other requirements indicated applicable to each type of material required. 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 are, in the judgment of the project manager with the conservator and based on sample panels, equivalent to those named.

Materials for cleaning and removing soiling prior to repairs

Water, all water should be clean portable water. Detergents or soap, should be Vulpex soap from Talas, 568 Broadway, New York, NY 10012 (212) 219-0770 or Orvus WA Paste also available from Talas. Biological growths should be treated with D-2 available from LimeWorks.us (215) 536-6706 or Revive from Prosoco.com or approved equal.

Materials for flushing cracks and fissures prior to adhesive or infill

Clean water or solvents such as Acetone or Ethanol D6 Anhydrous.

Materials for stabilization of loose fragments prior to removal or other treatments

Paraloid acrylic resin B-72 and Japanese tissue paper or fine cloth such as silk Crepeline applied to the surface of the friable or loose stone. B-72 should be dissolved in solvent such as acetone and the percentage of solids to solvent to be field-tested. B-72 is available from Talas, 330 Morgan Ave, Brooklyn, NY 11211 (212) 219-0770 www.talasonline.com or other conservation supply companies.

Material for non-structural repairs and laying down stone flakes

Paraloid acrylic resin B-72 (100%) dissolved in solvent such as acetone and the 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.

Material for adhesive structural repairs

Exterior grade flowable and paste epoxies that are moisture tolerant and specifically manufactured for the structural repair of stone and masonry. Akemi Akepox 2000, 2010, 2030, 5000, and 5010 available from Akemi North America, Stone Boss Industries, 26-04 Borough Place, Woodside, NY 11377 (718) 278-2677 or approved equal.

Material for mortar fills, rebuilding areas of loss and caps

Composite repair mortars should be non-polymer modified composite repair mortar specifically for slate, sandstone or marble and should be used for fills, rebuilding areas of loss and capping delaminating stones. These can be obtained from Cathedral Stone Products, 8332 Bristol Court, #107, Jessup, Maryland 20794 (800) 6840901 and www.limeworks.us (215) 536-6706.

For smaller voids use Acryloid B-72 dissolved in solvent. Concentrations will 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 grain stone material. Exact proportions to be determined by the conservator in the field based on the size of the area to be filled and other requirements such as ability of the mix to flow evenly through the area.

Replacement stone (for extending broken stones)

1. Marble: Vermont Marble available from Vermont Quarries, 88 Church Street, Rutland, Vermont 05701, (802) 775-1065 or approved equal.
2. 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.

Soil materials

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

Sieve Size Passing Through

6 inches

No.4

No. 40

No. 200

Percent Finer by Weight

100

30-90

10-50

0-8

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

Sieve Size Passing Through

6 inches

3/4 inch

12 inch

No.4

No. 40

No. 200

23

Percent Finer by Weight

100

90-100

20-30

0-5

0-5

0-5

Silence of Specifications

The apparent silence of these specifications as to any detail or omission from it, or detailed description concerning any point, shall be regarded as meaning that only the best conservation 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.

ATTACHMENT B:

GRAV E #	LAST NAME	FIRST NAME	STONE	STYLE	CONDITION	PRIORITY	RECCOMENDED REPAIR
1		Mrs. Mary	sl	tablet	metal straps, broken, leaning	1	excavate, remove straps, clean, adhesive repair, reset in ground
2	Adams	Beth	sl	tablet	tilted, surface cracks	1	excavate, clean, fill cracks, reset in ground
3	Adams	Sally	sl	tablet	set too high, chipped side, mower damage	1	excavate, clean, reset in ground
4	Adams		sl	tablet	on ground, broken	1	excavate, clean, adhesive repair, reset in ground
5	Adams	Samuel	sl	tablet	leaning, mower damage	1	excavate, clean, reset in ground
6	Ammidon		sl	tablet	on ground	1	excavate, clean, reset in ground
7	Boyden	Hannah	m	tablet	tilted, sunken	1	excavate, clean, reset in ground
8	Brunson	Sally	sl	tablet	leaning, tilted, surface cracks	1	excavate, clean, fill cracks, reset in ground

9	Brunson	Willis	sl	tablet	leaning, tilted, surface cracks	1	excavate, clean, fill cracks, reset in ground
10	Brunson	willis	m	tablet	sunken, leaning, mower damage	1	excavate, clean, reset in ground
11	Chapin		sl	tablet	leaning, surface cracks	1	excavate, clean, fill cracks, reset in ground
12	Chapin	Josiah	sl	tablet	set too high, tilted 15 deg	1	excavate, clean, reset in ground
13	Davenport	Chloe	sl	tablet	leaning, delamination, mower damage	1	excavate, clean, fill delamination, reset in ground
14	Davenport	Samuel	sl	tablet	delamination, surface cracks	1	excavate, clean, fill delamination and cracks, reset in ground
15	Dea	Hezekiah	m	tablet	broken on ground, sugaring	1	excavate, clean, consolidate with OH100, reset in ground
16	Dorr	Mary	sl	tablet	tilted, leaning, set too high, chipped	1	excavate, clean, reset in ground
17	Fairbank	Lydia	sl	tablet	mower damage, chipped, leaning 15 deg, set too high	1	excavate, clean, reset in ground
18	Goss	Sally	sl	tablet	leaning, delaminating, set too high	1	excavate, clean, fill delamination, reset in ground

19	Goss	Clarisa	sl	tablet	sunken, leaning, broken	1	excavate, clean, adhesive repair, reset in ground, may need new base
20	Greene	Solomon	m	tablet	mower damage, leaning, tilted 15 deg	1	excavate, clean, reset in ground
21	Harding	Dau	sl	tablet	broken, on ground	1	excavate, clean, adhesive attachment, reset in ground
22	Hastings	Chloe	sl	tablet	set too high, tilted	1	excavate, clean, reset in ground
23	Hastings	Chloe (2)	sl	tablet	leaning, surface cracks, leaning on next stone	1	excavate, clean, fill cracks, reset in ground
24	Hastings	Seth	m	tablet	tilted, stone leaning on this stone	1	excavate, clean, reset in ground
25	Hastings (Howe)	Hannah	sl	tablet	tilted, surface cracks, mower damage	1	excavate, clean, fill cracks, reset in ground
26	Hayward	Dorothy	sl	tablet	delaminating, leaning, surface cracks, missing material	1	excavate, clean, fill delamination, reset in ground
27	Hill	Charlotte	sl	tablet	tilted 30 deg, mower damage	1	excavate, clean, reset in ground
28	Holden	Capt. John	sl	tablet	leaning 15 deg, chipped edge, mower damage	1	excavate, clean, reset in ground

29	Johnson	Sally	sl	tablet	chipped, delaminating, mower damage, missing material	1	clean, fill delamination and cracks
30	Lakeman	Rhonda	sl	tablet	large tilt	1	excavate, clean, reset in ground
31	Lee	Ephraim	m	die/base	leaning, loose on base	1	excavate, clean, reset on base
32	Lovett	Daniel	sl	tablet	leaning, sunken, set too high	1	excavate, clean, reset in ground
33	Lovett	Emma	sl	tablet	sunken, leaning, metal support	1	excavate, clean, reset in ground. May need new base
34	Lovett		sl	tablet	leaning, set too high, mower damage	1	excavate, clean, reset in ground
35	Low	Amey	sl	small tablet	sunken, leaning, mower damage	1	excavate, clean, reset in ground
36	Maynard	Lucy	sl	tablet	leaning, tilted, set too high	1	excavate, clean, reset in ground
37	Morse	William			set too high	1	excavate, clean, reset in ground
38	Penniman	Peter	sl	tablet	large delaminations, surface cracks	1	excavate, clean, fill delamination, reset in ground

39	Peters	Flaro	sl	tablet	delaminating, leaning, mower damage	1	excavate, clean, fill delamination, reset in ground
40	Peters	Moses	sl	tablet	leaning 25 deg, chipped, mower damage	1	excavate, clean, reset in ground
41	Rawson		sl & field	box tomb	ledger cracked, tablets on ledger are loose, concrete, metal	1	infill cracks, remove concrete, mortar tablets
42	Rawson	Edward	sl	tablet	sunken, leaning, metal straps	1	excavate, clean, remove metal straps, fill, reset in ground
43	Rawson	Sarah	sl	tablet	leaning, set too high, missing material, mower damage	1	excavate, clean, reset in ground
44	Rawson	Thomas	sl	tablet	tilted, set too high	1	excavate, clean, reset in ground
45	Rawson	Charlotte	m	tablet	broken underground	1	excavate, clean, adhesive repair, reset in ground, may need new base
46	Rawson	Mary	sl	tablet	metal straps and bolts, cracks	1	excavate, clean, remove metal straps, fill cracks and holes, reset in ground
47	Rawson	Edward & Deborah	sl	double tablet	leaning 20 deg	1	excavate, clean, reset in ground
48	Rawson	Edward & Deborah	sl	fs	leaning 20 deg, wrong location	1	excavate, clean, reset in ground in proper location

49	Rawson	Levi	sl	tablet	leaning 10 deg, surface cracks	1	excavate, clean, fill cracks, reset in ground
50	Rawson	Thankful	sl	tablet	broken at grade	1	excavate, clean, adhesive repair, reset in ground, may need new base
51	Rawson	Levi jr	sl	tablet	leaning 20 deg, surface cracks	1	excavate, clean, fill cracks, reset in ground
52	Rawson	Silence	sl	tablet	leaning 20 deg	1	clean, fill delamination and cracks
53	Read	Sawyer	sl	tablet	leaning, set too high	1	excavate, clean, reset in ground
54	Read		sl	tablet	fallen on ground	1	excavate, clean, reset in ground
55	Taft	Caroline	m	die/base	broken die (pins), cracked plinth	1	excavate, clean, remove pins, adhesive repair, reset on base
56	Taft	Amy	m	die/base	broken die (pins), tilted, loose	1	excavate, clean, remove pins, adhesive repair, reset on base
57	Taft	Catharine	m	die/base	sunken, pins, tilted, loose	1	excavate, clean, remove pins, reset on base
58	Taft	Hanson	m	die/base	broken plinth, pins, missing material	1	excavate, clean, remove pins, adhesive repair, reset on base

59	Taft	Luther	m	tablet	leaning, broken	1	excavate, clean, reset in ground, may need base
60	Taft	Sarah	sl	tablet	fallen, submerged fragments	1	excavate, clean, adhesive repair, fill cracks, reset in ground, may need new base
61	Taft	Lydia	sl	tablet	set too high, leaning, delamination, mower damage	1	excavate, clean, fill delamination, reset in ground
62	Thayer	Alex	m	tablet	broken 2 pcs., on ground	1	excavate, clean, adhesive attachments, reset in ground
63	Thayer	Lilles	m	tablet	on ground, sugaring	1	excavate, clean, consolidate with OH100, reset in ground in new base
64	Thayer		sl	tablet	cracks, chipped, mower damage, delaminating	1	excavate, clean, fill cracks, reset in ground
65	Thayer	Samuel	sl	tablet	on ground	1	excavate, clean, reset in ground
66	Thayer	Lovita	sand	tablet	leaning 20 deg, mower damage	1	excavate, clean, reset in ground
67	Thayer	Moses	sl	tablet	leaning 10 deg, chipped, delamination, mower damage	1	excavate, clean, fill delamination, reset in ground
68	Thompson	Almira	M	die/base	leaning 20 deg, loose	1	excavate, clean, reset on base

69	Thompson	Peter	m	die/base	off base, mower damage	1	excavate, clean, reset on base
70	tomb			ledger on tomb	fallen	1	disassemble, clean, rebuild tomb dry stacked stone and place ledger on top
71	Torrey	Louisa	sl	tablet	tilted 15 deg, delaminating	1	excavate, clean, fill delamination, reset in ground
72	Torrey	Della	sl	tablet	leaning 20 deg, surface cracks	1	excavate, clean, fill cracks, reset in ground
73	Turner	Calvin	m	tablet	sunken, may be broken, mower damage	1	excavate, clean, adhesive attachment, reset in ground
74	Tyler	Nathan	sl	tablet	delaminating, leaning	1	excavate, clean, fill delamination, reset in ground
75	Tyler	Mary	sl	tablet	delaminating, leaning, surface cracks	1	excavate, clean, fill delamination, reset in ground
76	Tyler	David & Nath'l	sl	tablet	leaning, mower damage	1	excavate, clean, reset in ground
77	Tyler	Anna	sl	tablet	leaning, split, delaminating	1	excavate, clean, fill delamination, reset in ground
78	Unknown	2	m	tab/base	out of base, on ground	1	excavate, clean, reset in base

79	Unknown	5	m	tab/base	out of base, on ground	1	excavate, clean, reset in base
80	Unknown	9	m	die/base	broken/ pins, missing material, deteriorated	1	excavate, clean, remove pins, adhesive repair, reset on base
81	Unknown	26	sl	tablet	set too high, leaning, chipped	1	excavate, clean, reset in ground
82	Unknown	31	m	tablet	broken, on ground	1	excavate, clean, reset in ground in new base
83	Unknown	37	m	tablet	broken	1	excavate, clean, adhesive repair, reset in ground, may need new base
84	Unknown	44	m	die/base	off base, plinth broken, mower damage	1	excavate, clean, adhesive repair, reset on base
85	unknown	46	m	tab/base	broken at base	1	excavate, clean, adhesive repair, reset in ground, may need new base
86	unknown	65	m	tablet	leaning, tilted	1	excavate, clean, reset in ground
87	Unknown	85	sl	tablet	sunken, leaning	1	excavate, clean, reset in ground
88	Unknown	98	sl	tablet	set too high, delamination, mower damage, missing material	1	excavate, clean, fill delamination, reset in ground

89	unknown	123	sl	tablet	leaning, tilted, metal support, set too high	1	excavate, remove metal, clean, reset in ground
90	unknown	fragments	m	tablet	broken 4pcs, missing material	1	excavate, find fragments, adhesive attachments, fill missing areas, reset in ground
91	unknown		sl	tablet	delaminating, leaning	1	excavate, clean, fill delamination, reset in ground
92	unknown		sl	tablet	delaminating, tilted	1	excavate, clean, fill delamination, reset in ground
93	unknown	161	sl	tablet	tilted, set too high	1	excavate, clean, reset in ground
94	unknown	162	sl	tablet	leaning 15 deg	1	excavate, clean, reset in ground
95	unknown	164	sl	tablet	leaning 20 deg	1	excavate, clean, reset in ground
96	unknown	168	sl	tablet	broken, on ground	1	excavate, clean, adhesive attachment, reset in ground
97	Unknown	191	m	tablet	on ground, sugaring	1	excavate, clean, consolidate with OH100, reset in ground in new base
98	Unknown	Hezipah	sl	tablet	tilted, missing material, chipped	1	excavate, clean, fill cracks, reset in ground

99	Unknown	45	m	tablet Veteran	leaning, sunken, shoulder broken, delaminating	1	excavate, clean, adhesive repair, reset in ground
100	Wheeler	Luetta	m	tab/ba se	sunken, leaning	1	excavate, clean, reset in base
101	Wheelock	Catherine	sl	tablet	leaning 25 deg, delamination, mower damage	1	excavate, clean, fill delamination, reset in ground
102	Whipple	Horatio	sl	tablet	leaning, chipped, mower damage	1	excavate, clean, reset in ground
103	White	Comfort	sl	tablet	sunken, leaning, tilted, delaminating, surface cracks	1	excavate, clean, fill delamination, reset in ground
104	White	Catherine	sl	tablet	leaning 30 deg	1	excavate, clean, reset in ground
105	Wood	Grinell	sl	tablet	set too high, tilted 30 deg, mower damage	1	excavate, clean, reset in ground
106	Wood	Mary	sl	tablet	sunken, tilted, leaning 15 deg	1	excavate, clean, reset in ground
107		Capt. Elen	sl	tablet	set too high, tilted, leaning	1	excavate, clean, reset in ground
108		Joseph	sl	tablet	leaning, set too high, mower damage	1	excavate, clean, reset in ground

109		Mary	sl	tablet	split 2 pcs, fragments on ground	1	excavate, clean, adhesive repair, fill cracks, reset in ground
110		fragments	sl	tablet	locate fragments	1	excavate, find fragments, adhesive attachments, fill missing areas, reset in ground
111		fragments	sl	tablet	on ground	1	excavate, find fragments, adhesive attachments, fill missing areas, reset in ground
112		fragments	sl	tablet	on ground	1	excavate, find fragments, adhesive attachments, fill missing areas, reset in ground

APPENDIX 1:

TOWN OF MENDON BID FORM (5 pages)

The undersigned hereby submits a sealed bid for the furnishing of services related to the Conservation of Historic Gravestones and Tombs identified as Priority Level 1 in the 2015 Preservation Plan for Mendon's Old Cemetery prepared by Historic Gravestone Services, which is attached.

Printed Name of Bidder:

Address: _____

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work, for the price shown below:

Total Price in Words: Total Price in Numbers:

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of six (6) years of experience in providing services related to conservation and restoration services. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a Town approved Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates

hereto.

- F. Bidder shall attach to the Bid Form a list of at least six (6) successfully completed jobs in the past five years, giving the contact name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. Submit a fully executed Certificate of Tax Compliance.
- K. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- L. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- M. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- N. Bidder certifies 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 ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course for each employee.
- O. Bidder certifies that his/her/its materials meet the specifications. (The Successful Bidder shall furnish a manufacturer's certificate, certifying conformance to the above material specifications, to the Town.)

The Bidder understands that, pursuant to M.G.L. c.30, §39M, the Town will award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 5 in this IFB.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Bid Bond or deposit in the amount of 5 percent (5%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned certifies under the 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 any 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 of Massachusetts under the provisions 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.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature: _____

Printed Name

Printed Title

Date

If a Corporation: Full Legal Name

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Telephone Number: _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in Massachusetts

Telephone Number _____

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

Telephone Number _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in Massachusetts

Telephone Number _____

Appendix 2:

CERTIFICATE OF NON-COLLUSION

The undersigned certifies, 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.

Name of Bidder

Address of Bidder

Telephone Number

By: _____

(Signature)

Printed Name

Printed Title

Date

Appendix 3:

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c.62C, §49A, I certify under the penalties of perjury that the Bidder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 4:

CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Invitation for Bids.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this IFB) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.
4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
5. The Bidder understands that the Bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Title

Printed Name

Date

Appendix 5:

CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am the Clerk of the Corporation named as Bidder in the attached Bid Form; that _____, who signed said Bid Form on behalf of the Bidder was then _____ of said Corporation and was duly authorized to sign said Bid Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, another officer of the Corporation shall complete this Certificate.

Appendix 6:

CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 7:

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 8:

CERTIFICATE OF NON-DEBARMENT

The Bidder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform the Town of Mendon within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 9: FORM OF CONTRACT

This Contract is made this ____ day of _____, 2016, by and between the Town of Mendon, Massachusetts, with an address of Mendon Town Hall, 20 Main Street, Mendon, MA 01756, acting by the Mendon Board of Selectmen (hereinafter the "Town of Mendon," the "Town," or the "Owner"), and _____, a _____ organized under the laws of _____, with a principal office located at _____, and a Massachusetts office located at _____ (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide professional conservation of historic gravestones and tombs, as set forth in the Invitation for Bids - Professional Conservation of Historic Gravestones and Tombs in the Old Cemetery, Mendon, MA ("IFB"), issued by the Board of Selectmen of the Town of Mendon, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Central Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end one (1) year later, subject to extension at the discretion of the Town. The Contractor shall achieve final completion of all work on or before December 8, 2016. Time is of the essence in the performance of services hereunder.

4. Incorporation of the Invitation for Bids ("IFB")/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed after inspection and in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's IFB, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Mendon, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or ratification by the Town of any breach hereof by the Contractor.

6. Warranty

Any equipment delivered, unless otherwise agreed by the parties, shall at the time of delivery be of generally merchantable quality and shall be fit for the purpose sought by the Town. All equipment shall be warrantied against manufacturing and design defect for a minimum of three (3) years after the Town's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the Town.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Mendon law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue

policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Town of Mendon before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in three (3) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance,

and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.

- i. No insurance shall be obtained from an insurer which:
 - (1) Is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) Is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Mendon statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the

execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Mendon statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Labor and Materials Payment Bond

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Labor and Materials Payment Bond, in the amount of one hundred (50%) percent of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

13. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town and not as an employee of the Town. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

14. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to

work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

15. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town.

16. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

17. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

18. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.

- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Mendon Town Meeting of sufficient money to fund the Contract. Should Mendon Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price, which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for inspected services
Rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a or 19b above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non performance or non conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

19. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at

the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 19.

If to the Town: Mendon Town Administrator
Mendon Town Hall
20 Main Street
Mendon, MA 01756

With copies to: Brandon H. Moss, Esq.
Town Counsel
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor:

20. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Worcester County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.

- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any 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.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, which may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.

- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left blank.]

The Town of Mendon, Massachusetts

By: the Mendon Board of Selectmen

(Printed Name of Contractor)
by:

Mark Reil, Chairman

Signature

Richard Schofield, Member

Printed Name

Christopher Burke, Member

Printed Title

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Mendon Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Accounting Official

Dated: _____

APPROVED AS TO FORM ONLY AND NOT AS TO SUBSTANCE:

Town Counsel

Dated: _____

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Corporation Name) (Title)

And I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 __, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)
_____, _____; Or
(Name) (Title)
_____, _____
(Name) (Title),

Any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ___ day of _____, 20___ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained here above shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)
907360v1

Appendix 10: PREVAILING WAGE RATES

See attached document.

(Please note the wage request number **20160218-031** for future reference)